

AGENDA
RICHWOOD CITY COUNCIL
Regular Meeting, Monday, June 8, 2015
Richwood City Hall
1800 N. Brazosport Blvd.
Richwood, TX 77531
6:00 PM

- I. CALL TO ORDER
Presenter: Clint Kocurek
- II. INVOCATION
- III. PLEDGES OF ALLEGIANCE
Pledge of Allegiance & Texas Pledge
- IV. ROLL CALL OF COUNCIL MEMBERS
Presenter: Clint Kocurek
- V. CONSENT AGENDA
 - A. Approval of Minutes of Previous Meetings 3
 - B. Payment of bills 13
 - C. Appointment to Keep Richwood Beautiful - Scott Litton 31
 - D. Ordinance No. 400, Authorizing the Code Enforcement Officer, Animal Control Officer and Fire Marshal to issue citations in criminal enforcement 33
- VI. DISCUSSION AND ACTION ITEMS
 - A. Selection of Mayor Pro Tem 37
 - B. Authorization to seek Requests for Proposals - Solid Waste Disposal Services 38
 - C. Award Contract for Engineering Services on an as needed basis 49
 - D. Extend Disaster Debris Removal Contract for a period up to 5 years 91
 - E. Ordinance No. 325-15 - Storm Water Run off 94
 - F. Ordinance No. 401 - Four-way stop signs at intersection of Blue Jay Dr. and Cardinal Dr. and Warbler/Dove Trail and Audubonwoods Dr. 116
 - G. Approve items removed from Consent Agenda
- VII. REPORTS
Reports that require no action.
 - A. Finance Reports
 - B. Update on Water Meters
- VIII. CITY MANAGER'S REPORT
Presenter: Glenn Patton
- IX. FUTURE AGENDA ITEMS
- X. COMMITTEE REPORTS
- XI. COUNCIL MEMBER COMMENTS & REPORTS
- XII. MAYOR'S REPORT

A. Set Goal Planning Workshop

XIII. 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

XIV. ADJOURNMENT

I, Karen B. Schrom, do hereby certify that I did, on 5th day of May, 2015, post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Karen B. Schrom, City Secretary
City of Richwood

Minutes of Regular Meeting

The City Council City of Richwood

A Regular Meeting of the City Council of City of Richwood was held Monday, May 11, 2015, beginning at 6:00 PM in the Richwood City Hall, 1800 N. Brazosport Blvd. Richwood, Texas.

I. CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Clint Kocurek, Mayor and residing officer.

II. INVOCATION

The invocation was given by Councilman Beaty.

III. PLEDGES OF ALLEGIANCE

The Pledge of Allegiance and the Texas Pledge of Allegiance were recited by those in attendance.

IV. ROLL CALL OF COUNCIL MEMBERS

Roll call showed the following members present;

Clint Kocurek, Mayor and presiding officer
Paul Raymond, Council, Position #1 and Mayor Pro Tem
John Pitts, Council, Position #2
Jarrod Beaty, Council, Position #3
Sarah Harris, Council, Position #4

Absent:

Chris Hardison, Council, Position #5

A quorum was declared. Others present included Glenn Patton, City Manager, Karen B. Schrom, City Secretary, Kenny Williams, Public Works Director, Clif Custer, Public Works Foreman, Bryan Corb, Police Chief, Kevin Munley, Sergeant, Jason Cordoba, City Attorney, Candace and Joe Kukla, John Harris, Colleen Gogstad, Justin Gatlin, Janet and Garry Ellis, Lauren LaCount and Gilbert Reyes.

V. CONSENT AGENDA

Motion was made by Councilman Beaty, seconded by Councilman Pitts, with all members voting aye, the Consent Agenda was approved as presented.

- A. Approval of Minutes of Previous Meetings
- B. Payment of bills
- C. Audit Engagement Letter

VI. DISCUSSION AND ACTION ITEMS

A. Citizen's Police Academy Graduation

Chief Corb presented each attending member of the Citizen's Police Academy their Graduation Certificate. He explained that during this program, they learned basic patrol, criminal law and in the process, got to meet our officers, those from Brazosport Independent School District, Angleton Independent School District, members of the Fire Department and Jeri Yenne, Brazoria County District Attorney.

Mr. and Ms. Ellis thanked the Police Department for the program, stating it was beautifully organized, concise and very interesting. It definitely showed their dedication to the City. Justin Gatlin stated it made him proud to be a part of this community. Councilman Harris stated it was an awesome 11 week program and you really got to see what officers go through on a daily basis.

Chief Corb stated this was just the first class and thanked Officer Munley for his help in coordinating it. There will be another session either in the fall or by the first of the year.

Mayor Kocurek thanked the Chief, officers and everyone who took part in making this a success.

B. Public Hearing - Comprehensive Zoning Plan

The public hearing was opened at 6:09 p.m.

With no one present wishing to speak, the meeting was adjourned at 6:10 p.m.

C. Accept Report- Ordinance No. 324-15, Comprehensive Zoning Plan

On motion by Councilman Harris, seconded by Councilman Beaty, with all members present voting aye, it was duly adopted to accept the report on the

Comprehensive Plan.

It is as follows:

A. *Does the amendment comport with the comprehensive plan?*

Yes

B. *Why is the amendment necessary?*

To protect the property values and keep the City from looking like an industrial district

C. *How will the amendment benefit the affected areas and the overall city?*

Protect property values and overall look of the city and encourage development.

D. *Are there any possible or anticipated negative impacts of the amendment?*

None

D. Adopt Ordinance No. 324-15, Comprehensive Zoning Plan

On motion by Councilman Raymond, seconded by Councilman Beaty, with all members present voting aye, Ordinance No. 324-15, Comprehensive Zoning Plan was approved as presented.

E. Authorization to seek Requests for Proposals for Engineering Services

On motion by Councilman Pitts, seconded by Councilman Raymond, with all members present voting aye, it was duly authorized to seek proposals for Engineering Services on an as needed basis.

F. Ordinance No. 400, Authorizing the Code Enforcement Officer, Animal Control Officer and Fire Marshal to issue citations in criminal enforcement

On motion by Councilman Beaty, seconded by Councilman Harris, with all members present voting aye, it was duly adopted to allow Council to review the proposed ordinance and vote on it at the June meeting.

G. Public Hearing - Variance request to allow sleeping quarters for a night watchman in a C-1 Commercial Zone

The Public Hearing was opened at 6:16 p.m. Mayor Kocurek stated he didn't feel comfortable with the request. If we allow it for one commercial business, we'd have to do it for others and the crime statistics for the area do not support the need for a night watchman in the area.

With no one else wishing to speak, the Public Hearing was closed at 6:17 p.m.

H. Variance request - Variance request to allow sleeping quarters for a night watchman in a C-1 Commercial Zone

On motion by Councilman Beaty, seconded by Councilman Raymond, with all members present voting aye, the variance request to allow sleeping quarters for a night watchman in a C-1 Commercial zone was denied.

I. Executive Session: Pursuant to Section 551.087, Government Code, Deliberation regarding economic development negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described in Subdivision (1)

1. Chapter 380 Agreement

Council entered the executive session at 6:18 p.m.

Council exited the executive session at 6:30 p.m.

J. Action as a result of Executive Session - Chapter 380 - Creekwood Landing Dr.

On motion by Councilman Beaty, seconded by Councilman Raymond, with all present voting aye, it was duly adopted to enter into a Chapter 380 agreement with the project on Creekwood Landing Dr.

K. Approve items removed from Consent Agenda

There were none.

VII. REPORTS

A. Finance Reports

Par for the period ending April 30, 2015 is 41% remaining. Revenues exceed expenditures.

B. Public Works - Update on Electronic Water Meters

Mr. Custer reported he had heard from UMS. They have gotten a full diagnostic of our system and there are about 200 meters that have indicated there is a problem. Sensus has hired UMS to replace each of those meters.

Councilman Beaty stated he feels they are being very pro-active about the problems and feels we should do quarterly diagnostic tests until we feel comfortable. Councilman Raymond appreciates the effort that has gone into this problem.

Mr. Custer also reported he had received a bid from Sensus on the customer portal. It would be \$30,354 for the initial year, with an annual fee of \$20,354.

C. Report from City Secretary/Finance Director

Ms. Schrom reported Administration has developed a new Councilmembers Packet as well as an Orientation Program. The City has received the State Comptroller's Office Leadership Circle's highest award for the 6th year in a row for transparency in local government. When it became apparent that Waste Management was not going to pick up the storm debris from April 17th's storm, she and Mr. Custer worked with Bergeron and the City of Lake Jackson to dispose of the debris.

VIII. CITY MANAGER'S REPORT

Mr. Patton reported that Waste Management would not pick up the storm debris, only their regularly scheduled amount. City staff were able to contact Bergeron, who had just won our storm debris removal contract. They were able to start immediately and have done a great job. We have had issues with Waste Management recently and will begin work on RFPs to present at next meeting.

The Magnolia Street sewer line emergency repairs are completed.

Our alternate Judge, Lacey Paladino, has resigned. We need to look for a replacement. We also need members for Keep Richwood Beautiful and Crime Control and Prevention District. There are very important committees.

He also thanked staff for their assistance while he was out last week. Everyone, especially Mr. Custer, stepped up and the City never missed a beat.

IX. FUTURE AGENDA ITEMS

Ordinance No. 400
May 21st meeting

X. COMMITTEE REPORTS

There were none.

XI. COUNCIL MEMBER COMMENTS & REPORTS

Councilman Beaty thanked everyone who came to the Citizen's Police Academy and the Police Department for a job well done.

Councilman Harris stated it was really awesome to see everyone coming together for the City.

XII. MAYOR'S REPORT

BCCA will be May 20th and hosted by Iowa Colony.

Don't forget the Car Show on May 16th.

XIII. PUBLIC COMMENTS

There were none.

XIV. ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 7:10 p.m.

APPROVED BY A MAJORITY VOTE OF COUNCIL ON THE 8th DAY OF JUNE.

Clint Kocurek, Mayor

ATTEST:

Karen B. Schrom, City Secretary

Minutes of Special Meeting

The City Council City of Richwood

A Special Meeting of the City Council of City of Richwood was held Thursday, May 21, 2015, beginning at 6:00 PM in the Richwood City Hall, 1800 N. Brazosport Blvd. Richwood, Texas.

I. CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Clint Kocurek, Mayor and Presiding officer.

II. INVOCATION

The invocation was given by Councilman Beaty.

III. PLEDGES OF ALLEGIANCE

The Pledge of Allegiance and the Texas Pledge of Allegiance was recited by those in attendance.

IV. ROLL CALL OF COUNCIL MEMBERS

Roll call showed the following members present:

Clint Kocurek, Mayor and Presiding Officer
John Pitts, Council Position #2
Jarrod Beaty, Council, Position #3
Sarah Harris, Council, Position #4
Chris Hardison, Council, Position #5

Absent:

Paul Raymond, Council, Position #1 and Mayor Pro Tem

A quorum was declared. Others present included Glenn Patton, City Manager, Karen B. Schrom, City Secretary, Jennifer Beaty, Code Enforcement, Peggy Gartman, Gayle Pitts, Frank and Sai Blanks, Kat Venegas, Melissa Blanks, Council, Position #2 Elect, Sam and Maria Cisneros and Scott Blanks.

V. DISCUSSION AND ACTION ITEMS

A. Canvass May 9, 2015 Election

On motion by Councilman Pitts, seconded by Councilman Beaty, with all members present voting aye, the election of May 9, 2015 were canvassed, accept and placed in the Public Record. The results are as follows:

Mayor	
Clint Kocurek	110
Position #2	
Melissa Blanks	90
Mark Guthrie	46
Position #3	
Jarrold Beaty	81
Lauren LaCount	48
Proposition #1 Street Sales Tax	
For	99
Against	32

B. Swear in new members of Council

Clint Kocurek, Jarrod Beaty and Melissa Blanks were sworn in and took their respective places on Council.

Mayor Kocurek read a proclamation, proclaiming May 22nd as John Pitts Day in Richwood. Councilman Beaty stated it was an honor to serve with Mr. Pitts. There will be refreshments after the meeting.

VI. ANYONE WISHING TO ADDRESS COUNCIL

There were none.

VII. ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 6:11 p.m.

APPROVED BY A MAJORITY VOTE OF COUNCIL ON JUNE 8' 2015.

Clint Kocurek, Mayor

ATTEST:

Karen B. Schrom, City Secretary

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
19	may15	AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414		05/07/15	telephone	05/07/15	\$367.02	\$367.02	10-02-5420	Telephone	\$3,000.00	\$788.35
								\$367.02				
32	299790	BOBBY FORD, 1200 N HWY 288B, RICHWOOD, TX, 77531		05/07/15	fuel pump /install on dump truck	05/07/15	\$960.52	\$960.52	10-02-5340	Vehicle M&R	\$5,000.00	\$122.01
				05/07/15	battery	05/07/15	\$119.00	\$119.00	10-02-5340	Vehicle M&R	\$5,000.00	\$122.01
								\$1,079.52				
90	1118543	FACTS, THE, PO BOX 549, CLUTE, TX, 77531		05/07/15	fair housing ad	05/07/15	\$57.60	\$57.60	10-01-5685	Publishing & Advertising	\$6,000.00	\$4,041.00
								\$57.60				
122	39320	LAWMAN'S UNIFORM & EQUIPMENT, 5814 MILWEE BLDG. A, HOUSTON, TX, 77092		05/07/15	uniforms for officer garza	05/07/15	\$686.98	\$686.98	10-05-5190	Uniforms	\$1,500.00	(\$5,713.09)
								\$686.98				
127	may15	MALONE, DON, , , ,		05/07/15	inspections	05/07/15	\$575.00	\$575.00	10-02-5695	Special Services - Miscell	\$7,300.00	\$1,064.49
								\$575.00				
154	28640	PROMOTIONS UNLIMITED, 849 WEST PLANTATION DRIVE, CLUTE, TX, 77531		05/07/15	uniforms	05/07/15	\$156.88	\$156.88	10-09-5190	Uniforms	\$500.00	\$400.10
								\$156.88				
155	3528049	QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600		05/07/15	avery index maker system	05/07/15	\$103.49	\$103.49	10-01-5210	Office Supplies	\$25,000.00	\$7,819.19
								\$103.49				
156	41959	R & M TELEPHONE SERVICE, 108 THAT WAY, LAKE JACKSON, TX, 77566		05/07/15	repair of dispatch phone	05/07/15	\$98.00	\$98.00	10-05-5420	Telephone	\$6,000.00	\$3,073.92
								\$98.00				
315	68651	THE POLICE AND SHERIFFS PRESS, PO BOX 1489, LYONS, GA, 30436		05/07/15	id cards for 603, 604, 610	05/07/15	\$47.49	\$47.49	10-05-5130	Training & Travel	\$11,300.00	\$7,993.29
								\$47.49				
508	may15	TEXAS MUNICIPAL LEAGUE, 1821 RUTHERFORD LN, SUITE #400, AUSTIN, TX, 78754-5128		05/07/15	dues and subscriptions	05/07/15	\$1,200.00	\$1,200.00	10-01-5660	Dues & Subscriptions	\$7,000.00	\$6,090.00
								\$1,200.00				
514	72028	P C CARE, 221 PARKING WAY, LAKE JACKSON, TX, 77566		05/07/15	computer repair for p tyler	05/07/15	\$137.50	\$137.50	10-04-5294	Expenditures - Court Tec	\$0.00	(\$1,602.11)
								\$137.50				
540		BLACKBOARD INC., P.O. BOX 200154, PITTSBURGH, PA, 15251-0154						\$137.50				

Council Approval Report for FIRST NATIONAL BANK--100103073

(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		1186334	05/07/15	dues	05/07/15	\$3,800.00	\$3,800.00	10-01-5660	Dues & Subscriptions	\$7,000.00	\$6,090.00
							\$3,800.00				
		636		MIKE SORRELL TRUCKING & MATERIALS, P.O. BOX 2049, FREEPORT, TX, 77542-2078							
		374	05/07/15	loads of bank sand	05/07/15	\$240.00	\$240.00	10-08-5310	Building & Grounds M&R	\$40,000.00	\$17,028.10
							\$240.00				
		672		CUSTOM CAR AUDIO, 2020 S. HWY 288-B, RICHWOOD, TX, 77515							
		may15	05/07/15	left side mirror 2014 F-250 R/C	05/07/15	\$220.00	\$220.00	10-02-5340	Vehicle M&R	\$5,000.00	\$122.01
							\$220.00				
		853		PRATHER & HARLAN AIR CONDITIONING, P.O. BOX 418, CLUTE, TX, 77531							
		24764	05/07/15	quarterly maint on ac	05/07/15	\$375.00	\$375.00	10-01-5310	Building & Grounds M&R	\$5,000.00	(\$7,144.44)
							\$375.00				
		889		BCOS OFFICE TECHNOLOGIES, ATTN: ACCOUNTS RECEIVABLES, 1111 COUNTY ROAD 44, ANGLETON, TX, 77515							
		889	05/07/15	copier	05/07/15	\$282.91	\$282.91	10-01-5935	Equipment - Time Payme	\$5,000.00	\$1,798.36
		ar192379	05/07/15	copier	05/07/15	\$29.17	\$29.17	10-05-5210	Office Supplies	\$5,000.00	(\$1,899.91)
							\$312.08				
		947		CREATIONS BY GRACE, 358 E. PLANTATION DRIVE, CLUTE, TX, 77531-5511							
		100000109	05/07/15	flowers for admin day	05/07/15	\$337.74	\$337.74	10-01-5101	Administrative Expense	\$9,000.00	\$3,113.86
							\$337.74				
		1054		LEADSONLINE LLC, 6900 DALLAS PARKWAY, SUITE 825, PLANO, TX,							
		231282	05/07/15	subscription	05/07/15	\$1,068.00	\$1,068.00	10-05-5660	Dues & Subscriptions	\$1,900.00	\$1,900.00
							\$1,068.00				
		1068		COMBINED INSURANCE CO. OF AMERICA, 5277 PAYSHERE CIRCLE, CHICAGO, IL, 60674							
		410697	05/07/15	insurance	05/07/15	\$128.14	\$128.14	10-29-2136	Insurance Payable	\$0.00	\$1,261.19
							\$128.14				
		1117		CDW-Government, 75 Remittance Drive, Suite 1515, Chicago, IL, 60675-1515							
		tx08298	05/07/15	shipping and handling	05/07/15	\$106.82	\$106.82	10-01-5210	Office Supplies	\$25,000.00	\$7,819.19
		tx08298	05/07/15	keyboard	05/07/15	\$38.99	\$38.99	10-01-5210	Office Supplies	\$25,000.00	\$7,819.19
		tx08298	05/07/15	monitor	05/07/15	\$88.99	\$88.99	10-01-5210	Office Supplies	\$25,000.00	\$7,819.19
		tx08298	05/07/15	hp sb 800 i5-4590s	05/07/15	\$801.99	\$801.99	10-01-5210	Office Supplies	\$25,000.00	\$7,819.19
		tx08298	05/07/15	hp 800 i8-4570s	05/07/15	\$3,079.95	\$3,079.95	10-05-5210	Office Supplies	\$5,000.00	(\$1,899.91)
							\$4,116.74				
		1182		TEXAS DEPARTMENT OF MOTOR VEHICLES, IT SERVICES DIVISION, P.O. BOX 12098, AUSTIN, TX, 78711-2098							
		may15	05/07/15	april mvi	05/07/15	\$24.32	\$24.32	10-09-5240	Expendable Operating S	\$400.00	\$175.36
		may15	05/07/15	resubmit march mvi	05/07/15	\$23.72	\$23.72	10-09-5240	Expendable Operating S	\$400.00	\$175.36
							\$48.04				
		1299		MCGUIRE, DENNIS PH.D., 115 NORTH DIXIE DRIVE, SUITE 250, LAKE JACKSON, TX, 77566							

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

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		may15	05/07/15	psychological exam for 607, 609, 613	05/07/15	\$450.00	\$450.00	10-05-5685	Publishing & Advertising	\$4,000.00	\$3,900.00
							\$450.00				
1300	JONES, CHRIS, P.O. BOX 691, LAKE JACKSON, TX, 77566										
may15	05/07/15 cash reimburse for white helmet		05/07/15			\$330.19	\$330.19	10-07-5190	Uniforms	\$6,500.00	\$4,019.45
							\$330.19				
Total Bills To Pay:							\$15,935.41				

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

(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
39	may15	BRAZORIA COUNTY WATER LAB, 408 E. ORANGE, ANGLETON, TX, 77515	05/07/15	water sample test	05/07/15	\$90.00	\$90.00	30-21-5390	Water Lines M&R	\$45,000.00	(\$1,879.38)
42	07-0410	BRAZOSPORT WATER AUTHORITY, 1251 FM 2004, LAKE JACKSON, TX, 77566	05/07/15	contract for residential trash	05/07/15	\$15,862.50	\$15,862.50	30-21-5995	Brazosport Water Authority	\$190,000.00	\$93,767.50
236	5245145-1791-0	WASTE MANAGEMENT, PO BOX 660585, DALLAS, TX, 75266-0585	05/07/15	residential trash service	05/07/15	\$18,353.16	\$18,353.16	30-30-2240	Sanitation Payable	\$0.00	(\$19,207.05)
636	429	MIKE SORRELL TRUCKING & MATERIALS, P.O. BOX 2049, FREEPORT, TX, 77542-2078	05/07/15	loads of select sand	05/07/15	\$200.00	\$200.00	30-30-1240	Due from General Water/	\$0.00	(\$130,804.64)
1117	bx08298--02	CDW-Government, 75 Remittance Drive, Suite 1515, Chicago, IL, 60675-1515	05/07/15		05/07/15	\$615.99	\$615.99	30-21-5210	Office Supplies	\$10,000.00	(\$95.62)
1301	10569642	CTRMA PROCESSING, P.O. BOX 16777, AUSTIN, TX, 78761-6777	05/07/15	tolls in austin for code enf. School	05/07/15	\$3.88	\$3.88	30-21-5130	Training & Travel	\$4,000.00	\$3,623.20
Total Bills To Pay:										\$35,125.53	

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	may15-may15-2	AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
49	eng 15-29	BRAZORIA COUNTY TREASURER, , , ,									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
54	may15-may15-2-may15-3-may15-1	CENTERPOINT ENERGY, PO BOX 4981, HOUSTON, TX, 77210-4981									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
71	12519	CONCORDE CHEMICAL & SUPPLIES, 4318 PERDIDO BAY, KATY, TX, 77450									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
155	3813843	QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
192	may15	TEXAS MUNICIPAL RETIREMENT SYSTEM, PO BOX 149153, AUSTIN, TX, 78714-9153									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
201	may15-may15-	COMCAST, PO BOX 660618, DALLAS, TX, 75266-0618									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
207	9744874086	VERIZON WIRELESS, PO BOX 660108, DALLAS, TX, 75266-0108									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
266	9926830690	AIRGAS USA, LLC, PO BOX 676015, DALLAS, TX, 75267-6015									
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15
		05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15	05/14/15

Council Approval Report for FIRST NATIONAL BANK--100103073

(Council Approval Report)

Vendor

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
614	BROOKSIDE EQUIPMENT SALES, INC., P.O. BOX 262324, HOUSTON, TX, 77207								
IA58804	05/14/15	cable for mower	05/14/15	\$83.07	\$83.07	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
					\$83.07				
929	INDUSTRIAL CHEMICAL CLEANER, P.O. BOX 14262, HOUSTON, TX, 77221-4262								
45705	05/14/15	spray hose for fogger	05/14/15	\$261.05	\$261.05	10-02-5365	Other Equipment M&R	\$4,000.00	\$1,119.70
					\$261.05				
1254	I. TELLO FLOORCARE, 4522 LINCOLNSHIRE, HOUSTON, TX, 77048								
701722	05/14/15	floor maint for comm bldg.	05/14/15	\$80.00	\$80.00	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
					\$80.00				
Total Bills To Pay:				\$17,682.68					

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			
59	may15	CITY OF RICHWOOD 05/14/15 water deposits	05/14/15	\$559.40	\$559.40	30-30-2220	Customer Meter Deposits	\$0.00	(\$86,580.96)			
82	de05001631-15	DXI INDUSTRIES, INC., PO BOX 301049, DALLAS, TX, 75303-1049 05/14/15 chlorine	05/14/15	\$24.00	\$24.00	30-21-5270	Chemicals	\$7,000.00	\$5,404.21			
	de05001632-15	05/14/15 chlorine	05/14/15	\$12.00	\$12.00	30-21-5270	Chemicals	\$7,000.00	\$5,404.21			
	de05001633-15	05/14/15 chlorine	05/14/15	\$18.00	\$18.00	30-21-5270	Chemicals	\$7,000.00	\$5,404.21			
	de05001666-15	05/14/15 chlorine	05/14/15	\$60.00	\$60.00	30-21-5270	Chemicals	\$7,000.00	\$5,404.21			
106	D889752	HD SUPPLY WATERWORKS, PO BOX 840700, DALLAS, TX, 75284-0700 05/14/15 smith blair 6" c900 coupling	05/14/15	\$440.00	\$440.00	30-30-1240	Due from General Water/	\$0.00	(\$131,004.64)			
192	may15-01	TEXAS MUNICIPAL RETIREMENT SYSTEM, PO BOX 149153, AUSTIN, TX, 78714-9153 05/14/15 retirement	05/14/15	\$2,679.39	\$2,679.39	30-30-2132	Retirement Payable	\$0.00	(\$394.40)			
412	may15	SALINAS, ESTABAN, P.O. BOX 724, CLUTE, TX, 77531 05/14/15 water deposit refund	05/14/15	\$27.00	\$27.00	30-30-2220	Customer Meter Deposits	\$0.00	(\$86,580.96)			
936	may15	WEAVER, BOBBY, , , , 05/14/15 water deposit refund	05/14/15	\$27.00	\$27.00	30-30-2220	Customer Meter Deposits	\$0.00	(\$86,580.96)			
1137	may15	RASBERRY, BOBBY, , , , 05/14/15 training and travel for b. rasberry and r. rasberry	05/14/15	\$537.64	\$537.64	30-21-5130	Training & Travel	\$4,000.00	\$3,619.32			
1251	may15	APLIN HOMES, , , , 05/14/15 water deposit refund	05/14/15	\$27.00	\$27.00	30-30-2220	Customer Meter Deposits	\$0.00	(\$86,580.96)			
1302	may15	COURTNEY, FLO, , , , 05/14/15 water deposit refund	05/14/15	\$30.00	\$30.00	30-30-2220	Customer Meter Deposits	\$0.00	(\$86,580.96)			
1303	may15	ALEXANDER, JOHN, , , , 05/14/15 water deposit refund	05/14/15	\$29.60	\$29.60	30-30-2220	Customer Meter Deposits	\$0.00	(\$86,580.96)			

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

(Council Approval Report)

Vendor		Invoice Number		Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
								\$4,471.03				

Total Bills To Pay:

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
32	BOBBY FORD, 1200 N HWY 288B, RICHWOOD, TX, 77531	300049	05/21/15	repairs to unit#748	05/21/15	\$2,769.22	\$2,769.22	10-05-5340	Vehicle M&R	\$10,300.00	\$2,578.76
							\$2,769.22				
127	MALONE, DON, , , ,	may15-	05/21/15	inspections	05/21/15	\$275.00	\$275.00	10-02-5695	Special Services - Miscell	\$7,300.00	\$489.49
							\$275.00				
131	MAURO & CORDOBA, P.L.L.C., 208 PARKING WAY, LAKE JACKSON, TX, 77566	33967	05/21/15	attorney fees	05/21/15	\$472.50	\$472.50	10-01-5570	Attorney's Fees	\$20,000.00	\$17,195.00
			05/21/15	attorney fees	05/21/15	\$360.00	\$360.00	10-01-5570	Attorney's Fees	\$20,000.00	\$17,195.00
			05/21/15	attorney fees	05/21/15	\$165.00	\$165.00	10-06-5570	Attorney's Fees	\$8,500.00	\$3,205.38
							\$997.50				
135	MONROE ADVERTISING, 117 N. HWY. 288, CLUTE, TX, 77531	008347	05/21/15	flags	05/21/15	\$110.00	\$110.00	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
							\$110.00				
146	PENNEY'S ELECTRIC, PO BOX 2888, FREEPORT, TX, 77541	15827	05/21/15	troubleshoot service center generator	05/21/15	\$416.25	\$416.25	10-02-5310	Building & Grounds M&R	\$1,000.00	\$159.22
							\$416.25				
152	BUSINESS CARD, PO BOX 15796, WILMINGTON, DE, 19886-5710	054101951222551	05/21/15	lunch for cliff	05/21/15	\$7.31	\$7.31	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	tea	05/21/15	\$5.98	\$5.98	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	card	05/21/15	\$2.99	\$2.99	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	tax	05/21/15	\$1.55	\$1.55	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	cake	05/21/15	\$24.99	\$24.99	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	cups	05/21/15	\$2.99	\$2.99	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	paper plates	05/21/15	\$9.98	\$9.98	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	unsweet tea	05/21/15	\$4.10	\$4.10	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	lunch for in service training	05/21/15	\$364.32	\$364.32	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	mailbox host	05/21/15	\$212.50	\$212.50	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	google	05/21/15	\$10.00	\$10.00	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
			05/21/15	malware bytes	05/21/15	\$24.95	\$24.95	10-01-5210	Office Supplies	\$25,000.00	\$6,678.91
			05/21/15	adobe	05/21/15	\$21.64	\$21.64	10-01-5210	Office Supplies	\$25,000.00	\$6,678.91
			05/21/15	postage	05/21/15	\$24.99	\$24.99	10-01-5240	Expendable Operating S	\$16,000.00	\$6,657.30
			05/21/15	postage	05/21/15	\$9.95	\$9.95	10-01-5240	Expendable Operating S	\$16,000.00	\$6,657.30
			05/21/15	postage	05/21/15	\$350.00	\$350.00	10-01-5240	Expendable Operating S	\$16,000.00	\$6,657.30
			05/21/15	tire plug kit	05/21/15	\$5.39	\$5.39	10-02-5220	Tools	\$2,000.00	\$1,450.35
			05/21/15	tire plugs	05/21/15	\$1.37	\$1.37	10-02-5220	Tools	\$2,000.00	\$1,450.35
			05/21/15	two way towing balls, hitch pin and clips	05/21/15	\$125.96	\$125.96	10-02-5220	Tools	\$2,000.00	\$1,450.35
			05/21/15	tire pressure gauge	05/21/15	\$9.98	\$9.98	10-02-5220	Tools	\$2,000.00	\$1,450.35

Council Approval Report for FIRST NATIONAL BANK--100103073

(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		054368451083001	05/21/15	gas	05/21/15	\$4.59	\$4.59	10-02-5230	Gas, Oil, & Lubricants	\$10,000.00	\$6,491.82
		553095951098380	05/21/15	fuel	05/21/15	\$0.05	\$0.05	10-02-5230	Gas, Oil, & Lubricants	\$10,000.00	\$6,491.82
		051404850987200	05/21/15	meals for pw for work at oakwood shores	05/21/15	\$22.05	\$22.05	10-02-5240	Expendable Operating S	\$3,000.00	\$1,956.61
		054101951130800	05/21/15	40lb bag of absorbant	05/21/15	\$13.96	\$13.96	10-02-5240	Expendable Operating S	\$3,000.00	\$1,956.61
		054368451205001	05/21/15	dog food	05/21/15	\$7.52	\$7.52	10-02-5240	Expendable Operating S	\$3,000.00	\$1,956.61
		255360651181010	05/21/15	registration for 2008 ford truck	05/21/15	\$2.00	\$2.00	10-02-5340	Vehicle M&R	\$5,000.00	(\$1,177.51)
		255360651181010	05/21/15	registration for 2008 ford truck	05/21/15	\$15.25	\$15.25	10-02-5340	Vehicle M&R	\$5,000.00	(\$1,177.51)
		555475051121221	05/21/15	front tire for old backhoe	05/21/15	\$214.50	\$214.50	10-02-5365	Other Equipment M&R	\$4,000.00	\$1,119.70
		851405151169000	05/21/15	rebuild steering piston on old backhoe	05/21/15	\$144.01	\$144.01	10-02-5365	Other Equipment M&R	\$4,000.00	\$1,119.70
		054368451194000	05/21/15	cookies and sodas for police academy school	05/21/15	\$13.64	\$13.64	10-05-5130	Training & Travel	\$11,300.00	\$7,945.80
		054368451231001	05/21/15	certificate paper for citizen academy graduation	05/21/15	\$18.39	\$18.39	10-05-5130	Training & Travel	\$11,300.00	\$7,945.80
		055874551130000	05/21/15	hotel credit	05/01/15	(\$0.18)	(\$0.18)	10-05-5130	Training & Travel	\$11,300.00	\$7,945.80
		551315851140915	05/21/15	microsoft 365 - 5 licenses -pd	05/21/15	\$108.24	\$108.24	10-05-5210	Office Supplies	\$5,000.00	(\$5,009.03)
		554328651090005	05/21/15	notary stamp for c smoot	05/21/15	\$23.90	\$23.90	10-05-5210	Office Supplies	\$5,000.00	(\$5,009.03)
		051404851091200	05/21/15	fuel for unit#748	05/21/15	\$42.59	\$42.59	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$20,568.98
		051404851091200	05/21/15	fuel for unit#600	05/21/15	\$34.19	\$34.19	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$20,568.98
		054368450976001	05/21/15	tires for unit# 748	05/21/15	\$419.00	\$419.00	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$20,568.98
		054368451063001	05/21/15	tax	05/21/15	\$0.19	\$0.19	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		054368451063001	05/21/15	card, cake for dispatch appreciation	05/21/15	\$11.28	\$11.28	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		054368451063001	05/21/15	tea and water for officer castle party	05/21/15	\$10.76	\$10.76	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		15217950931545	05/21/15	pd meeting meal	05/21/15	\$26.08	\$26.08	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		152742051061159	05/21/15	ticket printer paper	05/21/15	\$123.75	\$123.75	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		152742051061159	05/21/15	ticket printer paper	05/21/15	\$162.25	\$162.25	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		553095951112073	05/21/15	ij family medicine for taylor	05/21/15	\$89.25	\$89.25	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		851820151029000	05/21/15	roll of police k9 jr. badge stickers	05/21/15	\$19.99	\$19.99	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		851820151029000	05/21/15	pk. Of "drug prevention" bracelets	05/21/15	\$62.25	\$62.25	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		851820151029000	05/21/15	roll of police jr. badges	05/21/15	\$19.99	\$19.99	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		851820151029000	05/21/15	pk. Of police officer pencils	05/21/15	\$32.97	\$32.97	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		851820151029000	05/21/15	police activity coloring books	05/21/15	\$39.50	\$39.50	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		851820151029000	05/21/15	shipping	05/21/15	\$20.95	\$20.95	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		854509350997018	05/21/15	plaque for j castle retirement	05/21/15	\$190.51	\$190.51	10-05-5240	Expendable Operating S	\$1,500.00	\$1,197.73
		254836751120014	05/21/15	fuel for prisoner transport from beaumont	05/21/15	\$18.00	\$18.00	10-05-5542	Jail Expense	\$4,500.00	\$3,645.89
		554213551131581	05/21/15	meal for 607/609 during transport	05/21/15	\$29.36	\$29.36	10-05-5542	Jail Expense	\$4,500.00	\$3,645.89
		054368451255001	05/21/15	bleach and fabuloso	05/21/15	\$11.69	\$11.69	10-08-5215	Custodial Supplies	\$1,500.00	\$706.53
		054368451066000	05/21/15	telescoping lift rental for city park track lights	05/21/15	\$377.73	\$377.73	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
		054368451116000	05/21/15	credit	05/21/15	(\$377.73)	(\$377.73)	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
		554328651000003	05/21/15	photo cells	05/21/15	\$28.44	\$28.44	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
		554328651000003	05/21/15	park light fixture	05/21/15	\$224.94	\$224.94	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
		554996751082060	05/21/15	65w fluorescent security light	05/21/15	\$113.97	\$113.97	10-08-5310	Building & Grounds M&R	\$40,000.00	\$16,788.10
		854281451209800	05/21/15	drive belts for jd 777	05/21/15	\$128.64	\$128.64	10-08-5365	Other Equipment M&R	\$3,000.00	\$2,506.25

Council Approval Report for FIRST NATIONAL BANK--100103073

(Council Approval Report)

Vendor		Invoice Number		Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
155		QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600						\$3,669.40				
3911500	05/21/15	3	drawer file cabinet	05/21/15			\$579.99	\$579.99	10-01-5210	Office Supplies	\$25,000.00	\$6,678.91
3893106	05/21/15	waste liners	05/21/15				\$174.90	\$174.90	10-01-5240	Expendable Operating S	\$16,000.00	\$6,657.30
4066979	05/21/15	clipboards	05/21/15				\$8.05	\$8.05	10-08-5851	Parks & Recreation	\$12,500.00	\$6,918.67
4066979	05/21/15	ticket roll	05/21/15				\$8.41	\$8.41	10-08-5851	Parks & Recreation	\$12,500.00	\$6,918.67
172		SCHROM, KAREN, , , ,						\$771.35				
may15	05/21/15	overnight shipping for 380 agreement	05/21/15				\$44.33	\$44.33	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12
182		TG, PO BOX 659601, SAN ANTONIO, TX, 78265-9601						\$44.33				
may15	05/21/15	student loan	05/21/15				\$239.33	\$239.33	10-29-2142	Student Loan	\$0.00	\$0.00
183		T.J.'S LUBE STOP, 125 DIXIE DRIVE, SUITE A, CLUTE, TX, 77531						\$239.33				
150968	05/21/15	oil change unit#746	05/21/15				\$71.98	\$71.98	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$20,568.98
151015	05/21/15	oil change unit#745	05/21/15				\$59.98	\$59.98	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$20,568.98
151071	05/21/15	oil change unit#751	05/21/15				\$59.98	\$59.98	10-05-5230	Gas, Oil, & Lubricants	\$30,208.00	\$20,568.98
389		DIAMOND CLEANING EQUIPMENT CO., INC., P.O. BOX 1512, EL CAMPO, TX, 77437-1512						\$191.94				
7980	05/21/15	service on power washer	05/21/15				\$522.00	\$522.00	10-02-5365	Other Equipment M&R	\$4,000.00	\$1,119.70
427		CHAMPION ENERGY SERVICES, P.O. BOX 4190, HOUSTON, TX, 77210-4190						\$522.00				
b1505020074	05/21/15	electricity	05/21/15				\$12.17	\$12.17	10-01-5410	Electricity	\$12,000.00	\$8,117.83
b1505021217	05/21/15	electricity	05/21/15				\$17.39	\$17.39	10-01-5410	Electricity	\$12,000.00	\$8,117.83
b1505030089	05/21/15	electricity	05/21/15				\$738.34	\$738.34	10-01-5410	Electricity	\$12,000.00	\$8,117.83
b1505014669	05/21/15	electricity	05/21/15				\$17.56	\$17.56	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505020065	05/21/15	electricity	05/21/15				\$73.97	\$73.97	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505020067	05/21/15	electricity	05/21/15				\$41.22	\$41.22	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505020068	05/21/15	electricity	05/21/15				\$29.25	\$29.25	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505020071	05/21/15	electricity	05/21/15				\$10.60	\$10.60	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505020073	05/21/15	electricity	05/21/15				\$16.79	\$16.79	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505020824	05/21/15	electricity	05/21/15				\$26.81	\$26.81	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505051341	05/21/15	electricity	05/21/15				\$17.14	\$17.14	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505131338	05/21/15	electricity	05/21/15				\$56.34	\$56.34	10-02-5410	Electricity	\$35,000.00	\$14,630.71
b1505020070	05/21/15	electricity	05/21/15				\$175.48	\$175.48	10-07-5410	Electricity	\$35,000.00	\$14,630.71
b1505020069	05/21/15	electricity	05/21/15				\$137.31	\$137.31	10-08-5410	Electricity	\$2,300.00	\$1,117.40
								\$1,370.37			\$2,500.00	\$1,458.08

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		
440 1504158	05/21/15	BAY STAR PRINTING, P.O. BOX 1387, ANGLETON, TX, hurricane guide	05/21/15	\$680.00	\$680.00	10-01-5101	Administrative Expense	\$9,000.00	\$2,776.12		
				\$680.00							
449 25231 25236	05/21/15	CITY OF LAKE JACKSON, 25 OAK DRIVE, LAKE JACKSON, TX, 77566 storm debris disposal storm debris disposal	05/21/15 05/21/15	\$5,410.00 \$730.00	\$5,410.00 \$730.00	10-02-5245 10-02-5245	Dump Charges Dump Charges	\$2,700.00 \$2,700.00	\$1,409.50 \$1,409.50		
				\$6,140.00							
492 may15	05/21/15	TML INTERGOVERNMENTAL RISK POOL, P.O. BOX 388, SAN ANTONIO, TX, 78292-0388 deductible	05/21/15	\$2,000.00	\$2,000.00	10-29-1121	Due from Insurance Cont	\$0.00	\$0.00		
				\$2,000.00							
514 72148	05/21/15	P C CARE, 221 PARKING WAY, LAKE JACKSON, TX, 77566 backup services	05/21/15	\$99.95	\$99.95	10-01-5210	Office Supplies	\$25,000.00	\$6,678.91		
				\$99.95							
774 15482 15482 15498 15498		ZEIGLER'S SCREEN PRINTING, 137 EAST MULBERRY, ANGLETON, TX, 77515 dbl sided sign for car show stakes signs for car show stakes	05/21/15 05/21/15 05/21/15 05/21/15 05/21/15	\$84.00 \$6.00 \$42.00 \$3.00	\$84.00 \$6.00 \$42.00 \$3.00	10-08-5851 10-08-5851 10-08-5851 10-08-5851	Parks & Recreation Parks & Recreation Parks & Recreation Parks & Recreation	\$12,500.00 \$12,500.00 \$12,500.00 \$12,500.00	\$6,918.67 \$6,918.67 \$6,918.67 \$6,918.67		
				\$135.00							
884 278545827 278545827	05/21/15	U. S. BANCORP EQUIPMENT FINANCE, INC., P.O. BOX 790448, ST. LOUIS, MO, 63179-0448 copier acct# 1181808	05/21/15 05/21/15	\$302.98 \$64.66	\$302.98 \$64.66	10-01-5935 10-05-5210	Equipment - Time Payme Office Supplies	\$5,000.00 \$5,000.00	\$1,515.45 (\$5,009.03)		
				\$367.64							
889 ar192827	05/21/15	BCOS OFFICE TECHNOLOGIES, ATTN: ACCOUNTS RECEIVABLES, 1111 COUNTY ROAD 44, ANGLETON, TX, 77515 copier	05/21/15	\$22.05	\$22.05	10-05-5210	Office Supplies	\$5,000.00	(\$5,009.03)		
				\$22.05							
1157 35320174 35320174	05/21/15	COMCAST, P.O. BOX 37601, PHILADELPHIA, PA, 19101-0601 telephone acct# 904897982	05/21/15 05/21/15	\$82.91 \$207.11	\$82.91 \$207.11	10-01-5420 10-05-5420	Telephone Telephone	\$2,500.00 \$6,000.00	\$1,535.69 \$2,975.92		
				\$290.02							
1220 in302651 in302651 in302651		DAHILL, P.O. BOX 314, SAN ANTONIO, TX, 78292-0314 printer printer printer	05/21/15 05/21/15 05/21/15	\$137.31 \$91.56 \$45.77	\$137.31 \$91.56 \$45.77	10-01-5210 10-05-5210 10-06-5210	Office Supplies Office Supplies Office Supplies	\$25,000.00 \$5,000.00 \$5,200.00	\$6,678.91 (\$5,009.03) \$2,050.18		
				\$274.64							
1295		SPRINT WASTE SERVICES, LP, P.O. BOX 940820, HOUSTON, TX, 77094-7820									

Council Approval Report for FIRST NATIONAL BANK--100103073

(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		166228	05/21/15	dumpster rental	05/21/15	\$90.00	\$90.00	10-02-5245	Dump Charges	\$2,700.00	\$1,409.50
1296				HENRY SCHEIN EMS, DEPT. CH 10241, PALATINE, IL, 60055-0241			\$90.00				
19213130			05/21/15	medical gloves (large)	05/21/15	\$44.75	\$44.75	10-05-5542	Jail Expense	\$4,500.00	\$3,645.89
19213130			05/21/15	medical gloves (medium)	05/21/15	\$35.80	\$35.80	10-05-5542	Jail Expense	\$4,500.00	\$3,645.89
19213130			05/21/15	medical gloves (xl)	05/21/15	\$44.75	\$44.75	10-05-5542	Jail Expense	\$4,500.00	\$3,645.89
1304				AMERICAN LAW ENFORCEMENT RADAR & TRAINING, P.O. BOX 1630, MOUNTAIN HOME, AR, 72654			\$125.30				
009810			05/21/15	radar certification for all units	05/21/15	\$240.00	\$240.00	10-05-5350	Radar M&R	\$0.00	\$0.00
1305				CRITERION PICTURES USA, 4353 PARK TERRACE DRIVE, WESTLAKE VILLAGE, CA, 91361			\$240.00				
403118			05/21/15	penguins of nadagascar	05/21/15	\$370.00	\$370.00	10-08-5851	Parks & Recreation	\$12,500.00	\$6,918.67
1306				BERGERON EMERGENCY SERVICES, INC., 19612 SW 69TH PLACE, FORT LAUDERDALE, FL, 33332			\$370.00				
9556			05/21/15	storm debris removal	05/21/15	\$9,256.52	\$9,256.52	10-02-5245	Dump Charges	\$2,700.00	\$1,409.50
1307				MCDANIEL, AMBER, , , , ,			\$9,256.52				
may15			05/21/15	refund	05/21/15	\$55.00	\$55.00	10-29-4118	Municipal Building Rental	\$0.00	(\$4,090.00)
1308				MCMANNERS, BELINDA, 332 HINKEN ST., CLUTE, TX, 77531			\$55.00				
may15			05/21/15	refund	05/21/15	\$55.00	\$55.00	10-29-4118	Municipal Building Rental	\$0.00	(\$4,090.00)
1309				JIMENEZ, BERTHA, 2301 BRAZOSPORT BLVD. N, OC1001, FREEPORT, TX, 77541			\$55.00				
may15			05/21/15	deposit refund	05/21/15	\$200.00	\$200.00	10-29-4121	Parks & Recreation	\$9,500.00	\$7,474.30
Total Bills To Pay:											
							\$200.00				
							\$31,777.81				

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		
36	BRAZORIA COUNTY GROUNDWATER CONSERVATION DISTRICT, 111 E. LOCUST, BLDG. A- 29, SUITE 140, ANGLETON, TX, 77515										
may15	05/21/15	groundwater fees	05/21/15	\$158.32	\$158.32	30-21-5660	Dues & Subscriptions	\$500.00	(\$887.52)		
72	DEPT. OF STATE HEALTH SERVICES, PO BOX 149347, 1100 WEST 49TH STREET, AUSTIN, TX, 78714-9347				\$158.32						
may15	05/21/15	water test	05/21/15	\$207.70	\$207.70	30-21-5390	Water Lines M&R	\$45,000.00	(\$1,969.38)		
117	KILLIUM PEST CONTROL, 209 PLANTATION DR, LAKE JACKSON, TX, 77566										
44599	05/21/15	pest control	05/21/15	\$99.00	\$99.00	30-21-5310	Building & Grounds M&R	\$2,000.00	\$1,802.00		
152	BUSINESS CARD, PO BOX 15796, WILMINGTON, DE, 19886-5710				\$99.00						
554256351146301	05/21/15	groundwater production class for r rasberry	05/21/15	\$380.00	\$380.00	30-21-5130	Training & Travel	\$4,000.00	\$3,619.32		
554256351146301	05/21/15	groundwater production class for b rasberry	05/21/15	\$375.00	\$375.00	30-21-5130	Training & Travel	\$4,000.00	\$3,619.32		
554328651130006	05/21/15	20" floor fan for chlorine room	05/21/15	\$44.98	\$44.98	30-21-5390	Water Lines M&R	\$45,000.00	(\$1,969.38)		
554464151130812	05/21/15	black pipe wrap tape	05/21/15	\$20.84	\$20.84	30-21-5392	Sewer Lines M&R	\$35,000.00	\$17,083.94		
160	RICHWOOD V.F.D., , , ,				\$820.82						
may15	05/21/15	contributions	05/21/15	\$1,744.50	\$1,744.50	30-30-2241	Fire Department Donatio	\$0.00	(\$1,744.50)		
161	RICHWOOD BEAUTIFICATION, , , ,				\$1,744.50						
may15	05/21/15	contributions	05/21/15	\$573.50	\$573.50	30-30-2242	Beautification Donations	\$0.00	(\$1,147.00)		
427	CHAMPION ENERGY SERVICES, P.O. BOX 4190, HOUSTON, TX, 77210-4190				\$573.50						
b1505013538	05/21/15	electricity	05/21/15	\$10.92	\$10.92	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505013539	05/21/15	electricity	05/21/15	\$11.51	\$11.51	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505020062	05/21/15	electricity	05/21/15	\$9.99	\$9.99	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505020063	05/21/15	electricity	05/21/15	\$315.83	\$315.83	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505020064	05/21/15	electricity	05/21/15	\$1,524.46	\$1,524.46	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505020066	05/21/15	electricity	05/21/15	\$157.28	\$157.28	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505020072	05/21/15	electricity	05/21/15	\$226.46	\$226.46	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505021025	05/21/15	electricity	05/21/15	\$404.94	\$404.94	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505021449	05/21/15	electricity	05/21/15	\$44.29	\$44.29	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505030092	05/21/15	electricity	05/21/15	\$366.45	\$366.45	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505040096	05/21/15	electricity	05/21/15	\$9.41	\$9.41	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505050051	05/21/15	electricity	05/21/15	\$570.04	\$570.04	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505050052	05/21/15	electricity	05/21/15	\$229.01	\$229.01	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
b1505050053	05/21/15	electricity	05/21/15	\$727.07	\$727.07	30-21-5410	Electricity	\$42,000.00	\$21,174.81		
									\$4,607.66		

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

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1157	COMCAST, P.O. BOX 37601, PHILADELPHIA, PA, 19101-0601	35320174-01	05/21/15	telephone	05/21/15	\$41.53	\$41.53	30-21-5420	Telephone	\$2,500.00	\$1,090.67
							\$41.53				
1220	DAHILL, P.O. BOX 314, SAN ANTONIO, TX, 78292-0314	in302651-01	05/21/15	printer	05/21/15	\$137.31	\$137.31	30-21-5210	Office Supplies	\$10,000.00	(\$711.61)
							\$137.31				
Total Bills To Pay:						\$8,390.34					

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									
226823	05/28/15	insurance	05/28/15	\$143.16	\$143.16	10-29-2136	Insurance Payable	\$0.00	\$1,389.33
					\$143.16				
22 AUL AMERICAN UNITED LIFE INS., GROUP UNIT 2, 5570 RELIABLE PARKWAY, CHICAGO, IL, 60686-0055									
1368059	05/28/15	insurance	05/28/15	\$40.00	\$40.00	10-01-5115	Hospitalization	\$30,000.00	\$9,935.44
1368059	05/28/15	insurance	05/28/15	\$20.00	\$20.00	10-02-5115	Hospitalization	\$22,000.00	\$11,438.49
1368059	05/28/15	insurance	05/28/15	\$90.00	\$90.00	10-05-5115	Hospitalization	\$65,000.00	\$31,156.70
1368059	05/28/15	insurance	05/28/15	\$20.00	\$20.00	10-06-5115	Hospitalization	\$17,500.00	\$7,548.56
1368059	05/28/15	insurance	05/28/15	\$10.00	\$10.00	10-09-5115	Hospitalization	\$7,800.00	\$2,835.12
					\$180.00				
122 LAWMAN'S UNIFORM & EQUIPMENT, 5814 MILWEE BLDG. A, HOUSTON, TX, 77092									
39388	05/28/15	uniforms for officer whearley along with sgt pins	05/28/15	\$1,010.40	\$1,010.40	10-05-5190	Uniforms	\$1,500.00	(\$6,400.07)
					\$1,010.40				
127 MALONE, DON, , , ,									
may15-1	05/28/15	inspections	05/28/15	\$500.00	\$500.00	10-02-5695	Special Services - Miscell	\$7,300.00	\$489.49
					\$500.00				
195 TML - IEBP, PO BOX 910404, DALLAS, TX, 75391-0404									
0000501254	05/28/15	insurance	05/28/15	\$2,468.07	\$2,468.07	10-01-5115	Hospitalization	\$30,000.00	\$9,935.44
0000501254	05/28/15	insurance	05/28/15	\$1,222.71	\$1,222.71	10-02-5115	Hospitalization	\$22,000.00	\$11,438.49
0000501254	05/28/15	insurance	05/28/15	\$6,172.04	\$6,172.04	10-05-5115	Hospitalization	\$65,000.00	\$31,156.70
0000501254	05/28/15	insurance	05/28/15	\$1,223.93	\$1,223.93	10-06-5115	Hospitalization	\$17,500.00	\$7,548.56
0000501254	05/28/15	insurance	05/28/15	\$610.61	\$610.61	10-09-5115	Hospitalization	\$7,800.00	\$2,835.12
0000501254	05/28/15	insurance	05/28/15	\$498.26	\$498.26	10-29-2136	Insurance Payable	\$0.00	\$1,389.33
					\$12,195.62				
201 COMCAST, PO BOX 660618, DALLAS, TX, 75266-0618									
may15-1	05/28/15	internet	05/28/15	\$57.02	\$57.02	10-01-5420	Telephone	\$2,500.00	\$1,535.69
may15-1	05/28/15	internet	05/28/15	\$56.99	\$56.99	10-04-5294	Expenditures - Court Tec	\$0.00	(\$1,739.61)
may15-1	05/28/15	internet	05/28/15	\$211.72	\$211.72	10-05-5695	Special Services - Miscell	\$0.00	(\$3,901.32)
					\$325.73				
260 EXTRA MILE PRINTING, 9478 CR 810, WEST COLUMBIA, TX, 77486									
3329	05/28/15	envelopes for police dept	05/28/15	\$116.49	\$116.49	10-05-5210	Office Supplies	\$5,000.00	(\$5,009.03)
					\$116.49				
315 THE POLICE AND SHERIFFS PRESS, PO BOX 1489, LYONS, GA, 30436									
69151	05/28/15	police id card for whearley	05/28/15	\$17.49	\$17.49	10-05-5190	Uniforms	\$1,500.00	(\$6,400.07)
					\$17.49				
418 POWER FIELD SERVICES, DIV, 1555 FM 517 W., DICKINSON, TX, 77539									
034887	05/28/15	service on bottom shop generator	05/28/15	\$675.81	\$675.81	10-02-5310	Building & Grounds M&R	\$1,000.00	\$159.22

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											
may15-1	05/28/15	telephone	05/28/15	\$72.84	\$72.84	30-21-5420	Telephone	\$2,500.00	\$1,090.67			
				\$72.84								
22	AUL AMERICAN UNITED LIFE INS., GROUP UNIT 2, 5570 RELIABLE PARKWAY, CHICAGO, IL, 60686-0055											
1368059-01	05/28/15	insurance	05/28/15	\$50.00	\$50.00	30-21-5115	Hospitalization	\$26,000.00	\$6,786.05			
				\$50.00								
62	CLUTE POSTMASTER, , CLUTE, TX, 77531											
may15	05/28/15	postage for utility bills	05/28/15	\$420.92	\$420.92	30-21-5210	Office Supplies	\$10,000.00	(\$711.61)			
				\$420.92								
146	PENNEY'S ELECTRIC, PO BOX 2888, FREEPORT, TX, 77541											
15706	05/28/15	install elivated hight level light on lift 10	05/28/15	\$335.84	\$335.84	30-21-5392	Sewer Lines M&R	\$35,000.00	\$17,083.94			
15828	05/28/15	emergency call out to provide generated power	05/28/15	\$555.00	\$555.00	30-21-5392	Sewer Lines M&R	\$35,000.00	\$17,083.94			
				\$890.84								
150	UTILITY SERVICE CO., INC., PO BOX 674233, DALLAS, TX, 75267-4233											
368246	05/28/15	water tower contract	05/28/15	\$479.17	\$479.17	30-21-5935	Equipment - Time Payme	\$20,000.00	\$4,344.64			
				\$479.17								
195	TML - IEBP, PO BOX 910404, DALLAS, TX, 75391-0404											
0000501254-01	05/28/15	insurance	05/28/15	\$4,959.94	\$4,959.94	30-21-5115	Hospitalization	\$26,000.00	\$6,786.05			
0000501254-01	05/28/15	insurance	05/28/15	\$30.52	\$30.52	30-30-2136	Insurance Payable	\$0.00	(\$440.11)			
				\$4,990.46								
289	GULF COAST S & S, 6322 HWY 332 EAST, FREEPORT, TX, 77541											
194426	05/28/15	5 gal bucket water plug cement	05/28/15	\$103.61	\$103.61	30-30-1240	Due from General Water/	\$0.00	(\$131,004.64)			
				\$103.61								
354	AQUA METRIC SALES, CO., 4050 FLAT ROCK DRIVE, RIVERSIDE, CA, 92505											
0056393-IN	05/28/15	1" ipearls	05/28/15	\$1,054.51	\$1,054.51	30-21-5390	Water Lines M&R	\$45,000.00	(\$1,969.38)			
				\$1,054.51								
1025	MID-AMERICAN RESEARCH CHEMICAL CORP., P.O. BOX 927, COLUMBUS, NE, 68602-0927											
0552394-IN	05/28/15	nuke lift station degreaser	05/28/15	\$647.78	\$647.78	30-21-5270	Chemicals	\$7,000.00	\$5,404.21			
				\$647.78								
				\$8,710.13								
Total Bills To Pay:												

BOARDS AND COMMISSIONS
INFORMATION STATEMENT AND APPLICATION

CITY OF RICHWOOD, TEXAS
979-265-2082

Your name has been suggested or you have requested an application for possible service on a City of Richwood board or commission.

Please specify on which Board/Commission you wish to serve.

- ☒ Beautification ☐ Planning and Zoning/Board of Adjustments ☐ Crime Control and Prevention
☐ Parks and Recreation

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: LITTON Scott
Last First MI

HOME ADDRESS: 32502 Amberjack Dr HOME TELEPHONE: _____

CELL TELEPHONE: 281 932 4764

PROFESSION: OPS MANAGER WORK TELEPHONE: _____

EMPLOYER: MORAN TRANSPORTATIONS

EMPLOYER'S ADDRESS: 122 West Way #402

LAKE JACKSON TX 77566

EMAIL ADDRESS: LITTONS@ATT.NET

PERSONAL REFERENCES:

NAME: James Brenek ADDRESS: _____

PHONE: 281 932 2026

NAME: Brian Kontz ADDRESS: _____

PHONE: 713 283 4496

If you have been a member of a Richwood board or commission before, please indicate the board and commission and approximate dates of service:

Crime Control + Prevention (current member)

What experience do you have that may qualify you for service on a particular board or commission (i.e., licenses, degrees and certificates) No licenses, degrees, certificates

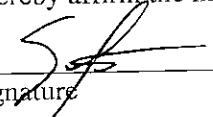
Please list any civic or community endeavors in which you have been involved:

Crime Control + Prevention
USA Swimming (Aqua Stars Board) Turn Judge

Please list all the reasons for applying and state any additional information you feel may be helpful to us in considering your application.

Active in Community, Assist other Volunteers

I hereby affirm the information provided herein is true and correct to the best of my knowledge.


Signature

6/2/15
Date

Return to:

Karen B. Schrom, City Secretary
kschrom@richwoodtx.gov
1800 Brazosport Blvd.
Richwood, TX 77531
Fax: 979-265-7345

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: May 6, 2015

Subject: Ordinance No. 400, Authorizing the Code Enforcement Officer, Animal Control Officer and Fire Marshal to Issue citations in Criminal Enforcement.

This ordinance is at the request of Chief Corb. This will give these three officials the authority to issue citations for Code violations in the City of Richwood.

ORDINANCE NO. 400

AN ORDINANCE OF THE CITY OF RICHWOOD, TEXAS AUTHORIZING THE CODE ENFORCMENT OFFICER, FIRE MARSHAL, AND THE ANIMAL CONTROL OFFICER TO ISSUE CITATIONS IN CRIMINAL ENFORCEMENT; DEFINING RIGHT OF ENTRY; CONTAINING FINDINGS AND OTHER PROVISIONS; PROVIDING FOR A PENALTY CLAUSE; A REPEALER CLAUSE; AND A SEVERABILITY CLAUSE.

WHEREAS, pursuant to Texas Local Government Code, Chapter 54, the City Council has the general authority to adopt and publish an Ordinance or police regulation that is good for the government, peace or order of the municipality and is necessary or proper for the carrying out a power granted by law to the municipality; and

WHEREAS, the City of Richwood wishes to protect the health, safety and quality of life by eliminating blight and unsafe or unsanitary conditions for the citizens of Richwood.

NOW, THEREFORE, BE IT ORDAINED by the city Council of the City of Richwood, Texas:

Section 1: Right of Entry

Any peace officer, code enforcement officer, or other regularly salaried, full-time city employees authorized to enforce this ordinance, may enter the public areas of any building or premises, not a private residence or dwelling, structure or completely enclosed structure on private property, at all reasonable times whenever necessary in the performance of his duties to inspect and investigate for violations of any law, or to enforce any law. The authority to inspect shall include but not be limited to the authority to examine vehicles or parts thereof, obtain information as to identity of vehicles and to remove or cause the removal of a vehicle or part thereof declared to be a nuisance. If such building or premises be occupied and involved in conducting business, he shall first present proper credentials and demand entry, unless otherwise permitted by law.

Section 2. Code enforcement citations in criminal enforcement

- A. *Construction, administration and relation to related laws.* The authority, responsibility and duties of peace offices to issue citations, pursuant to Article 14.06(b) of the Code of Criminal Procedure, and/or Section 543.003 of the Transportation Code, is not obviated or in any way eliminated by the provisions of this section.

A citation issued pursuant to this section does not relate to the issuance of a citation by a peace officer pursuant to Article 14.06(b) of the Code of Criminal Procedure, and/or Section 543.003 of the Transportation Code.

B. *Authority to issue citations.* Pursuant to this section, and the scope of their assigned duties, a citation may be issued by any of the following individuals

1. Code Enforcement Officer – Certified pursuant to the Texas Occupational Code and registered with the Texas Department of State Health Services.
2. Animal Control Officer – Certified to the Texas Department of State Health Services of the Texas Health and Safety Code, Chapter 829 and qualified pursuant to the requirements of the Texas Department of State Health Services.
3. Fire Marshal – Certified pursuant to the Commission on Fire Protection.

C. *Form and content of citation.* A citation issued under this section must be in a form approved by the Municipal Court Administrator that includes, but is not limited to, the following information:

1. The name, address, date of birth, or driver's license number and physical description, and telephone number of the person cited;
2. The offense for which the person is charge;
3. The date and location of the offense;
4. An appearance date;
 5. A statement requiring the person receiving the citation to appear at municipal court on or before the appearance date indicated on the citation;
 6. A statement of the person's promise to respond to the citation by the appearance date indicated on the citation, including a place for the person cited to provide the person's signature; and
7. The signature of the person issuing the citation.

Section 3. Pleading subsequent to the issuance of a citation.

- A. All pleas arising from the issuance of a citation issued under this section shall be made pursuant to Article 27.14 of the Code of Criminal Procedure, as amended.
- B. Refusal of the person cited to sign a citation issued under this section shall in no way effect the validity of the issued citation.

Section 4. Related Offenses and Penalty

- A. Ordinance violation of promise to appear. A person issued a citation, as authorized by this section commits an offense if the person fails to appear or fails to enter a plea pursuant to Section 3 on or before the appearance date indicated on the citation.
- B. Providing false or fictitious name. A person commits an offense if the person gives a false or fictitious name, address, or other information to an individual authorized to issue a citation under this section.

Section 5. Penalty

Any person who shall intentionally, knowingly or recklessly violate any provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, may be fined as provided for in Section 1-6 of the Code of Ordinances of the City of Richwood. Each day of violation shall constitute a separate offense.

Section 6. Repeal of Conflicting Ordinances

In the event this section or any portion of this Ordinance is in conflict with any ordinance that has been previously passed as of the time of passage hereof, then that portion in conflict herewith is hereby repealed, such repealing not constituting a repeal of any portion thereof which is not in direct contact with the provisions herein.

Section 7. Severability Clause

Should any section, subsection, sentence or provisions hereof be declared unconstitutional or void by a court of competent jurisdiction, such decision shall not affect the validity of the remaining parts or parts hereof except so far as such parts so declared unconstitutional or void may be inseparable from and indispensable to the operation of the remaining part or parts.

PASSED AND ADOPTED THIS 11th day of May, 2015.

Clint Kocurek, Mayor

ATTEST:

Karen B. Schrom, City Secretary

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: June 2, 2015

Subject: Selection of Mayor Pro Tem

Section 3.05 of our Charter requires we select a Mayor Pro Tem at our first meeting after each annual City Election or as soon as thereafter practicable.

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: June 2, 2015

Subject: Requests for Proposals for Solid Waste Disposal Services

We are requesting authorization to seek proposals for Solid Waste Disposal Services. Our current contract expires August 31st.

City of Richwood
Municipal Solid Waste Collection and Disposal
Request for Proposals

The City of Richwood is issuing this Request for Proposals for Municipal Solid Waste Collection and Disposal services for a contract period of September 1, 2015 through August 31, 2018 with two additional one year options.

Proposals must be received no later than 5:00 p.m. June 17, 2015 and will be opened June 22, 2015 at 10:00 a.m. The proposals will be submitted to City Council for their review. The City reserves the right to reject any and all proposals and to award a contracted based upon the best value for the City. Proposals shall be sealed, clearly marked and delivered to:

City of Richwood
City Secretary's Office
1800 Brazosport Blvd. N
Richwood, Texas 77531

SECTION 1
INSTRUCTIONS TO CONTRACTORS

1. Scope of Work

The contractor shall provide, in good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provision. The City currently has 1,142 residential and hand commercial accounts billed and collected by the City.

A. Residential and hand commercial collection - Base Proposal

One 96 gallon (or comparable size) polycart and one recycling container for curbside pickup. Please provide the cost, if any, for additional carts.

1. Trash collection is on a week, on Wednesday or alternate day approved by the City.
2. Recycle collection is once a week, on Tuesday or alternate day approved by the City. Curbside recyclable materials shall include the following:
 - Newsprint
 - Magazines
 - Steel/Tin/Aluminum cans
 - HDPE & PET Plastic Bottles

- Cardboard
- Glass - Clear, Brown and Green
- Materials may be added or deleted by mutual consent of the City and Contractor.

B. Bulky Waste/Brush/White Goods collection

1. Brush collection pickup once a month on second week or alternate week approved by the City.
2. Bulky Waste/White Goods collection once a month on third week or alternate week approved by the City.

C. Additional services provided for but not charged:

1. Three roll-off construction dumpsters twice each year for 4 days at locations designated by the City for residents to dispose of large items only and not brush (typically April and October)
2. Three 96 gallon (or comparable size) polycart and one recycling container with weekly pickup for City Hall, 1800 Brazosport Blvd. N.
- 3.
4. Responsive and quality customer telephone and service representatives available on Solid Waste and Recycle pickup days and during regular business hours.

D. Alternate Proposal Items

1. Two pickups per week for residential and hand commercial collection.
2. Two pickups per week for recycle collection
3. Bi-monthly bulky waste/brush/white goods collection
4. Bulky waste/brush/white goods collection on call by residential and hand commercial customers.

The contractor is welcome to propose services and prices in the alternatives that reasonably match the alternative proposal descriptions and which are calculated by the contractor to be efficient and economical for both the City and the contractor.

E. Payment to the Contractor

City shall be the customers, and shall pay Contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month following the month service was rendered.

F. Billing

The City is responsible for the billing and collecting of solid waste collection and disposal fees for residential and hand commercial customers.

2. Insurance

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$2,000,000.00 aggregate
Automobile Bodily Injury Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

**SECTION II
GENERAL SPECIFICATIONS**

1. Definitions

Bags: Plastic sacks, designed to store 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 thirty-five (35) pounds. [All bags must be placed inside the polycart provided.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Brush: Plants or grass clippings, leaves or tree trimmings.

Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed five (5) cubic yards.

City: The City of Richwood, Texas.

Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.

Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter/ that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

Landfill: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

Premises: All public and private establishments, including individual residences, all multi-

family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Polycart: A rubber-wheeled receptacle with an approximate maximum capacity of 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect unit, with ownership retained by Contractor.

Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.

Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes,

refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Unacceptable Waste: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

Unusual accumulated: (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

White Goods: Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles, scrap metal, copper, and other similar domestic and commercial large appliances.

2. Types of Collection

Residential and Hand Commercial Collection: At the premises of residential and hand Commercial accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly.

Commercial and Industrial Accounts: Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Contractor will be responsible for the billing and collection of fees for commercial and industrial accounts.

Brush/Bulky Waste/White Goods Collection: In addition, the Contractor shall provide a special collection service for brush/bulky wastes/white goods and/or bundles to all residential and hand commercial customers, unless otherwise specified. Contractor agrees to collect

such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, Bundles and White Goods.

Unusual Accumulations Collections: The Contractor may charge for the collection of unusual accumulations as provided in the contract.

3. Collection Operation

Hours of Operation: collection of solid waste shall begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 6:00 o'clock p.m. No collection shall be made on Sunday.

Holidays: The following shall be holidays for the purpose of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension or collection service on the holiday but Contractor must meet his obligations as required.

Disposal: The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the TCEQ and/or the U.S. Environmental Protection Agency.

Spillage: The Contractor shall not be responsible for scattered Refuse unless same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

4. License and Taxes

The Contractor shall obtain all license and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City and the State.

5. Indemnity

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

6. Reporting Requirements

Contractor shall provide the City with quarterly reports within two (2) weeks of the end of the reporting period. Reports shall include tonnage of materials collected, including trash and recyclables.

SECTION III
CONTRACTOR'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND
RECYCLABLE MATERIALS COLLECTION & PROCESSING

The proposal amount is for a Base Proposal only with Alternates. Please provide the following prices without taxes and without franchise fees in a sealed envelope marked "Solid Waste RFP" to the City of Richwood, 1800 Brazosport Blvd. N., Richwood, TX 77531 by 5:00 p.m., June 24, 2010. Questions may be directed to Glenn Patton, City Manager, 979-265-2082.

BASE PROPOSAL (Residential and Hand Commercial):

A. Fully Automated Solid Waste Collection \$ _____
Once a week collection, One (1) 96 gallon polycart

B. Recyclable Materials Collection and Processing \$ _____
Once a week collection, One (1) 18 gallon container

C. Bulky Waste/Brush/White Goods Collection \$ _____
Once a month collection

TOTAL RESIDENTIAL RATE FOR BASE PROPOSAL \$ _____

Cost for additional 96 gallon polycart per each

Cost for additional 18 gallon recyclable container \$ _____

Alternate 1 Fully Automated Solid Waste Collection \$ _____
Twice a week collection One (1) 96 gallon poly cart

Alternate 2 Recyclable Materials Collection and Processing \$ _____
Twice a week collection, One (1) 18 gallon container

Alternate 3 Bulky Waste/Brush/White Goods Collection \$ _____
Bi-monthly collection

Alternate 4 Bulky Waste/Brush/White Goods Collection \$ _____
On call by residential and hand commercial customers

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF RICHWOOD,
TEXAS FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE
MATERIALS COLLECTION AND PROCESSING BY:

FIRM NAME

ADDRESS

CITY

ZIP:

TELEPHONE NUMBER

E-MAIL

AUTHORIZED SIGNATURE:

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

MEMORANDUM

To: Members of the Richwood City Council

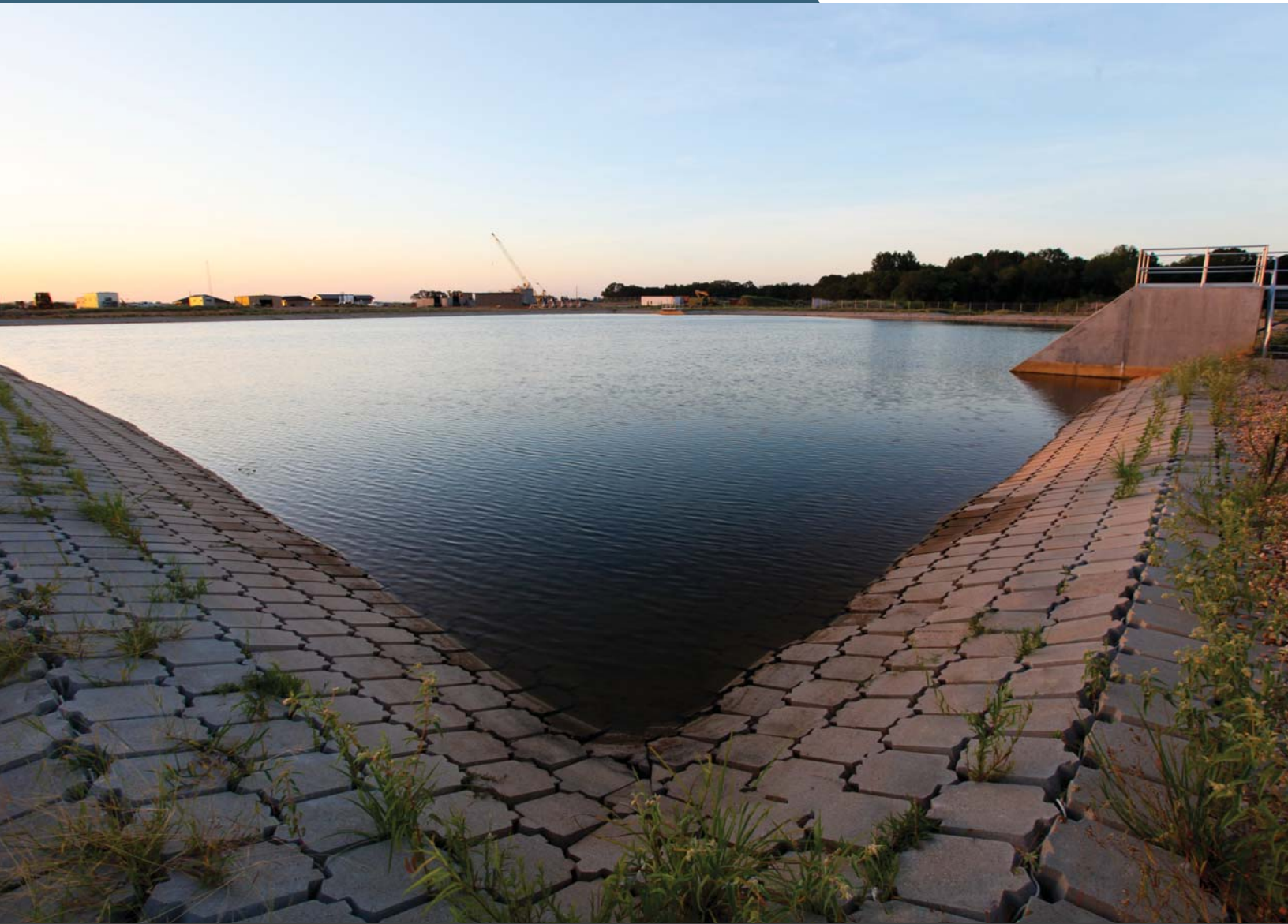
From: Clint Kocurek, Mayor

Date: June 2, 2015

Subject: Award Contract for Engineering Services on an as needed basis

We received two proposals for Engineering Services per our request. They are from KSA Engineering Services and John D. Mercer & Associates.

Both firms have experience within the City of Richwood and are qualified. Mr. Mercer has done a wonderful job in the past. However, the City is rapidly growing and I think we need to find a firm that can help us continue to move forward with newer and more innovative plans. It is my recommendation that we select KSA Engineering Services as our Engineer on an as needed basis.



Statement of Qualifications Presented to the City of Richwood
for Engineering Services

May 29, 2015

Honorable Clint Kocurek
Mayor
City of Richwood
1800 North Brazosport Blvd.
Richwood, Texas 77531

Re: Request for Proposals for Engineering Services

Dear Mayor Kocurek:

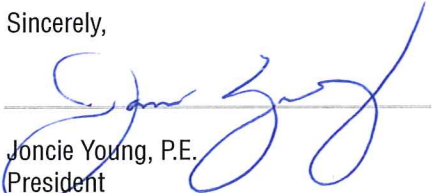
The City of Richwood requires an engineering consultant who will respond immediately to the needs of the city and deliver engineering excellence without delay. KSA provides the resources, experience, and expertise required to meet the city's needs by combining regional engineering excellence, experienced centrally located staff, and diverse professional expertise. We focus on regionally based clients instead of spreading resources across the country. Our client base is large enough to provide us project experience with work just like the City of Richwood's without stretching KSA to the point that each client becomes just a line item in the profit and loss statement. Your work is important to us.

KSA vows to form solid relationships with city staff and lead the team as an extension of the city's staff. We will provide attention to detail and give a prompt response to every inquiry but most importantly we will be stewards of the city's funds. We will design cost conscious projects that the City of Richwood can afford to build. Our project team, as well as our 170 employees in nine offices, stands ready to assist the City of Richwood.

Choosing the best consultant for engineering services is essential. KSA features longevity in staff, depth and breadth of engineering talent, and a history of successful project completion for clients similar to the City of Richwood. Our experience with small and medium sized clients will provide you with advice you can use, engineering expertise you can implement, and real world solutions.

Please contact me or your project manager, Philip Huseman, P.E. at phuseman@ksaeng.com or 281.494.3252 with any questions you may have concerning our qualifications.

Sincerely,



Joncie Young, P.E.
President



BUILDING RELATIONSHIPS

SINCE 1978.

Founded in **1978**

170 Employees in **9** Locations

KSA Locations

Amarillo, Texas
Austin, Texas
Longview, Texas
Lufkin, Texas
McKinney, Texas
San Angelo, Texas
Shreveport, Louisiana
Sugar Land, Texas
Tyler, Texas

Primary Contact

Philip Huseman, P.E.
816 Park Two Drive
Sugar Land, Texas 77478
281.494.3252

Local Office

816 Park two Drive
Sugar Land, Texas 77478
281.494.3252
www.ksaeng.com

Who is KSA?

KSA, is an industry leader with a proven track record in the fields of civil engineering and architectural design.

Founded in 1978, KSA provides a broad range of consulting, management, engineering, architecture, planning, surveying, and construction services to our clients across the south-central United States.

KSA is dedicated to making life better in communities. That's why we work every day to improve the quality of life for our communities by making city halls, courthouses, fire stations, police stations, libraries, community buildings, roads, bridges, water, air, and airports safer. From conception to final completion, our knowledgeable teams oversee all aspects of each project on which we work. This attention to detail has resulted in consistent client satisfaction and an excellent reputation throughout the region. It has also led to a high percentage of repeat clients. In fact, we have been serving many of the same clients throughout our 36-year history.

Recent Awards and Honors

KSA continually provides unsurpassed quality and service that has led to our consistent growth. We have been awarded the "Hot Firm" designation in Zweig White's Hot Firm List in 2009, 2010, and 2011. The Hot Firm List recognizes the fastest growing engineering and architecture firms throughout the United States and Canada. In addition, KSA was recently named to the 2015 ENR 500 list as one of the 500 largest design firms in America. This is the fifth consecutive year KSA received this honor. KSA also was honored as one of the "2014 and 2015 Best Companies to Work for in Texas." The awards program is a project of Texas Monthly, the Texas Association of Business (TAB), Texas SHRM, and Best Companies Group.

Engineering

Drainage

Experience with major drainage projects, coupled with the latest computer technology, enables KSA to design and implement innovative drainage solutions. We have in-depth knowledge of Federal Emergency Management Association (FEMA) procedures for letters of conditional map revision (LOMR) and conditional letter of map revision (CLOMR) coordination. Our use of hydrology and hydraulics (H&H) modeling programs allows us to confirm impact of drainage modifications to sensitive sites and design sustainable drainage solutions. Our low impact development (LID) designs apply creative solutions to complex drainage issues that result in environmentally prudent and cost-effective results.

Mechanical, Electrical, and Plumbing

KSA's mechanical and electrical engineers are focused on providing detailed designs for water and wastewater treatment, water distribution, sewage lift stations, and aviation facilities. In addition, our team has extensive experience with supervisory control and data acquisition (SCADA) systems implemented through alternative delivery methods.

Municipal Civil

KSA combines engineering design and planning services with creativity to provide long-term, high-quality, functional park projects, such as playgrounds, soccer fields, and baseball complexes. We support the built environment through architectural design of municipal buildings, such as libraries, administration buildings, and community centers, with detailed site development plans that include grading, site-specific drainage, and infrastructure.

Streets and Roads

KSA has extensive experience in street improvement and repair projects and works with municipalities and state agencies for street assessments, safe streets programs, capital improvement plans, street reconstruction and extension design, and other street-related services. We are fully engaged with the Texas Capital Fund Main Streets and Downtown Revitalization programs, under which many of our current clients have both redeveloped aging infrastructure and invigorated small town life across the state.

Water and Wastewater

KSA serves both public and private sector clients in the areas of water and wastewater treatment, water transmission and distribution, and wastewater collection systems. We specialize in the modification of existing water and wastewater treatment plants to meet evolving national, state, and local treatment standards. Our scope of services includes all facets of treatability studies, design, and construction contract administration and operational training.

Surveying

Surveying and Mapping

KSA utilizes the latest technological advances to provide accuracy in survey measurement and to ensure that the design is compatible with the environmental and topographical conditions of the communities we serve. Our surveying and mapping teams work with diverse clients, including aviation, municipal, and other state and local agencies, and oil and gas developers.

GIS

KSA's geospatial information system (GIS) specialists regularly work with geodatabases for environmental and infrastructure data management, applying technology to municipal systems and oil and gas development. Areas of competence include master planning, spatial analysis, OIS 3D analysis, least cost pipeline corridor analysis; flood modeling and flood plain analysis; and pipeline corridor planning, analysis, and study.



<i>Environmental Planning</i>	Environmental KSA's environmental planning staff lead client-centric environmental assessments. Our environmental focus centers on the execution of your project while ensuring regulatory compliance. Our staff lead teams that perform, analyze, and report on the impacts of wetlands, natural and cultural resources, and hazardous materials on each client's project, evaluating, designing, and implementing mitigation plans that are compliant and cost-effective.
	Architecture KSA Alliance, a subsidiary of KSA Engineers, provides architectural design services to local, state, and federal agencies and a variety of institutions, including K-12 and higher education, airports, and recreational facilities and event venues. Focused on both renovation and new construction, our architects and engineers deliver high-quality, cost-effective design that incorporates future development scenarios, best practices, and green design principles.
<i>Aviation</i>	Multi-Discipline Services KSA specializes in the planning and design of airport facilities using our in-depth knowledge of state and federal grant procedures to ensure that the project meets operational performance and physical requirements while maximizing use of TxDOT or Federal Aviation Administration (FAA) funding.
<i>Alternative Project Delivery</i>	KSA provides turn-key project delivery through multiple delivery methods. From concept through completion with a single contract, we leverage strategic partnerships with qualified contractors and our subsidiary BLOC Design-Build, LLC., to deliver projects in the most cost-effective manner.
<i>SCADA Systems</i>	Our subsidiary, BLOC Design-Build, LLC., also provides design, installation, troubleshooting, and training for supervisory control and data acquisition (SCADA). In its UL508A-certified panel shop, BLOC designs controls, develops software and program logic controllers (PLCs), and builds systems to customer specifications.



In 2015, KSA was hired by the City of Richwood to evaluate one of its primary lift stations. The scope of the study and report was to determine the feasibility of rehabilitating the existing lift station or to construct a new lift station. KSA coordinated with City staff to obtain existing conditions of the lift station, collect data on the wet well size, pump capacity, and determine where known development growth in the area would occur. KSA evaluated existing conditions, checked for compliance with Texas Commission on Environmental Quality regulations, and determined future conditions such as projected growth and its impact on flow. Cost estimates were developed to assist in making recommendations. Finally, KSA presented the report's findings to City of Richwood City Council at one of its regularly scheduled meetings.

In addition to the above project, KSA worked with the City of Richwood when KSA designed the Old Angleton Road Sanitary Sewer Rehabilitation. This sewer conveys sanitary sewer flow from Richwood to the Richwood Clute Wastewater Treatment Plant. KSA involved Richwood during the design process and also in the construction phase to ensure the project was completed on time without sanitary sewer service disruption to the City of Richwood.



Philip Huseman, P.E.

Project Manager

Philip has over 18 years of experience in delivering superior technical and managerial project guidance to municipal clients. He has extensive experience with sidewalk, downtown, and community improvement projects, including the associated infrastructure planning; water distribution and wastewater collection systems; and pavement reconstruction and construction. He currently serves as the Sugar Land division manager and will be the primary point of contact as your city engineer. As an owner and manager of KSA, Philip has full authority to commit the resources of the firm to ensure prompt completion of your projects.

Project Experience

CIP Projects, Morgan's Point, TX

The City of Morgan's Point currently uses KSA as its city engineer. We have completed the design and construction administration of a new elevated tower, new ground storage tank, and the installation of a SCADA (Supervisory, Control, and Data Acquisition) system to monitor distribution system pressures and pump operations. In addition KSA has designed emergency generators and automatic transfer switches at both the City's wastewater treatment plant, and water pump station. In addition, Philip has designed a water line project to replace dilapidated asbestos cement pipe throughout their distribution system. Philip also designed improvements to the City's wastewater collection system to replace all of the City's existing concrete sanitary sewer lines. KSA is also under contract to design improvements to all of the City's roads which range from areas of complete reconstruction to some streets requiring an asphalt overlay.

USDA Water Well Improvement Project, Hempstead, TX

The City of Hempstead hired KSA for a project to construct two new deep water wells. Like the CDBG projects, certain criteria must be adhered to throughout the design process in order for the project to be approved and federal money used to finance the entire project. These included KSA preparing and publishing public notices and completing an environmental assessment in accordance with USDA requirements.

2012 TxCDBG Water System Improvements, Clute, TX

Replace 1,744 feet of existing 6-inch AC waterline with 6-inch PVC C-900 waterline along Second Street from Riley Road to East River. Replace 1,374 feet of existing 3-inch AC waterline with 6-inch PVC C-900 waterline on Third Street from Riley Road to East River. This project will incorporate new service line and fire hydrants with the water line.

Education

Bachelor of Science in Civil Engineering
Texas A&M University, 1997

Professional Licenses and Certifications

Professional Engineer, TX, #95720, 2005

Professional Affiliations

American Society of Civil Engineers
American Water Works Association
National Society of Professional Engineers



Nathan Mikell, EIT

Project Engineer

Nathan joined KSA in 2014 as a Design Engineer. He has been an Undergraduate and Graduate Research Assistant at The University of Mississippi for three years conducting tests on soils to determine various soil parameters and compile and analyze data. He has also been a Teacher Assistant for three years organizing and teaching Surveying, Soils lab, and Structures Lab. Nathan was the Team Leader for the 2012 ASCE and supervised design and building of a concrete canoe and steel bridge.

Project Experience

Airport Pavement Reconstruction and Rehabilitation, Cleveland Municipal Airport, Texas

Nathan is assisting in the rehabilitation and marking of runway 16-34; rehabilitation of hangar access taxiway and main apron; rehabilitation and marking of parallel and cross taxiways; and drainage improvements for the hangar area at the Cleveland Municipal Airport.

Runway Extension and Medium-Intensity Approach Lighting System (MALSR), Weslaco Mid Valley Airport, Texas

Nathan is responsible for the construction administration phase for the Weslaco Airport. The project includes rehabilitating the existing pavement, extending the parallel taxiway with an asphalt pavement, drainage improvements, and new fence. He reviews contractor submittals, coordinates with the resident project representative all work events, and reviews material testing for quality assurance. He also processes pay requests and will be responsible for project closeout.

13-Unit T-Hangar & Associated Taxiway Pavement, McCampbell-Porter Airport, Texas

Nathan is responsible for the construction administration phase of this project which includes the construction of 13 unit T-Hangar at the McCampbell Porter Airport. He reviews contractor submittals, assists in answering requests for information, processing contractor pay request, and responsible for contract closeout.

Education

Master of Science in Civil Engineering, University of Mississippi, 2014; Bachelor of Science in Civil Engineering, University of Mississippi 2012

Professional Affiliations

American Society of Civil Engineers
Engineers Without Borders
Institute of Transportation Engineers



Simon Karingithi, EIT

Project Engineer

KSA hired Simon as a Design Engineer for the Airport Services Division. Simon graduated from University of Texas in San Antonio where he gained his Bachelor of Science in Civil Engineering. He interned at Koltz Associates, Inc. until he graduated, and then was hired on full time. After graduation, he worked at Koltz Associates for four years while taking on projects such as: construction of commercial buildings, runway extension and airfield improvement, pavement rehabilitation and runway safety area improvement, airspace study, airfield pavement and electrical improvements, runway and south taxiway reconstruction, airfield lighting rehabilitation and vault replacement, taxiway rehabilitation and new west complex electrical vault, apron rehabilitation, and taxiway extension for a number of clients. Simon was awarded Innovator of the month with Koltz Associates, Inc.

While working at KSA he has designed airport improvements at Gulf Coast Regional Airport in Brazoria County, and hangar development at Sugar Land Regional. He is now working towards earning his Professional Engineer license.

Education

Bachelor of Science in Civil Engineering, University of Texas, 2006

Professional Affiliations

American Society of Civil Engineers

Project Experience

Gulf Coast Regional Airport, Brazoria County, Texas

Gulf Coast Regional Airport hired KSA to design a new terminal apron expansion, relocate portions of the existing taxiways, and new signs and lighting. Simon was responsible for the grading of the entire apron expansion to ensure proper drainage. In addition, he designed the pavement per FAA specifications for the aircraft that fly into the expanding airport.

Sugar Land Regional Airport, Fort Bend County, Texas

Sugar Land Regional Airport hired KSA to design two new hangars buildings. Simon was responsible for site development design, grading and drainage, and utility plans.



Construction Cost

\$2,246,000

Project Complete Date

Anticipated completion date: September 2015

Client Contact

Honorable Michael Wolfe, Mayor
1125 Austin Street
Hempstead, Texas 77445
P: 979.826.2486

Water Supply Arsenic Reduction - USDA Funded

Hempstead, Texas

When the City of Hempstead needed a low cost means of arsenic reduction, they turned to KSA. The City had been notified by TCEQ that arsenic levels exceed the regulated MCL for Entry Point 2 (EP2). EP2 is the high-service pump station on Blasingame Road, which is solely supplied by Well 4 set in the Evangeline formation. During the initial investigation the downtown wells serving EP1 showed an elevated arsenic level.

After evaluating the City's water supply system and available groundwater sources, KSA designed improvements to the City's ground water supply and distribution system to improve operations and reduce arsenic levels below the MCL. This was accomplished by developing wells in deeper fresh water formations with far lower arsenic levels. Water from the new wells is blended in the ground storage tanks with the high arsenic content water reducing the overall arsenic level below the MCL. Once the improvements are constructed total of 4.7 MGD of low-level arsenic water will be supplied to the City of Hempstead.

Other improvements recommended include new high service pumps and modifications to the motor control centers at both the Blasingame Road and Downtown pump stations. Bids for the recommended improvements were received in January 2014 totaling in excess of \$2 million; construction is scheduled for completion in September 2015.

**Construction Cost**

\$493,176

Project Complete Date

Anticipated Completion Date: July 2015

Client Contact

Shannon Hicks, P.E., City Engineer
855 Magnolia
Webster, Texas 77598
281.316.3700

Packer Court Reconstruction

Webster, Texas

KSA designed improvements to an existing residential city street in Webster Texas. The project included the reconstruction of approximately 620 linear feet of a cul-de-sac street which had failed due to age. Also included on the project was calculating the storm water runoff to evaluate the capacity of the existing storm sewer system.

KSA determined that the city could save money by installing smaller diameter storm drains than what was currently in place. The smaller sizes would still convey the storm water runoff per City of Webster drainage criteria while not negatively effecting existing residents. KSA prepared bid alternates for slip lining the existing storm sewer as well as traditional open cut methods so as the City could choose the best option. The project is currently under construction and scheduled to be complete in July of 2015.



At KSA, it is our service and experience that separates us from other firms. We are committed to providing remarkable service and quality on every project. Our exceptionally high percentage of repeat clients is evidence that our firm consistently meets and exceeds their needs.

KSA is very familiar with the needs of municipal clients similar in size to the City of Richwood. Our team of engineers and designers has a wealth of knowledge and experience with water, sewer, storm drainage, and associated roadway paving projects. In fact, KSA is aware of the infrastructure needs for the City of Richwood. Philip Huseman, P.E. recently completed a lift station analysis for one of the city's primary lift stations. The project was described above.

Drainage Master Plan, Edna, Texas

KSA was selected by the City of Edna to evaluate four specifically identified areas with known flooding issues across the City and recommend any practical drainage solutions to alleviate flooding. The project included data collection and documentation, analysis of existing drainage conditions and land contours, and a master drainage plan with proposed improvements. The drainage plan included proposed practical drainage solution alternatives for the Edna High School flooding area. KSA also prepared construction cost estimates for each alternative. The proposed construction includes a 680-foot diversion channel, a 10-foot wide concrete diversion structure, and two driveway culvert replacements.

1st Street 300,000 Gallon Elevated Storage Tank Rehabilitation, Hempstead, Texas

In April of 2013, KSA was hired to develop plans and specifications to rehabilitate the interior and exterior and repaint a 300,000 gallon elevated storage tank with an AWWA coating system. KSA recommended that the best option for the City was to blast to bare metal on both the exterior and interior and repaint to prolong the service life of the tank. KSA performed the design, bidding, and construction phases for this project.

Crescent Drive Elevated Storage Tank, Groves, Texas

In June of 2012, KSA was hired to develop plans and specifications to rehabilitate the interior and exterior and repaint a 500,000 gallon elevated storage tank with an AWWA coating system. The tank was sandblasted to bare metal on both the exterior and interior and repainted. KSA performed the design, bidding, inspection, and construction administration for this project.

2012 CDBG Water System Improvements, Clute, Texas

KSA performed surveying, design, bidding, and construction administration phases for this federally funded CDBG project. The project consisted of replacing 1,700 feet of existing 6-inch asbestos cement (AC) waterline with 6-inch PVC C-900 waterline along Second Street from Riley Road to East River. The team also replaced 1,380 feet of existing 3-inch AC waterline with 6-inch PVC C-900 waterline on Third Street from Riley Road to East River. This project also consisted of in new service lines, fire hydrants, and new valves.

2011-2012 TxCDBG Sewer System Improvements, Hempstead, Texas

The City of Hempstead selected KSA to design improvements to the City's sanitary sewer system. KSA performed surveying, design, bidding, and construction administration for this CDBG project. The improvements included the installation of approximately 1,045 feet of 6-inch and 1,790 feet of 10-inch sewer main, manholes, and sewer service reconnections. KSA also planned for the abandonment and removal of existing sewer lines. The project also included repairs to the affected pavement sections.

2012 TxCDBG Sewer Improvements, La Marque, Texas

KSA was hired to design improvements for a section of the City of La Marque's sewer system, which had deteriorated and allowed for the infiltration of ground water into the sewer system. This causes backup and overflow into the neighborhoods within the area. The sewer improvements will consist of: 8,180 L.F. of 6-inch and 8-inch televising and cleaning, 8,180 L.F. of 6-inch and 8-inch pipe bursting, nine manhole replacements, 85 vertical feet of manhole rehabilitation, and 95 service reconnections. This activity will help to reduce the infiltration of storm water into the sanitary sewer system, reduce the health risk to residents, reduce the need for a sewer treatment plant expansion, and to bring the City of La Marque into TCEQ and EPA compliance.

Sanitary Sewer Line Replacement, Morgan's Point, Texas

The City of Morgan's Point hired KSA to design improvements to its 50-year old sanitary sewer collection system. KSA prepared a capital improvement budget for this project and the city council voted to implement it. Construction will begin in 2014. KSA performed the surveying, design, and bidding and will provide construction phase administration for this project. The sanitary sewer improvements include the installation of approximately 14,500 L.F. of sanitary sewer mains of varying sizes (minimum 6 inches in diameter, manholes, sewer service reconnections, abandoning existing sewer lines, and pavement repair).

2013 Wastewater Treatment Plant Discharge Permit Renewal, Morgan's Point, Texas

As the City Engineer for Morgan's Point, KSA renewed Morgan's Point's existing TCEQ discharge permit for its wastewater treatment plant.

Freeman Street Reconstruction, Mineola, Texas

KSA performed the surveying and assisted in obtaining additional ROW, design, bidding, inspection, and construction administration phases for this project. The project included the reconstruction of two blocks of Freeman Street from Pacific Street to Short Street, a block of Newsome Street from Freeman Street to Giraud Street, and a block of Short Street from Freeman to Giraud Street. The project included the widening and reconstruction of the street, drainage improvements, and relocation of an existing sewer line.

County Road 4200 Reconstruction, Lindale, Texas

KSA performed the surveying, design, bidding, and construction administration phases for this project. The project included the reconstruction of a county road to increase its level of service capacity to a City collector street. The street was 2,500 feet long and consisted of a two-lane street with a turn lane complete with curb and gutter and storm sewers.

Packer Court Reconstruction, Webster, Texas

The City of Webster hired KSA for general engineering services. Under this agreement, KSA prepared plans and specifications to reconstruct the street and storm drainage. KSA is responsible for the surveying, design, bidding, and construction phase for this project.



At KSA we recognize that in a world crowded with consulting engineering firms, it is our service and experience that separates us from other firms. With that in mind, we are committed to providing exceptional service and quality on every project. We have an exceptionally high percentage of repeat clients. The following lists highlight some of our recent federally funded experience near your City within the last five years that is relevant to your upcoming projects.

Water Distribution

- City of Rockdale - 2011-2012 TxCDBG Water System Improvements
- City of Clute - 2012 TxCDBG Water System Improvements
- City of Morgan's Point - 3 Year CIP Water Distribution System Improvements
- City of Reno (Parker County) - Cardinal Road Waterline Extension
- City of Groveton - Economically Disadvantaged Area Program Water Supply and Distribution Improvements
- City of Groveton - Economically Distressed Area Program (EDAP) Design and Acquisition
- City of Clute - 2012 TxCDBG Water System Improvements
- City of Crockett - TxCDBG Peace Street Interceptor
- City of Diboll - TCDP Engineering Services
- City of Diboll - North Hendricks Street Improvements TxCDBG 2010
- City of Diboll - 2012 TCDP Hendrick Street Improvements
- City of Easton - TxCDBG Park Design (TCDP)
- City of Elkhart - Water System Improvements
- City of Goodlow - 2010-2011 TxCDBG Water System Improvements
- City of Groveton - 2009 TxCDBG Water System Improvements
- City of Hempstead - Engineering Services for TxCDBG Wastewater Collection System Improvements

Wastewater Collection

- City of Hempstead - 2011-2012 TxCDBG Sewer System Improvements
- City of Mount Pleasant - 2012 Annexation Sewer Improvements
- City of Normangee - 2012 TCDP Sewer Improvements
- City of La Marque - 2012 TXCDBG Sewer Improvements
- City of Rockdale - 2013-2014 TxCDBG Wastewater System Improvements
- City of Edna - 2014 CDBG for Sanitary Sewer Improvements
- City of Clute - 21-inch Outfall Repair
- City of Naples - Cornett Road Sewer Improvements & WWTP Security Fencing
- East Cedar Creek Fresh Water Supply District - Del Mar Low Pressure Sanitary Sewer System
- City of Groesbeck - Lift Station and Sewer Line Improvements (TxCDBG)
- City of Morgan's Point - Sanitary Sewer Line Replacement

Drainage

- City of Lufkin - 2013 CIP Street Improvements - North Brentwood
- City of Edna - 2014 Drainage and Street Study
- City of Huntington - 2014 Street Improvements
- Cleveland Municipal Airport - Airport Pavement Reconstruction and Rehabilitation
- City of Edna - Ditch Culvert Analysis
- Houston Southwest Airport - Drainage Improvements
- City of Edna - Drainage Master Plan
- City of Clute - Hargett Street Culvert Replacement
- Houston Executive Airport - On-Call Drainage Analysis
- City of Webster - Packer Court Reconstruction
- Houston Southwest Airport - Regional Detention Analysis
- City of Clute - Temple Ditch Drainage Study



The firm of KSA Engineers, Inc. hereby gives notice that no person in the United States shall on the grounds of race, color, religion, sex, or national origin be denied employment. Notice of this policy will be maintained in plain sight at all offices for the benefit of interested parties, and all subcontractors will be notified of this policy and required to comply. All Equal Employment Opportunity posters will be displayed as required.

Ms. Debbie Morrow is the Equal Employment Opportunity Officer. Her duties include coordinating company efforts, advising and assisting key personnel and staff, and officially serving as the focal point for complaints.

When engaged in the performance of duties under contract or subcontracts funded in whole or in part by federal funds, the firm will make efforts to contact and utilize minority-owned businesses in the project area whenever feasible. KSA will submit all reports required in a timely fashion and will require its subcontractors to do the same.

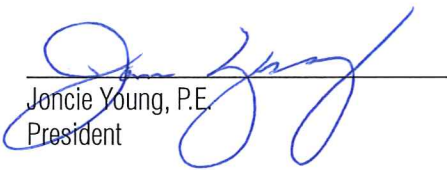
KSA will require each sub-contract bid and/or proposal for work on contracts and subcontracts in the amounts of \$10,000 or more to comply with Section 3 of the 1968 Housing and Urban Development Act for Equal Employment Opportunity.

KSA will utilize project area lower income residents (if qualified) whenever feasible and needed to complete work on the aforementioned category of contract or subcontracts of \$10,000 or more. Special emphasis in such cases will be made to recruit minorities and women. Outreach efforts will be developed in each case in coordination with the local EEO/Affirmative Action Coordinator of the client or as the client recommends.

All personnel actions of KSA shall be made on a nondiscriminatory basis without regard to race, color, religion, sex, or national origin.

As required or necessitated by specific contracts or subcontracts, there may be appended to this policy statement a determination of approximate manpower needs to complete the project, proposed recruitment sources if needed, and goals for recruitment of project area residents with emphasis on lower income persons, minorities, and women.

KSA Engineers, Inc.

A blue ink signature of Joncie Young, P.E., President, written over a horizontal line.
Joncie Young, P.E.
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McLaughlin Brunson Insurance Agency, LLP
12801 N. Central Expressway
Suite 1710
Dallas TX 75243

CONTACT NAME: Brian R Hadar
PHONE (A/C, No, Ext): (214) 503-1212 **FAX (A/C, No):** (214) 503-8899
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A: Alterra Excess & Surplus Ins C **33189**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED (903) 236-7700
KSA Engineers, Inc. and BLOC Design Build, LLC
140 E. Tyler St.
Suite 600
Longview TX 75601

COVERAGES

CERTIFICATE NUMBER: Cert ID 28534**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N ☐ N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	MAX7PL0001737	4/11/2015	4/11/2016	Per Claim \$ 1,000,000 Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER

CANCELLATION

Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian R. Hadar

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GANS & SMITH INSURANCE AGENCY INC P.O. Box 2869 Longview TX 75606		CONTACT NAME: Stacey Steelman, ACSR PHONE (A/C, No. Ext): (903) 757-4601 FAX (A/C, No): (903) 753-0782 E-MAIL ADDRESS: ssteelman@gans-smith.com															
INSURED KSA ENGINEERS INC 140 E TYLER ST STE 600 LONGVIEW TX 75601		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A National Fire Ins Co Of Hartford</td><td>20478C</td></tr><tr><td>INSURER B Valley Forge Ins Co (CNA)</td><td>20508C</td></tr><tr><td>INSURER C Continental Casualty Co (CNA)</td><td>20443C</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A National Fire Ins Co Of Hartford	20478C	INSURER B Valley Forge Ins Co (CNA)	20508C	INSURER C Continental Casualty Co (CNA)	20443C	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** CL1552602672**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		4015529054	5/29/2015	5/29/2016	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					Employee Benefits \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY		4015529135	5/29/2015	5/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$ 2,500
C	☒ UMBRELLA LIAB	☐ OCCUR	4015529099	5/29/2015	5/29/2016	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☒ RETENTIONS \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4015529149	5/29/2015	5/29/2016	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile, & workers compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER**CANCELLATION**

*** BID PROPOSAL'S ***
Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D McWhorter CIC/SMS

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Fee Proposal

KSA Engineers, Inc. is prohibited by the Texas Board of Professional Engineers and the Engineering Practices Act from disclosing or discussing fees with a municipality at this stage of a qualifications based selection process. If selected, we will submit a fee schedule or proposed fees and we pledge to offer the City reasonable fees that are well in line with industry standards for our profession.

JOHN D. MERCER & ASSOCIATES, INC.

John D. Mercer, P.E., President

Consulting Engineers

May 29, 2015

City of Richwood
1800 Brazosport Blvd.
Richwood, Texas 77531

Dear Councilmen:

John D. Mercer & Associates, Inc. is pleased to once again present our qualifications to the City of Richwood. For nearly twenty years, our Firm has been providing engineering related services to the City. During that span of time, over fifteen projects have been designed and constructed. In addition to projects of design and construction, there have also been numerous occasions when we have provided on call consulting services to the City. We consider the City to be one of our most valued clients.

The attached Statement of Qualifications is being presented in response to the City's Request for Proposals for Engineering Services with a submission deadline of Friday May 29, 2015.

PERTINENT QUALIFICATIONS

Municipal Construction Projects: In the past four (4) years, the Firm has been the principal engineering firm on over 100 separate municipal construction projects. Our current client list includes approximately 35 cities and water districts that are located in the Central Gulf Coast of Texas.

Federally Funded Construction Projects: Following Hurricane Ike, the Firm was selected as the Engineer for thirteen (13) separate communities that were impacted by the storm. The successful completion of over 30 separate construction projects has been realized by those communities. All of the Hurricane Ike projects were funded through the United States Department of Housing and Urban Development through the Texas General Land Office. Over the past several years, the Firm has also been the principal engineer on one to three projects per year that were funded through the federally funded Community Development Block Grant (CDBG) Program. We have recently completed projects funded by the Texas Water Development Board and are currently working on a project that is funded by the United States Department of Rural Affairs.

Projects Located in this General Region of the State: The Firm has seven public entities in Brazoria County on the current client list. For five (5) of those clients, there is a current construction project.

Statement of Experience: The professional engineers of the Firm have a combined experience of over 65 years in the design of projects for small municipal and water district clients. Our experience encompasses water utility projects, sewer utility projects, drainage projects and street projects. Several hundred separate municipal infrastructure projects have been designed by the professional engineers in the Firm in the past thirty-five years that the Firm has been in existence.

Projects in the Past Five Years: Within the past five years, the Firm has been the principal engineer for the following types of projects –

Water Utility Projects:

Water Wells
Ground Storage Tanks (New and Rehabilitation)
Elevated Storage Tanks (New and Rehabilitation)
Pressure Tanks

Booster Pumps
Disinfections Systems
Water Lines
SCADA Installations
Emergency Generators

Sewer Utility Projects:

Sewage Treatment Plants (New and Upgrades)
Lift Stations (New and Rehabilitation)
Collection Lines
Rehabilitation of Collection Lines (Pipe-bursting and Cured in Place)
Emergency Generators
SCADA Installations
Permitting

Streets and Drainage:

New Street Construction (Concrete and Asphalt)
Street Rehabilitation, Chip Seals, Asphalt Overlays
Drainage (Storm sewers, Culverts, Ditch Cleaning, Detention Ponds)

Attached herewith, you will find a more comprehensive Statement of Qualifications of the Firm. Within that Statement of Qualifications are listed five (5) municipal client references. Also attached is a copy of the firm's current Certificate of Insurance.

I look forward to the City's favorable consideration of our qualifications and to a continuation of our long relationship.

Sincerely,



John D. Mercer, P.E., President

JDM/lm

attachment



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integrity Insurance Solutions 2050 North Loop W. Suite 110 Houston TX 77018	CONTACT NAME: Jacquelyn Kingsbury
	PHONE (A/C No. Ext.): (713) 682-8600 FAX (A/C No.): (713) 682-8610
	E-MAIL ADDRESS: service@integrity-ins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Republic Underwriters Ins Co
	INSURER B: Southern Insurance Company
	INSURER C: Republic Underwriters Ins Co
	INSURER D: Certain Underwriters at Lloyd's
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 2088 **REVISION NUMBER:** 1841

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	GL5500521 06	12/1/2014	12/1/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	☒ Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY	Y	Y	BAF 5500522 06	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB	Y	Y	UMB5500524 06	12/1/2014	12/1/2015	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	WC 5500523 06	12/1/2014	12/1/2015	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			001856901	12/1/2014	12/1/2015	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The CGL and CAL Policies include automatic blanket Additional Insured and Waiver of Subrogation endorsements that provide additional insured status to the Certificate Holder. The CGL contains a special endorsement with Primary and Non-Contributory wording. Worker's Compensation Policy includes blanket endorsement for Waiver of Subrogation in favor of the Certificate Holder. Endorsements provide additional insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The Umbrella Policy is a FOLLOW FORM. Each of the above described policies are endorsed requiring to provide thirty (30) calendar days advance written notice of cancellation or non-renewal and not less than ten (10) calendar days advance written notice for nonpayment of premium.

CERTIFICATE HOLDER

City of Richwood

1800 N. Brazosport Blvd.
Richwood TX 77531**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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John D. Mercer & Associates, Inc.

Consulting Engineers

Statement of Qualifications



Main Office:
118 E. Main St.
Edna, Texas 77957
P: 361.782.7121
F: 361.782.6852

Branch Office:
PO Box 930
Galveston, Texas 77553
P: 409.741.8500
F: 409.741.8501

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General Firm Information

John D. Mercer and Associates, Inc. is a Consulting Engineering Firm started in 1980, with a primary office located at 118 East Main Street in Edna, Texas. The Firm was founded with the intent of providing professional design services to governmental agencies, and communities along the Central Gulf Coast and South Central portions of Texas. For over 35 years, the firm has been successfully completing projects through the use of sound professional judgment, applicable principles of engineering and use of current technology.

In October of 2006, the firm expanded with the opening of the Galveston office. John D. Mercer & Associates, Inc. is located at 7002A Harborside Drive and will provide services to our clients in Galveston County, as well as, assist in providing services to clients located in Brazoria and Matagorda Counties.

The registered professional engineers of John D. Mercer and Associates, Inc. in the Edna and Galveston offices are used interchangeably to insure that the client is properly represented at all times by competent, professional personnel.

The registered professional engineers of John D. Mercer and Associates, Inc., have a combined total of over 60 years of responsible charge experience in design and engineering.

John D. Mercer and Associates, Inc. carries insurance in the following amounts:

General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Excess Liability	\$1,000,000
Workers Compensation and Employer Liability	\$1,000,000
Professional Liability	\$2,000,000

Statement of Qualifications

As with any organization, the success of the firm depends on the performance of the personnel overseeing the work. John D. Mercer and Associates, Inc. has a group of dedicated professionals who, by their integrity and experience, provide the project management skills required for successfully completed projects. The firm has completed hundreds of projects for an extensive list of clients.

Resumes

John D. Mercer, P.E., R.P.L.S., President

Galveston Office

The Firm works and performs its duties under the guidance of its Founder and President, Mr. John D. Mercer, P.E.

Experience: Mr. Mercer has over thirty-six (37) years of civil and environmental engineering experience. He is responsible for approximately 14 employees in two separate offices. His career includes both design and construction of municipal water and wastewater facilities. This combination of experience provides for an approach to design that is not easily found in other consulting or design firms.

Mr. Mercer is Principal in Charge of projects in Galveston, Jamaica Beach, Bayou Vista, Santa Fe, Richwood, Tiki Island, Freeport and Surfside Beach.

Qualifications: BS Civil Engineering, Lamar University; Professional Engineer in Texas; Registered Professional Land Surveyor in Texas, NACE Coating Inspector Level 1.

Professional Organizations: National Society of Professional Engineers/Texas Society of Professional Engineers; Texas Society of Professional Surveyors; American Water Works Association; Texas Municipal League; American Concrete Institute; American Society of Civil Engineers; NACE International.

David W. Sheblak, P.E., Vice-President

Edna Office - P.E.-in-Charge/Office Manager

The operations in the Edna, Texas office are under the direct supervision of Mr. David W. Sheblak, P.E.

Experience: Mr. Sheblak has over twenty-six (27) years experience in design of municipal improvements and related systems in the Gulf Coast Area of Texas. All of this experience has been with the Firm. He serves as office manager and as project engineer performing civil design, project inspections, project documentation and the supervision of technical personnel. He is a native of Edna, Texas.

Mr. Sheblak is a Vice- President of the Firm and is Principal in Charge of projects in Columbus, Seadrift, Cuero, Shiner, West Columbia and Oyster Creek.

Qualifications: BSChE, Texas A&M University; Professional Engineer in Texas; Certified OSSF Site Evaluator;

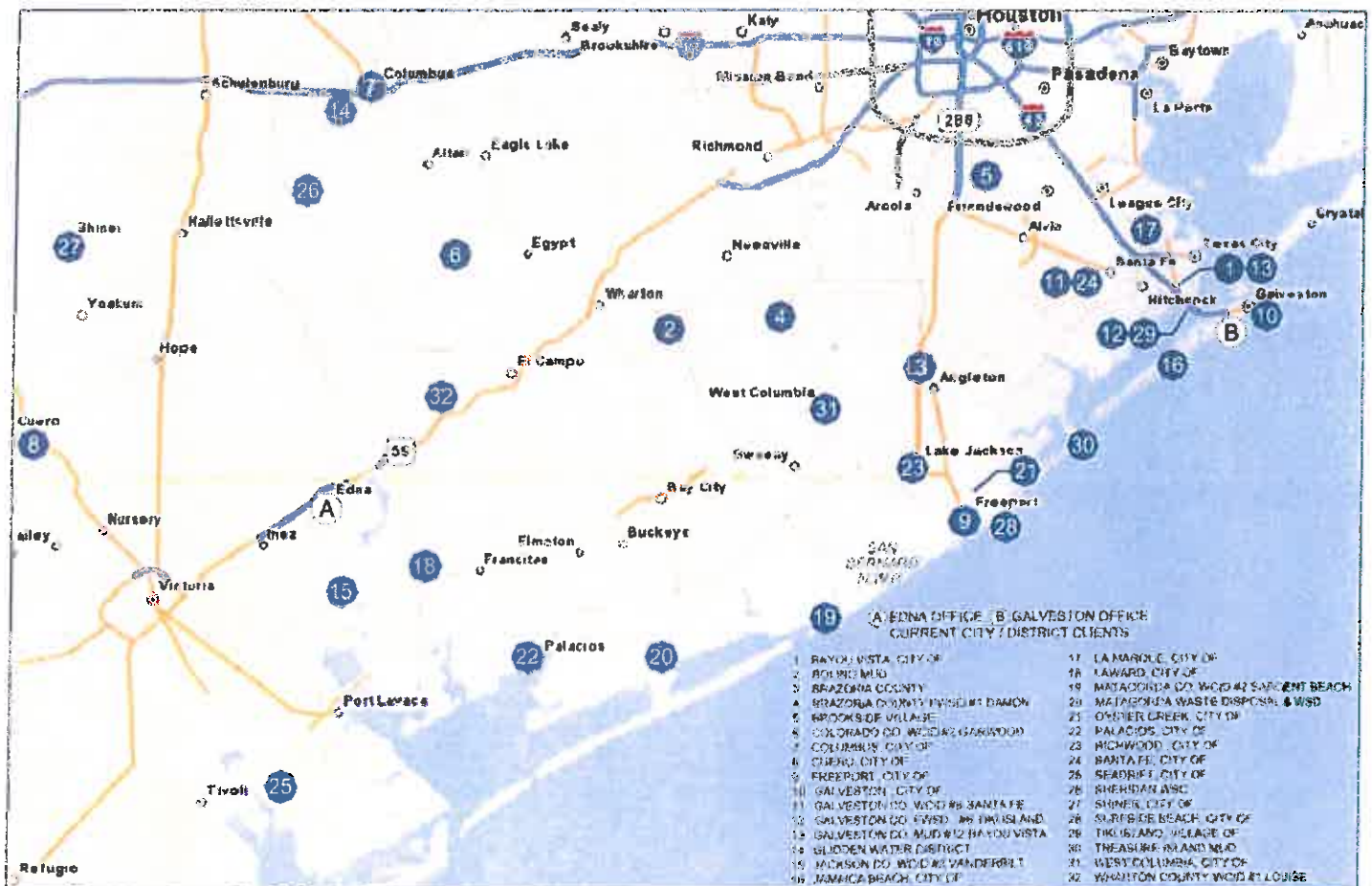
Professional Organizations: National Society of Professional Engineers/Texas Society of Professional Engineers; Texas Society of Professional Surveyors.

Client List

Bayou Vista, City of
Boling MUD
Brazoria County
Brazoria County FWSD #1, Damon
Colorado County WCID #2, Garwood
Columbus, City of
Cuero, City of
Freeport, City of
Galveston, City of
Galveston County WCID #8, Santa Fe
Galveston County FWSD #6, Tiki Island
Galveston County MUD #12, Bayou Vista
Glidden Water District
Jackson County WCID #2, Vanderbilt
Jamaica Beach, City of
La Marque, City of
La Ward, City of
Matagorda County WCID #2, Sargent Beach
Matagorda Waste Disposal & Water Supply District
Oyster Creek, City of
Palacios, City of
Richwood, City of
Santa Fe, City of
Seadrift, City of
Sheridan WSC
Shiner, City of
Surfside Beach, City of
Tiki Island, Village of
Treasure Island MUD
West Columbia, City of
Wharton County WCID #1, Louise

Current Clients

The map below shows a list and location of all of our current clients.



Client References

A potential client can feel free to contact any of our firm's past clients, however, the following list of most recent clients is supplied for your convenience:

City of Columbus
PO Box 87
Columbus, Texas 78934
Attn: Donald Warschak, City Manager
Phone: (979) 732-2366

Galveston County FWSD No. 6
802 Tiki Drive
Tiki Island, Texas 77554
Attn: Steve Jefferson, Manager
Phone: (409) 935-1486

City of Shiner
PO Box 308
Shiner, Texas 77984
Attention: Mrs. Paulette Osburn, City Secretary
Phone: (361) 594-3362

Galveston County WCID No. 8
PO Box 337
Santa Fe, Texas 77510
Attn: Tim Turner, Manager
Phone: (409) 925-0941

City of West Columbia
PO Box 487
West Columbia, Texas 77486-0487
Attn: Debbie Sutherland, City Manager
Phone: (979) 345-3123

Areas of Expertise

Water Systems

- Wells
- Elevated Storage
- Ground Storage
- Pressure Tanks
- Booster Pumps
- Distribution Systems



Galveston County WCID No. 8
Water Well



Treasure Island MUD
Elevated Water Plant



Galveston County WCID No. 8
New Elevated Storage Tank



Galveston County WCID No. 8
Elevated Storage Tank Rehab

Wastewater Systems

- Treatment Plants
- Lift Stations
- Collection Systems
- System and Line Rehabilitation



Galveston County FWSD No. 6
Sewage Treatment Plant



Galveston County FWSD No. 6
WWTP Lift Station



Galveston County FWSD No. 6
WWTP

Streets

- Design
- Maintenance
- Reconstruction



City of Richwood
Pavement Overlay



Matagorda Bay Nature Park

Drainage

- Local Drainage Improvements
- Major Out-Falls
- Channels
- Storm Sewers



City of Richwood
Enclosed Ditch with Sidewalk



Jamaica Beach
Drainage Outfall

Environmental

- Permitting
- Permit Amendments
- Compliance with Enforcement Orders
- Design relative to the:
 - United States EPA
 - Texas Commission on Environmental Quality
 - Corps of Engineers
 - Other local and regional requirements.

Typical Scope of Services

Study and Report Phase

- A. Consult with the client to define its needs, review existing available data, and establish required additional data.
- B. Provide an analysis or overview of the client's needs.
- C. Provide general economic analysis of the client's requirements as an allocation for expenditures, comparison of existing cost estimates, and/or a statement of "not-to-exceed" values.
- D. Prepare a report and/or a design premise containing the engineer's recommendations and opinions.
- E. Meet with the client to review the established data and to solidify a project description relative to its magnitude, complexity, responsibilities, and tentative schedules.

Preliminary Design Phase

- A. Prepare preliminary design documents consisting of, but not limited to, a Design Premise which includes final design criteria, preliminary design drawings, outlines of specifications, and a detailed written description of the project including its goals and projections.
- B. Advise the client of additional data required, services which need to be accomplished, or final criteria definitions which have to be established.
- C. Prepare a revised opinion of probable project costs for the client.
- D. Review all facets of the Preliminary Design with the client and modify the Design Premise for its final form.

Final Design Phase

- A. Based on the client's acceptance of the Preliminary Design and the resulting Design Premise or criteria, prepare the Final Design Plans and Specifications.
- B. Submit the Final Design, Plans, and Specifications to the proper reviewing authorities.
- C. Prepare and review with the client, legal counsel, and other advisors all contract related documents, forms, and conditions.
- D. Present and review all Designs, Plans, Specifications, and applicable Code Compliance requirements with the client, their advisors, and / or their third party review representative.

Bidding and Negotiating Phase

- A. Compile completed and approved construction plans, specifications, and applicable contract documents for distribution to prospective bidders.
- B. Assist the client, as established in Phase One, with the distribution of bid packages and respective advertising for bids.
- C. Conduct the "Pre-Bid" conference and prepare applicable minutes of the meeting.

- D. Conduct "Bid Opening" and prepare applicable meeting minutes and bid comparisons.
- E. Advise the client as to the qualification of the bidders and make recommendations on the award of the contract as well as any pertinent stipulations.
- F. Assist the client in securing and executing contracts based on the bid award and resulting recommendations.
- G. Issue respective "Notice to Proceed"

Conducting of all Field Testing and Inspections - (Interim and Final)

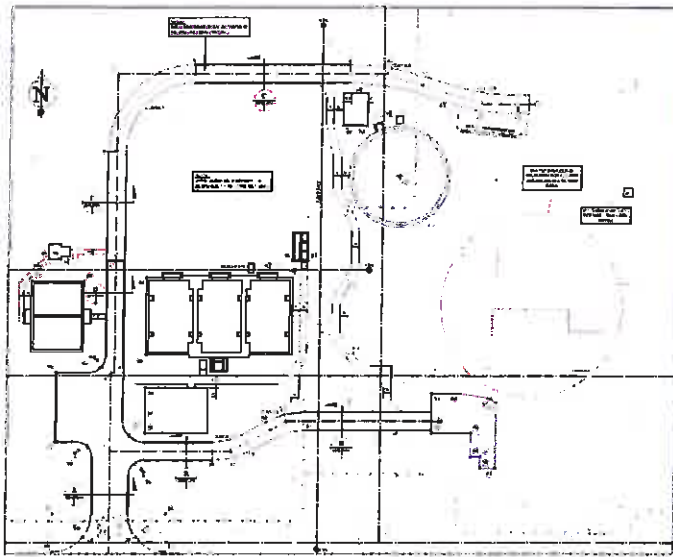
- A. Conduct Pre-Construction conferences keeping applicable minutes and provide appropriate direction or guidance.
- B. Conduct inspection of the construction or project site at appropriate or predetermined intervals (by a Professional Engineer or qualified staff member) to determine project progress and applicable compliance with intent of design and contract documents.
- C. Provide sufficient interim inspections by qualified personnel to assure the quality of materials and workmanship.
- D. Act as the client's representative, per the client's direction, in all matters pertaining to the contractor and consult with or advise the client in all matters relative to the contract and project matters.
- E. Review and take appropriate action to Contractor's submittals, construction or shop drawings, or requests for payment.
- F. Conduct required inspections to determine the completion of all work in accordance with the contract and applicable codes.
- G. Conduct a final inspection and certify completion of all project work and support documentation in accordance with the contract and applicable codes.

Other Special Engineering Services

- A. Accomplish and complete site, property, or equipment surveys, if required.
- B. Provide soil and materials testing. (Through a third party subcontractor)
- C. Provide the client with project progress updates at appropriate intervals.
- D. Work with project administrator as necessary to provide for timely project completion and close-out.
- E. Prepare a certificate of construction completion and lien certificate.
- F. Provide "third party" inspection and/or project management services.

Company Goal

It is the intent and goal of John D. Mercer and Associates, Inc. to be the kind of Consultant who can, and will, establish long-term relationships with clients by performing a highly competent service with integrity and concern for the client as well as the general public. We pride ourselves on our ability to design for ease of operation and maintenance and always strive to keep in mind the desires and capabilities of the client and its personnel.



Galveston County WCID No. 8
WWTP Plans



Galveston County WCID No. 8
WWTP

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: June 3, 2015

Subject: Extend Disaster Debris Removal Contract for up to 5 years

We had only just recently awarded the annual contingency contract for storm debris removal services to Bergeron Emergency Services when we found ourselves in need of their services. They responded almost immediately and pickup began less than 24 hours later. We found their team to be professional, courteous and willing to help in any way. At their exit interview, Brian Thomason indicated they would be interested in extending the Disaster Debris Removal Contract for up to 5 years.

Since we have already developed a working relationship with them and found their services to be superior, I recommend that the City of Richwood extend their contract for 5 years.



19612 SW 69th Place, Fort Lauderdale, Florida 33332
Phone: (954) 680-6100 / Fax: (866) 757-7656

May 13, 2015

Mr. Glen Patton, City Manager
City of Richwood, Texas
1800 Brazosport Blvd.
Richwood, Texas 77531

Re: Disaster Debris Removal Services

Dear Mr. Patton,

As you are aware, Bergeron Emergency Services, Inc. (BES) was recently selected as your vendor for disaster debris removal services. We were selected through a competitive bid process that required the contractor's to evidence the proper experience, qualifications, resources and to provide the services at a reasonable cost.

As the City's selected vendor, BES was called to assist the City with recovery efforts from the recent straight-line windstorm that affected many Richwood residents. Upon notification from the City, BES project management staff was on site in less than 24-hours and subsequently mobilized the appropriate crews to facilitate what has been a very expeditious debris management effort. The City of Richwood staff, under the direction of Mr. Cliff Custer, has been very supportive in this effort and it has truly been a "TEAM" approach.

With that being said, I respectfully request your consideration of the following contract approach. Typically, disaster debris removal contracts are procured with terms ranging from three (3) years to five (5) years in length. Those terms allow for the contractor staff and City staff to develop a relationship through debris planning, debris training, field assessments, site management efforts and many other debris related efforts. Disasters do not happen every day but when one does strike, that is not the time for your staff and your debris contractor to be going through the learning curve. This windstorm effort has proven to be an opportunity to build upon lessons learned. BES would be honored to be involved in in that team building effort and disaster debris management planning process with the City of Richwood.

Therefore, BES offers to the City of Richwood to extend our current agreement for a period of up to five (5) years from the date of any subsequent amendment. BES will also honor our current contract pricing for the term of the contract upon mutual agreement of the parties. We only request that if there are any increases in the Consumer Price Index (CPI), that the CPI increases would be applied to the bid price in our current agreement. We also offer to provide/facilitate an annual training and planning session with City staff at no cost to the City. This will, in turn, support continued efforts to prepare the City in the event a catastrophic storm impacts the Richwood area. By extending the contract terms, an inherent savings will be realized by the City immediately since money will not be spent on an annual procurement on a contract that may or may not be activated. Simply stated, it is an insurance policy, so to speak, for the City if you once again find yourself impacted by a substantial storm event.

In my short time here during the wind storm event, I truly see an opportunity to build upon the compliant disaster debris management policies and procedures the City's debris team has in place. By bidding this contract annually, your team has to re-acclimate themselves with whichever contractor wins the bid and, again, the time of a significant event should not be the first time the City and the debris contractor meet.

In closing, BES respectfully extends our current contract pricing to the City of Lake Richwood for disaster debris removal services for a period of up to five (5) years. We truly feel this would be a benefit to the City in your disaster preparedness and recovery efforts.

Respectfully,
BRIAN THOMASON



Vice President

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: June 3, 2015

Subject: Ordinance No. 325-15, Storm Water Run off

We are under a new permit term with the Texas Commission on Environmental Quality and are required to meet certain obligations. Our storm water ordinance has been revised to meet the state requirements.

ORDINANCE NO. 352-15

AN ORDINANCE OF THE CITY OF RICHWOOD, TEXAS, REGULATING THE DISCHARGE OF STORM WATER RUNOFF FROM CONSTRUCTION AND RESIDENTIAL SITES INTO THE MUNICIPAL STORM SEWER SYSTEM AND SURFACE WATERS WITHIN THE CITY; TO FACILITATE COMPLIANCE WITH FEDERAL AND STATE RULES AND REGULATIONS BY OWNERS, OPERATORS, CONTRACTORS AND SUBCONTRACTORS WITHIN THE CITY; PROVIDING FOR PENALTIES FOR VIOLATION OF THE ORDINANCE; REPEALING ORDINANCES OR PART OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHWOOD, BRAZORIA COUNTY, TEXAS THAT:

MS4/SWPPP ORDINANCE FOR BRAZORIA COUNTY CITIES

**Richwood, Texas
General Permit TXR040141**

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DIVISION I. GENERALLY

Sec. 1-1. Objectives.

The objectives of this chapter are as follows:

- (1) To maintain and improve the quality of surface water within the city;
- (2) To prevent or reduce the discharge of contaminated storm water runoff from construction and residential sites into the municipal separate storm sewer system (MS4) and surface waters within the city;
- (3) To facilitate compliance with federal and state rules and regulations by owners, operators, contractors, and subcontractors of construction sites and commercial facilities within the city;

(4) To enable the city to comply with all federal and state laws and regulations applicable to storm water discharges.

Sec. 1-2. Administration.

The Building Official and his authorized representatives are authorized to administer, implement, and enforce the provisions of this chapter.

Sec. 1-3. Submission of documents.

All persons required by federal or state regulations or this chapter to submit documents, pertaining to discharges of storm water or accidental discharges into the local MS4, shall submit all applicable documents to the following mailing address:

City of Richwood
City Manager
1800 Brazosport Blvd. N.
Richwood, Texas 77531

Sec. 1-4. Definitions.

As used in this chapter:

Agricultural storm water runoff. Any storm water runoff from orchards, cultivated crops, pastures, range lands, and other nonpoint source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 CFR § 122.23 or discharges from concentrated aquatic production facilities as defined in 40 CFR § 122.24.

Best management practice or BMP. Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, and other management practices to prevent the pollution of the MS4 and waters in the state. Best management practices also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage areas.

City. The City of Richwood, Texas, or any authorized person acting in its behalf.

Commencement of construction activities. The initial disturbance of soils associated with clearing, grading or excavation activities, as well as other construction-related activities (e.g. stockpiling of fill material, demolition).

Common plan of development or sale. A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development or sale is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities..

Construction activity. Construction activities including clearing, grading, and excavating that result in land disturbances of equal to or greater than one acre. Construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre of land. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

Contamination. The presence of or entry into a public water supply system, the MS4 or water in the state, any substance which may be detrimental to the public health and/or the quality of water.

Contractor. For the purposes of this chapter, the contractor is the person or persons that have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with local pollution prevention requirements, although they do not qualify as an operator under the construction permit.

Conveyance. Curbs, gutters, manmade channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport storm water runoff.

Discharge. To deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of any substance, or to cause, allow, permit, or suffer any of these acts or omissions.

Domestic sewage. Waterborne human waste and waste from domestic activities, including the use of toilet facilities, washing, bathing, and food preparation.

Erosion. The process of land being diminished or worn away due to wind or water. Erosion occurs naturally, but can be intensified by land-disturbing activities such as development, farming, road building, timber harvesting, etc.

Facility. Any building, structure, installation, process or activity from which there is or may be a discharge of a pollutant.

Final stabilization. A construction site status where any of the following conditions are met:

- (1) All soil disturbing activities at the construction site have been completed and a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as riprap, geotextiles, or gabions) have been employed;
- (2) For individual lots in a residential construction site, the homebuilder has completed final stabilization on the individual lot(s) as specified in condition (1) above;
- (3) For construction activities on land used for agricultural purposes (e.g. pipelines across crop or rangeland), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface water and areas, which are not being returned to their preconstruction agricultural use, shall meet the final stabilization conditions of condition (1) above.

Hazardous substance or materials. Any substance listed in table 302.4 of 40 CFR part 302.

Hazardous waste. Any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR part 261.

Illicit connection. Any manmade conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit discharge. Any discharge to a municipal separate storm sewer that is not entirely composed of storm water, except discharges authorized under an NPDES or TPDES permit and discharges resulting from emergency fire fighting activities.

Large construction activity. Construction activities including clearing, grading, and excavating that result in land disturbances of equal to or greater than five acres of land. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Large construction activity does not include the routine grading of existing dirt roads, asphalt overlays or existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Maximum extent practicable or MEP. The technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by CWA § 402(p).

MS4 operator. The public entity, and/or the entity contracted by the public entity, responsible for management and operation of the municipal separate storm sewer system.

Municipal separate storm sewer system or MS4. A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state.

National Pollutant Discharge Elimination System or NPDES. The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing requirements of certain sections of the federal Clean Water Act.

Nonpoint source. Any source of any discharge of a pollutant that is not a "point source".

Notice of intent or NOI. A written submission to TCEQ, from an applicant, requesting coverage under a general permit.

NPDES permit. A permit issued by the EPA that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general basis. In the State of Texas, the EPA retains authority for permitting oil and gas exploration activities and Indian Country land.

Oil. Any kind of oil in any form, including, but not limited to, petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.

Outfall. A point source at the point where a municipal separate storm sewer discharges to water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other waters of the U.S. and are used to convey waters of the U.S.

Owner. For the purposes of this chapter, the owner is the person or persons that have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications, although they do not qualify as an operator under the construction permit.

Permit. Either an NPDES or TPDES permit, whichever is applicable.

Permittee. An MS4 operator authorized under an NPDES or TPDES permit.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

Point source. (from 40 CFR §122.22) Any discernable, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutant. Dredged spoil, solid waste, incinerator residue, garbage, sewage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, and agricultural waste discharged into water. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland.

Pollution. (from Texas Water Code §26.001(14)) The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Release. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or water in the state.

Responsible party. The owner, occupant, developer, builder, or general contractor who has operational control over the site, including the ability to make modifications in specifications, or who has operational control over day-to-day activities at the site and is able to ensure compliance with plan requirements and permit conditions (e.g., a person who is authorized to direct the conduct of workers at the site). Any person who has filed an Notice of Intent (NOI) or completed a Construction Site Notice is presumed to be a responsible party.

Riparian. Any area relating to or located on the bank of a natural watercourse.

Runoff. Drainage or flood discharge that leaves an area as surface flow or as pipeline flow.

Sediment. Soil, sand, and minerals washed from land into water, usually after rain.

Separate storm sewer system. A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, outfalls, or storm drains), designed or used for collecting or conveying storm water; which is not a combined sewer, and which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR § 122.2.

Small construction activity. Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one acre and less than five acres of land. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Small construction activity does not include the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Storm drain. An opening leading to an underground pipe or an open ditch for carrying surface runoff.

Storm water. Any flow occurring during or after any form of natural precipitation, including rainfall runoff, snowmelt runoff, and surface runoff and drainage.

Storm water associated with construction activity. Storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, and excavating) result in the disturbance of one or more acres of total land area, or are part of a larger common plan of development or sale that will ultimately result in the disturbance of one or more acres of total land area.

Storm Water Permit. Authorization issued by the City to conduct construction activities.

Storm water pollution prevention plan or SWP3. A plan required by a construction general permit to discharge storm water associated with construction and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction at the facility.

Storm Water Quality Plan. A plan describing how construction is to be performed and how the site closure is to be accomplished, including post-construction control measures, at a construction site.

Structural control (or practice). A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in storm water runoff. Structural controls and practices may include but are not limited to: wet ponds, infiltration basins, storm water wetlands, silt fences, earthen dikes, drainage swales, sediment traps, check dams, stabilized construction entrances, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Temporary stabilization. A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants. Temporary stabilization may include temporary seeding, geotextiles, mulches, perimeter controls, and other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place.

Texas pollutant discharge elimination system or TPDES. The state program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing requirements of certain sections of the federal Clean Water Act.

Texas Commission on Environmental Quality (TCEQ). The permitting authority for storm water discharges.

TPDES permit. A permit issued by the state that authorizes discharges of pollutants to water in the state and waters of the United States, whether the permit is applicable on an individual, group or general basis.

Water in the state. Any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

Waters of the United States. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR § 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Wetland. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation

typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Sec. 1-5. Citizen Reporting.

- (a) All citizens are encouraged to report any spills, releases, illicit connections, other instances of anyone discharging pollutants into the MS4 or waters of the United States, and any other violation of this article of which they become aware, to the Building Official.
- (b) Such citizen reports may be made by telephone, in writing, or in person. A written record of each citizen report to the city will be prepared and kept on file for a period of three years, and a copy of the city's record of the report will be furnished to the reporting citizen upon request. Also upon request, the Building Official will inform the reporting citizen of any action undertaken by the city in response to the citizen's report.

Sec. 1-6. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants into storm water, the storm drain system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the Building Official no later than the next working day. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall retain an on-site written record of the discharge and the action taken to prevent its recurrence. Such records shall be retained for at least five (5) years.

DIVISION 2. STORM WATER SYSTEM

Sec. 2-1. Illicit Discharge.

No person shall introduce, cause to be introduced, or allow to be introduced an illicit discharge into the MS4, except those discharges listed in section 2-2. Illicit discharge may result in the termination of the MS4 access by the Building Official.

Sec. 2-2. Allowable nonstormwater discharges.

- (a) The following nonstormwater discharges may be discharged to the MS4, provided that subsection (b) below does not apply:
 - (1) A discharge authorized by, and in full compliance with, a TPDES or NPDES permit;
 - (2) Water line flushing (excluding discharges of hyper chlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
 - (3) Runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing

- uncontaminated sources of potable water, groundwater, or surface water;
- (4) Discharges from a potable water source;
 - (5) Diverted stream flows;
 - (6) Rising ground waters and springs;
 - (7) Uncontaminated ground water infiltration;
 - (8) Uncontaminated pumped ground water;
 - (9) A discharge from a foundation drain or a footing drain;
 - (10) Air conditioning condensate;
 - (11) Water from a crawl space pump;
 - (12) A discharge from residential car washing and non-commercial car washing events;
 - (13) Flows from a riparian habitat or wetland;
 - (14) DE chlorinated swimming pool discharges;
 - (15) Street wash water;
 - (16) Dye testing if verbal notification to the City is given prior to the time of the test;
 - (17) A discharge or flow from emergency firefighting activities; and
 - (18) Other similar occasional non-storm water discharges, unless the TCEQ develops permits or regulations addressing these discharges.

(b) The city may, on a case-by-case basis, prohibit any of the above listed allowable nonstormwater discharges in subsection (a) provided:

- (1) The discharge or flow in question has been determined by the TCEQ or Building Official to be a significant contributor of a pollutant or pollutants to water in the state or the MS4; and
- (2) Written notice of such determination has been provided to the discharger.

(c) **Specific Prohibitions of Construction Related Illicit Discharges.** It is unlawful for a person to intentionally, knowingly, recklessly or with criminal negligence, create, cause, introduce, or contribute to creating, causing or introducing any discharge that causes and/or contributes to a violation of applicable water quality standards, a discharge or flow composed of one or more of the following from construction site:

- (1) Pollutants from equipment, vehicle and/or other wash waters;
- (2) Pollutants from exposed building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste or other similar materials;
- (3) Pollutants from spills and/or leaks;
- (4) Pollutants from washout wastewater, fuels, oils, soaps, solvents, and dewatering activities.

Sec. 2-3. Illicit connections prohibited.

It is unlawful for any person to construct, use, maintain, or continue the existence of an illicit connection. Illicit connections may be terminated by order of the Building Official without prior notice.

Sec. 2-4. Suspension of MS4 Access.

(a) The Building Official may, without prior notice, issue an emergency order suspending MS4 discharge access when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the MS4. If the person who receives the suspension order fails to comply, the Building Official may take steps to prevent or minimize damage to the MS4 or to minimize danger to the public.

(b) Access may not be reinstated without written approval from the City Manager.

DIVISION 3. CONSTRUCTION STORM WATER MANAGEMENT.

Sec. 3-1. Construction Site.

(a) A construction site includes all areas where construction activity, which is all or part of a common development or project, are occurring, proposed to occur, or have occurred, irrespective of whether that construction is in compliance with this Chapter, irrespective of whether that construction activity is ongoing or temporarily suspended for any purpose, and irrespective of whether the Building Official has granted authorization to undertake the construction activity. A construction site shall encompass:

1. All land and surface water areas where construction activities of any type, including all areas of land surface disturbed by or as a consequence of the construction activities or other activities in support of the construction activities, are undertaken as part of a common plan of development or project;
2. All areas of land to be disturbed by construction of a common plan of development or project, irrespective of whether such construction is undertaken or planned to be undertaken in one phase or stage or different phases or stages and irrespective of whether such construction is undertaken or planned to be undertaken at different, separate, or simultaneous times;
3. All areas of land where the land is to be disturbed by construction of a common plan of development or project, irrespective of whether undertaken at contiguous or separate locations within the general area encompassed by the common plan of development or project, provided such boundary lies on or is within the boundary of property collectively owned or leased by one or more parties undertaking any or all of the construction activities; and
4. All areas of ongoing, temporarily suspended, yet-to-be undertaken, and completed construction encompassing the totality of the construction activities, irrespective of whether any or all the construction activities are within compliance with this chapter.

(b) The Building Official shall have the right to redefine, for purposes of compliance with this chapter, the limits of a construction site in extent and amount necessary and sufficient in the judgment of the Building Official to prevent the actual or potential discharge of pollutants from the construction site to the MS4 or waters of the U.S., provided the limits lie on or within the boundary of property collectively owned or leased by one or more operators undertaking any or all of the construction activities at the site.

(c) A construction site shall cease to be a construction site only at such time that all requirements for closure of the construction site as specified by this chapter and in the storm water permit have been met, at which time the storm water permit will automatically terminate.

(d) The storm water permit coverage will automatically terminate two (2) years after the permit issuance date. If a permit is needed beyond the termination or expiration date, a new permit must be issued.

(e) A construction site for which active and ongoing on-site construction activities have halted for a period of twenty-one (21) continuous calendar days and for which proper closure actions as required by this chapter have not been conducted, shall be considered in violation of this chapter, unless the construction site owner and/or operator has demonstrated to the satisfaction of the Building Official that:

1. Such lack of active and ongoing on-site construction activity is a result of only temporary suspension of activities; and
2. Temporary stabilization practices were initiated no later than fourteen (14) calendar days after the site becoming inactive.

(f) Any and all owners and/or operators of a construction site and any and all other persons undertaking construction activities as a contractor or subcontractor at a construction site shall use best management practices to control, reduce, and prevent, to the maximum extent practicable, the discharge of pollutants to the MS4 and/or waters of the U.S. The discharge of pollutants to the MS4 and/or waters of the U. S. from activities conducted by said operator, contractor, or subcontractor include but is not limited to: sediment, silt, earth, soil, dirt, sand and gravel; lime, liquids, solids, and semi-solids used for soil treatment, preparation, or amendment; concrete, slurries, grout, tar, and asphalt; construction vehicle and/or equipment cleaning wash water; construction vehicle cleaning and wash waters; construction vehicle maintenance fluids such as hydraulic fluids, lubricants, fuels, brake fluids, and coolants; hazardous or extremely hazardous materials; materials resulting from repair renovation, or demolition such as concrete, reinforcing bar, steel, wire, tar paper, roofing materials, sheet rock, plaster, wood, cellar dirt and carpeting; residual and surplus construction materials ; paint thinner, paint equipment cleaner and wastewater from the cleaning of painting equipment and supplies; waste construction material packaging and containers; and construction trash, debris, and waste building materials, building products, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, washout waters, spills leaks, Solvents, and dewatering activities.

Sec. 3-2. Adoption of the storm water management guidance document.

The Brazoria County Storm Water Quality Coalition MS4 Construction Guidance Document is adopted to ensure storm water entering the navigable waters of the United States from the city's municipal separate storm sewer system does not violate the terms of the city's storm water national pollution discharge elimination system permit. The guidance document contains suggested best management practices that owners, developers, and contractors should consider adopting to help control and reduce pollutants that are transported by storm waters and technical guidance related to erosion and sediment controls and other measures to reduce pollutants from new construction projects. The manual can be found at <http://www.richwoodtx.gov>.

Sec. 3-3. Storm Water Permit.

- a) The owner and/or operator of a construction site must apply for a Storm Water Permit at least ten (10) days prior to the start of any construction activity. Construction must be started no later than (180) calendar days after the date the Storm Water Permit is issued. Failure to begin within 180 calendar days shall render the Storm Water Permit void.
- b) The Storm Water Permit must be posted at the construction site.
- c) The owner and/or operator of a construction site may apply for a change in the date of commencement of construction or the date of termination of construction specified in the Storm Water Permit, this application must be made at least two (2) working days prior to: (1) the date of the proposed change for commencement; and/or (2) the date of the termination date.
- d) If for any reason the Storm Water Permit is suspended, revoked, terminated, or voided, construction activity at the site shall immediately cease.
- e) Application for amendment to a Storm Water Permit can be made at any time ten (10) or more working days prior to the time identified in the Storm Water Permit for completion of construction activities, provided the person(s) making application is not in violation of this Chapter. An appropriately modified Storm Water Quality Plan shall also be provided at the time of application for amendment to the Building Official. Construction undertaken in accordance with the amended Storm Water Permit shall not commence until the amendment is approved by the Building Official. Approval of such amendment does not relieve the applicant or owner and/or operator from any or all administrative enforcement remedies, judicial enforcement remedies, enforcement actions, or other remedies allowed by law.
- f) In the event that the operator of the construction site changes within ten (10) working days of the change, any and all Storm Water Permits, and Storm Water Quality Plans, permits, plans, or notices must be amended to reflect the must name of the new operator.

Sec. 3-4. Same – contents.

- (a) The Storm Water Permit shall contain the following:
 - 1. Storm Water Quality Plan;
 - 2. Address or other description of location of the construction site;
 - 3. Name, address, and telephone number of the construction site owner and/or operator and the operator's on-site representative, either the property owner or lessee, and name and address of general construction contractor, if different from property owner or lessee;
 - 4. Earliest date of commencement of construction activity;
 - 5. Proposed dates of termination of construction activity, completion of final stabilization activities, and closure of the site;
 - 6. Any other information the Building Official may deem necessary; and
 - 7. Certification by the applicant for the Storm Water Permit that the information provided on the Storm Water Permit application is true and accurate.

Sec. 3-5. Same – exemptions.

Exemptions from the requirements for a Storm Water Permit and Storm Water Quality Plan shall apply for the following situations or conditions:

- (a) The construction activity is undertaken at a single or multiple family residential property site for the sole purpose of maintenance of the residential property site; and
- (b) The construction is necessary on an emergency basis because of imminent harm or endangerment to the public or environment, in which case the construction may be continued only so long as such imminent harm or endangerment or threat of harm or endangerment exists.

Sec. 3-6. Same – waiver.

- (a) The Building Official may provide a waiver to the requirement for a Storm Water Permit upon the written request of the owner and/or operator seeking such waiver. The waiver is to be provided only if

the construction for which waiver is sought is demonstrated to the satisfaction of the Building Official to meet all of the following conditions:

- (1) The waiver will not contribute to a violation of this Chapter or any permit or license the City may hold to discharge storm water;
- (2) The construction activity is of such size, extent, magnitude, or location as to neither allow, cause, or have potential to cause a significant discharge of sediments or other pollutants to the City's MS4 or waters of the U.S.;
- (3) There is a compelling public interest for issuance of a waiver;
- (4) It is in the general interest of the health and safety of people in the City or protection of the environment that such waiver be provided, such interest not to be based upon cost or economic considerations; and
- (5) Other such conditions the Building Official may deem necessary to ensure that significant discharge of sediment and other pollutants does not occur.

Sec. 3-7. Storm Water Quality Plan.

a) The Storm Water Quality Plan shall be prepared in accordance with the Brazoria County Storm Water Quality Coalition MS4 Construction Guidance Document and Best Management Practices (BMPs).

The objective of the plan is to identify potential sources of pollution, including sediment, which will affect the quality of storm water discharges associated with construction and development. The plan must describe the implementation of BMPs that will be used to reduce the pollutants in storm water discharges associated with construction and post-development runoff. Storm Water Quality Plans shall be retained on site during the course of construction and shall be available for inspection by the City upon request.

b) Contents of Storm Water Quality Plan

1) Site Description

- a. Total area of the site, and total disturbed area, including off-site staging/storage areas;
- b. A description of the existing vegetation at the site, including coverage;

- c. The location of other sources of pollution, such as vehicle fueling, storage of chemicals, concrete washout areas, etc.; and
 - d. The name of the receiving water(s) and description of any outfalls (size, type, and location) if the discharge is to a MS4, the name of the system, the location of the storm sewer discharge, and the ultimate receiving water(s).
- 2) Construction Documents
 - a. A description of the construction activity;
 - b. A copy of the development plans; and
 - c. Construction schedule.
- 3). Best Management Practices (BMPs)
 - a. The BMPs must include locations and descriptions of control measure for each phase of development, including before clearing and grading activities begin; during all phases of construction; and post-construction/post development.
- 4). Control Measures
 - a. Construction phase control measures should include, but are not limited to, the following:
 - 1. Temporary Sediment Control Measures
 - a) silt fence
 - b) sand bag berms
 - c) hay bales
 - d) check dams
 - e) interceptor swales/dikes
 - 2. Temporary Stabilization Measures
 - a) temporary seeding
 - b) erosion control blankets/matting
 - c) mulch/compost
 - d) temporary sodding
 - 3. Final Stabilization Measures
 - a) permanent seeding
 - b) permanent sodding
 - c) impervious surfaces
 - b. Post-Construction Phase control measures must be incorporated into the Storm Water Quality Plan where necessary to preserve pre-development hydrologic regimes. These control measures do not apply to residential home construction. Post-construction phase control measures should include, but are not limited to, the following
 - 1. Velocity Dissipation Measures
 - a) On-Site
 - i) vegetated swales
 - ii) check dams
 - iii) vegetated filter strips
 - iv) level spreaders
 - v) velocity dissipation structures
 - b) Off-Site

- i) surrounding local topography
- ii) concrete-lined drainage channels
- iii) low velocity drainage channels

2. Pre-development Peak Flow Preservation

a) On-Site

- i) detention basins/ponds
- ii) constructed wetlands
- iii) bio-retention
- iv) wet basins

b) Off-Site

- i) in-line detention
- ii) outfall pump systems
- iii) off-site (regional) detention
- iv) low velocity drainage channels

3. Non Structural Controls

- i) adequate litter trash services/receptacles
- ii) street/parking lot sweeping/cleaning as necessary

3. Long Term Maintenance of On-Site Post-Construction Control Measures

- a) For new and significant redevelopment projects that are determined by the City to require on-site control post-construction control measures such as detention ponds, constructed wetlands, bio-retention systems, the developer or the person or persons who will be responsible for the maintenance of the control measures shall execute an affidavit that states that post-construction control measures shall be in place and maintained for as long as required.

- b) The affidavit must be submitted to the City Manager no later than ten (10) calendar days before the commencement of construction activities and will serve as a legal commitment to the City.

- c) The City Manager may also require that a Maintenance Bond be issued to ensure the maintenance is performed according to the said legal commitment.

4. Inspections

- a) The plan shall provide that qualified personnel (provided by the operator of the construction site) shall inspect disturbed areas of any construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater. All erosion and sediment control measures and other identified best management practices shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspection, best management practices shall be modified as appropriate, and as soon as is practicable.

5. Revisions to Storm Water Quality Plan

- a) The Storm Water Quality Plan shall accurately reflect site conditions and the construction activities proposed to be undertaken. Revisions necessary to maintain an accurate and up-to-date Storm Water Quality Plan shall be made in a timely fashion but in no case later than two (2) working days after the occurrence of conditions or activities requiring such revisions.
- b) If the conditions or activities described by a Storm Water Quality Plan revision could be reasonably expected to result in an increase in the actual or potential discharge of pollutants from the site, such revision must be approved by the Building Official prior to implementation of the proposed revision.
- c) If the Building Official does not approve or reject of the revision within ten (10) working days, the revision(s) shall be assumed to be approved.

Sec. 3-8. Storm Water Pollution Prevention Plan (SWP3)

- a) For a construction site that is one (1) or more acres but less than five (5) acres or is five (5) or more acres and that is required by state or federal regulation to have a SWP3, the SWP3 shall be prepared in accordance with applicable state and federal regulations.
- b) Any SWP3 required by federal or state regulation shall be retained on site during all phases of construction and a copy must be submitted to the city/county. Failure to produce such required SWP3s shall be grounds for issuance of a stop work order.
- c) The Building Official may require additional information, plans, or specifications in a SWP3 for a construction site if the Building Official determines such additional information, plans, or specification are necessary to prevent the discharge of pollutants to the MS4 or waters of the U.S.

DIVISION 4. CIVIL ENFORCEMENT

Sec. 4-1. Responsibility of other entities.

- (a) Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and individually responsible for compliance with the requirements in this section.
- (b) Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract, for implementing a best management practices control measure, is jointly and individually responsible for any willful or negligent failure on his/her part to adequately implement that control measure.

Sec. 4-2. Right of Entry.

The Building Official and/or appointed representative may, where reasonable cause exists, with or without a warrant, enter upon any property for examination of the same to ascertain whether a violation of the requirements of this chapter exists and shall be exempt from any legal action or liability on account thereof.

Sec. 4-3. Stop Work Order.

- (a) Whenever the Building Official determines that there is a violation on a construction site of any provision of this chapter, or any order issued hereunder, the Building Official may issue a Stop Work Order (SWO) for that construction site.
- (b) Unless express written exception is made by the Building Official, the SWO shall prohibit any and all further construction activity at the site, and shall bar any further inspection or approval by the City of any work associated with a building permit, Storm Water Permit, or any other City approval necessary to commence construction or to assume occupancy at the site.
- (c) Issuance of a SWO shall not be a bar against, or a prerequisite for, taking any other action against the construction site owner and/or operator.

Sec. 4-4. Notification of violation (NOV)

- (a) When the Building Official finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, the City may serve upon that person a written NOV. Within ten (10) calendar days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention of recurrence thereof, including specific required actions, shall be submitted by the alleged violator to the Building Official. If the alleged violator denies that any violation occurred, or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the Building Official within ten (10) calendar days of receipt of the notice.
- (b) Submission of an explanation or plan in no way relieves the alleged violator of liability for any violations of this Chapter or any state or federal regulation occurring before or after receipt of the NOV.
- (c) Nothing in this section shall limit the authority of the Building Official to take any action, including emergency action or any other enforcement action, without first issuing a NOV.

Sec. 4-5. Consent orders.

The City Manager may enter into Consent Orders, assurances of voluntary compliance, or other written agreements with the owner and/or operator for noncompliance with any provision in this chapter or any order issued hereunder. Such agreements may include specific action to be taken to correct the noncompliance within a time period specified by the agreement. Such agreements shall have the same force and effect as administrative orders issued pursuant to this chapter and shall be judicially enforceable.

Sec. 4-6. Compliance order.

- (a) When the Building Official finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, the Building Official may issue a Compliance Order to the violator directing that the violator come into compliance with this chapter within a specified time limit. Compliance Orders also may contain other requirements to address the noncompliance, including self-

monitoring and implementation of best management practices designed to minimize the amount of pollutants discharged to the MS4 and waters of the U.S.

(b) A Compliance Order does not relieve a person of liability for any violation, including any continuing violation.

(c) Issuance of a Compliance Order shall not be a bar against, or a prerequisite for, any other action against the violator.

Sec. 4-7. Remediation, abatement and restoration orders.

(a) When the Building Official finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, and the Building Official has reasonable evidence to suspect that such a violation has adversely affected the MS4 or waters of the U.S., the Building Official may issue a Remediation, Abatement and Restoration Order to the violator directing said violator to undertake and implement any appropriate action the Building Official may designate to remediate or abate any adverse effects of the violation upon the MS4, and to restore any part of the MS4 within the City that has been harmed. Such remediation, abatement, and restoration actions may include but shall not be limited to:

1. Monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, or restoration actions;
2. Confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination.
3. Prevention, minimization, or mitigation of any damage to the public health or the environment that may result from the violation; and
4. Restoration or replacement of City property or natural resources damaged by the violation.

(b) The Remediation, Abatement, and Restoration Order may direct that the remediation, abatement, or restoration be accomplished on a specified compliance schedule and be completed within a specified period of time.

(c) The cost for preparation, implementation, construction, and maintenance of any remediation, abatement, or restoration as may be ordered by the Building Official shall be borne by the person to whom the Building Official has issued such order.

(d) An order issued under this subsection does not relieve the violator of liability for any violation, including any continuing violation.

(e) Issuance of an order under this subsection shall not be a bar against, or a prerequisite for, taking any other action against any responsible party.

Sec 4-8. Emergency cease and desist orders

(a) When the Building Official finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, or that the person's past violations are likely to recur, and that the violation(s) has caused or contributed to an actual or threatened discharge to the MS4 or waters of the U.S. which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the Building Official may issue an Emergency Cease and Desist Order to the violator directing said violator to immediately cease and desist all such violations and directing the violator to:

1. Immediately comply with all Chapter requirements;
2. Terminate any discharges which the Building Official determines to present an imminent or substantial endangerment to persons or to the environment; and
3. Take such appropriate preventative action as may be needed to properly address a continuing or threatened violation, including immediately halting operations, terminating the discharge or both

(b) Any person to which an Emergency Cease and Desist Order has been directed, shall, upon receipt of such Order, immediately take action to stop or eliminate the endangering discharge. In the event of said person's failure to immediately comply voluntarily with said Order, the Building Official may take such action(s) as deemed necessary to prevent or minimize harm to the MS4 or waters of the U.S. or endangerment to persons or to the environment. Such actions may include, but are not limited to, immediate termination of water supply, sewer connection or other municipal utility service provided to said person; to any facility owned, leased or operated all or in part by said person; or to any site for which said person is all or in part an owner or lessee.

(c) The Building Official shall allow the person to whom an Emergency Cease and Desist Order has been issued to recommence discharges when the Building Official determines that the period of endangerment has passed, unless further termination proceedings are initiated against the person to whom the order was issued.

(d) A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a written statement, in a form as may be acceptable to the Building Official, describing the causes of the harmful discharge and measures taken or to be taken within a timely fashion to prevent any future occurrence, to the Building Official within fourteen (14) calendar days of receipt of the emergency order.

(e) Issuance of an Emergency Cease and Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

Sec. 4-9. Appeals

(a) Any person adversely affected by a decision under this chapter, with the exception of a citation, may appeal the decision to the City Manager or the City Manager's designee within fifteen (15) calendar days from the date of the adverse decision. The appeal must be in writing and set forth specifically why the decision should be considered for relief.

(b) The effect of any order, except for an emergency cease and desist order, shall be stayed pending the appeal unless the City Manager makes a written determination to the contrary. An emergency cease and desist order shall not be stayed pending appeal.

(c) Within fourteen (14) calendar days of the appeal, the City Manager or his designee shall either (1) grant the petition and withdraw or modify the order; (2) deny the petition if there is no material issue of fact; or (3) schedule a hearing on the petition. Written notice of the hearing shall be sent to the appellant. At the hearing, any interested party may present evidence and testify.

(d) After the hearing, the City Manager shall grant the petition and withdraw or modify the order or deny the petition.

(c) The City Manager's ruling shall be final.

DIVISION 5. CRIMINAL PENALTIES

Sec. 5-1. Violations of chapter.

Any person who violates a provision of this chapter or any order issued hereunder shall be subject to a fine as set forth in Section 1-6 of the City of Richwood Code of Ordinances. No culpable mental state is required.

Sec. 5-2. Public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisances may be taken.

Sec. 5-3. Remedies not exclusive.

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state, or local law.

DIVISION 6. FEES

Sec. 6-1. Fees

a) The City may adopt reasonable fees for reimbursement of costs of implementing this chapter, which costs may include, but not limited to, the following:

1. Fees for monitoring, inspection, and surveillance procedures, including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;
2. Fees for issuance of permits;
3. Fees for review of notices and plans for construction, termination of construction, and storm water pollution prevention control, irrespective of any acceptance or rejection of such notices or plans by the Building Official;
4. Fees for conduct of site inspections by the City when requested by an operator of a site or facility, irrespective of whether such inspection is required by this chapter;
5. Fees for site inspection by the City pursuant to determination of compliance to conditions of a conditional notice of termination of construction;
6. Fees for responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants; and
7. Other fees as the City may deem necessary to carry out the requirements contained in this chapter.

b) The Fee schedule is attached as Exhibit A and is hereby incorporated into this ordinance as if set out in full.

c) The storm water permit fees and the fees for spills relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the City.

PASSED AND ADOPTED THIS

Clint Kocurek, Mayor

ATTEST:

Karen B. Schrom, City Secretary

ORDINANCE NO. 401

AN ORDINANCE OF THE CITY OF RICHWOOD, TEXAS AMENDING SECTIONS 20-127 OF THE MASTER TRAFFIC PLAN DESIGNATING THE PLACEMENT OF A FOUR-WAY STOP SIGN AT BLUE JAY DRIVE AND CARDINAL DRIVE AND A FOUR WAY STOP AT THE INTERSECTION OF WARBLER COURT/DOVE TRAIL AND AUDUBONWOODS DRIVE; PROVIDING FOR A PENALTY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT ONLY; AND PROVIDING FOR A SAVINGS CLAUSE.

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

Section 1. Except when directed to proceed by a police officer or traffic control signal, every driver of a vehicle approaching a stop intersection indicated by the following four-way stop signs shall stop to ongoing traffic before entering the crosswalk on the near side of the intersection, or in the event there is none, then at the point nearest the intersecting roadway before entering the following intersections:

The intersection of Blue Jay Drive at Cardinal Drive.

The intersection of Warbler Court/Dove Trail and Audubonwoods Drive.

Section 2. The Public Works Director is hereby directed to place and maintain, or to cause to be placed and maintained, the appropriate four-way “stop” sign as authorized at the locations hereinabove designated.

Section 3. Any person, firm, corporation, association or other entity that violates this ordinance may be fined as provided for in Section 1-6 of the Code of Ordinances of the City of Richwood. Each day of violation shall constitute a separate offense.

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

Section 5. If any part or portion of this ordinance shall be invalid or unconstitutional such invalidity or unconstitutionality shall not affect or impair any remaining portions.

Section 6. This ordinance shall take effect and be in force from and after its passage and approval

Passed and approved this ____ day of _____, 2015

Clint Kocurek, Mayor

ATTEST:

Karen B. Schrom, City Secretary