AGENDA

RICHWOOD CITY COUNCIL

Regular Meeting, Monday, September 8, 2014
Richwood City Hall
1800 N. Brazosport Blvd.
Richwood, TX 77531
6:00 PM

I. CALL TO ORDER
Presenter: Clint Kocurek
Time: 6:00 p.m.

II. INVOCATION
Opening Prayer - Glenn Patton, City Manager
Presenter: Glenn Patton

III. PLEDGES OF ALLEGIANCE 3
Pledge of Allegiance & Texas Pledge

IV. ROLL CALL OF COUNCIL MEMBERS
Presenter: Clint Kocurek

V. ANYONE WISHING TO ADDRESS COUNCIL
Individuals wishing to address council are limited to 5 minutes per individual with a maximum of 30 minutes allowed for this section. Any items addressed to council will not be discussed and no action will be taken as these items are not on the agenda and any discussion or action will be a violation of the Open Meetings Act.
Presenter: Clint Kocurek

VI. CONSENT AGENDA

A. Approval of Minutes of Previous Meetings

1. August 14, 2014
2. August 25, 2014
3. September 2, 2014

B. Payment of bills 4

VII. DISCUSSION AND ACTION ITEMS

A. Public Hearing - Annexation of 928.34 acres of land on the east side of State Hwy. 288B

B. Public Hearing - Tax Rate and FY 15 Budget

C. Ordinance No. 394 - Call for public hearing on proposed annexation of 928.34 acre tract in the JE Groce 5 League Grant, Abstract 66, Brazoria County 12

D. License agreement for Sign for Richwood Landing Apartment, LLC 14

E. TML-IRP Board of Trustees Election 20

F. Executive Session pursuant to Chapter 551.0745, Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee.

1. City Manager

G. Action as a result of Executive Session

VIII. REPORTS
Reports that require no action.

IX. CITY MANAGER’S REPORT
Presenter: Glenn Patton

X. FUTURE AGENDA ITEMS

XI. COMMITTEE REPORTS

XII. COUNCIL MEMBER COMMENTS & REPORTS

XIII. MAYOR’S REPORT

XIV. ADJOURNMENT

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

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Karen B. Schrom, City Secretary
City of Richwood

Texas Pledge of Allegiance

Honor the Texas flag;
I pledge allegiance to thee,
Texas, one state under God, one and indivisible.

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
14	ANGLETON FEED, PO BOX 330, ANGLETON, TX, 775160-033								
54073	08/28/14	case makaze weed killer	08/28/14	$97.50	$97.50	10-02-5270	Chemicals	$2,000.00	($659.82)
					$97.50				
22	AUL AMERICAN UNITED LIFE INS., GROUP UNIT 2, 5570 RELIABLE PARKWAY, CHICAGO, IL, 60686-0055								
1307264	08/28/14	insurance	08/28/14	$40.00	$40.00	10-01-5115	Hospitalization	$29,100.00	$2,292.23
1307264	08/28/14	insurance	08/28/14	$30.00	$30.00	10-02-5115	Hospitalization	$21,000.00	$642.02
1307264	08/28/14	insurance	08/28/14	$80.00	$80.00	10-05-5115	Hospitalization	$65,000.00	$10,145.59
1307264	08/28/14	insurance	08/28/14	$20.00	$20.00	10-06-5115	Hospitalization	$17,500.00	$3,903.41
					$170.00				
104	GULF COAST PAPER, PO BOX 4227, VICTORIA, TX, 77903								
808638	08/28/14	cases wypall roll towels	08/28/14	$84.24	$84.24	10-02-5215	Custodial Supplies	$500.00	($32.57)
807521	08/28/14	hand cleaner for jail	08/28/14	$89.50	$89.50	10-05-5542	Jail Expense	$5,500.00	($59.98)
808638	08/28/14	60 gallon clear liner	08/28/14	$74.34	$74.34	10-08-5215	Custodial Supplies	$600.00	($222.03)
808638	08/28/14	case kleenex tri fold TP	08/28/14	$24.86	$24.86	10-08-5215	Custodial Supplies	$600.00	($222.03)
					$272.94				
122	LAWMAN'S UNIFORM & EQUIPMENT, 5814 MILWEE BLDG. A, HOUSTON, TX, 77092								
37768	08/28/14	Elbeco polo 3XL	08/28/14	$109.90	$109.90	10-05-5190	Uniforms	$2,500.00	($132.45)
37768	08/28/14	Elbeco polo shirts	08/28/14	$359.60	$359.60	10-05-5190	Uniforms	$2,500.00	($132.45)
37768	08/28/14	Freight	08/28/14	$10.50	$10.50	10-05-5190	Uniforms	$2,500.00	($132.45)
37775	08/28/14	Gold P.D. collar brass	08/28/14	$4.95	$4.95	10-05-5190	Uniforms	$2,500.00	($132.45)
					$484.95				
127	MALONE, DON, , , ,								
august14-1	08/28/14	inspections	08/28/14	$100.00	$100.00	10-02-5695	Special Services - Miscell	$9,000.00	$1,250.00
					$100.00				
131	MAURO & CORDOBA, P.L.L.C., 208 PARKING WAY, LAKE JACKSON, TX, 77566								
31983	08/28/14	attorney	08/28/14	$315.00	$315.00	10-01-5570	Attorney's Fees	$25,000.00	$11,284.72
31988	08/28/14	attorney	08/28/14	$270.00	$270.00	10-01-5570	Attorney's Fees	$25,000.00	$11,284.72
32103	08/28/14	attorney	08/28/14	$667.50	$667.50	10-01-5570	Attorney's Fees	$25,000.00	$11,284.72
31983	08/28/14	attorney	08/28/14	$1,177.50	$1,177.50	10-05-5570	Attorney's Fees	$250.00	($1,480.00)
31985	08/28/14	attorney	08/28/14	$562.50	$562.50	10-05-5570	Attorney's Fees	$250.00	($1,480.00)
31984	08/28/14	attorney	08/28/14	$231.48	$231.48	10-06-5570	Attorney's Fees	$7,000.00	$1,501.70
					$3,223.98				
155	QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600								
5095077	08/28/14	UPS battery back up system	08/28/14	$179.99	$179.99	10-01-5210	Office Supplies	$24,000.00	($881.32)
					$179.99				
185	TX CHILD SUPPORT SDU, PO BOX 659791, SAN ANTONIO, TX, 78265-9791								
august14-	08/28/14	child support	08/28/14	$289.00	$289.00	10-29-2138	Child Support Payable	$0.00	$274.00

City of Richwood

Council Approval Report for FIRST NATIONAL BANK--100103073

(Council Approval Report)

Vendor / InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted $	YTD Balance
					$289.00				
195	**TML - IEBP, PO BOX 910404, DALLAS, TX, 75391-0404**								
0000481014	08/28/14	insurance	08/28/14	$2,459.59	$2,459.59	10-01-5115	Hospitalization	$29,100.00	$2,292.23
0000481014	08/28/14	insurance	08/28/14	$1,826.18	$1,826.18	10-02-5115	Hospitalization	$21,000.00	$642.02
0000481014	08/28/14	insurance	08/28/14	$4,921.31	$4,921.31	10-05-5115	Hospitalization	$65,000.00	$10,145.59
0000481014	08/28/14	insurance	08/28/14	$1,219.69	$1,219.69	10-06-5115	Hospitalization	$17,500.00	$3,903.41
0000481014	08/28/14	insurance	08/28/14	$350.18	$350.18	10-29-2136	Insurance Payable	$0.00	$1,667.13
					$10,776.95				
201	**COMCAST, PO BOX 660618, DALLAS, TX, 75266-0618**								
august14-	08/28/14	internet	08/28/14	$50.65	$50.65	10-01-5420	Telephone	$2,500.00	$681.65
august14-	08/28/14	internet	08/28/14	$85.19	$85.19	10-04-5294	Expenditures - Court Tec	$0.00	($4,060.89)
august14-	08/28/14	internet	08/28/14	$178.17	$178.17	10-05-5695	Special Services - Miscell	$4,000.00	$1,275.90
					$314.01				
208	**VERNOR MATERIAL & EQUIPMENT, PO BOX 967, CLUTE, TX, 77531**								
121521	08/28/14	load crushed limestone	08/28/14	$405.05	$405.05	10-03-5380	Streets M&R	$21,600.00	$3,611.22
					$405.05				
753	**BEARS RECYCLING, P.O. BOX 35, CLUTE, TX, 77531**								
75172	08/28/14	dump fees	08/28/14	$380.00	$380.00	10-02-5245	Dump Charges	$2,500.00	$113.25
					$380.00				
884	**U. S. BANCORP EQUIPMENT FINANCE, INC., P.O. BOX 790448, ST. LOUIS, MO, 63179-0448**								
259704427	08/28/14	copier	08/28/14	$298.50	$298.50	10-01-5935	Equipment - Time Payme	$4,500.00	$299.32
259704427	08/28/14	copier	08/28/14	$63.70	$63.70	10-05-5210	Office Supplies	$5,500.00	$1,095.91
					$362.20				
1043	**BUCHANAN ELECTRICAL SERVICES, 1065 SEBESTA ROAD, ANGLETON, TX, 77515**								
2998	08/28/14	labor to install lights at city hall	08/28/14	$660.00	$660.00	10-04-5293	Expendtirues - Court Sec	$0.00	$0.00
2998	08/28/14	materials to do install	08/28/14	$832.00	$832.00	10-04-5293	Expendtirues - Court Sec	$0.00	$0.00
2998	08/28/14	labor to install lights at city hall	08/28/14	$550.00	$550.00	10-04-5293	Expendtirues - Court Sec	$0.00	$0.00
					$2,042.00				
1094	**ENERGIA RESOURCES, INC., 122 CR 839, ANGLETON, TX, 77515**								
08126	08/28/14	metal for jail	08/28/14	$177.00	$177.00	10-05-5310	Building & Grounds M&R	$404.00	$369.05
08150	08/28/14	angle iron	08/28/14	$33.00	$33.00	10-05-5310	Building & Grounds M&R	$404.00	$369.05
					$210.00				
1142	**C & S JANITORIAL SERVICES, INC., P.O. BOX 680731, HOUSTON, TX, 77268**								
16755	08/28/14	janitorial services	08/28/14	$275.00	$275.00	10-01-5102	Contract Labor	$10,000.00	$7,031.25
					$275.00				
1210	**DIAZ, MARISOL, 1715 WEST 10TH, FREEPORT, TX, 77541**								

City of Richwood

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(Council Approval Report)

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InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted $	YTD Balance
august14	08/28/14	refund for bldg. rental	08/28/14	$110.00	$110.00	10-29-4118	Municipal Building Rental	$0.00	($5,805.00)
					$110.00				
1211	**SHARP, MICHELLE, 144 EAGLE NEST CT., RICHWOOD, TX, 77566**								
august14	08/28/14	refund for pool fill	08/28/14	$45.00	$45.00	10-29-4112	Miscellaneous Income	$20,000.00	$1,776.08
					$45.00				
1213	**RAYMOND, PAUL, , , ,**								
august14	08/28/14	hotel reimbursement	08/28/14	$238.00	$238.00	10-01-5101	Administrative Expense	$13,000.00	$5,047.86
					$238.00				
		Total Bills To Pay:			**$19,976.57**				

City of Richwood

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
22	AUL AMERICAN UNITED LIFE INS., GROUP UNIT 2, 5570 RELIABLE PARKWAY, CHICAGO, IL, 60686-0055								
1307264--01	08/28/14	insurance	08/28/14	$40.00	$40.00	30-21-5115	Hospitalization	$28,000.00	$5,295.53
					$40.00				
59	CITY OF RICHWOOD WATER/SEWER FUND, , , ,								
august14	08/28/14	water deposits	08/28/14	$666.94	$666.94	30-30-2220	Customer Meter Deposits	$0.00	($84,839.78)
					$666.94				
135	MONROE ADVERTISING, 1600 B'PORT BLVD, #2, RICHWOOD, TX, 77531								
august14	08/28/14	water deposit refund	08/28/14	$49.50	$49.50	30-30-2220	Customer Meter Deposits	$0.00	($84,839.78)
					$49.50				
195	TML - IEBP, PO BOX 910404, DALLAS, TX, 75391-0404								
0000481014--01	08/28/14	insurance	08/28/14	$2,435.88	$2,435.88	30-21-5115	Hospitalization	$28,000.00	$5,295.53
0000481014--01	08/28/14	insurance	08/28/14	$37.50	$37.50	30-30-2136	Insurance Payable	$0.00	($1,115.08)
					$2,473.38				
761	BENTON, VALORI, , , ,								
august14	08/28/14	water deposit refund	08/28/14	$54.46	$54.46	30-30-2220	Customer Meter Deposits	$0.00	($84,839.78)
					$54.46				
966	KINSMEN HOMES, , , ,								
august14	08/28/14	water deposit refund	08/28/14	$27.20	$27.20	30-30-2220	Customer Meter Deposits	$0.00	($84,839.78)
					$27.20				
1212	DAVENPORT, JENNY, , , ,								
august14	08/28/14	water deposit refund	08/28/14	$6.36	$6.36	30-30-2220	Customer Meter Deposits	$0.00	($84,839.78)
					$6.36				
		Total Bills To Pay:			$3,317.84				

City of Richwood

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
62	CLUTE POSTMASTER, , CLUTE, TX, 77531								
august14	08/26/14	postage for utility bills	08/26/14	$413.78	$413.78	30-21-5210	Office Supplies	$10,000.00	($1,031.54)
					$413.78				
		Total Bills To Pay:			**$413.78**				

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	**AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414**								
september14	09/04/14	telephone	09/04/14	$311.11	$311.11	10-02-5420	Telephone	$2,500.00	($515.16)
					$311.11				
127	**MALONE, DON, , , ,**								
september14	09/04/14	inspections	09/04/14	$250.00	$250.00	10-02-5695	Special Services - Miscell	$9,000.00	$1,150.00
					$250.00				
132	**MCCOY'S BUILDING SUPPLY, PO BOX 1362, SAN MARCOS, TX, 78667**								
1392459	09/04/14	gloves	09/04/14	$12.99	$12.99	10-05-5542	Jail Expense	$5,500.00	($149.48)
1392459	09/04/14	grinding wheels	09/04/14	$19.95	$19.95	10-05-5542	Jail Expense	$5,500.00	($149.48)
1392987	09/04/14	3" paint brushes	09/04/14	$14.56	$14.56	10-08-5220	Tools	$500.00	$297.09
1392386	09/04/14	2x8x14' treated pine - new pavilion	09/04/14	$27.46	$27.46	10-08-5310	Building & Grounds M&R	$75,000.00	$828.63
1392386	09/04/14	2x8x20' treated pine - new pavilion	09/04/14	$38.86	$38.86	10-08-5310	Building & Grounds M&R	$75,000.00	$828.63
					$113.82				
146	**PENNEY'S ELECTRIC, PO BOX 2888, FREEPORT, TX, 77541**								
15163	09/04/14	hours labor	09/04/14	$175.00	$175.00	10-08-5310	Building & Grounds M&R	$75,000.00	$828.63
					$175.00				
155	**QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600**								
5520350	09/04/14	reams of paper	09/04/14	$418.60	$418.60	10-01-5210	Office Supplies	$24,000.00	($1,061.31)
5557852	09/04/14	storage boxes	09/04/14	$68.97	$68.97	10-01-5210	Office Supplies	$24,000.00	($1,061.31)
5557852	09/04/14	hanging file folders	09/04/14	$37.77	$37.77	10-01-5210	Office Supplies	$24,000.00	($1,061.31)
5640840	09/04/14	boxes of pilot pens	09/04/14	$94.45	$94.45	10-01-5210	Office Supplies	$24,000.00	($1,061.31)
5640840	09/04/14	handi-bag waste liner	09/04/14	$139.90	$139.90	10-01-5215	Custodial Supplies	$1,500.00	$533.98
5640840	09/04/14	boxes of kleenexes	09/04/14	$47.94	$47.94	10-01-5215	Custodial Supplies	$1,500.00	$533.98
5640840	09/04/14	13 gal hefty cinchsak	09/04/14	$43.98	$43.98	10-01-5215	Custodial Supplies	$1,500.00	$533.98
5640840	09/04/14	clorox bleach bowl cleaner	09/04/14	$17.94	$17.94	10-01-5215	Custodial Supplies	$1,500.00	$533.98
5640840	09/04/14	purell instant hand sanitizer	09/04/14	$44.90	$44.90	10-01-5215	Custodial Supplies	$1,500.00	$533.98
5520350	09/04/14	cases of Folgers	09/04/14	$39.98	$39.98	10-01-5240	Expendable Operating S	$22,000.00	$619.62
5520350	09/04/14	cases of Folgers Decaf	09/04/14	$24.99	$24.99	10-01-5240	Expendable Operating S	$22,000.00	$619.62
5640840	09/04/14	sweet n low	09/04/14	$13.98	$13.98	10-01-5240	Expendable Operating S	$22,000.00	$619.62
					$993.40				
292	**CITY OF ANGLETON, 121 S. VELASCO, ANGLETON, TX, 77515**								
september14	09/04/14	bcca attendance	09/04/14	$40.00	$40.00	10-01-5101	Administrative Expense	$13,000.00	$4,809.86
					$40.00				
427	**CHAMPION ENERGY SERVICES, P.O. BOX 4190, HOUSTON, TX, 77210-4190**								
b1408300079	09/04/14	electricity	09/04/14	$12.78	$12.78	10-01-5410	Electricity	$12,000.00	$3,033.01
b1408301367	09/04/14	electricity	09/04/14	$18.89	$18.89	10-01-5410	Electricity	$12,000.00	$3,033.01
b1408310256	09/04/14	electricity	09/04/14	$1,074.37	$1,074.37	10-01-5410	Electricity	$12,000.00	$3,033.01
b1408291374	09/04/14	electricity	09/04/14	$13.45	$13.45	10-02-5410	Electricity	$39,000.00	$9,226.37

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
b1408300068	09/04/14	electricity	09/04/14	$246.72	$246.72	10-02-5410	Electricity	$39,000.00	$9,226.37
b1408300070	09/04/14	electricity	09/04/14	$78.53	$78.53	10-02-5410	Electricity	$39,000.00	$9,226.37
b1408300072	09/04/14	electricity	09/04/14	$43.98	$43.98	10-02-5410	Electricity	$39,000.00	$9,226.37
b1408300073	09/04/14	electricity	09/04/14	$30.67	$30.67	10-02-5410	Electricity	$39,000.00	$9,226.37
b1408300076	09/04/14	electricity	09/04/14	$11.24	$11.24	10-02-5410	Electricity	$39,000.00	$9,226.37
b1408300078	09/04/14	electricity	09/04/14	$17.69	$17.69	10-02-5410	Electricity	$39,000.00	$9,226.37
b1408300921	09/04/14	electricity	09/04/14	$23.17	$23.17	10-02-5410	Electricity	$39,000.00	$9,226.37
b1408300075	09/04/14	electricity	09/04/14	$166.80	$166.80	10-07-5410	Electricity	$2,500.00	$682.12
b1408300074	09/04/14	electricity	09/04/14	$182.87	$182.87	10-08-5410	Electricity	$5,400.00	$4,162.26
					$1,921.16				
801	**BROWN, JACK, 6414 PRIMERO, BRAZORIA, TX, 77422**								
september14	09/04/14	reimbursement for tmca dues	09/04/14	$60.00	$60.00	10-06-5660	Dues & Subscriptions	$200.00	$146.00
					$60.00				
1065	**SHERWIN-WILLIAMS, 710 DIXIE DRIVE, CLUTE, TX, 77531**								
0260-8	09/04/14	drop cloth	09/04/14	$3.55	$3.55	10-05-5310	Building & Grounds M&R	$404.00	$159.05
0260-8	09/04/14	sprayer	09/04/14	$11.72	$11.72	10-05-5310	Building & Grounds M&R	$404.00	$159.05
0260-8	09/04/14	plastic	09/04/14	$2.36	$2.36	10-05-5310	Building & Grounds M&R	$404.00	$159.05
0260-8	09/04/14	gallon grey paint	09/04/14	$146.72	$146.72	10-05-5310	Building & Grounds M&R	$404.00	$159.05
0260-8	09/04/14	surface prep	09/04/14	$20.38	$20.38	10-05-5310	Building & Grounds M&R	$404.00	$159.05
0260-8	09/04/14	poly hardener	09/04/14	$46.94	$46.94	10-05-5310	Building & Grounds M&R	$404.00	$159.05
					$231.67				
1068	**COMBINED INSURANCE CO. OF AMERICA, 5277 PAYSPHERE CIRCLE, CHICAGO, IL, 60674**								
391443	09/04/14	insurance	09/04/14	$128.14	$128.14	10-29-2136	Insurance Payable	$0.00	$1,408.13
					$128.14				
1182	**TEXAS DEPARTMENT OF MOTOR VEHICLES, IT SERVICES DIVISION, P.O. BOX 12098, AUSTIN, TX, 78711-2098**								
september14	09/04/14	vehicle registrations	09/04/14	$24.32	$24.32	10-02-5240	Expendable Operating S	$6,000.00	$237.05
					$24.32				
1214	**FREEMAN, MELINDA, 105 ROBIN TRAIL, RICHWOOD, TX, 77531**								
september14	09/04/14	refund of rental	09/04/14	$125.00	$125.00	10-29-4121	Parks & Recreation	$11,000.00	$6,796.50
					$125.00				
		Total Bills To Pay:			**$4,373.62**				

City of Richwood

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
57	**AT&T MOBILITY, PO BOX 6463, CAROL STREAM, IL, 60197-6463**								
september14	09/04/14	telephone	09/04/14	$80.61	$80.61	30-21-5420	Telephone	$2,500.00	$517.83
					$80.61				
58	**CITY OF CLUTE/ACCOUNTANT, PO BOX 997, CLUTE, TX, 77531**								
september14	09/04/14	wastewater 3rd qtr.	09/04/14	$56,252.21	$56,252.21	30-21-5990	Sewage Treatment Plant	$220,000.00	$136,956.43
					$56,252.21				
150	**UTILITY SERVICE CO., INC., PO BOX 674233, DALLAS, TX, 75267-4233**								
348696	09/04/14	contract	09/04/14	$479.17	$479.17	30-21-5935	Equipment - Time Payme	$20,000.00	$2,907.13
					$479.17				
236	**WASTE MANAGEMENT, PO BOX 660585, DALLAS, TX, 75266-0585**								
0447201-1013-7	09/04/14	residential cash	09/04/14	$18,142.62	$18,142.62	30-30-2240	Sanitation Payable	$0.00	($1,406.66)
					$18,142.62				
427	**CHAMPION ENERGY SERVICES, P.O. BOX 4190, HOUSTON, TX, 77210-4190**								
b1408290150	09/04/14	electricity	09/04/14	$9.92	$9.92	30-21-5410	Electricity	$42,000.00	$3,729.83
b1408300067	09/04/14	electricity	09/04/14	$9.43	$9.43	30-21-5410	Electricity	$42,000.00	$3,729.83
b1408300069	09/04/14	electricty	09/04/14	$1,105.93	$1,105.93	30-21-5410	Electricity	$42,000.00	$3,729.83
b1408300071	09/04/14	electricity	09/04/14	$174.21	$174.21	30-21-5410	Electricity	$42,000.00	$3,729.83
b1408300077	09/04/14	electricity	09/04/14	$115.41	$115.41	30-21-5410	Electricity	$42,000.00	$3,729.83
b1408301167	09/04/14	electricity	09/04/14	$450.04	$450.04	30-21-5410	Electricity	$42,000.00	$3,729.83
b1408310273	09/04/14	electricity	09/04/14	$421.24	$421.24	30-21-5410	Electricity	$42,000.00	$3,729.83
					$2,286.18				
		Total Bills To Pay:			**$77,240.79**				

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: September 5, 2014

Subject: Ordinance No. 394 – Call for public hearing of 928.34 acres of land

This ordinance calls for the second public hearing on the proposed annexation. If all goes well, we will be ready to adopt the ordinance to annex the property on September 22nd.

ORDINANCE NO. 394

AN ORDINANCE SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY BY THE CITY OF RICHWOOD, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO PUBLISH NOTICE OF SUCH PUBLIC HEARING.

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

Section 1. On the 15th day of September at six (6) o'clock in the City Council Chamber of the City Hall of the City of Richwood, Texas, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Richwood, Texas, of the following described property, to-wit:

> a 928.34 acre tract in the J.E. Groce 5 League Grant, Abstract 66, Brazoria County, Texas; said 928.34 acre tract being a part of that 4018.17 acre tract described in a deed recorded in Volume 287, page 242 of the deed records of Brazoria County, Texas.

Section 2. The Mayor of the City of Richwood, Texas is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days no less than ten days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

PASSED AND APPROVED this the 8th day of September, 2014

Clint Kocurek, Mayor

ATTEST:

Karen B. Schrom, City Secretary

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: September 5, 2014

Subject: License agreement for Sign for Richwood Landing Apartment, LLC

Attached is a copy of the City's original proposal for the use of the City's easement for the Richwood Landing Apartment's sign. Their attorney has reviewed it and made some proposed changes which have been forwarded to Mr. Cordoba. It is hoped that we will have an agreed upon agreement by Council meeting on Monday.

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

LICENSE AGREEMENT FOR SIGN

General Summary of Terms

Effective Date: ____________________________, 2014

Landowner: City of Richwood, Texas, a Texas home rule municipality

Licensee: Richwood Landing Apartment, LLC

Parties: The Landowner, the Licensee**,** and their respective successors in interest or sometimes collectively referred to herein as the "Parties".

Licensed Premises:

The real property made the basis of this agreement is described as follows: ____ ____ and more specifically as described in Exhibit "A" attached hereto.

Consideration:

Ten Dollars ($10.00) and other good and valuable consideration.

Purpose:

The purpose of this license agreement is to provide Licensee permission to construct and install the sign, which is described in Exhibit "B" attached hereto, on real property owned by Landowner (the "Sign").

Term:

The license for the sign made the basis of this agreement shall be for a term of five (5) years and shall renew for an additional five (5) years at the election of Licensee. Thereafter, this License Agreement may be revoked by a party providing written notice to the other party.

The Agreement

In consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, each of the Parties do hereby grant to the other the License set forth below with respect to the Sign upon the following terms and conditions:

1. **<u>Grant of License</u>:** Landowner hereby gives Licensee the non-exclusive permission to use the Licensed Premises for purposes of installing the Sign during the Term.

2. **<u>Maintenance of Sign</u>:** Licensee will maintain the Sign in good repair and in accordance with all laws, including Landowner's ordinances, and permitting approved by Landowner. In the event Licensee fails to maintain the Sign in good repair, Landowner shall provide Licensee written notice of such failure and twenty (20) days to cure. In the event the repairs and/or maintenance is not completed, Landowner may elect to terminate this license with written notice to Licensee.

3. **<u>Reservations by Landowner</u>**: Landowner reserves the following rights with respect to the Licensed Premises: The right to use the Licensed Premises for all purposes to the extent they are not unreasonably interfere with Licensee's rights hereunder; and the right for the Landowner or its authorized representatives, at any reasonable time, to enter on the Licensed Premises for the purposes of general upkeep of the surrounding property and as necessary for repairs or maintenance of underground pipelines and utilities.

4. **<u>Condition of Licensed Premises</u>**: Licensee acknowledges that it has independently and personally examined and inspected the Licensed Premises and that it has entered into this agreement based upon such examination and inspection. Licensee accepts the Licensed Premises in their present condition, **AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED**.

5. **<u>Right of Relocation</u>**: Licensee agrees that, within sixty (60) days receipt of written notice from Landowner, Licensee will, at its sole cost and expense, effect such necessary changes in the location of the Sign as Landowner may reasonably request.

6. **<u>Indemnification</u>**: **TO THE FULLEST EXTENT PERMITTED BY LAW AND REGARDLESS OF ANY DEGREE OF FAULT, OMISSION OR NEGLIGENCE, OR NEGLIGENCE PER SE OF THE LANDOWNER OR ITS EMPLOYEES, COUNCIL MEMBERS, OR AGENTS (HEREAFTER "INDEMNIFIED PARTIES"), LICENSEE HEREBY ASSUMES ALL LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ALL CLAIMS, FINES, DAMAGES, LIABILITIES, LOSSES, COSTS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COURT COSTS), PENALTIES, AND/OR INJUNCTIVE OBLIGATIONS, WHICH MAY BE SUFFERED OR INCURRED AT ANY TIME BY THE INDEMNIFIED PARTIES, ON ACCOUNT OF INJURIES TO OR DEATH OF ANY PERSONS, DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, AND/OR** ANY **VIOLATION OF ANY APPLICABLE LAW, RULE, REGULATION, OR ORDER OF ANY GOVERMENTAL ENTITY, CAUSED BY, RESULTING FROM, OR ARISING OUT OF THE CONSTRUCTION, OPERATION, MAINTENANCE (AND FAILURE TO MAINTAIN), REPAIR (AND FAILURE TO REPAIR),**

REPLACEMENT, REMOVAL AND USE OF THE SIGN AND/OR ANY RELATED EQUIPMENT AND APPURTENANCES, OR THE RIGHTS GRANTED HEREIN.

7. **Removal of Sign Upon Termination of License:** Within thirty (30) days of termination of this license for any reason, Licensee shall, at Licensee's sole risk, cost and expense, remove the Sign from the Licensed Premises and restore the Licensed Premises as close as possible to their original condition. Should Licensee fail to timely remove the Sign, the Landowner, without any obligation to do so, may commence to remove the Sign and seek reimbursement of the costs associated therewith from Licensee, which shall be payable by Licensee on demand.

8. **Remedies on Default**: Should Licensee become in default of this agreement or be found in violation of any ordinance of Landowner or any other law, Landowner may revoke this agreement and the license after written notice to Licensee and twenty (20) days to cure.

9. **Texas Law to Apply:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

10. **Prior Agreements Superseded**: This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. The parties specifically disclaim reliance on any prior representations or discussions in entering into this agreement.

11. **Attorney's Fees**: Should Landowner have to bring any action for the enforcement of this agreement and prevail, Landowner will be entitled to recover reasonable attorney’s fees from Licensee.

12. **Notice**: Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received no later than the third (3rd) day following deposit of such notice, postage prepaid, certified mail, in an official depository of the United States Postal Service, addressed as follows:

Landowner:

City of Richwood
Attn: Glenn Patton, City Manager
1800 North Brazosport Blvd,
Richwood, TX 77531

Licensee: Richwood Landing Apartment, LLC

____

13. <u>Time of Essence:</u> Time is of the essence in this agreement.

14. <u>Assignment</u>: This agreement shall not be assignable by Licensee unless consented to in writing by Landowner.

LANDOWNER:
City of Richwood

____
By: Clint Kocurek, Mayor

LICENSEE:
Richwood Landing Apartment, LLC

By:______________________________
Printed Name: ______________________
Title: ____________________________

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of ____________________, **2014,** by **Clint Kocurek in his capacity as Mayor of the City of Richwood.**

____
Notary Public, State of Texas

THE STATE OF ____________ §
COUNTY OF ________________ §

This instrument was acknowledged before me on the _____ day of _________________, **2014,** by the Licensee, ____**.**

____
Notary Public

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2014. Ballots received after September 30, 2014, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 1

☐ **Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City and Woodway. He has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board.

WRITE IN CANDIDATE:

____

PLACE 2

☐ **John W. Fullen** (Incumbent). Commissioner, Henderson Housing Authority (Region 15) since 2011. Mr. Fullen served as Mayor of the City of Henderson from 2004 to 2012, and currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010.

WRITE IN CANDIDATE:

____

PLACE 3

☐ **George Shackelford**. City Manager for Tomball (region 14) since 2010. He has served the past 30 years either as City Manager or Administrative Assistant for the cities of Canyon, Littlefield, Port Lavaca, Texarkana and Liberty. He has also served on the Texas City Management Association (TCMA) Board, numerous TCMA and regional committees, and as the TCMA representative to the TML Board. Mr. Shackelford is a 30-year member of the ICMA.

WRITE IN CANDIDATE:

____

PLACE 4

☐ **Peter Vargas** (Incumbent). City Manager, City of Allen (Region 13) since 1999. Mr. Vargas received the 2010 Public Administrator of the Year Award from the North Texas American Society for Public Administration. He has been in public service since 1978. Mr. Vargas has been a Board member of the TML Intergovernmental Risk Pool since 2011 and is currently serving as Chair of its Underwriting Committee.

☐ **Rona Stringfellow**. Assistant City Manager, City of Lancaster (Region 13), serving in Lancaster since 2004, initially as a Planner. Ms. Stringfellow also served as a Long Range Planner for the City of McKinney. She is a member of TCMA, ICMA, North Texas City Managers Association, Greater Dallas Planning Council, American Planning Association, American Institute of Certified Planners and National Forum for Black Public Administrators.

WRITE IN CANDIDATE:

____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this ________ day of ________________________, 2014.

____________________________ ____________________________

Signature of Authorized Official Title

____

Printed Name of Authorized Official

____

Printed name of Political Entity