

AGENDA

BE IT KNOWN that the **CITY COUNCIL** of the City of Richwood will meet in **City Council Regular Meeting** on **Monday, November 13, 2017** at **6:00 PM** at 1800 N. Brazosport Blvd., Richwood, TX 77531 at the Richwood City Hall in the Council Chambers with the following agenda:

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGES OF ALLEGIANCE
 - Pledge of Allegiance & Texas Pledge
- IV. ROLL CALL OF COUNCIL MEMBERS
- V. PROCLAMATIONS
 - A. Municipal Court Week - November 6-10 3
- VI. CONSENT AGENDA
 - A. Approval of Minutes of Previous Meetings 4
 - B. Payment of Bills 15
- VII. DISCUSSION AND ACTION ITEMS
 - A. Discuss and consider a resolution authorizing the financing and purchase of a Spartan 4 door Fire Pumper Truck from Metro Fire Apparatus through HGAC Buyboard in the amount of \$375,690 27
 - B. Discuss and consider a resolution casting votes for Board of Directors of the Brazoria County Appraisal District 30
 - C. A resolution supporting adequate funding and resources be provided to federal agencies such as FEMA, HUD, Army Core of Engineers and other agencies, for the purpose of assisting with the processes of any recovery efforts related to damage caused by flooding as a result of Hurricane Harvey 32
 - D. A resolution supporting joint efforts with federal, state and/or local agencies, including Brazoria County, Velasco Drainage District and other surrounding agencies to assess and analyze all potential avenues of mitigation for any damage that could be caused by future flooding of the Brazos River and Bastrop Bayou 35
 - E. Discuss and consider an ordinance prohibiting scavenging of property within 90 days following the termination of a declared disaster 37
 - F. Discuss and consider an ordinance amending Section 19-51(5) Preliminary Plat Submittals of the Code of Ordinances and establishing the City Permitting and Inspection Fee Schedule 40
 - G. Discuss and consider changes to the City Personnel Policy Manual as it pertains to holidays for full-time police officers and employee's working an alternative work schedule 55
 - H. Update from Animal Ordinance Review committee and discussion of proposed 59

chicken ordinance	
I. Review of the solid waste collection contract and suggestions for future waste collection services offered	64
J. Review of home based business ordinance	84
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L. Approve items removed from Consent Agenda	
VIII. REPORTS	
Reports that require no action.	
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X. PUBLIC COMMENTS	
All public comments will be subject to the following rules: All speakers will be permitted to speak no 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.	
XI. FUTURE AGENDA ITEMS	
XII. COMMITTEE REPORTS	
XIII. COUNCIL MEMBER COMMENTS & REPORTS	
XIV. MAYOR’S REPORT	
XV. ADJOURNMENT	

The City Council may go into Executive Session on any item listed on the Agenda in accordance with Section 551.071 of the Government Code (attorney-client privilege).

I, Giani B. Cantu, do hereby certify that I did, on 11/09/17 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.

Giani Cantu, City Secretary
City of Richwood

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 265-2082 or FAX (979) 265-7345 for further information.

PROCLAMATION



I, Mark Guthrie, by virtue of the authority vested in me as Mayor
Of the City of Richwood, Texas, do hereby proclaim

November 6 – 10, 2017 **“MUNICIPAL COURT WEEK”**

In the City of Richwood, and urge each and every citizen
To recognize the vital services provided by Richwood Municipal Court

WHEREAS, Municipal Courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with Municipal Courts than all other Texas Courts combined and public impression of the Texas judicial system is largely dependent upon the public’s experience in Municipal Court;

WHEREAS, the City of Richwood Municipal Court Judges and Clerks pledge to be mindful of their neutrality and impartiality, rendering equal services to all and conforming to the Canons of Judicial Conduct;

WHEREAS, the Richwood Municipal Court serves as the local justice center for enforcement of local ordinances and fine only state offenses that protect the peace and dignity of our community;

WHEREAS, the procedures for the Richwood Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the Richwood Municipal Court Judges and Clerks continuously strive to improve administration of justice through participation in judicial education programs, seminars, workshops, webinars and meetings of their state and local professional organizations;

NOW, THEREFORE, I, Mark Guthrie, Mayor of the City of Richwood, Texas, do hereby proclaim the week of November 6 - 10, 2017 as **Municipal Court Week** in recognition of the fair and impartial justice offered to our citizens by the Municipal Court of Richwood and further extend appreciation to the Municipal Court Judges and Clerks for the vital services they provide.

In Testimony whereof, witness my hand and the seal of the
City of Richwood, this 13th day of November, A.D. 2017.

Mark Guthrie, Mayor
City of Richwood

Minutes of City Council Regular Meeting

The City Council City of Richwood

A City Council Regular Meeting of the City Council of City of Richwood was held Monday, October 9, 2017, beginning at 6:00 PM in the Richwood City Hall, 1800 N. Brazosport Blvd. Richwood, Texas.

I. CALL TO ORDER

Mayor Pro Tem Lauren LaCount called the meeting to order at 6:00 pm.

II. INVOCATION

Michael Coon led the invocation.

III. PLEDGES OF ALLEGIANCE

Pledge of Allegiance & Texas Pledge

Mayor Pro Tem Lauren LaCount led the pledges.

IV. ADMINISTER OATH OF OFFICE AND STATEMENT OF APPOINTED OFFICER TO MARK BROWN POSITION 1

Ms. Cantu administered the statement of appointed officer and oath of office to Mark Brown.

V. ROLL CALL OF COUNCIL MEMBERS

Mark Guthrie, Mayor - ABSENT
Lauren LaCount, Mayor Pro Tem
Frank Blanks, Council member
Sarah Reed, Council member
Chris Hardison, Council member
Mark Brown – Council member

Others present: Michael Coon – City Manager; Giani Cantu – City Secretary/Finance Director; Bryan Corb – Police Chief; Clif Custer – Public Works Director; Kenny Williams – Building Official; Clint Kocurek – RVFD Fire Chief

VI. PUBLIC COMMENTS

All public comments will be subject to the following rules: all speakers will be permitted to speak no longer than 3 minutes; all speakers will only be permitted to

Speak once; speakers cannot defer their 3 minutes to another speaker; the first five individuals who sign up for the public comment section will be permitted to speak

There were no public comments.

VII. CONSENT AGENDA

A. Approval of Minutes of Previous Meetings

B. Payment of Bills

C. Appoint Oscar "Buster" Primm Jr to Crime Control and Prevention District

On motion by Sarah Reed second by Chris Hardison, with all present members voting "aye" the following consent agenda items were approved:

A. Approval of the Minutes of Previous Meetings

B. Payment of Bills

C. Appoint Oscar "Buster" Primm Jr to Crime Control and Prevention District

VIII. DISCUSSION AND ACTION ITEMS

A. Discuss and consider a flood and drainage advisory committee and any other ways to investigate potential flooding and drainage improvements

Michael Coon reported there are seven interested residents in serving as the flood and drainage advisory committee.

Council member Brown

Mayor Pro Tem LaCount asked that the City consider adopting a resolution, in conjunction with all cities in Brazoria County, to show that all agencies are united in finding a solution or solutions to the problems.

Discussion was held on potential short term and long term solutions.

Council member Hardison asked that a resolution in support of expedited permitting and funding processes for any and all issues related to the recovery of flooding as a result of Hurricane Harvey be drafted and brought back for review.

Council member Hardison asked what the end goal for the flood and drainage advisory committee would be.

Mr. Coon advised that the city would probably need to hire an engineer. The group would work with staff and engineers to look at all options and then they, as a group, would prioritize potential solutions and present them to City Council.

Mayor Pro Tem LaCount stated that the City did continue to pursue after last year. However, a lot of the burden fell on staff and mayor. The committee would assist in speaking on these issues.

Council member Hardison asked what the group is limited to.

Mr. Coon advised the group would have no authority to make direct decisions. The group will research and investigate and bring ideas back to Council for any official decisions.

Council member Reed asked if all the interested residents are in the flooded areas.

Mr. Coon replied yes. One resident has worked as a civil engineer and has that experience. There are other engineers by trade, a former mayor, former President of HGAC and a former Vice President of Lower Brazos Coalition amongst the group.

Mayor Pro Tem LaCount asked if it would be appropriate to appoint nine members in hopes of getting other area residents to join as well. As she is concerned that all residents interested are on one side of Hwy 2004.

Mr. Coon stated he understands. However, any decision for areas south of 2004 require change on the North side of 2004. Also he believes a smaller group has more benefits.

Council member Brown ask if it would be possible to advise the group to reach out to other flooded areas.

Mr. Coon stated yes. They can definitely survey other areas and/or hold additional town hall meetings.

On motion by Sarah Reed second Chris Hardison, with all present members voting “aye” the Flood and Drainage Advisory Committee was created and council appointed the following residents with the recommendation that they get community involvement from all areas of town : Blaque Burke, Benny Howard, Linda Kellogg, Eric Timaeus, Terry Coldwater, Enrique Fernandez, and Pat Wade.

B. Discuss and consider public comment procedures at open meetings

Mr. Coon advised that the open meeting laws do not allow open discussion on items not specifically listed on the agenda.

Council member Brown stated the open meetings training stated certain individuals can respond with facts.

Mayor Pro Tem LaCount stated she would like to see more open discussion, if we want public to feel welcome.

Council member Brown suggested taking public questions in writing allows time to get factual information.

Discussion was held on moving the public comments to the end of agenda near future agenda items and allow public comments during discussion of posted agenda items and not limiting the number of residents allowed to speak.

Chris Hardison moved to revise the public comment agenda item to allow discussion on each agenda item, move the public comments to right before the future agenda items and remove the limitation of only five residents speaking. Sarah Reed seconded.

Council member Brown asked if they needed to add an item that states answers to written questions.

Ms. Cantu stated it could be added in description of public comments.

With all members voting 'aye', the Council meeting public comments policy was revised to allow discussion on each agenda item, move the public comments to right before future agenda items and remove the limitation of only five residents speaking.

C. Discuss and consider prohibiting scavenging through curbside debris

Mr. Coon advised that there has been some residents complain of scavenging through the flood debris and they have asked council to consider regulating this.

Council member Reed asked if residents are upset about the scavenging or the mess they are making when scavenging.

Council member Brown stated both.

Mayor Pro Tem LaCount advised she heard from a few residents who were upset that people were coming through prior to FEMA inspections.

Mr. Coon asked Chief Corb to give an overview.

Chief Corb stated the law states once it is on the curb its abandoned property. However, cities can be more restrictive. The only recommendation he would make would be to include an exemption for law enforcement investigative purposes.

Mr. Coon asked what ordinances were individuals getting cited for during this most recent event.

Chief Corb advised individuals were charged with theft of property.

Discussion was held on the disaster declaration process and timeline and the period of time which would be reasonable for such anti-scavenging restrictions.

Mr. Coon advised staff can bring back an ordinance reflecting ninety days following termination of a declared disaster with exceptions for permissions granted.

Council member Brown asked that the exception for law enforcement also be included.

D. Discuss and consider authorizing purchase of a Spartan 4 door Fire Pumper Truck from Metro Fire Apparatus through HGAC Buyboard in the amount of \$493,354

Council member Brown asked if staff looked into lease options for fire trucks or tankers which may have lessened the financial burden.

Clint Kocurek stated this particular vendor doesn't offer leasing option. Most vendors stopped that option all together for the larger vehicles because it is not cost effective.

Council member Brown asked that staff spend a day reaching out to other departments to see if there are other options.

Clint Kocurek reported that a letter of intent was authorized at the last council meeting and the Volunteer Fire Department is also purchasing another engine that is contingent on this engine.

Mayor Pro Tem LaCount asked for clarification on how the selection process was made.

Clint Kocurek stated the department board looks at department needs. The department did look at other makes but they were more costly. They also test drove the trucks. The truck selected is definitely not the top of the line. It's very basic with department add-ons to make it fully operable. The quote process also took almost a month.

Further discussion was held on grant and/or other funding options; certification required on all fire engines; maintenance of the new engines.

On motion by Chris Hardison, second by Sarah Reed, with Chris Hardison and Sarah voting "aye" and Mark Brown abstaining, the purchase of a Spartan 4 door Fire Pumper Truck from Metro Fire Apparatus through HGAC Buyboard in the amount of \$493,354 was approved.

E. Discuss and consider changes to Police Department holiday pay policy

Chief Corb reported currently the city has 12 approved holidays. However, Police Officers are instead granted 12 additional days off to account for floating holidays throughout the year. This has caused scheduling issues. He is asking that the officers be paid straight time for all holidays and if they work it will be holiday pay at time and a half. This would align with current policy for all other city staff, excluding Directors and the changes would be effective January 1st.

Mr. Coon stated that staff has had a lot of discussion on ways to assist officers and ensure they are well rested.

Mayor Pro Tem LaCount asked if the officers were ok with this decision.

Officer Munley reported that finding officers to swap days off can be trying for staff. Officers are tired.

Council member Brown asked if the leave was considered vacation or personal time off.

Chief Corb advised it was separate from and in addition to vacation.

Council member Brown asked if the supervisor has to approve requested leave.

Chief Corb advised yes. However, FLSA states if they have the time and we have staff to cover, the request cannot be denied.

Further discussion was held on history of existing holiday pay policy for police officers and the option of funding an officer through the Crime Control Prevention District twenty five cent tax approved by the voters.

On motion by Sarah Reed second by Chris Hardison, with all present members voting “aye” the changes to Police Department Holiday pay and schedule were approved.

Personnel policy changes will be brought back at the next meeting.

F. Approve items removed from Consent Agenda

IX. REPORTS

Reports that require no action.

X. CITY MANAGER’S REPORT

Mr. Coon stated the City received debris clean up assistance from Angleton, Clute, Lake Jackson, and Freeport. Brazos Crossing clean up is complete. There is one crew working through Audubon until the end of the week and two crews and seven trucks total throughout the City. Texas Workforce Commission will be providing two employees for a year at 40 hours a week. They will work with streets, drainage and parks, essentially everything but utilities.

In regards to heavy trash complaints, Waste Connections was in the city, however, the debris is high so they have only hit two streets.

XI. FUTURE AGENDA ITEMS

Council member Brown suggested discussion to review the waste collection contract.

Council member Hardison asked for the personnel policy changes to police holiday schedule.

Mayor Pro Tem LaCount asked for a resolution for expediting funding to proceed with dredging of Bastrop Bayou.

Mayor Pro Tem LaCount asked for the utility rate increase discussion and presentation to be brought back. Mr. Coon advised staff is still working on closing fiscal year and still working FEMA reimbursements and it could be closer to beginning of the next year before this was ready.

Mayor Pro Tem LaCount asked for an update from animal ordinance review committee.

XII. COMMITTEE REPORTS

Mr. Coon reported that Keep Richwood Beautiful met. The group is looking at city wide cleanup to help with flood cleanup and recovery. Sarah Reed advised she was not on email list and is the liaison for the committee.

XIII. COUNCIL MEMBER COMMENTS & REPORTS

Sarah Reed thanked the city and police department keeping her home safe, while she is unable to live in it.

XIV. MAYOR'S REPORT

Mayor Pro Tem LaCount stated she is glad to have Council member Brown and enjoys the feedback and resident participation.

XV. ADJOURNMENT

There being no further business the meeting adjourned 7:41 pm

These minutes were read and approved on this ____ day of _____, 20__.

Mark Guthrie, Mayor

Attest:

Giani Cantu, City Secretary

Minutes of City Council Regular Meeting

The City Council City of Richwood

A City Council Regular Meeting of the City Council of City of Richwood was held Monday, November 6, 2017, beginning at 6:00 PM in the Richwood City Hall, 1800 N. Brazosport Blvd. Richwood, Texas.

CALL TO ORDER

Mayor Guthrie called the meeting to order at 6:02 pm

INVOCATION

Michael Coon led the invocation.

PLEDGES OF ALLEGIANCE

Pledge of Allegiance & Texas Pledge

ROLE CALL OF MEMBERS

Mark Guthrie, Mayor

Lauren LaCount, Mayor Pro Tem

Frank Blanks, Council member

Sarah Reed, Council member

Chris Hardison, Council member - ABSENT

Mark Brown, Council member

Others present: Michael Coon – City Manager; Giani Cantu – City Secretary/Finance Director; Clif Custer – Public Works Director

DISCUSSION AND ACTION ITEMS

Discuss and consider authorizing the city to enter into a contract with a certified public accounting firm to review the bank reconciliations and general ledger accounts for FY16-17

Mayor Pro Tem LaCount asked why this was not being done in house.

Mr. Coon reported there is a time constraint and it is better practice to have a third party when staff is finding inconsistencies.

Council member Brown asked for clarification that no one on staff is a certified accountant.

Mr. Coon stated that is correct.

Council member Brown asked how far back are the discrepancies.

Mr. Coon advised they could go back twenty years.

Council member Brown asked why this was not corrected in previous years.

Further discussion was held with ?? Sanderson of Sanderson and Scheffer Public Accountant on the timeline needed, auditing processes and training provided.

Mayor Guthrie stated he wanted to clarify that there is no visible malicious intent and/or discrepancies at this time.

Council member Brown asked if the accounting software being used is dated and if it was the best software for current staff.

Sanderson advise he would look around a bit at other softwares.

Mayor Guthrie asked Mr. Sanderson to describe what his day to day processes would be.

Mr. Sanderson stated he will create a giant download that will be easily reconcilable from both sides, then reconcile to each other and lastly create an audit trail.

Council member Brown asked if the current system had an audit trail.

Mr. Sandersen advised to his understanding the current system did not create an audit trail or record of changes made throughout the system.

Council member Brown asked how many staff members would be working on this.

Mr. Sanderson advised it would be himself and possibly one other staff member.

Council member Brown asked if the City was only bound by hours actually worked.

Mr. Sandersen stated only hours worked would be billed.

Lauren LaCount made a motion to accept and authorize the city to enter into an agreement with Sanderson and Scheffer Public Accountant to reconcile the fiscal year 16-17 general ledger in an amount not to exceed \$14,250. Sarah Reed seconded.

Council member Brown asked what is the anticipated completion and deliver date.

Mr. Sanderson stated it would be dependant on what is found during the reconciliation.

With all present members voting “aye”, the agreement with Sanderson and Scheffer Public Accountant to reconcile the fiscal year 16-17 general ledger in an amount not to exceed \$14,250 is approved.

REPORTS

Reports that require no action.

CITY MANAGER’S REPORT

Mr. Coon reported the debris pickup is in its final week and the two temporary employees provided by the Texas Workforce Commission will start Wednesday.

PUBLIC COMMENTS

All public comments will be subject to the following rules: all speakers will be permitted to speak no longer than 3 minutes; all speakers will only be permitted to speak once; speakers cannot defer their 3 minutes to another speaker.

There were no public comments.

FUTURE AGENDA ITEMS

Lauren LaCount asked to have review of the chicken ordinance, home based business ordinance, and porch light ordinance on the next agenda.

COMMITTEE REPORTS

The Flood Advisory Committee met and created a plan of action. Their next meeting will be November 22 and they have requested a council liaison. This will be on the next agenda.

COUNCIL MEMBER COMMENTS & REPORTS

Council member LaCount reported the Trunk or Treat was great and there was a good turnout. She invited the public to volunteer and/or send volunteers to the City to assist with those types of events.

MAYOR’S REPORT

No report was given.

ADJOURNMENT

There being no further business the meeting adjourned at 6:34 p.m.

These minutes were read and approved on this ____ day of _____,
20____.

Mark Guthrie, Mayor

Attest:

Giani Cantu, City Secretary

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
14	ANGLETON FEED, PO BOX 330, ANGLETON, TX, 775160-033									
164212	09/29/17	gallon makaze herbicide	10/06/17	\$195.00	\$195.00	10-08-5270	Chemicals	\$2,000.00	(\$37.98)	
					\$195.00					
22	AUL AMERICAN UNITED LIFE INS., GROUP UNIT 2, 5570 RELIABLE PARKWAY, CHICAGO, IL, 60686-0055									
1560008	10/06/17	insurance	10/06/17	\$40.00	\$40.00	10-01-5115	Hospitalization	\$0.00	(\$40.00)	
1560008	10/06/17	insurance	10/06/17	\$20.00	\$20.00	10-02-5115	Hospitalization	\$0.00	(\$20.00)	
1560008	10/06/17	insurance	10/06/17	\$90.00	\$90.00	10-05-5115	Hospitalization	\$0.00	(\$90.00)	
1560008	10/06/17	insurance	10/06/17	\$20.00	\$20.00	10-06-5115	Hospitalization	\$0.00	(\$20.00)	
1560008	10/06/17	insurance	10/06/17	\$10.00	\$10.00	10-09-5115	Hospitalization	\$0.00	(\$10.00)	
1560008	10/06/17	insurance	10/06/17	\$10.00	\$10.00	10-10-5115	Hospitalization	\$0.00	(\$10.00)	
					\$190.00					
146	PENNEY'S ELECTRIC, PO BOX 2888, FREEPORT, TX, 77541									
18125	09/29/17	hook up gen. in case of power outage	10/06/17	\$195.00	\$195.00	10-99-5365	Other Equipment M&R	\$0.00	(\$10,404.17)	
					\$195.00					
192	TEXAS MUNICIPAL RETIREMENT SYSTEM, PO BOX 149153, AUSTIN, TX, 78714-9153									
october17	10/05/17	retirement	10/05/17	\$23,314.42	\$23,314.42	10-29-2132	Retirement Payable	\$0.00	\$23,314.42	
					\$23,314.42					
206	UTILITY DATA SYSTEMS OF TEXAS, LLC, P.O. BOX 6147, FRISCO, TX, 75035									
15690	10/06/17	municipal court back up service	10/06/17	\$468.00	\$468.00	10-06-5660	Dues & Subscriptions	\$0.00	(\$1,031.00)	
15807	10/06/17	municipal court web payment support	10/06/17	\$563.00	\$563.00	10-06-5660	Dues & Subscriptions	\$0.00	(\$1,031.00)	
					\$1,031.00					
514	P C CARE, 221 PARKING WAY, LAKE JACKSON, TX, 77566									
79296	10/06/17	backup services	10/06/17	\$99.95	\$99.95	10-01-5550	Information Technology S	\$0.00	(\$99.95)	
					\$99.95					
889	BCOS OFFICE TECHNOLOGIES, ATTN: ACCOUNTS RECEIVABLES, 1111 COUNTY ROAD 44, ANGLETON, TX, 77515									
ar224969	08/04/17	copier	10/05/17	\$96.03	\$96.03	10-01-5240	Expendable Operating Su	\$25,000.00	(\$1,300.57)	
ar224970	08/04/17	copier	10/05/17	\$29.27	\$29.27	10-01-5240	Expendable Operating Su	\$25,000.00	(\$1,300.57)	
					\$125.30					
929	INDUSTRIAL CHEMICAL CLEANER, P.O. BOX 14262, HOUSTON, TX, 77221-4262									
46738	09/29/17	repair on dyna fog mosquito fogger	10/06/17	\$619.60	\$619.60	10-02-5365	Other Equipment M&R	\$4,000.00	\$83.56	
					\$619.60					
1105	BRAZORIA COUNTY HISPANIC CHAMBER OF COMMERCE, 200 WEST 2ND STREET, SUITE 210, FREEPORT, TX, 77541									
2160	10/06/17	membership dues	10/06/17	\$275.00	\$275.00	10-01-5660	Dues & Subscriptions	\$0.00	(\$275.00)	
					\$275.00					
1142	C & S JANITORIAL SERVICES, INC., 6611 THEALL ROAD, HOUSTON, TX, 77066									
26324	10/06/17	janitorial services	10/06/17	\$275.00	\$275.00	10-01-5102	Contract Labor	\$0.00	(\$275.00)	

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor									
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
					\$275.00				
1220	DAHILL, P.O. BOX 205354, DALLAS, TX, 75320-5354								
in1352762	10/06/17	printers	10/06/17	\$190.26	\$190.26	10-01-5210	Office Supplies	\$0.00	(\$190.26)
in1179410	09/29/17	printer	10/06/17	\$55.00	\$55.00	10-06-5210	Office Supplies	\$6,700.00	\$1,007.12
in1352762	10/06/17	printers	10/06/17	\$97.00	\$97.00	10-06-5210	Office Supplies	\$0.00	(\$97.00)
					\$342.26				
1254	Y. TELLO FLOORCARE, 4522 LINCOLNSHIRE, HOUSTON, TX, 77048								
438637	10/06/17	floor maint at comm. Bldg.	10/06/17	\$80.00	\$80.00	10-08-5310	Building & Grounds M&R	\$0.00	(\$80.00)
					\$80.00				
1316	DE LAGE LANDEN FINANCIAL SERVICES, INC., PO BOX 41602, PHILADELPHIA, PA, 19101-1602								
56257208	09/29/17	copier	10/05/17	\$414.91	\$414.91	10-01-5935	Equipment - Time Paymer	\$5,500.00	(\$712.50)
					\$414.91				
1341	WASTE CONNECTIONS OF TEXAS, P.O. BOX 660177, DALLAS, TX, 75266-0177								
1460303	09/29/17	dumpster fees	10/06/17	\$2,320.41	\$2,320.41	10-02-5245	Dump Charges	\$2,700.00	(\$5,040.13)
					\$2,320.41				
1399	COASTAL POWER PRODUCTS, 1321 CR 47, ANGLETON, TX, 77515								
2017-237	10/06/17	QUARTERLY GENERATOR MAIN - CITY HALL	10/06/17	\$287.50	\$287.50	10-01-5310	Building & Grounds M&R	\$0.00	(\$287.50)
					\$287.50				
1444	MILLER UNIFORMS & EMBLEMS, 826 RUTLAND DRIVE, AUSTIN, TX, 78758								
87085	09/25/17	uniforms	10/05/17	\$482.18	\$482.18	10-05-5190	Uniforms	\$3,800.00	\$450.46
					\$482.18				
1490	ICMA-RC PLAN #307447, 777 NORTH CAPITOL STREET NE, STE 600-TAX, WASHINGTON, DC, 20002-4240								
october17	09/29/17	457 plan	10/05/17	\$1,286.70	\$1,286.70	10-29-2132	Retirement Payable	\$0.00	\$1,802.89
					\$1,286.70				
1495	ICMA-RC PLAN #706183, 777 NORTH CAPITOL STREET NE, STE 600-TAX, WASHINGTON, DC, 20002-4240								
october17	09/29/17	roth ira	10/05/17	\$150.00	\$150.00	10-29-2132	Retirement Payable	\$0.00	\$1,802.89
					\$150.00				
1528	SUPERION, 1000 BUSINESS CENTER DRIVE, LAKE MARY, FL, 32746								
143528	10/06/17	digital dispatch	10/06/17	\$85.32	\$85.32	10-05-5210	Office Supplies	\$0.00	(\$85.32)
					\$85.32				
1529	TEXAS MUNICIPAL COURTS EDUCATION CENTER, 2210 HANCOCK DRIVE, AUSTIN, TX, 78756								
OCTOBER17	10/06/17	testing fee	10/06/17	\$75.00	\$75.00	10-06-5130	Training & Travel	\$0.00	(\$75.00)
					\$75.00				

City of Richwood
Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
Total Bills To Pay:					\$31,844.55					

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor									
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
19	AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414								
9792652222363_1	10/01/17	dispatch - october	10/25/17	\$275.62	\$275.62	10-05-5420	Telephone	\$11,772.00	\$11,496.38
97926581132602_1	10/01/17	fire department october	10/25/17	\$107.18	\$107.18	10-07-5420	Telephone	\$2,200.00	\$2,092.82
					\$382.80				
54	CENTERPOINT ENERGY, PO BOX 4981, HOUSTON, TX, 77210-4981								
10010690-5_1003	10/05/17	gas - 1800 brazosport blv 0831-1003	10/20/17	\$22.34	\$22.34	10-01-5430	Natural Gas	\$1,500.00	\$1,073.39
4785754-5_1003	10/05/17	gas 720 n mahan 0831-1003	10/20/17	\$19.65	\$19.65	10-01-5430	Natural Gas	\$1,500.00	\$1,073.39
8112241-8_100317	10/05/17	gas 218 halbert 0831-1003	10/20/17	\$22.00	\$22.00	10-01-5430	Natural Gas	\$1,500.00	\$1,073.39
					\$63.99				
104	GULF COAST PAPER, PO BOX 4227, VICTORIA, TX, 77903								
1388241	10/02/17	drm lnr, klenx, handtwl, wypl roll	10/31/17	\$254.58	\$254.58	10-02-5220	Tools	\$2,500.00	\$2,245.42
					\$254.58				
154	PROMOTIONS UNLIMITED, 849 WEST PLANTATION DRIVE, CLUTE, TX, 77531								
30736	10/03/17	NAME PLATE JUDGE ZAVALA	10/15/17	\$27.69	\$27.69	10-06-5240	Expendable Operating Su	\$500.00	\$472.31
					\$27.69				
201	COMCAST, PO BOX 660618, DALLAS, TX, 75266-0618								
0819_102217	10/02/17	cable 100217-110117	10/22/17	\$10.80	\$10.80	10-07-5240	Expendable Operating Su	\$0.00	(\$90.24)
178847_100117	10/01/17	internet 93017-102917	10/21/17	\$79.44	\$79.44	10-07-5240	Expendable Operating Su	\$0.00	(\$90.24)
					\$90.24				
1316	DE LAGE LANDEN FINANCIAL SERVICES, INC., PO BOX 41602, PHILADELPHIA, PA, 19101-1602								
56253387	09/23/17	copier lease 091517-101417	10/15/17	\$176.15	\$176.15	10-05-5935	Equipment - Time Paymer	\$2,100.00	\$688.09
					\$176.15				
c/o Jamie Murphy, Texas A&M University PD, 1231 TAMU, College Station, TX, 77843-1231									
10102017	10/11/17	tuition for evidence course training 1017-10201	10/17/17	\$325.00	\$325.00	10-05-5130	Training & Travel	\$11,300.00	\$10,975.00
					\$325.00				
1346	BUDGET CARWASH, P.O. BOX 97, LAKE JACKSON, TX, 77566								
1073	09/30/17	CAR WASH - PD UNITS	10/20/17	\$14.00	\$14.00	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$4,951.16
					\$14.00				
1404	YAKLIN BRAZOSPORT, 1200 N. HWY. 288-B, RICHWOOD, TX, 77531								
324174	10/02/17	UNIT 1178 REPAIR CHECK ENGINE	10/24/17	\$341.30	\$341.30	30-21-5340	Vehicle M&R	\$3,000.00	\$2,658.70
					\$341.30				
OVANDO'S MAINTENANCE, C/O GABRIEL OVANDO, 215 STRATTON RIDGE RD #11, CLUTE, TX, 77531									
092617	09/26/17	CARPET CLEANING CITY HALL	10/20/17	\$350.00	\$350.00	10-01-5310	Building & Grounds M&R	\$15,000.00	\$368.82
					\$350.00				

City of Richwood
Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
Total Bills To Pay:					\$2,025.75					

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
8	AFLAC INSURANCE, 1932 WYNNTON ROAD, COLUMBUS, GA, 31999-0797									
510092	10/26/17	insurance	10/26/17	\$28.06	\$28.06	10-29-2136	Insurance Payable	\$0.00	\$2,749.17	
					\$28.06					
22	AUL AMERICAN UNITED LIFE INS., GROUP UNIT 2, 5570 RELIABLE PARKWAY, CHICAGO, IL, 60686-0055									
1567099	10/26/17	insurance	10/26/17	\$40.00	\$40.00	10-01-5115	Hospitalization	\$35,932.55	\$29,861.25	
1567099	10/26/17	policy# g 00030348-0000-000	10/26/17	\$10.00	\$10.00	10-02-5115	Hospitalization	\$17,966.28	\$15,709.93	
october17	10/26/17	insurance	10/26/17	(\$17.00)	(\$17.00)	10-02-5115	Hospitalization	\$17,966.28	\$15,709.93	
1567099	10/26/17	insurance	10/26/17	\$90.00	\$90.00	10-05-5115	Hospitalization	\$80,848.25	\$67,121.95	
1567099	10/26/17	insurance	10/26/17	\$20.00	\$20.00	10-06-5115	Hospitalization	\$17,966.28	\$14,946.92	
1567099	10/26/17	insurance	10/26/17	\$10.00	\$10.00	10-09-5115	Hospitalization	\$8,983.14	\$7,466.26	
1567099	10/26/17	insurance	10/26/17	\$10.00	\$10.00	10-10-5115	Hospitalization	\$8,983.14	\$7,465.42	
					\$163.00					
35	BRAZORIA COUNTY APPRAISAL DIST., 500 CHENANGO, ANGLETON, TX, 77515									
october17	10/26/17	quarterly taxes	10/26/17	\$2,915.28	\$2,915.28	10-01-5556	Contractural Services - Ta	\$13,000.00	\$10,084.72	
					\$2,915.28					
49	BRAZORIA COUNTY TREASURER, , , ,									
eng17-118	10/26/17	storm water local agreement	10/26/17	\$770.77	\$770.77	10-10-5660	Dues & Subscriptions	\$10,400.00	\$5,957.51	
eng17-128	10/26/17	storm water interlocal agreement	10/26/17	\$701.61	\$701.61	10-10-5660	Dues & Subscriptions	\$10,400.00	\$5,957.51	
					\$1,472.38					
90	FACTS, THE, PO BOX 549, CLUTE, TX, 77531									
16596-0917	10/26/17	newspaper ads	10/26/17	\$1,499.98	\$1,499.98	10-01-5685	Publishing & Advertising	\$7,995.00	\$6,495.02	
					\$1,499.98					
99	GOVT. FINANCE OFFICERS ASSOC., 203 N. LASALLE ST., SUITE 2700, CHICAGO, IL, 60601-1216									
october17	10/26/17	membership	10/26/17	\$85.00	\$85.00	10-01-5660	Dues & Subscriptions	\$11,161.00	\$7,801.00	
					\$85.00					
127	MALONE, DON, 105A Woodland Rd, Lake Jackson, TX, 77566									
october17	10/26/17	inspections	10/26/17	\$75.00	\$75.00	10-10-5102	Contract Labor	\$4,500.00	\$3,950.00	
october17-	10/26/17	inspections	10/26/17	\$50.00	\$50.00	10-10-5102	Contract Labor	\$4,500.00	\$3,950.00	
october17--	10/26/17	inspections	10/26/17	\$300.00	\$300.00	10-10-5102	Contract Labor	\$4,500.00	\$3,950.00	
october17---	10/26/17	inspections	10/26/17	\$125.00	\$125.00	10-10-5102	Contract Labor	\$4,500.00	\$3,950.00	
					\$550.00					
152	BUSINESS CARD, PO BOX 15796, WILMINGTON, DE, 19886-5710									
0531461725100043	10/26/17	travel meal	10/26/17	\$11.56	\$11.56	10-01-5130	Training & Travel	\$15,000.00	\$6,034.36	
5531020726401666	10/26/17	parking for travel	10/26/17	\$11.00	\$11.00	10-01-5130	Training & Travel	\$15,000.00	\$6,034.36	
2553606727210201	10/26/17	town hall meeting meal	10/26/17	\$144.98	\$144.98	10-01-5201	Food	\$0.00	(\$514.24)	
0543684727110006	10/26/17	retirement party for k schrom	10/26/17	\$4.87	\$4.87	10-01-5215	Custodial Supplies	\$1,000.00	(\$119.26)	
0543684725550012	10/26/17	stamps	10/26/17	\$100.00	\$100.00	10-01-5240	Expendable Operating Su	\$25,000.00	(\$1,565.44)	

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
0543684726950013	10/26/17	stamps	10/26/17	\$450.00	\$450.00	10-01-5240	Expendable Operating Su	\$19,620.00	\$18,898.00	
5513158725940080	10/26/17	microsoft renewal	10/26/17	\$108.24	\$108.24	10-01-5240	Expendable Operating Su	\$25,000.00	(\$1,565.44)	
5543286726410054	10/26/17	stamps.com	10/26/17	\$34.99	\$34.99	10-01-5240	Expendable Operating Su	\$25,000.00	(\$1,565.44)	
5554186726600402	10/26/17	adobe	10/26/17	\$21.64	\$21.64	10-01-5240	Expendable Operating Su	\$25,000.00	(\$1,565.44)	
5543687726326263	10/26/17	grabbing tools	10/26/17	\$65.16	\$65.16	10-02-5220	Tools	\$2,000.00	(\$394.23)	
5549967727279600	10/26/17	hitch pins	10/26/17	\$4.98	\$4.98	10-02-5220	Tools	\$2,000.00	(\$394.23)	
5549967726179600	10/26/17	raid spray	10/26/17	\$15.99	\$15.99	10-02-5270	Chemicals	\$2,000.00	\$1,938.08	
5549967726479600	10/26/17	anchor bolt	10/26/17	\$4.68	\$4.68	10-02-5365	Other Equipment M&R	\$4,000.00	(\$11.75)	
5543286726310010	10/26/17	membership	10/26/17	\$11.90	\$11.90	10-02-5660	Dues & Subscriptions	\$9,000.00	\$2,342.00	
0531461727850018	10/26/17	digital maps for city	10/26/17	\$47.63	\$47.63	10-05-5201	Food	\$1,850.00	\$1,802.37	
0541019727029500	10/26/17	office supplies	10/26/17	\$97.93	\$97.93	10-05-5220	Tools	\$1,500.00	(\$169.52)	
5542135727643253	10/26/17	vehicle wash	10/26/17	\$31.00	\$31.00	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$30,177.00	
0514048727572002	10/26/17	national night out	10/26/17	\$56.77	\$56.77	10-05-5287	Community Outreach	\$0.00	(\$946.92)	
5543687727517275	10/26/17	national night out	10/26/17	\$151.02	\$151.02	10-05-5287	Community Outreach	\$0.00	(\$946.92)	
7517679727578240	10/26/17	bounce toys for national night out	10/26/17	\$219.57	\$219.57	10-05-5287	Community Outreach	\$0.00	(\$946.92)	
7517679727578240	10/26/17	bounce toy for national night out	10/26/17	\$219.56	\$219.56	10-05-5287	Community Outreach	\$0.00	(\$946.92)	
2526508726600001	10/26/17	vehicle registration	10/26/17	\$7.50	\$7.50	10-05-5340	Vehicle M&R	\$11,000.00	\$911.28	
2526508726600001	10/26/17	vehicle registration fee	10/26/17	\$3.00	\$3.00	10-05-5340	Vehicle M&R	\$11,000.00	\$911.28	
5543286725510059	10/26/17	case management files	10/26/17	\$103.25	\$103.25	10-05-5542	Jail Expense	\$4,500.00	\$1,289.08	
0543684727700037	10/26/17	50 gallon tank	10/26/17	\$69.99	\$69.99	10-08-5851	Parks & Recreation	\$7,000.00	\$6,894.51	
0543684725010007	10/26/17	paper for flood	10/26/17	\$31.98	\$31.98	10-99-5210	Office Supplies	\$0.00	(\$77.48)	
0543684725210008	10/26/17	paper for flood	10/26/17	\$32.98	\$32.98	10-99-5210	Office Supplies	\$0.00	(\$77.48)	
0543684725210008	10/26/17	paper for flood	10/26/17	\$13.99	\$13.99	10-99-5210	Office Supplies	\$0.00	(\$77.48)	
0543684725210008	10/26/17	credit for paper	10/26/17	(\$16.99)	(\$16.99)	10-99-5210	Office Supplies	\$0.00	(\$77.48)	
5549967725179600	10/26/17	caution tape for flood	10/26/17	\$72.93	\$72.93	10-99-5240	Expendable Operating Su	\$0.00	(\$72.93)	
8517924725098000	10/26/17	shock for flood	10/26/17	\$399.98	\$399.98	10-99-5310	Building & Grounds M&R	\$0.00	(\$1,165.57)	
					\$2,532.08					
155	QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600									
1354124	10/26/17	office supplies	10/26/17	\$236.58	\$236.58	10-01-5210	Office Supplies	\$20,936.00	\$20,509.16	
1128181	10/26/17	office supplies	10/26/17	\$49.97	\$49.97	10-05-5210	Office Supplies	\$5,000.00	(\$7,620.37)	
					\$286.55					
195	TML - IEBP, PO BOX 732791, DALLAS, TX, 75373-2791									
7071710a	10/26/17	insurance	10/26/17	\$2,997.77	\$2,997.77	10-01-5115	Hospitalization	\$35,932.55	\$29,861.25	
7071711a	10/26/17	insurance	10/26/17	\$2,993.53	\$2,993.53	10-01-5115	Hospitalization	\$35,932.55	\$29,861.25	
7071710a	10/26/17	insurance	10/26/17	\$749.85	\$749.85	10-02-5115	Hospitalization	\$17,966.28	\$15,709.93	
7071711a	10/26/17	insurance	10/26/17	\$1,493.50	\$1,493.50	10-02-5115	Hospitalization	\$17,966.28	\$15,709.93	
7071710a	10/26/17	insurance	10/26/17	\$6,775.28	\$6,775.28	10-05-5115	Hospitalization	\$80,848.25	\$67,121.95	
7071711a	10/26/17	insurance	10/26/17	\$6,771.02	\$6,771.02	10-05-5115	Hospitalization	\$80,848.25	\$67,121.95	
7071710a	10/26/17	insurance	10/26/17	\$1,491.80	\$1,491.80	10-06-5115	Hospitalization	\$17,966.28	\$14,946.92	
7071711a	10/26/17	insurance	10/26/17	\$1,487.56	\$1,487.56	10-06-5115	Hospitalization	\$17,966.28	\$14,946.92	

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
7071710a	10/26/17	insurance	10/26/17	\$750.56	\$750.56	10-09-5115	Hospitalization	\$8,983.14	\$7,466.26	
7071711a	10/26/17	insurance	10/26/17	\$746.32	\$746.32	10-09-5115	Hospitalization	\$8,983.14	\$7,466.26	
7071710a	10/26/17	insurance	10/26/17	\$750.98	\$750.98	10-10-5115	Hospitalization	\$8,983.14	\$7,465.42	
7071711a	10/26/17	insurance	10/26/17	\$746.74	\$746.74	10-10-5115	Hospitalization	\$8,983.14	\$7,465.42	
7071710a	10/26/17	insurance	10/26/17	\$1,822.96	\$1,822.96	10-29-2136	Insurance Payable	\$0.00	\$2,749.17	
7071711a	10/26/17	insurance	10/26/17	\$1,822.96	\$1,822.96	10-29-2136	Insurance Payable	\$0.00	\$2,749.17	
					\$31,400.83					
201	COMCAST, PO BOX 660618, DALLAS, TX, 75266-0618									
october17	10/26/17	telephone	10/26/17	\$39.84	\$39.84	10-01-5420	Telephone	\$2,040.00	\$1,916.98	
october17	10/26/17	telephone	10/26/17	\$39.84	\$39.84	10-04-5294	Expenditures - Court Tech	\$2,000.00	\$1,960.16	
october17	10/26/17	telephone	10/26/17	\$147.98	\$147.98	10-05-5542	Jail Expense	\$4,500.00	\$4,352.02	
					\$227.66					
213	TX COMPTROLLER OF PUBLIC ACCOUNTS, P.O. BOX 149361, AUSTIN, TX, 78714-9361									
october17	10/26/17	state criminal costs and fees	10/26/17	\$16,354.68	\$16,354.68	10-29-2140	Municipal Court Costs	\$0.00	\$12,264.16	
october17-	10/26/17	child safety seat and seat belt	10/26/17	\$12.50	\$12.50	10-29-2140	Municipal Court Costs	\$0.00	\$12,264.16	
					\$16,367.18					
213	TX COMPTROLLER OF PUBLIC ACCOUNTS, P.O. BOX 149361, AUSTIN, TX, 78714-9361									
october17--	10/26/17	city criminal cost and fees	10/26/17	\$3,297.81	\$3,297.81	10-29-2140	Municipal Court Costs	\$0.00	\$12,264.16	
					\$3,297.81					
266	AIRGAS USA, LLC, PO BOX 676015, DALLAS, TX, 75267-6015									
9948335680	10/26/17	oxygen and acetylene	10/26/17	\$50.80	\$50.80	10-02-5240	Expendable Operating Su	\$3,000.00	(\$139.33)	
					\$50.80					
315	THE POLICE AND SHERIFFS PRESS, PO BOX 1489, LYONS, GA, 30436									
98405	10/26/17	id cards	10/26/17	\$17.49	\$17.49	10-05-5190	Uniforms	\$3,800.00	\$432.97	
					\$17.49					
350	VILLAGE OF SURFSIDE BEACH, 1304 MONUMENT DRIVE, CITY HALL, SURFSIDE, X, 77541									
105	10/26/17	bcca dinner	10/26/17	\$140.00	\$140.00	10-01-5130	Training & Travel	\$15,480.00	\$15,340.00	
					\$140.00					
362	FLEET SAFETY EQUIPMENT, INC, 6525 GOFORTH STREET, HOUSTON, TX, 77021									
162418	10/26/17	steel window bars	10/26/17	\$232.43	\$232.43	10-05-5340	Vehicle M&R	\$11,000.00	\$911.28	
					\$232.43					
428	EVR-GREEN, P.O. BOX 3582, LAKE JACKSON, TX, 77566									
18896	10/26/17	landscape maint at city hall	10/26/17	\$146.25	\$146.25	10-02-5310	Building & Grounds M&R	\$1,000.00	(\$4,408.08)	
					\$146.25					
514	P C CARE, 221 PARKING WAY, LAKE JACKSON, TX, 77566									
79583	10/26/17	back up services	10/26/17	\$99.95	\$99.95	10-01-5550	Information Technology S	\$20,726.00	\$20,526.10	

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
					\$99.95					
568	KEY, JASON, 219 Caladium, Lake Jackson, TX, 77566									
cor144	10/26/17	monthly hosted exchange mailbox	10/26/17	\$272.00	\$272.00	10-01-5240	Expendable Operating Su	\$19,620.00	\$18,898.00	
					\$272.00					
614	BROOKSIDE EQUIPMENT SALES, INC., 3715 S. SAM HOUSTON PKWY. E., HOUSTON, TX, 77047									
ia88075	10/26/17	spindle for mower	10/26/17	\$171.38	\$171.38	10-08-5365	Other Equipment M&R	\$7,500.00	\$7,328.62	
					\$171.38					
774	ZEIGLER'S SCREEN PRINTING, 137 EAST MULBERRY, ANGLETON, TX, 77515									
19123	10/26/17	trunk or treat signs	10/26/17	\$35.50	\$35.50	10-08-5851	Parks & Recreation	\$7,000.00	\$6,894.51	
					\$35.50					
889	BCOS OFFICE TECHNOLOGIES, ATTN: ACCOUNTS RECEIVABLES, 1111 COUNTY ROAD 44, ANGLETON, TX, 77515									
ar227567	10/26/17	copier contract	10/26/17	\$30.86	\$30.86	10-01-5210	Office Supplies	\$30,000.00	\$4,447.68	
ar227861	10/26/17	copier contract	10/26/17	\$86.47	\$86.47	10-05-5210	Office Supplies	\$4,600.00	\$4,428.21	
					\$117.33					
1056	J S Sales, 1020 CR 49, Angleton, TX, 77515									
1429	10/26/17	gloves	10/26/17	\$295.45	\$295.45	10-07-5190	Uniforms	\$8,000.00	(\$3,690.83)	
					\$295.45					
1061	PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP, 1235 NORTH LOOP WEST, SUITE 600, HOUSTON, TX, 77008									
ivc00037102	10/26/17	fees for collecting fines and fees	10/26/17	\$710.35	\$710.35	10-29-2140	Municipal Court Costs	\$0.00	(\$16,402.81)	
					\$710.35					
1094	ENERGIA RESOURCES, INC., 122 CR 839, ANGLETON, TX, 77515									
40238	10/26/17	cold roll	10/26/17	\$18.00	\$18.00	10-02-5365	Other Equipment M&R	\$4,000.00	\$3,982.00	
					\$18.00					
1123	TASB, INC., P.O. BOX 975112, DALLAS, TX, 75397-5112									
533907	10/26/17	boardbook subscription	10/26/17	\$3,000.00	\$3,000.00	10-01-5660	Dues & Subscriptions	\$11,161.00	\$7,801.00	
					\$3,000.00					
1157	COMCAST, P.O. BOX 37601, PHILADELPHIA, PA, 19101-0601									
57433073	10/26/17	telephone	10/26/17	\$83.18	\$83.18	10-01-5420	Telephone	\$2,040.00	\$1,916.98	
57433073	10/26/17	telephone	10/26/17	\$208.00	\$208.00	10-05-5420	Telephone	\$11,772.00	\$11,288.38	
					\$291.18					
1336	HLAVINKA EQUIPMENT, PO BOX 1335, EAST BERNARD, TX, 77435-0190									
1286	10/26/17	outer boom bushing for mini excavator	10/26/17	\$90.63	\$90.63	10-02-5365	Other Equipment M&R	\$4,000.00	(\$11.75)	
					\$90.63					
1373	MOMENTUM RENTAL & SALES, 809 SOUTH HIGHWAY 35, PORT LAVACA, TX, 77979									
47517-3	10/26/17	rental of trck loader for flood	10/26/17	\$1,339.22	\$1,339.22	10-99-5220	Tools	\$0.00	(\$1,339.22)	

Council Approval Report for FIRST NATIONAL BANK--100103073
(Council Approval Report)

Vendor											
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance		
					\$1,339.22						
1404	YAKLIN BRAZOSPORT, 1200 N. HWY. 288-B, RICHWOOD, TX, 77531										
324412	10/26/17	wheel bearings and tires - dump truck	10/26/17	\$1,532.11	\$1,532.11	10-02-5340	Vehicle M&R	\$6,000.00	\$4,467.89		
324435	10/26/17	vehicle maint	10/26/17	\$693.07	\$693.07	10-05-5340	Vehicle M&R	\$11,000.00	\$10,306.93		
					\$2,225.18						
1406	BAKER & LAWSON, INC., 300 EAST CEDAR, ANGLETON, TX, 77515										
16730	10/26/17	engineering drainage project	10/26/17	\$4,048.40	\$4,048.40	25-40-5385	Drainage M&R	\$25,000.00	\$20,951.60		
					\$4,048.40						
1427	KONA ICE, P.O. BOX 297, BRAZORIA, TX, 77422-0297										
inv-0026	10/26/17	national night out	10/26/17	\$300.00	\$300.00	10-05-5287	Community Outreach	\$0.00	(\$946.92)		
					\$300.00						
1484	OMNIBASE SERVICES OF TEXAS, LP, P.O. BOX 421449, HOUSTON, TX, 77242										
obs1730001311	10/26/17	failure to appear fees	10/26/17	\$36.00	\$36.00	10-29-2140	Municipal Court Costs	\$0.00	(\$16,402.81)		
					\$36.00						
1517	TXU ENERGY, P O BOX 650638, DALLAS, TX, 75265-0638										
054003947101	10/26/17	electricity	10/26/17	\$846.50	\$846.50	10-01-5410	Electricity	\$10,000.00	(\$384.37)		
054003947101	10/26/17	electricity	10/26/17	\$2,607.53	\$2,607.53	10-02-5410	Electricity	\$35,000.00	\$6,525.98		
054003947101	10/26/17	electricity	10/26/17	\$142.40	\$142.40	10-07-5410	Electricity	\$2,500.00	\$939.26		
054003947101	10/26/17	electricity	10/26/17	\$47.42	\$47.42	10-08-5410	Electricity	\$2,500.00	\$1,647.81		
					\$3,643.85						
1531	GARZA, HERMENGILDO, 149 CR 698 A, ANGLETON, TX, 77515										
october17	10/26/17	overpaid on citation refund	10/26/17	\$11.51	\$11.51	10-29-4112	Miscellaneous Income	(\$30,000.00)	(\$30,423.96)		
					\$11.51						
1532	ALMANZA, VICTOR, 111 BLUE JAY CT., RICHWOOD, TX, 77531										
october17	10/26/17	overcharge refund	10/26/17	\$7.00	\$7.00	10-29-4112	Miscellaneous Income	(\$30,000.00)	(\$30,423.96)		
					\$7.00						
1534	MERSINO DEWATERING, INC., 600 W. DRYDEN ROAD, METAMORA, MI, 48455										
55544	10/26/17	pump	10/26/17	\$7,423.00	\$7,423.00	10-99-5365	Other Equipment M&R	\$0.00	(\$17,827.17)		
					\$7,423.00						
Total Bills To Pay:					\$85,548.71						

Council Approval Report for W/S FIRST NATIONAL BANK--100103081
(Council Approval Report)

Vendor									
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
19 AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414									
october17-	10/26/17	telephone	10/26/17	\$75.18	\$75.18	30-21-5420	Telephone	\$2,500.00	\$2,383.23
					\$75.18				
22 AUL AMERICAN UNITED LIFE INS., GROUP UNIT 2, 5570 RELIABLE PARKWAY, CHICAGO, IL, 60686-0055									
1567099--01	10/26/17	insurance	10/26/17	\$40.00	\$40.00	30-21-5115	Hospitalization	\$53,188.55	\$47,027.01
					\$40.00				
36 BRAZORIA COUNTY GROUNDWATER CONSERVATION DISTRICT, 111 E. LOCUST, BLDG. A- 29, SUITE 140, ANGLETON, TX, 77515									
october17	10/26/17	groundwater fee	10/26/17	\$58.16	\$58.16	30-21-5660	Dues & Subscriptions	\$19,736.00	\$19,677.84
					\$58.16				
42 BRAZOSPORT WATER AUTHORITY, 1251 FM 2004, LAKE JACKSON, TX, 77566									
07-0440	10/26/17	brazosport water authority fees	10/26/17	\$20,727.00	\$20,727.00	30-21-5995	Brazosport Water Authori	\$230,000.00	(\$22,178.50)
					\$20,727.00				
54 CENTERPOINT ENERGY, PO BOX 4981, HOUSTON, TX, 77210-4981									
october17	10/26/17	natural gas	10/26/17	\$23.01	\$23.01	30-21-5430	Natural Gas	\$600.00	\$576.99
					\$23.01				
62 CLUTE POSTMASTER, , CLUTE, TX, 77531									
october17	10/26/17	postage for utility bills	10/26/17	\$329.80	\$329.80	30-21-5210	Office Supplies	\$6,000.00	\$5,391.25
					\$329.80				
82 DXI INDUSTRIES, INC., PO BOX 301049, DALLAS, TX, 75303-1049									
de05007402-17	10/26/17	chlorine	10/26/17	\$40.00	\$40.00	30-21-5270	Chemicals	\$7,500.00	\$7,360.00
de05007949-17	10/26/17	chlorine	10/26/17	\$10.00	\$10.00	30-21-5270	Chemicals	\$7,500.00	\$7,360.00
de05007950-17	10/26/17	chlorine	10/26/17	\$40.00	\$40.00	30-21-5270	Chemicals	\$7,500.00	\$7,360.00
de05007951-17	10/26/17	chlorine	10/26/17	\$30.00	\$30.00	30-21-5270	Chemicals	\$7,500.00	\$7,360.00
de05007991-17	10/26/17	chlorine	10/26/17	\$20.00	\$20.00	30-21-5270	Chemicals	\$7,500.00	\$7,360.00
					\$140.00				
136 MOORE SUPPLY, PO BOX 951949, DALLAS, TX, 75395-1949									
october17	10/26/17	credits applied to account	10/26/17	(\$8.24)	(\$8.24)	30-21-5392	Sewer Lines M&R	\$72,200.00	\$68,018.50
s151214890-001	10/26/17	pipe	10/26/17	\$239.74	\$239.74	30-21-5392	Sewer Lines M&R	\$72,200.00	\$68,018.50
					\$231.50				
152 BUSINESS CARD, PO BOX 15796, WILMINGTON, DE, 19886-5710									
554996772617960	10/26/17	floor fan	10/26/17	\$49.99	\$49.99	30-21-5390	Water Lines M&R	\$45,000.00	(\$4,446.93)
554473272616360	10/26/17	relay with toggle switch	10/26/17	\$124.15	\$124.15	30-21-5392	Sewer Lines M&R	\$72,200.00	(\$20,028.23)
					\$174.14				
195 TML - IEBP, PO BOX 732791, DALLAS, TX, 75373-2791									
7071710a--01	10/26/17	insurance	10/26/17	\$3,096.59	\$3,096.59	30-21-5115	Hospitalization	\$53,188.55	\$47,027.01
7071711a--01	10/26/17	insurance	10/26/17	\$2,984.95	\$2,984.95	30-21-5115	Hospitalization	\$53,188.55	\$47,027.01

Council Approval Report for W/S FIRST NATIONAL BANK--100103081
(Council Approval Report)

Vendor										
InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance	
7071710a--01	10/26/17	insurance	10/26/17	\$854.36	\$854.36	30-30-2136	Insurance Payable	\$0.00	\$1,300.32	
7071711a--01	10/26/17	insurance	10/26/17	\$961.76	\$961.76	30-30-2136	Insurance Payable	\$0.00	\$1,300.32	
					\$7,897.66					
205	UNITED SYSTEMS TECHNOLOGY, INC, PO BOX 743722, ATLANTA, GA, 30374-3722									
usti-001710	10/26/17	ebilling fee	10/26/17	\$52.16	\$52.16	30-21-5240	Expendable Operating S	\$2,200.00	\$2,147.84	
					\$52.16					
889	BCOS OFFICE TECHNOLOGIES, ATTN: ACCOUNTS RECEIVABLES, 1111 COUNTY ROAD 44, ANGLETON, TX, 77515									
ar227566	10/26/17	copier contract	10/26/17	\$175.69	\$175.69	30-21-5210	Office Supplies	\$6,000.00	\$5,391.25	
					\$175.69					
1157	COMCAST, P.O. BOX 37601, PHILADELPHIA, PA, 19101-0601									
57433073--01	10/26/17	telephone	10/26/17	\$41.59	\$41.59	30-21-5420	Telephone	\$2,500.00	\$2,383.23	
					\$41.59					
1509	HTI CONSTRUCTION, INC., 515 REINHARD ST., ROSENBERG, TX, 77471									
1729	10/26/17	1 inch water tap for 171 cypress	10/26/17	\$500.00	\$500.00	30-21-5390	Water Lines M&R	\$45,000.00	\$41,241.40	
1728	10/26/17	6 inch sewer bore and tap for 171 cypress	10/26/17	\$3,850.00	\$3,850.00	30-21-5392	Sewer Lines M&R	\$72,200.00	\$68,018.50	
1729	10/26/17	reset manhole ring	10/26/17	\$100.00	\$100.00	30-21-5392	Sewer Lines M&R	\$72,200.00	\$68,018.50	
					\$4,450.00					
1517	TXU ENERGY, P O BOX 650638, DALLAS, TX, 75265-0638									
054003947101--01	10/26/17	electricity	10/26/17	\$3,745.76	\$3,745.76	30-21-5410	Electricity	\$45,000.00	(\$552.16)	
					\$3,745.76					
1523	CORE & MAIN, P.O. BOX 28330, ST. LOUIS, MO, 63146									
h933772	10/26/17	water line supplies	10/26/17	\$3,258.60	\$3,258.60	30-21-5390	Water Lines M&R	\$45,000.00	\$41,241.40	
					\$3,258.60					
1533	MCGILL MAINTENANCE PARTNERSHIP, LTD., P.O. BOX 2521, FREEPORT, TX, 77542-2521									
076932	10/26/17	repair bucket claw with repair pin	10/26/17	\$1,743.00	\$1,743.00	30-21-5365	Other Equipment M&R	\$0.00	(\$1,743.00)	
					\$1,743.00					
Total Bills To Pay:					\$43,163.25					

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Michael Coon, City Manager

Date: November 9, 2017

Subject: Discuss and consider a resolution authorizing the financing and purchase of a Spartan 4 door Fire Pumper Truck from Metro Fire Apparatus through HGAC Buyboard in the amount of \$375,690

During their meeting on October 9th, the City Council authorized the purchase of a new pumper truck to replace Engine #1, which certifications have expired. After the down payment, \$375,690 is being financed through a 15-year purchase agreement with Community Leasing Partners. As part of the paperwork required to close the financing, Community Leasing Partners has asked Council to approve the attached resolution.

RESOLUTION NO. 17-10

RESOLUTION AUTHORIZING THE CITY OF RICHWOOD TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT WITH COMMUNITY FIRST NATIONAL BANK FOR THE ACQUISITION OF A NEW FIRE TRUCK FOR AN AMOUNT NOT TO EXCEED \$375,690.00

WHEREAS, the City of Richwood, Texas (the “Lessee”) is a political subdivision duly organized under the constitution and laws of the State of Texas; and

WHEREAS, it is hereby determined that a true and real need exists for the acquisition of a new fire truck for use by the Lessee (the “Equipment”); and

WHEREAS, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into an Equipment Lease Purchase Agreement (the “Agreement”) with Community First National Bank, as lessor (the “Lessor”), and certain related documents, for the purposes described therein, including the leasing of the Equipment;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RICHWOOD, TEXAS, AS FOLLOWS:

Section 1. The Agreement, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the City Manager of the Lessee is hereby authorized to execute and deliver the Agreement on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer’s execution thereof.

Section 2. The Escrow Agreement (the “Escrow Agreement”), among the Lessee, the Lessor and the escrow agent named therein, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Escrow Agreement is hereby authorized to be executed and delivered on behalf of the Lessee by a duly authorized officer of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer’s execution thereof.

Section 3. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Agreement and the Escrow Agreement.

Section 4. The Lessee has made certain capital expenditures in connection with the acquisition of the Equipment prior to the date hereof, and the Lessee expects to make additional capital expenditures in in connection with the acquisition of the Equipment in the future. The Lessee intends to reimburse itself for all or a portion of such expenditures, to the extent permitted by law, with the proceeds of the Agreement or other tax-exempt obligations to be delivered by the Lessee. The maximum principal amount of the agreement or other tax-exempt obligations expected to be delivered for the Equipment is not expected to exceed \$375,690.

Section 5. This resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

PASSED AND APPROVED this 13th day of November, 2017.

Mark Guthrie, Mayor

ATTEST:

Giani Cantu
City Secretary

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Giani Cantu, City Secretary

Date: November 9, 2017

Subject: BCAD Board of Directors - Resolution

The City of Richwood is entitled to 12 votes. The candidates are as follows:
Tommy King, Rubye Jo Knight, Gail Robinson, Glenn Slayer, and Susan Spoor

RESOLUTION 17-13

A RESOLUTION CASTING VOTES FOR THE CANDIDATES FOR THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the City of Richwood is entitled to twelve votes and wishes to cast its votes thereon; and

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

SECTION 1. The City of Richwood does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

<u>Tommy King</u>	_____
<u>Rubye Jo Knight</u>	_____
<u>Gail Robinson</u>	_____
<u>Glenn Salyer</u>	_____
<u>Susan Spoor</u>	_____

BE IT FURTHER RESOLVED, that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2017.

PASSED AND APPROVED this 13th day of November, 2017.

Mark Guthrie, Mayor

ATTEST:

Giani Cantu
City Secretary

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Giani Cantu, City Secretary

Date: November 9, 2017

Subject: Supporting resources flooding - Resolution

A resolution supporting adequate funding and resources be provided to federal agencies such as FEMA, HUD, Army Core of Engineers and other agencies, for the purpose of assisting with the processes of any recovery efforts related to damage caused by flooding as a result of Hurricane Harvey

RESOLUTION 17-11

A RESOLUTION SUPPORTING ADEQUATE FUNDING AND RESOURCES BE PROVIDED TO FEDERAL AGENCIES SUCH AS FEMA, HUD, ARMY CORE OF ENGINEERS AND OTHER AGENCIES, FOR THE PURPOSE OF ASSISTING WITH THE PROCESSES OF ANY RECOVERY EFFORTS RELATED TO DAMAGE CAUSED BY FLOODING AS A RESULT OF HURRICANE HARVEY

WHEREAS, Brazoria County residents have faced many challenges over the years including but not limited to record setting rain events, hurricanes, floods and tornados; and

WHEREAS, on August 25, 2017 Hurricane Harvey, a category 4 hurricane, made landfall near Rockport, Texas, at peak intensity, causing unprecedented and catastrophic flooding and destruction along the Texas coast, and flooding as far inland as Austin, Texas, with estimated economic losses ranging up to \$160 billion; and

WHEREAS, Brazoria County residents and agencies have always recovered and rebuilt their communities and their lives by working together and supporting each other in extraordinary ways and continue to do so now; and

WHEREAS, it is the belief of the City of Richwood that any recovery effort related to damage caused by flooding as a result of Hurricane Harvey will require multi-agency support and resources; and

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

SECTION 1. The City of Richwood asks our elected U.S. Representatives to support and provide adequate funding and resources that federal agencies such as FEMA, HUD, Army Core of Engineers and other agencies will need to carry out expedited permitting and processing of any recovery efforts related to damage caused by flooding as a result of Hurricane Harvey; and

SECTION 2. WHEREAS, the City of Richwood, encourages other local agencies to do the same.

PASSED AND APPROVED this 13th day of November, 2017.

Mark Guthrie, Mayor

ATTEST:

Giani Cantu

City Secretary

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Giani Cantu, City Secretary

Date: November 9, 2017

Subject: Supporting Joint efforts flood recovery - Resolution

A resolution supporting joint efforts with federal, state and/or local agencies, including Brazoria County, Velasco Drainage District and other surrounding agencies to assess and analyze all potential avenues of mitigation for any damage that could be caused by future flooding of the Brazos River and Bastrop Bayou

RESOLUTION 17-12

A RESOLUTION SUPPORTING JOINT EFFORTS WITH FEDERAL, STATE AND/OR LOCAL AGENCIES, INCLUDING BRAZORIA COUNTY, VELASCO DRAINAGE DISTRICT AND OTHER SURROUNDING AGENCIES TO ASSESS AND ANALYZE ALL POTENTIAL AVENUES OF MITIGATION FOR ANY DAMAGE THAT COULD BE CAUSED BY FUTURE FLOODING OF THE BRAZOS RIVER AND BASTROP BAYOU

WHEREAS, Brazoria County residents have faced many challenges over the years including but not limited to record setting rain events, hurricanes, floods and tornados; and

WHEREAS, on August 25, 2017 Hurricane Harvey, a category 4 hurricane, made landfall near Rockport, Texas, at peak intensity, causing unprecedented and catastrophic flooding and destruction along the Texas coast, and flooding as far inland as Austin, Texas, with estimated economic losses ranging up to \$160 billion; and

WHEREAS, Brazoria County residents and agencies have always recovered and rebuilt their communities and their lives by working together and supporting each other in extraordinary ways and continue to do so now; and

WHEREAS, it is the belief of the City of Richwood that any assessment and/or analysis of potential avenues of mitigation for any damage that could be caused by future flooding of the Brazos River and Bastrop Bayou will require joint support and funding of state and local agencies.

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

SECTION 1. The City of Richwood will support and strive to work in joint efforts with any federal, state and/or local agencies, including Brazoria County, Velasco Drainage District and other surrounding agencies to assess and analyze all potential avenues to mitigate any damage that could be caused by future flooding of the Brazos River and Bastrop Bayou.

PASSED AND APPROVED this 13th day of November, 2017.

Mark Guthrie, Mayor

ATTEST:

Giani Cantu
City Secretary

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Giani Cantu, City Secretary

Date: November 9, 2017

Subject: Prohibiting scavenging through curbside debris

At the September 25 meeting, Council member Lauren LaCount asked that Council have discussion to consider prohibiting scavenging through curbside debris.

Staff has drafted and brought it back in ordinance form for review.

ORDINANCE 17-419

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHWOOD, TEXAS ESTABLISHING AN ANTI-SCAVENGING ORDINANCE DURING AND UP TO THE 90TH DAY AFTER A DECLARED DISASTER HAS BEEN ENACTED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, for the safety and welfare of all beings in the City of Richwood, Texas, the City Council finds it in the best interest to establish an anti-scavenging ordinance within city limits; and

WHEREAS, the City Council of the City of Richwood, Texas has determined that an anti-scavenging ordinance is necessary in order to protect property, both real and personal; and

WHEREAS, a governing body of a municipality may enforce such regulation by adoption of an ordinance, and may impose a fine or penalty for the violation imposed or incurred under law or in accordance to an ordinance.

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

Section 1. Anti-Scavenging. No person except for duly authorized agents, city contractors, or employees of the city, or a person with the property owner's consent, shall remove any garbage, trash, recyclable materials, or any other material or property from any residence or commercial property during a disaster declared by the Mayor of the City of Richwood, and up to the 90th day from the date such a declared disaster ceases.

Section 2. Violation. That Any person violating any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed five-hundred dollars (\$500.00).

Section 3. Severability Clause. Should any part, sentence, phrase or section of this ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this ordinance shall not be adversely affected. No portion of the ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

Section 4. Cumulative/Conflict Clause. This ordinance shall be cumulative of all provisions of ordinances of the City except where provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinance are hereby repealed.

Section 5. Savings Clause. The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any right of the City of Richwood under any section or provisions of any ordinance in effect at the time of passage of this Ordinance.

Section 6. Repealed Clause. All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 7. Effective Date. This ordinance shall become effective immediately upon its passage and publication as provided by law. It is the intention of the City Council that this ordinance shall become a part of the existing Code of Ordinances of the City of Richwood and may be renumbered and codified therein accordingly. Any part of the existing Code of Ordinances in conflict with this ordinance is hereby repealed.

PASSED AND APPROVED on the first and final reading this ____ day of _____, 2017.

CITY OF RICHWOOD

Mark Guthrie, Mayor

ATTEST:

Giani Cantu, City Secretary

APPROVED AS TO FORM:

Jason Cordoba, City Attorney

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Giani Cantu, City Secretary

Date: November 9, 2017

Subject: Permit and Inspection Fees

Code of Ordinances states that the City will adopt the permit and inspection fees in ordinance format. These fees were approved in the budget process and are being brought to you in ordinance format. Staff felt it would make more sense to create a fee schedule as an appendix to the code of ordinances as opposed to updating every section of the code of ordinances that has a fee.

In the future, this would mean that we only have to update the fee schedule when and if fees are changed and we wouldn't have to update the text language. As we progress, we can move the bulk of fees to this schedule. For now it is only the building permit and inspection fees.

ORDINANCE NO. 17-418

AN ORDINANCE BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS AMENDING SECTION 19-51(5) PRELIMINARY PLAT SUBMITTALS OF THE CODE OF ORDINANCES, ESTABLISHING THE CITY PERMITTING AND INSPECTION FEE SCHEDULE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City's code of ordinances specifies that permitting and inspection fees should be adopted by ordinance; and

WHEREAS, The City of Richwood wishes to simplify the current fee schedule and ensure the fees adequately cover the cost of providing inspections and permitting services; and

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

Section 1: That SECTION 19-51(5) – Submittals is amended to read as follows:

Payment in the amount(s) as shown in Appendix C of the Code of Ordinances

Section 2: That APPENDIX C – Fee Schedule is hereby established and attached to this ordinance hereto.

Section 3: That if any provision of this ordinance or application thereof to any person or circumstance is held invalid by any court, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Richwood, Texas, hereby declares that it would have enacted such remaining portions despite any such invalidity.

Section 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 5: That this ordinance shall be in effect five (5) days after publication.

Passed and Approved on first and final reading this 13th day of November, 2017.

Mark Guthrie, Mayor

ATTEST:

Giani Cantu, City Secretary

APPROVED AS TO FORM:

Jason Cordoba, City Attorney

APPENDIX C – FEE SCHEDULE

Standard Building Permit Fees	
\$1,000 & Less	\$20.00 Base Fee
\$1,001 to \$50,000	\$20.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof
\$50,001 to \$100,000	\$260.00 for the first \$50,000 plus \$4.00 for each additional thousand or fraction thereof
\$100,001 to \$500,000	\$460.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof
\$500,001 and Up	\$1660.00 for the first \$500,000 plus \$2.00 for each additional thousand or fraction thereof

Residential/Commercial Plan Review Fees	
Base Fee	50% of Permit Fee

Building Permit Type “M” Fees	
Repairs	\$50.00
Residential	\$100.00
Commercial	\$150.00

Building Permit Type “E” Fees	
Repairs	\$50.00
Residential	\$100.00
Commercial	\$150.00

Building Permit Type “P” Fees	
Repairs	\$50.00
Residential	\$100.00
Commercial	\$150.00

Building Permit Type “S” Fees	
See Building Permit Fees	

Irrigation Permit Fees	
Base	\$30.00

Sign Permit Fees	
Base Fee	\$50.00

NEW/REVISED SUBDIVISION PERMIT FEES	
Plan Review Fees	
\$1,500.00	Up to 10 sheets
\$150.00	Per sheet above 10 sheets
50% of Original Fee	Review fees after 3 Submittals
Traffic Impact Analysis	
\$2,000.00	100 - 5,000 trips generated

\$3,000.00	5,001 - 15,000 trips generated
\$4,000.00	For greater than 15,000 trips generated
Public Infrastructure Inspection Fees	
\$150.00 per hour	8:00 a.m. to 5:00 p.m.
\$250.00 per hours	After hours, weekend, or holiday inspections

Inspections & Permit Fees

FY 2018 PROPOSED BUDGET

Key Objectives

- Simplify the current fee structures
- Cover cost of providing inspections & permitting services

Standard Permit Fee (No Changes)

Building Permit Fees	
Current	
\$1,000 & Less	\$20.00 Base Fee
\$1,001 to \$50,000	\$20.00 for the first \$1,000 plus \$5.00 for each additional thousand or fraction thereof
\$50,001 to \$100,000	\$260.00 for the first \$50,000 plus \$4.00 for each additional thousand or fraction thereof
\$100,001 to \$500,000	\$460.00 for the first \$100,000 plus \$3.00 for each additional thousand or fraction thereof
\$500,001 and Up	\$1660.00 for the first \$500,000 plus \$2.00 for each additional thousand or fraction thereof

Proposed Fee Changes

Plan Review Fees			
Current		Proposed	
Residential	\$50.00	Base Fee	50% of Permit Fee
Comercial	\$250.00		

Proposed Fee Changes

Mechanical Building Permit Fees			
Current		Proposed	
Base Fee	\$20.00	Repairs	\$50.00
Each ton up to 5	\$5.00	Residential	\$100.00
Each ton 6-10	\$7.50	Commercial	\$150.00
Each ton 11-50	\$10.00		
Each ton 51-100	\$15.00		

Proposed Fee Changes

Electrical Building Permit Fees			
Current		Proposed	
Base Fee	\$20.00	Repairs	\$50.00
Meter Loop	\$7.50	Residential	\$100.00
Temporary Pole	\$7.50	Commercial	\$150.00
Outlets over four	\$0.50		
Lighting Fixtures	\$0.50		
Appliances	\$1.00		
Smoke Detectors	\$1.00		

Proposed Fee Changes

Plumbing Building Permit Fees			
Current		Proposed	
Base Fee	\$20.00	Repairs	\$50.00
Plumbing Fixture	\$2.50	Residential	\$100.00
Water Heater	\$10.00	Commercial	\$150.00
Water Piping	\$5.00		
Sewer Piping	\$5.00		
Sewer Septic	\$3.00		

Proposed Fee Changes

Swimming Pool Building Permit Fees			
Current		Proposed	
Base Fee	\$20.00	See Building Permit Fee	
Private	\$2.50		
Public	\$10.00		

Irrigation Permit Fees			
Current		Proposed	
Base	\$20.00	Base	\$30.00

Proposed Fee Changes

Sign Permit Fees			
Current		Proposed	
Unlighted Signs	\$20.00	Base Fee	\$50.00
Lighted Signs	\$50.00		

Utility Connection Fees*			
Current		Proposed	
Water Tap	\$500.00	Water Tap	\$575.00
Sewer Tap	\$500.00	Sewer Tap	\$575.00
		Bore Surcharge	\$335.00

*May be adjusted down if developer performs a portion of the work.

Subdivision Permit Changes

- Currently ordinance says 1% of development cost. However, historically this fee has not been collected.
- Proposed Rates
 - Plan Review
 - \$1,500 for plans up to 10 sheets
 - \$150 per sheet above 10 sheets
 - Review Fees After 3 Submittals (50% of Original Fee)
 - Traffic Impact Analysis
 - \$2,000 for 100 - 5,000 trips generated
 - \$3,000 for 5,001 - 15,000 trips generated
 - \$4,000 for greater than 15,000 trips generated
 - Public Infrastructure Inspection Fees
 - \$150 per hour (8:00am to 5:00pm)
 - \$250 per hour (After hours, weekend, or holiday inspections)



RICHWOOD POLICE DEPARTMENT

1800 N Brazosport Blvd
Richwood, Texas 77531



BRYAN CORB
Chief of Police

Business (979) 265-2640
Emergency (979) 265-2222
Fax (979) 266-8533

October 6, 2017

Memo to Richwood City Council

Re: Holiday Pay Change for the Police Department

Mayor and Members of City Council,

The City of Richwood currently has 12 holidays as approved by council. The police officers are currently allowed to use the holiday time as floating holidays. The officers can use the holiday time anytime during the year, as the schedule allows. What this does however, is force another officer to work overtime in an effort to ensure coverage of the city is maintained when one officer uses his or her floating holiday during the year. This has become increasingly difficult on our officers as they may be on a day off, but then told they need to come in to cover a shift due to an officer having taken off for the floating holiday. The floating holiday time is in addition to their vacation time, which causes other issues with scheduling.

I reached out to our supervisors, who are charged with scheduling, and our officers in an effort to obtain their thoughts on changing the holiday time to the same as the other city employees. The change would mirror city staff, in that if an officer works the holiday, they would receive double time and half and if the officer is off, they would receive a straight days pay for the time they are off. This would eliminate the need to have another officer come in on their day off to cover the shift and allow the officers more time to rest and spend with their families instead of having to shorten their time off to cover for others.

I am asking council to approve the change and to consider the removal of personnel policy 602 at the next City Council meeting.

Please let me know if you have any questions.

Respectfully,

Bryan Corb,
Chief of Police

POLICY AND PROCEDURE MANUAL

Section: ~~Employee Benefits and Services~~

Policy: ~~Holidays for Full Time Police Officers and Employees Working an Alternative Work Schedule~~

Policy #: ~~602~~

Effective: ~~April 2014~~

Revised: ~~March 2015~~

~~HOLIDAYS FOR FULL-TIME POLICE OFFICERS AND EMPLOYEE'S WORKING AN ALTERNATIVE WORK SCHEDULE~~

~~Holidays for Full Time Police Officers and Employees working an alternate work schedule shall be determined and compensated in the following manner:~~

- ~~a. Full Time Police Officers shall not be entitled to the same recognized holiday schedule as other Employees for the City due to the necessity of Police Officers to work on these recognized holidays;~~
- ~~b. Full Time Police Officers and Employees working an alternate work schedule shall receive an equal number of days as on the City Holiday list for holidays, which days can be chosen at their discretion within the appropriate quarter;~~
- ~~c. If a Police Officer or Employee working an alternate work schedule does not use the days allocated for holidays, he or she shall lose those days at the end of the year;~~
- ~~d. A Police Officer and Employees working an alternate work schedule may not use as his or her an equal number of days as on the City Holiday list for holidays, on a day that is recognized as a holiday by the City;~~
- ~~e. Pay for those days selected as the Police Officer's or Employees working an alternate work schedule's holidays shall be paid a regular day's pay;~~
- ~~f. Because the Police Officers or Employees working an alternate work schedule will have the option to choose his or her holidays, Police Officers or Employees working an alternate work schedule shall not receive additional compensation for working on holidays recognized by the City.~~

POLICY AND PROCEDURE MANUAL

Section: Employee Benefits and Services
Policy: Holidays
Policy #: 601
Effective: April 2014
Revised: March 2015

HOLIDAYS

Approved City holidays are as follows:

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

A Full Time Employee who does not work on a holiday or the day observed in place of a holiday will be paid for eight (8) hours or one day's pay whichever is applicable at the straight time base rate unless the Employee:

(A) Is absent from work without permission of their supervisor on their scheduled working day immediately preceeding or immediately following the holiday.

(B) Is on extended leave of absence of more than thirty (30) days.

A Full Time Employee who works on a holiday or a day observed in place of a holiday will receive eight (8) hours pay or one day's pay whichever is applicable at straight time base rate plus time and one half. If a second shift is worked, the rate will be time and one half.

When a holiday, or a day observed in place of a holiday, falls on an Employee's regularly scheduled day off, he will be paid an extra day's pay that week. An extra day's pay resulting from this will not count as a day worked for purposes of computing overtime.

Those holidays falling when an Employee is entitled to be paid for will not be charged as a vacation day to the Employee. Should the date of any official holiday fall on a Saturday, the holiday will be taken on the preceding Friday. If the official holiday falls on a Sunday, the following Monday will be observed as the holiday. The official holiday list for the City of

Richwood will be provided to all employees.

If a holiday falls during the period an Employee is utilizing vacation, the holiday will be handled in accordance with the policy on holidays as denoted above and will not be charged against the Employee's vacation time.

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Giani Cantu, City Secretary

Date: November 9, 2017

Subject: Animal Ordinance Review - Chicken ordinance

The animal ordinance review committee has met a few times and done some great research. They made a recommendation at their last meeting to proceed with presenting amendments to the chicken portion of the ordinance. Attached is a very rough draft of their recommendations.

DOMESTIC CHICKENS

Sec. - Domestic Chickens

- (a) It is unlawful for a person to keep and maintain any domestic chicken in the city without first obtaining a city permit every two calendar years. Permits are only valid for two calendar years.
- (b) It is unlawful for a person to keep more than six chickens in the city.
- (c) It is unlawful for a person to keep roosters or drakes, or any other type of fowl in the city.
- (d) It is unlawful for any person to allow any chicken to run or fly at large or to trespass on the premises of any other person.
- (e) It is unlawful to keep any chicken which, by causing frequent or long-continued noise, shall disturb a person of ordinary sensibilities on adjoining, adjacent or neighboring premises.
- (f) It is unlawful to keep any chicken in such manner as to cause a stench or odor which is offensive to a person of ordinary sensibilities on adjoining, adjacent or neighboring premises.
- (g) It is unlawful to keep the premises in an unsanitary condition that allows the infestation of animal waste parasites, insects, mosquitoes and flies that could be harmful to the animals' health and/or to the health of the general public;
- (h) Persons keeping chickens in conjunction with operation of feed and grain stores/farm supply stores legally zoned are not required to obtain a city permit, but must comply with all other provisions of this division including, but not limited to, the maintenance and sanitation standards and odor and noise nuisance regulations.

Sec. - Definitions.

- (a) *Coop* means a cage, chicken tractor, enclosure or building used for housing and protecting chickens from weather and predators.
- (b) *Domestic chicken* means chickens/hens only. (No roosters.)
- (c) *Feeder* means a device or apparatus for supplying food.
- (e) *Pen* means an enclosure for chickens which allows freedom of movement but also prevents escape.
- (f) *Rooster* means a male chicken.

Sec. - Permit fee, permit application and inspection of premises.

- (a) The initial permit application fee is \$_____ and each subsequent renewal fee is \$_____. Fees shall be waived for students who are involved in either the FFA or 4H programs. However, they shall be responsible for all other applicable costs associated with the permitting process and for the compliance with all other provisions of this article.
- (b) Prior to keeping any chickens in the City of Richwood, a party must obtain a city permit and shall first submit a permit application fee with a completed application containing information including, but not limited to the following:
 - (1) Applicant's name and site address;
 - (2) Number of chickens to be kept. (number cannot exceed six);
 - (3) If a tenant seeks to keep domestic chickens, written permission from landlord authorizing the keeping of domestic chickens and permission to install a coop, pen and/or hutch;

- (4) A sketch identifying the property boundaries and dimensions, the location of all coops, pens and hutches on the property and the distances between them and the property line and the distance between them and the neighboring habitable structure;
 - (5) A description of the coop or enclosure, including materials used and the cubic footage;
 - (6) An affirmation that the applicant has never been found guilty of any animal welfare, neglect or cruelty law;
 - (7) Affirmation from the applicant that there are no private restrictions including, but not limited to, deed restrictions, condominium restrictions, neighborhood association bylaws, covenants, restrictions and rental agreements that prohibit the keeping of chickens at this location. (A permit issued to a person whose property is subject to private restrictions that prohibit keeping of chickens is NULL and VOID.); and
 - (8) A sworn statement that all statements contained in the application are true and that the permit holder shall keep the chickens in compliance with the terms of the permit, application and this division and that failure to comply will result in revocation of the permit and issuance of a citation.
- (c) Before a permit is issued, an employee shall inspect the premises to determine if the keeping of the domestic chickens on the premises will endanger or is likely to endanger the health, safety, peace, quiet, comfort, enjoyment of or otherwise become a public nuisance to nearby residents or occupants or places of business.

Only one permit shall be issued per household. Issuance of a permit is a discretionary act.

- (d) A permit to keep chickens is specific to the permit holder and the location of the permit. No vested zoning rights arise from the permit being issued and the permit does not run with the land. A person wishing to move chickens to a different property location within the city must obtain a new permit. A new resident/tenant of a property who intends to keep chickens shall obtain a new permit regardless of whether chickens are kept on the property or continue to be kept on the property.
- (e) Changes to the standards contained in this division shall require any permit holder to comply with any new standard, regulation, or condition and no notice to a permit holder is required prior to enforcement of any new standard beyond that required for adoption of a new or revised ordinance.
- (f) Upon receipt of a permit, domestic chickens may be kept in the city so long as the owner, tenant, or person in control of the premises ("keeper") where the chickens are kept comply with all requirements of this division at all times, including the following conditions:
 - (1) The number of chickens on the premises cannot exceed six. No roosters or other type of fowl may be kept;
 - (2) The domestic chicken are kept or used for egg production purposes only, with consumption of the eggs by the keeper or person in the keeper's household;
 - (3) No profit or business may be derived from the keeping or use of the domestic chicken and/or eggs by the keeper;
 - (4) The domestic chicken must be provided with a coop/house located in the back yard. Back yard means "rear yard" as defined in the city zoning ordinance.
- (g) A permit for domestic chickens under this section does not relieve any party from any requirement to obtain any other permit or other necessary approvals for any structure, fence, lighting, heat source, etc., as required by the City of Richwood Code of Ordinances.

Sec. - Coop requirements.

Any keeper of chickens within the city shall provide coops, enclosures and housing to adequately accommodate these domestic chickens without disturbing adjacent property owners.

- (1) A tenant must obtain the landlord's written permission to install a coop;
- (2) Coops shall be constructed, repaired and maintained in a manner to prevent rodents from being harbored underneath or within the walls of the enclosure, and to keep out raptors and other predatory animals;
- (3) Coops must provide a minimum of four square feet of floor space for each grown chicken and the coops must not exceed eight-foot high;
- (4) Coops must be located at least 7 ½ feet from the property line and/or not within any building set back and/or right of way/utility easement;
- (5) Interior of the coop must be treated with an approved disinfectant at least once every six months to discourage insects, fleas, ticks, mites, mosquitoes and flies;
- (6) Coop and pen areas must be cleaned and feces must be removed and disposed of in a sealed, enclosed container at a minimum of at least once weekly so as to maintain the area so that no offensive odors are emitted from that area;
- (7) Fecal matter may be used as fertilizer if turned completely into the soil at least once weekly and there is no noxious odor; and
- (8) Feeding practices must not attract unwanted rodents.

Sec. - Pen requirements.

- (a) The coop must be completely surrounded by a six-foot high secure and substantial fenced enclosure ("pen") that provides adequate space for the domestic chicken to roam, in which the chicken are kept at all times. Each chicken shall have at least 12 square feet of permeable land area. The pen may not be located closer than 15 feet to any existing dwelling or business owned, used, or maintained by any person other than the keeper;
- (b) There must be a well-drained area that allows the chickens to have access to dry ground at all times; and
- (c) No chickens may run (or waddle) at large within the corporate limits of the City of Richwood.

Sec. - Revocation of permit.

- (a) The City of Richwood may revoke any permit if:
 - (1) The permit has been mistakenly issued without compliance with this division or any City of Richwood Code of Ordinances relating to keeping domestic chickens;
 - (2) The applicant has submitted false information;
 - (3) A permittee fails to allow city staff access to inspect the property or interferes with the performance of their duties;
 - (4) The domestic chickens kept are causing a stench or odor which is offensive to a person of ordinary sensibilities on adjoining, adjacent or neighboring premises;
 - (5) The domestic chickens are causing a noise which is offensive to a person of ordinary sensibilities on adjoining, adjacent or neighboring premises;
 - (6) The permittee fails to keep the premises in a sanitary condition and reasonably free of animal waste, parasites, insects, mosquitoes and flies that could be harmful to the animals' health and/or to the health of the general public; or

- (7) A permittee has received one or more convictions or deferred disposition for any violation of a state law or local ordinance relating to "animals", including but not limited to, maintenance and sanitation standards, creating noxious odors or causing frequent or long-continued noise, creating a public nuisance or endangering the public health or safety, and allowing the animals to run at large.
- (b) The person aggrieved by a revocation of a permit can appeal the decision to the city manager or his/her designee within ten calendar days of the revocation. The city manager's or the designee's decision is final.

Sec. - Responsibility for compliance.

Each person owning, keeping, possessing or harboring a domestic chickens shall be responsible for complying with this division and for preventing the domestic chickens from violating this division.

Sec.. - Penalties.

A person who violates a provision of this division is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$2,000.00.

Secs.. - Reserved.

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Michael Coon, City Manager

Date: November 9, 2017

Subject: Review of the solid waste collection contract and suggestions for future waste collection services offered

During October's Council Meeting, Councilmember Brown requested a review of the City's waste collection contract. The current contract with Waste Connections is set to expire in August 2018, and does have the option for an automatic renewal. However, if the City would like to change the terms of the contract we would need to start the process of rebidding the services sometime early next year.

**EXCLUSIVE RESIDENTIAL, COMMERCIAL, AND ROLL-OFF
REFUSE SERVICE CONTRACT
CITY OF RICHWOOD, TEXAS
AND
WASTE CONNECTIONS OF TEXAS, LLC**

EXCLUSIVE RESIDENTIAL, COMMERCIAL, AND ROLL-OFF REFUSE SERVICE CONTRACT

This EXCLUSIVE RESIDENTIAL, COMMERCIAL, AND ROLL-OFF REFUSE SERVICE CONTRACT (this “Agreement”) is made and entered effective as of 1st day of September, 2015, by and between the **CITY OF RICHWOOD, TX**, a Texas home rule municipality, hereinafter referred to as the “CITY”, and **WASTE CONNECTIONS OF TEXAS, LLC**, its successors and assigns, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

I

SCOPE OF WORK AND AGREEMENT

1.1. The work to be done by CONTRACTOR pursuant to this Agreement consists of collection, processing and/or disposal of: (a) residential refuse and recyclables collected from all single family residential units, (b) commercial refuse collected from every commercial unit, and (c) residential refuse, commercial refuse, and construction and construction waste collected in roll-offs, all located within the city limits of the CITY, and the furnishing of all labor, methods or processes, tools, equipment and transportation and disposal necessary to meet the requirements of this Agreement.

1.2. All collections and disposal contemplated hereunder shall be done and performed by CONTRACTOR promptly and in a good, thorough, workmanlike, safe and efficient manner to the reasonable satisfaction of the CITY.

1.3. The CITY’s service area shall be any commercial unit, single family residential unit, or other physical location (including any individual, business, or other entity) within the city limits of the City of Richwood, Texas.

II

DEFINITION OF TERMS

2.1. Whenever in this Agreement the following terms are used, they shall be defined as follows:

(a) Bags – Plastic sacks designed to store Residential Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

(b) Brush – Plants or grass clippings, leaves or tree trimmings.

(c) Bulky Waste – Refrigerators, freezers, air conditioners (note: all must have certification of Freon reclamation), stoves, water tanks, washing machines, dryers, freezers, other white goods, appliances, hot water heaters, couches, furniture, bicycles, large volumes of containerized Yard Waste and similar items that might be found in or around the home.

(d) Bundles – Trees, shrub and brush trimmings or newspapers and magazines neatly stacked, forming an easily handled package not exceeding five feet (4') in length or fifty (50) pounds in weight, and eighteen inches (18") in diameter. Total amount "bundled" material set out for collection each month shall not exceed five (5) cubic yards.

(e) Commercial Refuse - All Garbage, Rubbish, and Bulky Waste generated by a commercial or industrial unit, excluding Hazardous Waste or construction debris, except for such incidental quantities as are regulatory acceptable and are agreed to by Contractor.

(f) Commercial Refuse Collection - Non-Residential Refuse collected from commercial or industrial establishments.

(g) Contractor/Construction Waste – Garbage as defined herein that is generated from construction, remodeling, tree removal or landscaping, including, but not limited to, lumber, plywood, drywall, carpeting and other flooring material, tile, roofing material, stumps, and soil.

(h) Customer – Any and all CITY utility customers.

(i) Dumpster - a metal container of at least two (2) cubic yards in size, with an attached lid, and specifically designed for use with a front-end loading packer truck.

(j) Force Majeure Event – means: (i) an act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence; (ii) riots, wars, sabotage, civil disturbances, acts of terrorism or insurrection; (iii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise materially affects this Agreement or any permits or licenses of CONTRACTOR with respect to the acceptance and/or disposal of any waste; (iv) the denial, loss, suspension, expiration, termination, failure of renewal, or the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to dispose of and/or accept any waste; (v) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to CONTRACTOR's obligations under this Agreement, including, without limitation, such changes that have a substantial, material and adverse effect on the cost of performing the contractual obligations of CONTRACTOR set forth in this Agreement; (vi) strikes, lockouts and other labor disturbances; or (vii) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste.

(k) Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purpose and are usually a mixture of putrescible, non-putrescible, and incombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items.

(l) Hazardous Waste – Any chemical compound, mixture, substance or article which is designated by any governmental authority, whether before or after the date of this

Agreement, including, without limitation, the United States Environmental Protection Agency or any agency of the State of Texas, as “hazardous” or “toxic” as the term is defined by or pursuant to federal, state or local laws or ordinances. Hazardous Waste shall also include all medical waste items.

(m) Ninety-Five (95)-Gallon Cart – A polyethylene receptacle designed for the collection of solid waste material, with a minimum ninety-five (95) gallon capacity, equipped with a tight fitting hinged overlapping lid with two (2) oblique handles on the front corners for easy opening, two (2) 12 inch plastic molded/snap on wheels rated for 200 pounds per wheel, in-molded, integral hand grips for pushing/pulling the cart. After waste is removed, CONTRACTOR shall leave containers at point of origin. CONTRACTOR shall supply one (1) ninety-five (95) Gallon Cart for each occupied Residential Unit for Residential Refuse, and one (1) ninety-five (95) Gallon Cart for each occupied Residential Unit for Recyclables.

(n) Residential Refuse – All Garbage, Rubbish, Bulky Waste, Yard Waste and all other items that may be deposited in a sanitary landfill as generated by an occupant of a Residential Unit, excluding Hazardous Waste, but including household move-in cartons when collapsed and tied.

(o) Residential Unit – A dwelling within the corporate limits of the CITY occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water and sewer or domestic light and power services are being supplied thereto.

(p) Rubbish – All wood waste, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

(q) Severe Weather Conditions – An act of God, landslide, lightning, earthquake, fire, explosion, hurricane, tornado, storm, flood, storm surge or similar natural disaster or occurrence

(r) Yard Waste – All tree trimmings, grass cuttings, plants, weeds, leaves, sawdust, limbs less than one inch (1”) in diameter, brush or clippings.

III EQUIPMENT AND PERSONNEL

3.1. CONTRACTOR will furnish, during the period of this Agreement, a sufficient number of all metal, “packer-type” trucks, with sufficient operators and workmen for each, to collect and dispose of all Residential and Commercial Refuse. All equipment shall be in good working order and condition, reasonable wear and tear excluded. All equipment shall bear the name of CONTRACTOR and CONTRACTOR’s telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. All Dumpster shall be maintained by CONTRACTOR in good condition.

3.2. All CONTRACTOR personnel on the service trucks must wear uniforms identifiable as CONTRACTOR employees, save and except during emergency situations (such as during a Force Majeure Event or immediately after a holiday when trash volumes may run especially high and require the addition of temporary personnel in order to complete routes in a timely manner). CONTRACTOR will assure the presence of at least one English-speaking employee on each service truck. CONTRACTOR's employees will not take breaks or lunch in the CITY's subdivisions.

IV OFFICE HOURS

4.1. CONTRACTOR shall maintain and staff an office Monday through Friday, 8:00 a.m. to 5:00 p.m. for the CITY or individual Customers, to communicate, discuss and refer any complaints arising in connection with such collection and disposal service. CONTRACTOR's officer is located at 10310 FM 523, Angleton, TX 77515.

V RESIDENTIAL COLLECTION

5.1. CONTRACTOR shall, prior to commencement of service under this Agreement and prior to any alteration in the collection schedule as allowed hereunder, notify each Customer of the CITY of the collection schedule (or alteration thereof) and the address and telephone number of CONTRACTOR.

5.2. CONTRACTOR will provide each Residential Unit within the CITY with a ninety-five (95) gallon container for Residential Refuse at the Rates set forth in Section 12.1, as such may be adjusted from time to time. Title to the refuse containers shall remain with CONTRACTOR. CONTRACTOR shall collect and properly dispose of all Residential Refuse from all single family Residential Units used for residential purposes located within the CITY, once each week, curbside with Ninety-Five (95) Gallon Cart service on the day or days selected by CONTRACTOR and communicated to the CITY and Customers, except when a holiday, as set forth in Section 15 hereof, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the times and routes of collection, provided that CITY is given prior written notification of the changes. CONTRACTOR may change or alter the days of collection only after receiving prior consent from the CITY, which consent shall not be unreasonably withheld, conditioned or delayed. CONTRACTOR shall bear the cost to notify the Customers of any changes in service days, if applicable.

5.3. CONTRACTOR will collect Residential Refuse from all Residential Units within the CITY's service area and whose Residential Refuse collection services have not been terminated by the CITY pursuant to Section 10.4.

5.4. All Residential Refuse must be placed in the Ninety-Five (95) Gallon Cart and be placed within five feet (5') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians. Except as provided in Section 5.5,

CONTRACTOR shall have no obligation to: (i) collect any Residential Refuse that contains Excluded Waste, (ii) collect any Residential Refuse that is not placed in the Ninety-Five (95) Gallon Cart, or (iii) empty any Ninety-Five (95) Gallon Cart that is not placed out for collection in accordance with the provisions of this Article V. In the event a Residential Unit generates more Residential Refuse than will fit in a Ninety-Five (95) Gallon Cart, the Customer at such Residential Unit may request that CONTRACTOR provide to such Customer, at the Rates provided for in Section 12.1, such additional Ninety-Five (95) Gallon Carts as may be necessary to accommodate all Residential Refuse generated by such Residential Unit.

5.5. All Yard Waste, Bulky Waste and Bundles, that will not fit in the provided Ninety-Five (95) Gallon Cart, shall also be placed within five feet (5') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians, and shall be collected, limited to once monthly, on the day of each month selected by CONTRACTOR and communicated to the CITY (such service is hereinafter referred to as "Bulky Waste Collection"). If construction work is being performed in the right-of-way, containers, Bags, Bundles or items of Bulky Waste shall be placed as close as practicable to an access point for the collection vehicle. CONTRACTOR may decline to collect any waste material that: (i) contains any Excluded Waste, (ii) is not placed out for collection in accordance with the provisions of this Article V, or (iii) that is not in an approved container or Bundle. A tied plastic Bag with adequate strength to support the contained waste shall be considered an approved container, but only as it relates to the once a month Bulky Waste Collection.

5.6. Putrescible waste material shall have priority collection should the community suffer the consequences of Severe Weather Conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. The collection of structural debris, uprooted trees, roofing material and other debris generated by Severe Weather Conditions is outside the services contracted for in this Agreement; provided, however, that CONTRACTOR shall have the right of first refusal upon terms to be negotiated between the CONTRACTOR and the CITY within five (5) business days of the re-opening of the City Hall following the event in questions and as may be permitted by law. In the event no such agreement is successfully negotiated, the CITY shall be free to contract with any other third party for that debris removal.

5.7. It shall be the responsibility of the Customers to place Residential Refuse at the proper location at or before 7:00 a.m. on a regularly scheduled collection day and comply with the following:

(a) All Yard Waste, Bulky Waste and Bundles that do not fit within the provided Ninety-Five (95) Gallon Carts, must be placed within five feet (5') of the roadway, as close as practicable without interfering with or endangering the movement of vehicles or pedestrians; and

(b) All Yard Waste, Bulky Waste and Bundles that do not fit within the provided Ninety-Five (95) Gallon Carts shall be collected, limited to once a month, pursuant to the provisions of Section 5.5.

5.8. Residents shall not place the following items in Ninety-Five (95) Gallon Carts or out for Bulky Waste Collection (collectively, "Excluded Refuse"):

(a) All waste, except as otherwise provided in this Agreement, which is not placed in the Ninety-Five (95) Gallon Cart provided at the curbside;

(b) Concrete, dirt, bricks, batteries, cross ties, rocks, tires and logs and stumps over six inches (6”) in diameter;

(c) Contractor/Construction Waste (such materials should be removed by people performing work). If minor repair work is completed by Customers themselves, small amounts of materials will be collected if meet general guidelines regarding lengths, weights, etc., are met. Such amounts must be reasonable – not exceeding five (5) cubic yards);

(d) Demolition waste from vacant or improved properties prior to occupancy;

(e) Sizable amounts of trees, brush, or debris cleared from properties, including, but not limited to, clearing in preparation for construction;

(f) Household hazardous waste, including, but not limited to, pool chlorine and other chemicals, fertilizer, pesticides, paint, oil or other petroleum products and medical sharps or waste. Refrigerator items, air conditioning units, or any items containing Freon must have CFCs recovered and be tagged by a certified specialist prior to disposal; and

(g) Hazardous Waste.

5.9. In the event a Residential Unit generates Excluded Waste that requires collection, transportation and/or disposal, the Customer shall contact CONTRACTOR to separately arrange for the collection of such Excluded Waste at rates to be separately agreed-upon by the Customer and CONTRACTOR. In the event CONTRACTOR elects to not collect such Excluded Waste, CONTRACTOR shall provide the Customer with the names of licensed service-providers whom the Customer may then contact to collect such Excluded Waste.

5.10. CONTRACTOR will make no collections before 7:00 a.m. or after 7:00 p.m. unless the designated representative of the CITY has been notified and has given approval.

5.11. CONTRACTOR shall provide gratuitous trash service on each service day to all CITY and homeowner association facilities as reasonably requested by the CITY, via the utilization of Ninety-Five (95) Gallon Carts; provided, however, that the CITY and homeowner associations taking advantage of this gratuitous service must place such Ninety-Five (95) Gallon Carts out for collection in accordance with the provisions of this Article V.

5.12. Should CONTRACTOR be unable to collect the trash at any CITY residential address, CONTRACTOR shall leave a tag at the address, indicating the reason for non-collection.

5.13. CONTRACTOR shall pick up any Residential Refuse resulting from spillage occurring in the loading of Residential Refuse into the truck regardless of the area in which such spillage occurs.

5.14. If the Customer (including all CITY and homeowner association facilities serviced pursuant to Section 5.11) damages a Ninety-Five (95) Gallon Cart, normal wear and tear excluded,

the Customer shall be responsible for the replacement charge of a Ninety-Five (95) Gallon Carts. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report indicating said cart was stolen and/or vandalized.

5.15. Each year the CONTRACTOR shall provide the CITY with two (2) city-wide Residential cleanups free of charge, at a centrally located site where Residential Customers can bring Residential Refuse for disposal. These free cleanups shall only include the following: (a) one (1) roll-off box, (b) one (1) packer truck, (c) two (2) workers (5 hours each), and (d) one (1) disposal dump for the roll-off box and one (1) disposal dump for the packer truck. Any additional equipment, services (including, but not limited to, additional disposal), or personnel requested by the CITY or necessitated by any cleanup shall be at cost to the CITY.

VI RECYCLING COLLECTION

6.1. CONTRACTOR will provide each Residential Unit within the CITY with a ninety-five (95) gallon recycling container at the Rates set forth in Section 12.1, as such may be adjusted from time to time. Title to the recycling containers shall remain with CONTRACTOR. If the Customer damages a recycling container, normal wear and tear excluded, the Customer shall be responsible for the replacement charge of a new recycling container. The replacement cost is herein established at \$75.00 per cart. If a cart is stolen or vandalized by an unknown party, CONTRACTOR will replace said cart at no charge following receipt of an official Police Report indicating said cart was stolen and/or vandalized.

6.2. CONTRACTOR will collect plastics of grades #1 through #5, and #7, newspaper, and aluminum, tin, or metal cans from the curbside of each Residential Unit, and such other materials as CONTRACTOR may add, from time to time, pursuant to Section 6.2(d).

(a) Prior to the commencement of the recycling program and continuing through the Term of this Agreement, CONTRACTOR will provide information to the CITY's Customers about the program, including the specific types of materials to be collected and the collection days. Thereafter, throughout the term of this Agreement, CONTRACTOR will inform the Customers of the CITY promptly of any changes in the recycling program and such changes will not take effect until such notice has been provided to the Customers of the CITY.

(b) Recycling shall be collected from the CURBSIDE once every other week on the day selected by CONTRACTOR and communicated to the CITY and the Customers, except when a holiday, as set forth in Section 15 below, occurs on such service day, in which event the pick-up scheduled for that day will be postponed until the next regularly scheduled collection day, and except for emergencies resulting from a Force Majeure Event. CONTRACTOR reserves the right to change or alter the days, times and routes of collection, provided that CITY is given prior written notification of the changes.

(c) CONTRACTOR will transport the collected recyclable materials to a processing center. CONTRACTOR will obtain title to the recyclable materials upon collection from each Residential Unit and shall be responsible for the sale of such recyclable materials.

CONTRACTOR shall be entitled to receive and retain all revenues from the sale of recyclable materials received by CONTRACTOR pursuant to this Agreement.

(d) CONTRACTOR reserves the right, from time to time, to add or delete items from recycling collection, for which no secondary market continues to exist or may be created. CONTRACTOR has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

(e) CONTRACTOR reserves the right and has the duty under law to inspect recyclable materials put out for collection and to reject recyclable materials observed to be contaminated with Residential Refuse or Excluded Waste.

VII COMMERCIAL COLLECTION

7.1. CONTRACTOR shall provide the collection, processing and/or disposal of all permanent and temporary commercial refuse upon the terms and conditions set forth in this Agreement, including all roll-off services. The CONTRACTOR and each Commercial Customer shall enter into a separate agreement which shall govern the provision of such Commercial refuse services. Commercial Garbage collections shall be made by the use of two (2), three (3), four (4), six (6), and eight (8) cubic yard Dumpsters, or twenty (20) or forty (40) cubic yard roll-off container / compactors. All Dumpsters and roll-offs provided herein shall be supplied exclusively by CONTRACTOR. The CONTRACTOR's local telephone number shall be maintained in good and nuisance free condition.

7.2. Any changes in the policies and procedures described in the preceding section shall be submitted to the CITY and all Commercial Customers in writing not less than thirty (30) days prior to the effective date of such change.

7.3. Any and all Commercial Dumpsters / roll-off containers shall be located at a place mutually convenient and safely serviceable as agreed upon by the CONTRACTOR and the Commercial Customer.

7.4. The CONTRACTOR shall be responsible for any damage caused to the Commercial Customer's premises as a result of the negligence or willful misconduct of the CONTRACTOR and its employees. The CONTRACTOR shall not be responsible for normal wear and tear.

7.5. Dumpster / roll-off containers shall not be filled with debris in a manner so that the lid or cover will not close as designed. The CONTRACTOR may decline to empty an overloaded container until the customer unloads the container to the point where the lid or covers will close, and the container is not over weight, or until other mutually agreeable engagements have been made.

VIII INSURANCE

8.1. CONTRACTOR shall maintain in full force and effect during the term of the Agreement, worker's compensation insurance in accordance with the workers compensation statutes of the State of Texas, automobile liability, employer's liability and property damage insurance. All insurance shall be written by an insurance company and for policy limits reasonably acceptable to the CITY. Prior to the commencement of the Agreement, CONTRACTOR agrees to furnish the CITY certificates of insurance, on an annual basis, to the effect that such insurance has been procured and is in force, and such certificates shall name the CITY as an additional insured. Said insurance shall name the CITY as an additional insured.

8.2. Notice of cancellation of such policy shall be given to the CITY not less than thirty (30) days prior to the cancellation date.

8.3. For the purpose of this Agreement, CONTRACTOR shall carry the following types of insurance in the minimum limits as specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers Compensation	Statutory
General Liability Bodily Injury & Property Damage	\$1,000,000
Employer's Liability	\$1,000,000
Automobile Liability Bodily Injury & Property Damage	\$1,000,000 combined single limit
Excess Umbrella Liability Bodily Injury & Property Damage	\$3,000,000 each occurrence \$3,000,000 aggregate

IX INDEMNITY

9.1. CONTRACTOR SHALL INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES THE CITY MAY SUFFER (EXCLUDING THOSE RESULTING FROM THE CITY'S SOLE NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY OR BREACH OF THIS AGREEMENT) AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE CITY TO THE EXTENT ARISING OUT OF THE PERFORMANCE BY CONTRACTOR OF ITS OBLIGATIONS UNDER THIS AGREEMENT. ADDITIONALLY, CONTRACTOR SHALL INDEMNIFY THE CITY FROM ANY AND ALL LIABILITY, LOSS OR DAMAGES THE CITY MAY SUFFER (EXCLUDING THOSE RESULTING FROM THE CITY'S SOLE NEGLIGENCE, WILLFUL MISCONDUCT, FAILURE TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY OR BREACH OF THIS AGREEMENT) AS A

RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS AGAINST THE CITY TO THE EXTENT ARISING OUT OF FAILURE OF CONTRACTOR OR THOSE ACTING UNDER CONTRACTOR'S DIRECTIONS TO CONFORM TO THE STATUTES, ORDINANCES OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY IN CONNECTION WITH CONTRACTOR'S DISPOSAL OF WASTE.

X DEFAULT AND TERMINATION

10.1. Failure by either party to perform pursuant to the terms of this Agreement shall be deemed a breach hereof.

10.2. If the CITY determines that CONTRACTOR has, by its actions or omissions, materially breached or otherwise materially failed to perform any obligation or duty under this Agreement, the CITY may advise CONTRACTOR in writing of any suspected deficiencies, specifying the deficiency in a reasonable manner. The CITY shall issue a written notification of deficiencies or a notice of breach. Unless the circumstances necessitate response within a shorter period of time, CONTRACTOR shall respond to any such notice in writing within seven (7) business days and shall cure any such deficiency within thirty (30) days from the receipt by CONTRACTOR of such written notice. If however, by the nature of the failure it cannot be cured within such thirty (30) day period, CONTRACTOR shall have as much time as is reasonably necessary to cure the failure, contingent upon CONTRACTOR's having expeditiously and diligently tried to cure within the thirty (30) day period and thereafter proceeding in good faith to effectuate a cure.

10.3. In the event that, at the end of the thirty (30) day cure period or such other period as is necessary to effectuate a cure, CONTRACTOR has not cured the breach of or failure under this Agreement, then the CITY may take any one or combination of the following actions:

- (a) Provide additional time to effect a cure of the breach or obligation;
- (b) Take such action as the CITY determines is reasonable to perform the obligation or cure the breach, with the CITY's resources and/or through such independent contractors and/or consultants as the CITY may elect to retain; and/or
- (c) Terminate this Agreement, in which case a written notice of termination of this Agreement shall be immediately delivered to CONTRACTOR.

10.4. In the event the CITY defaults in payment, CONTRACTOR shall give the CITY written notice of such default, which shall be sent to the CITY at the address for billings. If the CITY does not remedy the default within thirty (30) days of its receipt of such notice, further performance by CONTRACTOR is excused until such time as the default is remedied and CONTRACTOR may terminate this Agreement effective immediately. In the event that a Force Majeure Event continues unabated for a period of thirty (30) days and renders CONTRACTOR unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then CONTRACTOR shall have the right to terminate this Agreement and shall not have any liability to the CITY due to such Force Majeure Event or such termination. The CITY shall not

be responsible for payment to CONTRACTOR during any such period of non-performance by CONTRACTOR due to a Force Majeure Event.

XI COMPLIANCE WITH ALL LAWS

11.1. CONTRACTOR agrees to conform to and abide by all of the federal, state, and local rules, regulations, laws and ordinances governing the collection, hauling and disposal of Residential Refuse.

11.2. CONTRACTOR agrees to conform to and abide by all of the valid rules, regulations and ordinances of any city or other jurisdiction through which Residential Refuse may be hauled, or disposed of, governing the collection, hauling and disposal of said Residential Refuse.

11.3. CONTRACTOR agrees, when Residential Refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations and ordinances of any county governing the collection, hauling and disposal of said Residential Refuse.

11.4. CONTRACTOR agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

11.5. If compliance with any applicable rule, regulations, law or ordinance is impossible for reasons beyond the control of CONTRACTOR, CONTRACTOR shall immediately notify the CITY of such circumstances and the reasons therefore.

XII COMPENSATION

12.1. CONTRACTOR agrees to receive and accept from the CITY, \$9.71 per Ninety-Five (95) Gallon Cart per month for Residential Refuse collection service plus, applicable Taxes and Fees and fuel adjustment (subject to Section 11.4) per occupied Residential Unit located within the CITY service area, \$5.00 per Ninety-Five (95) Gallon Cart per month for Residential recycling collection service plus, applicable Taxes and Fees and fuel adjustment (subject to Section 11.4) per occupied Residential Unit located within the CITY service area, as full compensation for Residential collection services contemplated and embraced in this Agreement (collectively, the “Rates”). For purposes of this Section 11.1, the term “Taxes and Fees” shall mean any adoption of, or changes to, any federal, state, or local laws, rules or regulations by any governmental authority or agency that results in an increase in CONTRACTOR’s costs, including but not limited to the imposition of new or the increase to existing governmental taxes, fees, surcharges (*e.g.*, fuel, etc.).

12.2. All Rates for Commercial Refuse Collection (including roll-off) shall be as agreed between CONTRACTOR and each such Commercial Customer in a separate agreement.

12.3. Bills for services rendered shall be mailed one (1) month in arrears by CONTRACTOR to the CITY on or about the last day of the month. Payment from the CITY to

CONTRACTOR shall be due no later than the forty-fifth (45th) day following receipt of the invoice by the CITY.

12.4. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, CONTRACTOR shall, at any time, have the right to adjust the Rates in the event that a Force Majeure Event arises which materially affects CONTRACTOR's costs or revenues under this Agreement. CONTRACTOR shall submit to the CITY all substantiating documentation, via certified mail, thirty (30) days prior to any proposed Rate increase. CONTRACTOR agrees to use commercially reasonable efforts to inform the CITY at the earliest possible moment when CONTRACTOR learns of the impending change that could affect this Section. Under no circumstances shall CONTRACTOR have the right to assess any increases pursuant to this Section until the CITY has consented to same, which consent shall not be unreasonably withheld, conditioned or delayed. If the CITY and CONTRACTOR cannot agree on a proposed increase in Rates, CONTRACTOR shall have the right, with thirty (30) day's written notice, to terminate the Agreement.

12.5. The Rates include an initial base fuel cost of \$2.75. Every calendar quarter, the Rates shall be subject to a fuel adjustment as follows: an increase or decrease, as applicable, of one point four percent (1.4%) for every twenty-five cent (\$0.25) increase or decrease in the price of diesel fuel at, above and below \$3.00 per gallon (with a one point four percent (1.4%) fuel surcharge adjustment beginning at \$3.00 per gallon and an additional one point four percent (1.4%) fuel surcharge adjustment at \$3.25 per gallon, etc.; alternatively, there shall be a one point four percent (1.4%) fuel reduction adjustment beginning at \$3.24 per gallon and an additional one point four percent (1.4%) fuel reduction adjustment beginning at \$2.99 per gallon). In no event shall there be any fuel surcharge adjustment applied to the Rates if and while the price of diesel fuel, after any adjustment, shall be below \$2.75 per gallon. The diesel fuel price shall be as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The determination of the price of diesel fuel for the purposes of this Section 11.4 shall be obtained from the aforesaid website, and shall be that price published for the Monday prior to the end of the quarter (or the first business day thereafter if such Monday is a Federal Holiday). CONTRACTOR shall provide to the CITY written notice of any fuel surcharge adjustment. In no event shall such fuel surcharge adjustment take effect until CONTRACTOR has provided such notice.

12.6. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not become effective and CONTRACTOR shall have no obligation to commence providing collection services hereunder until thirty (30) days after CONTRACTOR has received from the CITY a resident list of the number of active Residential Units (the "Resident List"). Thereafter and during the entire term of this Agreement, the CITY shall deliver to CONTRACTOR, on a monthly basis, an updated Resident List. Each Resident List delivered to CONTRACTOR shall contain the name of each Customer and the address and telephone number of the respective active Residential Unit owned or occupied by such Customer.

XIII ESCALATION CLAUSE

13.1. CONTRACTOR shall hold firm the current Rates set forth in this Agreement during the first year of this Agreement, with annual increases or decreases in the second (2nd) and subsequent years of this Agreement. The Rates for all services shall escalate or decrease at a rate equal to the rise or fall of the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) for each subsequent year remaining in the term of this Agreement: provided, however, that the Rates shall not fall below the initial Rates specified in Section 11.1 herein, and if the CPI-U falls over one year below the initial Rates and subsequently rises the next year, the Rates shall only escalate in an amount equal to the net increase above the initial Rates, taking the decrease and increase both into account. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to the CITY in order that the CITY may adjust the Rates accordingly. The rise or fall of the CPI-U (Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) shall be determined by calculating the percentage increase or decrease of said index over the past year, using the “annual” data, if available, or, in the absence of such “annual” data, using a rolling twelve month average based upon the most recent data readily available at the time CONTRACTOR provides written notice to the CITY of such increase.

XIV TERM

14.1. The initial term of this Agreement shall be for the three (3)-year period commencing on and including the 1st day of September, 2015, and expiring on the 31st day of August, 2018.

14.2. Following the aforementioned expiration date, this Agreement will automatically extend for two (2) additional one (1) year periods, unless either CONTRACTOR or the CITY notifies the other in writing at least ninety (90) days prior to the expiration of this Agreement of its intent not to renew this Agreement, subject, however, to the rights of the parties hereto under Article IX of this Agreement.

XV HOLIDAYS

15.1. The following shall be holidays for the purposes of this Agreement:

- (a) New Year’s Day;
- (b) Memorial Day;
- (c) Furth of July;

- (d) Labor Day;
- (e) Thanksgiving Day; and
- (f) Christmas Day.

15.2. CONTRACTOR may observe any or all of the above-listed federally observed holidays by suspension of collection services on the above holidays. The collection scheduled for that day will be postponed until the next regularly scheduled service day.

XVI MISCELLANEOUS

16.1. Assignment – This Agreement shall not be assigned or the work subcontracted without the prior written consent of the CITY, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that CONTRACTOR may assign its entire interest under this Agreement to an affiliate without the prior consent of the CITY, provided the affiliate assumes in writing all of CONTRACTOR's obligations hereunder. In the event of any such assignment, the assignee shall assume and be bound by all the covenants and obligations of CONTRACTOR herein.

16.2. Disposal – Residential Refuse will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved sanitary landfills. CONTRACTOR will not store or temporarily house garbage within the CITY for any reason.

16.3. Emergencies – CONTRACTOR agrees to use commercially reasonable efforts to assist the CITY in the event of an emergency situation on such terms and conditions as may be mutually agreed between CONTRACTOR and the CITY.

16.4. Hauling – All Residential Refuse hauled by CONTRACTOR shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.

16.5. Non-Discrimination – CONTRACTOR agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion or national origin.

16.6. Notification – CONTRACTOR shall notify all Customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.

16.7. Point of Contact – All dealings, contacts, etc., between CONTRACTOR and the CITY shall be directed by the CITY to the Residential Accounts Manager of CONTRACTOR. CONTRACTOR shall advise the CITY of the identity of its Residential Accounts Manager by supplying the name of said individual to the CITY, in writing, at the CITY's address.

16.8. Representations – CONTRACTOR represents and warrants that it has dedicated and made available, and at all times during the term of this Agreement shall keep available sufficient equipment and personnel to service adequately the collection requirements pursuant to this Agreement. CONTRACTOR shall maintain its current financial solvency and is not nor will

engage in proceedings that will lead to filing for bankruptcy, and if any creditors shall force CONTRACTOR into bankruptcy proceedings, CONTRACTOR shall notify the CITY. CONTRACTOR hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by CONTRACTOR, the consummation of the transactions contemplated hereby and the performance by CONTRACTOR of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of CONTRACTOR. The person signing this Agreement on behalf of CONTRACTOR warrants by his signature that he has full authority to enter into this Agreement on behalf of CONTRACTOR. The CITY represents that it has entered this Agreement and that the officers executing this Agreement are duly authorized to act on behalf of the CITY.

16.9. Licenses – CONTRACTOR shall, at CONTRACTOR's expense, obtain all licenses and permits necessary for the performance of CONTRACTOR's services.

16.10. Title to Residential Refuse – Title to Residential Refuse shall pass to CONTRACTOR when placed in CONTRACTOR's collection vehicle, removed by CONTRACTOR from a container, or removed by CONTRACTOR from the Customer's premises, whichever last occurs. However, if CONTRACTOR later discovers wastes that Excluded Waste has been illegally placed in any Residential Refuse collected by CONTRACTOR and the original owner of such Excluded Waste can be positively identified, then title shall continue in the owner and he will be responsible for the additional costs of special handling and proper disposal of the material and any material contaminated by that Excluded Waste.

XVII NOTICES

17.1. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

When to the CITY:

City of Richwood, Texas
Attn: Glenn Patton, City Manager
1800 Brazosport Blvd N,
Richwood, TX 77531
Facsimile: (979) 265-7345

With copy to:

Jason M. Cordoba, Attorney at Law
208 Parking Way
Lake Jackson, Texas 77566
Facsimile (979) 299-6440

When to CONTRACTOR:

Waste Connections of Texas, LLC

Facsimile: _____

Attention: District Manager

With a copy to:

Waste Connections, Inc.
3 Waterway Square Place, Suite 110

The Woodlands, Texas 77380
Facsimile: (832) 442-2290
Attention: Legal Department

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

XVIII EXCLUSIVE

18.1. Until this Agreement is terminated, CONTRACTOR shall have the sole and exclusive permit to provide Residential Refuse, Commercial Refuse, and roll-off collection, removal and disposal services for Residential Refuse and Commercial Refuse as those services have been specifically defined in this Agreement, or mutually agreed-upon amendments and/or attachments.

18.2. The CITY may, in its sole discretion, enforce the exclusivity provisions of this Agreement against third-party violators, taking into account the cost of doing so and other factors. CONTRACTOR may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the CITY shall use good-faith efforts to cooperate in such enforcement actions brought by CONTRACTOR.

XIX TEXAS LAW TO APPLY; VENUE

19.1. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Brazoria

County, Texas. Venue for any legal action arising out of the performance or non-performance of this Agreement shall be in Brazoria County, Texas.

XX CONSTRUCTION

20.1. Should any one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect for whatever reason, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

XXI ATTORNEY'S FEES

21.1. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

XXII ENTIRE AGREEMENT

22.1. This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

XXIII INDEPENDENT CONTRACTOR

23.1. CONTRACTOR shall be deemed to be and is an independent contractor. The selection, number, compensation, and employment of personnel and all other matters relating to the employment of personnel by CONTRACTOR, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under this Agreement shall be the sole responsibility of CONTRACTOR. Nothing in this Agreement shall be deemed to constitute CONTRACTOR or any of CONTRACTOR's employers, subcontractors or agents to be agent, subcontractor, representative or employee of the CITY.

[Remainder of Page Left Intentionally Blank; Signature Page Immediately Follows]

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Agreement on the day and year first written above.

CITY:

CITY OF RICHWOOD, TEXAS

By: _____

Name: _____

Title: _____

CONTRACTOR:

WASTE CONNECTIONS OF TEXAS, LLC

By: _____

Name: _____

Title: _____

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Michael Coon, City Manager

Date: November 9, 2017

Subject: Review of home based business ordinance

During the last meeting, Councilmember LaCount requested a review of the City's ordinances regarding home based businesses.

Appendix B: Zoning Ordinance **Sec. 5. - General provisions.**

17. Home occupations. Home occupations may be conducted in the home within the limits of the following:

1. *Uses permitted.* Home occupations include home office for a salesman, sales or service representative, manufacturer representative, studio of an artist, musician, music teacher, etiquette teacher, photographer, writer, tailor, architect, dressmaker, launderer, registered family homes, agency homes, community home for the disabled, daycare facilities for 12 or fewer persons, caterers licensed by the city or other similar occupations.
2. *Uses not permitted.* Uses not considered customary home occupations include, but are not limited to, barbershops, beauty parlors, animal hospitals, kennels, carpenter shops, electrical shops, plumbing shops, radio shops, tin shops, auto repair, auto paint and body repair shops, furniture repairing shops, clinics, doctor offices, hospitals, real estate offices, insurance agent offices, health studios, palm readers, day care centers or day care facilities which care for more than 12 persons, taxi and limousine services, garage/yard sales (except that as many as four garage/yard sales may be held per year), major appliance repair shops, dance studios or other similar occupations.
3. *Use restrictions.* In addition to the requirements of the appropriate section of this chapter, a home occupation shall comply with the following restrictions:
 - a. No home occupation shall cause, by reason of its existence, a significant increase in the number of vehicles traveling to and from the home or on the public streets surrounding or abutting the home, nor shall the home occupation receive regular deliveries from delivery trucks.
 - b. A home occupation shall in no way destroy, restrict or interfere with the primary use of the home as a place of residence.
 - c. No stock in trade shall be displayed or sold on the premises except that which is custom made to order.

- d. The home occupation shall be conducted entirely within the principal dwelling unit or accessory structure, and in no event shall such use be visible from any other residential structure or public way.
 - e. There shall be no outdoor storage of equipment or material used in the home occupation.
 - f. No mechanical, electrical or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare or other annoyance outside the residential or accessory structure shall be used.
 - g. No home occupation shall be permitted which is noxious or offensive to a person of ordinary sensitivity or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust, or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emission.
 - h. No person other than members of the family residing on the premises shall be engaged in the home occupation unless required by licensing requirements or where such engagement is occasional and incidental to the occupation.
4. *Advertising.* No sign advertising the home occupation shall be allowed on or off the premises.
5. *Preexisting day care facilities.* Day care facilities operating prior to June 1, 1992, which are permitted for more than 12 persons may continue to exist or operate, provided that such facilities do not modify the terms and conditions of their current license with regard to owner and number of clients.

([Ord. No. 324-15A](#), 8-10-15)

Angleton Home Based Business Ordinance

Sec. 28-109. - Home occupation regulations.

(a) *Purpose:* Standards for controlling home occupations are set forth to minimize annoyance and inconvenience to neighboring property owners within residential areas. These standards are intended to allow reasonable and comfortable enjoyment of adjacent and nearby property by their owners and by occupants of neighboring residential dwellings, while providing opportunities for the pursuit of home-based businesses.

(b) *Special provisions for home occupations:*

- (1) Home occupations shall be permitted as accessory use in single- and two-family residential zoning districts provided that they comply with all restrictions herein.
- (2) The occupation shall produce no alteration or change in the character or exterior appearance of the principal building from that of a residential dwelling, and performance of the occupation activity shall not be visible from the street.
- (3) Such use shall be incidental and secondary to the use of the premises for residential purposes, and shall not utilize floor area exceeding 25 percent of the combined gross floor area of dwelling unit and any accessory building(s) that are used for the home occupation (in no case shall the combined floor area utilized solely for a home occupation exceed 500 square feet).
- (4) The occupation shall not employ any person who is not a member of the household in which the home occupation occurs.
- (5) The operation of such an occupation shall be between the hours of 8:00 a.m. and 8:00 p.m. for outdoor activities.
- (6) The occupation activity shall not increase vehicular traffic flow beyond what normally occurs within a residential district, and shall not require regular and frequent deliveries by large delivery trucks or vehicles with a rated capacity in excess of one and one-half tons, according to the manufacturer's classification.
- (7) There shall be no outside storage, including trailers, or outside display related to the home occupation use.
- (8) No mechanical or electrical equipment shall be employed on the premises other than that which is customarily found in a home environment, and that which is customarily associated with a hobby or avocation which is conducted solely for pleasure and not for profit or financial gain.
- (9) The home occupation shall not generate noise, vibration, glare, fumes/odors, heat or electrical interference beyond what normally occurs within a residential district.
- (10) The occupation shall not require the use of chemicals on the property that are obnoxious or hazardous to the welfare of the neighborhood.
- (11) The home occupation shall not involve the use of advertising signs or window displays, or any other device that calls attention to the business use of the premises through audio and/or visual means.
- (12) The occupation shall not offer a ready inventory of any commodity for sale on the premises.
- (13) The occupation shall not be harmful or detrimental to the health, welfare and safety of the neighborhood, nor shall it interfere with the comfortable enjoyment of life, property and recreation by residents of the area.

(c) *Applicability of other regulations:* Home occupations shall also be subject to any and all other provisions of local, state and/or federal regulations and laws that govern such uses.

(d) *Uses allowed as home occupations:* Subject to the provisions of subsection [28-109\(b\)](#) above, home occupations may include the following uses:

- (1) Office facility of an accountant, architect, landscape architect, attorney, engineer, consultant, insurance agent, realtor, broker, or similar profession;
- (2) Author, artist or sculptor;
- (3) Dressmaker, seamstress or tailor;
- (4) Music/dance teacher, or similar types of instruction, provided that instruction shall be limited to no more than six pupils at a time;
- (5) Individual tutoring and home schooling;
- (6) Millinery;
- (7) Office facility of a minister, rabbi, priest or other clergyman;
- (8) Home crafts, such as rug weaving, model making, etc.;
- (9) Office facility of a salesman, sales or manufacturer's representative, etc., provided that no retail or wholesale transactions or provision of services are personally and physically made on the premises;
- (10) Repair shop for small electrical appliances, cameras, watches/clocks, small engines rated at ten horsepower or less, and other small items, provided that the items can be carried by one person without using special equipment;
- (11) Food preparation establishments such as cake making/decorating or catering, provided that there is no on-premises consumption by customers, and provided that all aspects of the business comply with all state and local health regulations;
- (12) Registered family homes (see definition in section 28-112), in compliance with applicable state laws, which are incorporated herein by reference, with no more than six children;
- (13) Barber shop/beauty salon or manicure studio;
- (14) Swimming lessons and water safety instruction, provided that such instruction involves no more than six pupils at any one time during daylight hours; and
- (15) In-home dog grooming with a specific use permit (SUP) with necessary restrictions as needed for the requested location.

(e) *Uses prohibited as home occupations:* Home occupations shall not, in any event, be deemed to include the following uses:

- (1) Animal hospitals or clinics, commercial stables, or kennels;
- (2) Schooling or instruction, except swimming/water safety classes and home schooling, with more than six pupils at a time;
- (3) Restaurants or on-premises food or beverage (including private clubs) consumption of any kind, except for limited food/meal consumption associated with the operation of a licensed registered family home;
- (4) Automobile, boat or trailer paint or repair shop; small engine or motorcycle repair shop for engines rated above ten horsepower; welding shop; large household appliance repair shop; or other similar type of business;
- (5) Office facility for a doctor, dentist, veterinarian or other medical-related profession;
- (6) On-premises retail or wholesale sales of any kind;
- (7) Commercial clothing laundering or cleaning;
- (8) Mortuaries or funeral homes;
- (9) Trailer, vehicle, tool or equipment rentals;
- (10) Repair shops or services, except as specifically provided in subsection [28-109\(d\)](#) above;

- (11) Drapery or furniture upholstery shops;
- (12) Antique, gift or specialty shops;
- (13) Repair shops for any items having internal combustion engines rated above ten horsepower;
- (14) Any use that would be defined by the building code as an assembly, factory/industrial, hazardous, institutional or mercantile occupancy.

(f) *Home occupation uses not classified:* Any use that is not either expressly allowed, nor expressly prohibited by subsections [28-109](#)(d) and (e), respectively, is considered prohibited, unless and until such use is classified by amendment to this chapter by the Angleton City Council, subsequent to a recommendation by the planning and zoning commission.

(g) *Effect of [section 28-109](#) upon existing home occupations:* Any home occupation that was legally in existence as of the effective date of this chapter and that is not in full conformity with the provisions herein shall be deemed a legal nonconforming use, and is subject to the provisions of [section 28-21](#), provided that the home occupation use was not in violation of any other local, state or federal law or regulation on the effective date of this chapter. Any home occupation that was legally in existence as of the effective date of this chapter and that conforms with (i.e., is not in violation of) the provisions herein shall be hereby authorized to continue.

(Ord. No. 2009-O-4A, §§ (V)(46)(46.1—46.7), 4-14-09; Ord. No. 2010-O-11A, § 3, 11-9-10; Ord. No. 2015-O-5A, §§ 1, 2, 5-12-15)

Clute Home Based Business Ordinance

Home occupation: An occupation conducted in a dwelling unit, provided that:

- (a) No person other than members of the family residing on the premises shall be engaged in such occupation.
- (b) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25 percent of the floor area of the dwelling unit shall be used in the conduct of the home occupation.
- (c) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation other than one (1) sign, not exceeding one (1) square foot in area, nonilluminated, and mounted flat against the wall of the principal building.
- (d) No home occupation shall be conducted in any accessory building.
- (e) There shall be no sales of goods or commodities in connection with such home occupation.
- (f) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.
- (g) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.

Freeport Home Based Business Ordinance

Home occupations: Any occupation that is customarily carried on at home that does not involve a structural change in the dwelling unit or in a building accessory to the dwelling unit, that does not require the employment of help other than members of the immediate family, the installation of equipment or electric motors exceeding a total limitation of 3 horsepower per dwelling unit, provided however that the following uses shall not be permitted as customary home occupations:

Any building in which chattels or goods, wares or merchandise are commercially created, changed, repaired, exchanged or sold; barber or beauty shops; beauty culture schools; commercial stables or kennels; doctor's office for the treatment of patients; and/or the display of goods.

Lake Jackson Home Based Business Ordinance

Sec. 110-161. - Customary home occupations.

(a) *Definitions.*

Answering service means the receiving and relaying of telephone messages by a human operator. Answering service does not include telemarketing or soliciting business or the purchase of goods and/or services by telephone.

Community home means a personal care facility licensed under V.T.C.A., Health and Safety Code ch. 247, provided that the exterior structure retains compatibility with the surrounding residential dwellings. No more than six (6) persons with disabilities can reside in a community home and the principal resident/owner must reside in the home. The aforementioned is subject to reasonable building occupancy limits as may be required of the building official and/or fire marshal. A community home may not keep, either on the premises of the home or on a public right-of-way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home.

Customary home occupation means an occupation which may be conducted in the home without changing the character of the residential use and which is incidental and secondary to the residential use.

Daycare facility means a facility that is licensed or registered with the state which regularly provides care for persons less than twenty-four (24) hours a day.

Demand responsive transport services means a service that offers on-demand call-up door-to-door service from any origin to any destination in a service area.

Kennel means any lot, building, structure, enclosure or premises where animals are kept wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs, cats or other animals.

Limousine means a motor vehicle with a lengthened wheelbase.

Person with a disability means a person whose ability to care for himself, perform manual tasks, learn, work, walk, see, hear, speak, or breathe is substantially limited because the person has:

- (1) An orthopedic, visual, speech, or hearing impairment;
- (2) Alzheimer's disease;
- (3) Pre-senile dementia;
- (4) Cerebral palsy;
- (5) Muscular dystrophy;
- (6) Multiple sclerosis;
- (7) Epilepsy;

- (8) Cancer;
- (9) Heart disease;
- (10) Diabetes;
- (11) Mental retardation;
- (12) Autism; or
- (13) Emotional illness.

Service representative means an occupation whereby a service is provided. Service representative includes but is not limited to electrician, plumber, interior decorator, accountant, air conditioning repair, small appliance repair, janitorial service, pool service, lawn and landscape service, real estate appraiser and similar occupation.

(b) Customary home occupations may be conducted in the home within the limits of the following:

- (1) Uses permitted Customary home occupations include home office for a salesman, sales or service representative, manufacturer representative, studio of an artist, musician, music teacher, etiquette teacher, photographer, writer, tailor, architect, dressmaker, launderer, registered family homes, agency homes, community home for the disabled, daycare facilities for twelve (12) or fewer persons, caterers licensed by the city, the transfer of firearms, demand responsive transport services, answering service, or other similar occupations.
 - (a) Under this subsection, firearms may only be transferred by a person who holds a federal firearms license and may only be transferred to a person who already owns, but does not yet possess, the firearm. Commercial selling or trading of firearms is prohibited. Maintaining stock or inventory of firearms is prohibited.
 - (b) Under this subsection, the operator of a demand responsive transport service must comply with the following:
 - 1. Only one (1) vehicle may be used for the occupation;
 - 2. The vehicle may not be more than thirty-five (35) feet in length;
 - 3. The vehicle may not be a limousine or any other vehicle listed in subsection 98-154(b);
 - 4. The vehicle cannot be a 15-person passenger van or bus;
 - 5. The vehicle shall be parked on a concrete pad;
 - 6. The vehicle shall be parked completely behind the sidewalk; or within a five-foot setback from the curb edge if there is no sidewalk;
 - 7. The vehicle shall not be operated on a fixed route;
 - 8. The operator shall not deviate from a route to pick up or discharge other passengers unless at the request of the customer that initiated the call; and
 - 9. The operator shall obtain a permit from the city on which all drivers of the vehicle are listed as well as the license plate number and the vehicle identification number of the vehicle. The city manager may revoke or suspend the permit for any violations of this section.
- (2) *Uses not permitted.* Uses not considered customary home occupations include, but are not limited to, barbershops, beauty parlors, animal hospitals, kennels, carpenter shops, electrical shops, plumbing shops, radio shops, tin shops, auto repair, auto paint and body repair shops, furniture repairing shops, clinics, doctor offices, hospitals, real estate offices, insurance agent offices, health studios, palm readers, day care centers or day care facilities which care for more than twelve (12) persons, taxi and limousine services, garage/yard sales (except that as many as two

(2) garage/yard sales may be held per year), major appliance repair shops, dance studios or other similar occupations.

- (3) *Use restrictions.* In addition to the requirements of the appropriate section of this chapter, a home occupation shall comply with the following restrictions.
- a. No home occupation shall cause, by reason of its existence, a significant increase in the number of vehicles traveling to and from the home or on the public streets surrounding or abutting the home, nor shall the home occupation receive regular deliveries from delivery trucks.
 - b. A home occupation shall in no way destroy, restrict or interfere with the primary use of the home as a place of residence.
 - c. No stock in trade shall be displayed or sold on the premises except that which is custom made to order.
 - d. The home occupation shall be conducted entirely within the principal dwelling unit or accessory structure, and in no event shall such use be visible from any other residential structure or public way.
 - e. There shall be no outdoor storage of equipment or material used in the home occupation.
 - f. No mechanical, electrical or other equipment which produces noise, electrical or magnetic interference, vibration, heat, glare or other annoyance outside the residential or accessory structure shall be used.
 - g. No home occupation shall be permitted which is noxious or offensive to a person of ordinary sensitivity or hazardous by reason of vehicular traffic, generation or emission of noise, vibration, smoke, dust, or other particulate matter, odorous matter, heat, humidity, glare, refuse, radiation or other objectionable emission.
 - h. No person other than members of the family residing on the premises shall be engaged in the home occupation unless required by licensing requirements or where such engagement is occasional and incidental to the occupation.
- (4) *Advertising.* No sign advertising the home occupation shall be allowed on or off the premises.
- (5) *Preexisting day care facilities.* Day care facilities operating prior to June 1, 1992, which are permitted for more than twelve (12) persons may continue to exist or operate, provided that such facilities do not modify the terms and conditions of their current license with regard to owner and number of clients.
- (6) *Penalty.* Any person who violates this section shall be subject to a fine of not more than two thousand dollars (\$2,000.00) for each violation for each day that the violation continues.

(Ord. No. 92-1201, § 1, 6-15-92; Code 1958, § 25-4.1; Ord. No. 99-1603, § 1, 7-6-99; Ord. No. 01-1653, § 1, 3-26-2001; Ord. No. 03-1735, § 1, 10-6-2003; Ord. No. 08-1876, § 1, 2-18-2008; Ord. No. 12-1989, § 1, 7-16-2012; Ord. No. 13-2021, § 1, 10-7-2013; Ord. No. 14-2048, § 1, 8-4-2014)

State Law reference— Industrial homework, V.T.C.A., Health and Safety Code § 143.001 et seq.

MEMORANDUM

To: The Honorable Mark Guthrie, Mayor and Members of the Richwood City Council

From: Michael Coon, City Manager

Date: November 9, 2017

Subject: Review of residential lighting ordinance

During the last meeting, Councilmember LaCount requested a review of the City's residential lighting ordinance.

Chapter 4: Buildings & Building Regulations ARTICLE XI. - OUTDOOR LIGHTING^[8]

Footnotes:

--- (8) ---

Editor's note— [Ord. No. 398](#), §§ 1—8, adopted March 16, 2015, did not expressly amend the Code and has been included as herein set out in art. XI, §§ 4-321—4-328, at the editor's discretion.

Sec. 4-321. - Purpose.

The purpose of this article is to:

- (1) Reduce the problems created by improperly designed and installed outdoor lighting.
- (2) Eliminate problems of glare on operators of motor vehicles, pedestrians and land uses.
- (3) Minimize light trespass.
- (4) Reduce the energy and financial costs of outdoor lighting by establishing regulations, which limit the area that certain kinds of outdoor lighting fixtures can illuminate.
- (5) Create standards for controlling lighting and glare to reduce light trespass that would otherwise create an annoyance and inconvenience to property owners and traffic hazards to motorists. These standards are intended to allow reasonable enjoyment of adjacent and nearby property by their owners and occupants while requiring adequate levels of lighting for security and parking areas.
- (6) Preserve the night sky as a natural resource and thus people's enjoyment of looking at the stars.

([Ord. No. 398](#), § 1, 3-16-15)

Sec. 4-322. - Definitions.

Direct illumination means light emitted directly from the lamp, off of the reflector or reflector diffuser, or through the refractor or diffuser lens, of a luminaire.

Fixture means the assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor lens.

Glare means light entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

Landscape lighting means lighting used to highlight trees, shrubs, or other plant material as well as ponds and other landscape features.

Light trespass means light that falls beyond the property it is intended to illuminate.

Luminaire means the complete lighting unit (fixture), consisting of a lamp, or lamps and ballast(s) (when applicable), together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps, and to connect the lamps to the power supply.

Shielded directional luminaire means a luminaire that includes an adjustable mounting device allowing aiming in any direction and contains a shield, louver, or baffle to reduce direct view of the lamp.

Time switch means an automatic lighting control device that switches lights according to time of day.

([Ord. No. 398](#), § 2, 3-16-15)

Sec. 4-323. - Nonresidential site lighting and glare standards.

- (a) Any use shall be operated so as not to produce obnoxious and intense glare or direct illumination across the bounding property line from a visible source of illumination of such intensity as to create a nuisance or detract from the use or enjoyment of adjacent property. All outside lights shall be made up of a light source and reflector so selected that acting together, the light beam is controlled and not directed across any bounding property line above a height of three feet. The allowable maximum intensity measured at the property line of a residential use in a residential district shall be 0.25 foot-candles. Light poles shall be placed on the site a setback equal to its height from all adjacent residential property.
- (b) Lighting within the parking areas shall meet the following minimum requirements:
 - (1) *Intensity.* Illumination shall not exceed an average of one foot-candle at ground level and shall distribute not more than 0.25 foot-candle of light upon any adjacent residentially zoned area.
 - (2) *Height.*
 - a. The maximum height for poles with lights is 35 feet.
 - b. Special lighting or lighting higher than 35 feet may be approved as specifically noted on the applicable required plan (i.e., land development plan, concept plan, site plan).

([Ord. No. 398](#), § 3, 3-16-15)

Sec. 4-324. - Residential lighting and glare standards.

- (a) *Residential lighting for security and night recreation use.*
 - (1) Fixture must be a shielded directional luminaire.
 - (2) The fixture is activated by a motion sensor designed to extinguish within 15 minutes of activation or is controlled by a time switch that deactivates the luminaire not later than 11:00 p.m.
 - (3) No light source shall exceed 35 feet in height.
 - (4) Lighting shall not directly shine on adjacent dwellings.
- (b) *Landscape lighting.* Landscape lighting shall not be aimed onto adjacent properties.
- (c) [*Permitted light source types.*] Light sources shall be of a down-light type, indirect, diffused, or shielded type luminaires installed and maintained so as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets. Bare bulbs above 75 watts and strings of lamps are prohibited, except for temporary lighting as provided in section 4-326.

([Ord. No. 398](#), § 4, 3-16-15)

Sec. 4-325. - Lighting by special permit only.

Lighting systems prohibited from being installed or used except by special use permit are as follows:

- (1) Temporary lighting in which any single luminaire exceeds 20,000 initial luminaire lumens or the total lighting load exceeds 160,000 lumens.
- (2) Aerial lasers.
- (3) Searchlights.
- (4) Other very intense lighting defined as having a light source exceeding 200,000 initial luminaire lumens or an intensity in any direction of more than 2,000,000 candelas.

([Ord. No. 398](#), § 5, 3-16-15)

Sec. 4-326. - Special or temporary lighting—Low wattage.

Bare bulbs or strings of lamps are prohibited, except during holidays special lighting shall be permitted for a maximum time period of 45 calendar days for each holiday used.

([Ord. No. 398](#), § 6, 3-16-15) Sec. 4-327. - Exemptions and exceptions.

Government, street lights and other public safety lighting shall be exempt from this article.

([Ord. No. 398](#), § 7, 3-16-15)

Sec. 4-328. - Penalties.

Any person who violates this article shall be guilty of a misdemeanor, and upon conviction thereof shall be fined as provided in section 1-6 of the Code of Ordinances of the City of Richwood.

([Ord. No. 398](#), § 8, 3-16-1

CONFIDENTIAL MATERIAL
CITY MANAGER'S INTRA-AGENCY INFORMATION
DISCLOSURE PROHIBITED AND PUNISHABLE
UNDER SECTION 552.352 OF THE
TEXAS GOVERNMENT CODE

Manager's Letter Supplement
11/09/2017

Consent Agenda

Approval of Minutes of Previous Meetings

No additional comments.

Payment of Bills

No additional comments.

Discussion & Action Items

Discuss and consider a resolution authorizing the financing and purchase of a Spartan 4 door Fire Pumper Truck from Metro Fire Apparatus through HGAC Buyboard in the amount of \$375,690

The financing company for the new Engine #1 has asked that the City Council adopt a resolution that specifically authorizes the financing for the new fire truck.

During the previous discussion on the purchase of the Fire Engine, Councilmember Brown had asked for more information on leasing a new fire truck. I have provided a brief summary of what I discovered about leasing a fire engine.

The only company that I found that leases the trucks is Peirce, but it still appears that purchasing the truck would be the better deal for us. The longest term that Peirce will put on a lease is 10 years and the annual cost of the lease would be \$41,446 for a similar truck with the same down payment. After the 10 years is over we could lease another truck for 10 years, but by then the estimated sticker price on that leased truck would be about \$660,000 based on the 3% annual price increase quoted to me by the Peirce sales representative.

Since our fire engines do not experience heavy use, they are able to last us 20 years until they are no longer certified, and it makes more sense to purchase them and use them until their certification expires. Another added benefit of having a 5-year period without payments is that we will be able to save up for a large down payment on the next truck.

Discuss & Consider a resolution casting votes for Board of Directors of the Brazoria County Appraisal District

There have been five individuals that have been nominated:

- Tommy King
- Ruby Jo Knight
- Gail Robinson
- Glenn Salyer
- Susan Spoor

I do not know these five individuals, but I do know that they are all currently members of the board.

A resolution supporting adequate funding and resources be provided to federal agencies such as FEMA, HUD, Army Core of Engineers and other agencies, for the purpose of assisting with the processes of any recovery efforts related to damage caused by flooding as a result of Hurricane Harvey

This resolution will be sent to Congressman Weber, Senator Cruz, and Senator Cornyn.

A resolution supporting joint efforts with federal, state and/or local agencies, including Brazoria County, Velasco Drainage District and other surrounding agencies to assess and analyze all potential avenues of mitigation for any damage that could be caused by future flooding of the Brazos River and Bastrop Bayou

This resolution is stating that the City of Richwood is going to work with everybody possible to try to assess and analyze all projects that could potentially mitigate future flood damage.

Discuss & Consider an ordinance prohibiting scavenging of property within 90 days following the termination of a declared disaster.

Per Council's instructions, staff has drafted an ordinance to prohibit scavenging after a declared disaster. If you would like to make any additional changes to the ordinance, that is fine. Just let us know during the meeting on Monday and we can bring the revisions back at the December Council Meeting.

Discuss and consider an ordinance amending Section 19-51(5) Preliminary Plat Submittals of the Code of Ordinances and establishing the City Permitting and Inspection Fee Schedule

During the budget staff recommend multiple changes to the City's development and permitting fees. Starting with these fees, staff would like to create a fee schedule in the City's Code of Ordinances that would eventually serve as an easy reference point for all fees that are charged by the City.

In review, changing the permitting and inspection fees has two main objectives. The first objective is to simplify the process so that staff and developers can quickly determine the appropriate levels of fees without going through redundant processes like counting every light switch, outlet, and faucet in the house. The second objective is to help make sure that the builders or developers are being adequately charged for the staff time and resources used during the permitting and inspections process.

Honestly the only change that I see the City getting a lot of push back on is increasing the residential plan review fee from \$50 to half of the value of the main building permit. If you think about it, it takes a lot more time to properly review a 4,000 square foot home than it does to review at 1,800 square foot home and I believe that the plan review fees should account for the various levels of work that are required.

Discuss & Consider Changes to the City Personnel Policy Manual as it pertains to holidays for full-time police officers and employees working an alternative work schedule

This would remove Policy #602 from the Personnel Policy Manual, and officially make it so that starting next calendar year all the police officers will be paid holiday time at 2.5 times their regular salary instead of receiving a floating holiday. There should not be an impact on the department's budget because as of right now when an officer uses a floating holiday, that officer gets paid straight time and then another officer is paid time and a half to cover the shift.

Update from Animal Ordinance Review committee and discussion of proposed chicken ordinance

In spite of suffering losses from the flooding, the members of the Animal Ordinance Review committee have been hard at work. Their chairman, Lynse Ellison, will provide an update of what they have done so far and will then present a request to City Council to consider adopting an ordinance that would allow chickens within the City limits.

Review of solid waste collection contract and suggestions for future waste collection services offered

During the October meeting Councilmember Brown asked to review the waste collection contract. A copy of the contract has been attached to the packet and I have included a couple of points below that we may want to consider changing in future contracts.

- Require that residents be reimbursed or credited for service if they paid for the service but did not receive it due to the lack of access resulting from a natural disaster.
- Take out the clause requiring the City to give the contractor first right of refusal on debris cleanup contracts.

Review of home based business ordinance

At the last meeting Councilmember LaCount asked to review the home-based business ordinances. Included in the packet you will find information on our current ordinance as well as the ordinances from Angleton, Clute, Freeport, and Lake Jackson. If Council would like to change the ordinances I would recommend we adopt something like Angleton's or Clute's ordinances. Those two ordinances appear to be straightforward without being overly restrictive. The Lake Jackson ordinance, as you will notice, is almost the exact same as our current ordinance.

Review of residential lighting ordinance

At the last meeting Councilmember LaCount asked to review the residential lighting ordinance.