AGENDA

RICHWOOD CITY COUNCIL

Regular Meeting, Monday, February 24, 2014
Richwood City Hall
1800 N. Brazosport Blvd.
Richwood, TX 77531
6:00 PM

I. CALL TO ORDER
Time: 6:00 p.m.

II. INVOCATION
Opening Prayer - Glenn Patton, City Manager

III. PLEDGES OF ALLEGIANCE
Pledge of Allegiance & Texas Pledge

IV. ROLL CALL OF COUNCIL MEMBERS

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.

VI. CONSENT AGENDA

A. Approval of Minutes of Previous Meetings

1. February 10, 2014 — 3

B. Payment of bills — 7

VII. DISCUSSION AND ACTION ITEMS

A. Proclamation - Proclaiming February 25th as Keep Richwood Beautiful Day in Richwood — 18
In recognition of their winning an Affiliate Award at the national level

B. FY 13 Audit Presentation

C. Applications for Keep Richwood Beautiful — 19

D. Applications for Parks and Recreation — 20

E. Rental of space on water tower by SurfsideTX.net — 22
To provide internet access to the surrounding areas

F. Amend Personnel Policy — 28

G. City Holiday Schedule — 30

VIII. REPORTS
Reports that require no action.

A. Review of Open House Agenda

IX. CITY MANAGER’S REPORT

X. FUTURE AGENDA ITEMS

XI. COMMITTEE REPORTS

XII. COUNCIL MEMBER COMMENTS & REPORTS

XIII. MAYOR'S REPORT

A. BCCA

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

Minutes of Regular Meeting

City Council
City of Richwood

A Regular Meeting of the Board of Trustees of City of Richwood was held Monday, February 10, 2014, 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 Glenn Patton, City Manager.

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
Paul Raymond, Council, Position #1
John Pitts Council, Position #2 and Mayor Pro Tem
Morgan Laird, Council, Position #4
Donna Lacy, Council, Position #5

Absent:

Jarrod Beaty, Council, Position #3

A quorum was declared.   Others present included Glenn Patton, City Manager, Karen B. Schrom, City Secretary, Tim and Sherri Seidler, Ronnie Martin and Alan Simon.

V. ANYONE WISHING TO ADDRESS COUNCIL

There was no one who wished to address Council on matters not on the agenda.

VI. CONSENT AGENDA

On motion by Councilman Laird, seconded by Council Raymond, with all members present voting aye, it was duly adopted to approve the items on the Consent Agenda as presented.

A. Approval of Minutes of Previous Meetings

1. January 27, 2014

B. Payment of bills

VII. DISCUSSION AND ACTION ITEMS

A. Opening a new Lion's Club in Richwood

Ronnie Martin, District Governor, grew up in Clute. He needs 20 members to set up a Lion's Club in Richwood and would like Council's help. The Lion's Club International has a program set up for disaster assistance. After Ike, Richwood was not eligible because they didn't have a Lion's Club. They are the largest service organization in the world. It costs $30 to join and then $10 a month. They will set up a booth at the Open House.

B. Joint Election Agreement and Contract for Election Services

On motion by Councilman Pitts, seconded by Councilman Laird, with all members present voting aye, it was duly adopted to approve the Joint Election Agreement and Contract for Election Services as presented.

C. Variance Request - Lot 10B, 2000 Block Brazosport Blvd. N.

Mr. Patton explained that the Seidler's wished to sell the individual buildings currently located at Lot 10B, 2000 Block of Brazosport Blvd. He started out with 1 building and then added more. This is the best fix for a problem that is partially our fault. If he chooses to build any more or expand, he must put in the drainage facilities.

On motion by Councilman Raymond, seconded by Councilman Pitts, with all members present voting aye, the variance request was approved as presented.

D. Open House - March 1

Mr. Martin will set up a booth for the Lion's Club, as will the City's Committees. A short ceremony is scheduled for 10 am. City employees will be present to answer any questions. A survey and a suggestion box will be available for citizen input. The event will be advertised in the paper, Facebook, the City's website, on Blackboard Connect and a banner will be outside of City Hall.

VIII. **REPORTS**

A. Review of City Goals Progress for 2013-2014

This item was passed over.

B. Finance Report

67% remaining is par for the period ending 01/31/14. Administration, Streets & Drainage, Fire Department and Parks and Recreation are currently over par.

IX. **CITY MANAGER'S REPORT**

Mr. Patton reported that Zeus was not producing like they wanted him too. He was not responding as well to Kevin Nutt as was hoped. We are now on our 3rd dog – Emby and he is working out very well. Hopefully we will have the dog in a couple of weeks.

The artwork is hung in the lobby and it's the work of 2 local artists. They plan on rotating the artwork every couple of months. It is a very good answer for the lobby and they are interested in supplying the Council Chambers with art as well.

X. **FUTURE AGENDA ITEMS**

KRB proclamation
KRB applications

XI. **COMMITTEE REPORTS**

There were no committee reports.

XII. **COUNCIL MEMBER COMMENTS & REPORTS**

There were no Council members comments and reports.

XIII. **MAYOR'S REPORT**

A. Richwood BCCA
The City of Richwood is hosting BCCA in March, 2014, so we need to start preparing. The Center has been booked for March 19th for the meeting and El Toro will be catering. Ronnie Woodruff, BWA General Manager, will be our speaker.

B. BCCA
City of Quintana
Freeport River Place
February 19th

XIV. **ADJOURNMENT**

With no further business to discuss, the meeting was adjourned at 6:25 p.m.

APPROVED BY A MAJORITY VOTE OF COUNCIL ON FEBRUARY 24, 2013.

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Clint Kocurek, Mayor

ATTEST:

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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
1156	**CORKY'S CARPORT'S, , , ,**								
FEBRUARY14	02/10/14	down payment for carport	02/10/14	$613.50	$613.50	10-29-1119	Due from Replacment	$0.00	($769.51)
					$613.50				
		Total Bills To Pay:			**$613.50**				

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
8	**AFLAC INSURANCE, 1932 WYNNTON ROAD, COLUMBUS, GA, 31999-0797**								
520273	02/13/14	insurance	02/13/14	$143.16	$143.16	10-29-2136	Insurance Payable	$0.00	$1,307.01
					$143.16				
19	**AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414**								
february14--02	02/13/14	telephone	02/13/14	$162.81	$162.81	10-05-5420	Telephone	$6,000.00	$3,628.08
february14--01	02/13/14	telephone	02/13/14	$47.19	$47.19	10-07-5420	Telephone	$1,200.00	$598.29
					$210.00				
54	**CENTERPOINT ENERGY, PO BOX 4981, HOUSTON, TX, 77210-4981**								
february14-2	02/13/14	natural gas	02/13/14	$220.15	$220.15	10-01-5430	Natural Gas	$1,500.00	$1,321.31
february14-1	02/13/14	natural gas	02/13/14	$16.68	$16.68	10-02-5430	Natural Gas	$500.00	$402.53
feburary14-3	02/13/14	natural gas	02/13/14	$15.86	$15.86	10-02-5430	Natural Gas	$500.00	$402.53
february14-3	02/13/14	natural gas	02/13/14	$18.05	$18.05	10-07-5430	Natural Gas	$750.00	$696.83
					$270.74				
90	**FACTS, THE, PO BOX 549, CLUTE, TX, 77531**								
1108103	02/13/14	legals	02/13/14	$290.00	$290.00	10-01-5685	Publishing & Advertising	$5,000.00	$3,009.98
					$290.00				
127	**MALONE, DON, , , ,**								
february14-	02/13/14	inspections	02/13/14	$100.00	$100.00	10-02-5695	Special Services - Miscell	$2,000.00	($775.00)
					$100.00				
130	**MATULA & MATULA CONSTRUCTION, 122 WEST WAY SUITE 325, LAKE JACKSON, TX, 77566**								
2011-757	02/13/14	demolition of 215 halbert	02/13/14	$8,910.00	$8,910.00	10-29-1119	Due from Replacment	$0.00	($1,383.01)
					$8,910.00				
131	**MAURO & CORDOBA, P.L.L.C., 208 PARKING WAY, LAKE JACKSON, TX, 77566**								
30787	02/13/14	attorney	02/13/14	$90.00	$90.00	10-01-5570	Attorney's Fees	$25,000.00	$19,712.50
30791	02/13/14	attorney	02/13/14	$597.50	$597.50	10-05-5570	Attorney's Fees	$250.00	($477.50)
30788	02/13/14	attorney	02/13/14	$392.40	$392.40	10-06-5570	Attorney's Fees	$7,000.00	$4,796.90
30792	02/13/14	attorney	02/13/14	$795.00	$795.00	10-06-5570	Attorney's Fees	$7,000.00	$4,796.90
					$1,874.90				
132	**MCCOY'S BUILDING SUPPLY, PO BOX 1362, SAN MARCOS, TX, 78667**								
1381428	02/13/14	ballast	02/13/14	$64.05	$64.05	10-02-5310	Building & Grounds M&R	$1,000.00	$891.64
1381495	02/13/14	bags of concrete for k-9 pad	02/13/14	$96.38	$96.38	10-04-5296	K-9 Unit	$0.00	($75.00)
1381124	02/13/14	keys for fleet vehicles	02/13/14	$3.58	$3.58	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
1381262	02/13/14	1/4-20x1/2 cap bolts	02/13/14	$10.00	$10.00	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
1381262	02/13/14	1/2 #8 sds hwh xl-100	02/13/14	$4.79	$4.79	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
1381528	02/13/14	keys	02/13/14	$6.57	$6.57	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
1381528	02/13/14	key ring	02/13/14	$0.99	$0.99	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
					$186.36				

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
136	**MOORE SUPPLY, PO BOX 973109, DALLAS, TX, 75397-3109**								
s143079765-001	02/13/14	dearborn grab bars 42"	02/13/14	$63.15	$63.15	10-01-5310	Building & Grounds M&R	$15,000.00	$7,070.85
					$63.15				
155	**QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600**								
9260510	02/13/14	supplies	02/13/14	$55.67	$55.67	10-01-5210	Office Supplies	$24,000.00	$9,261.79
9257667	02/13/14	supplies	02/13/14	$107.96	$107.96	10-06-5120	Unemployment Insuranc	$750.00	$591.97
					$163.63				
156	**R & M TELEPHONE SERVICE, 108 THAT WAY, LAKE JACKSON, TX, 77566**								
41103	02/13/14	install new pri module	02/13/14	$1,947.00	$1,947.00	10-01-5310	Building & Grounds M&R	$15,000.00	$7,070.85
					$1,947.00				
183	**T.J.'S LUBE STOP, 125 DIXIE DRIVE, SUITE A, CLUTE, TX, 77531**								
139287	02/13/14	oil change 2013 f-250	02/13/14	$55.48	$55.48	10-02-5340	Vehicle M&R	$4,000.00	$2,465.58
139288	02/13/14	state inspection	02/13/14	$39.75	$39.75	10-02-5340	Vehicle M&R	$4,000.00	$2,465.58
139234	02/13/14	oil change units 742,743	02/13/14	$87.48	$87.48	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
					$182.71				
185	**TX CHILD SUPPORT SDU, PO BOX 659791, SAN ANTONIO, TX, 78265-9791**								
february14	02/13/14	child support	02/13/14	$289.00	$289.00	10-29-2138	Child Support Payable	$0.00	($15.00)
					$289.00				
201	**COMCAST, PO BOX 660618, DALLAS, TX, 75266-0618**								
february14	02/13/14	internet	02/13/14	$103.64	$103.64	10-07-5420	Telephone	$1,200.00	$598.29
					$103.64				
281	**MES, DEPOSITORY ACCOUNT, 75 REMITTANCE DRIVE SUITE # 3135, CHICAGO, IL, 60675**								
00487462-snv	02/13/14	removable wrist strap	02/13/14	$64.00	$64.00	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	assembly hose, hud socket	02/13/14	$437.00	$437.00	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	strap, guage retaining	02/13/14	$8.60	$8.60	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	battery separator	02/13/14	$23.40	$23.40	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	battery board	02/13/14	$284.00	$284.00	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	battery post	02/13/14	$7.80	$7.80	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	flow test	02/13/14	$440.00	$440.00	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	fuel charge	02/13/14	$35.00	$35.00	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	labor	02/13/14	$162.50	$162.50	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00487462-snv	02/13/14	thrust washer	02/13/14	$2.70	$2.70	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00488003-snv	02/13/14	packing preformed	02/13/14	$19.20	$19.20	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
00488003-snv	02/13/14	hydrotest cylinder	02/13/14	$162.00	$162.00	10-07-5365	Other Equipment M&R	$1,000.00	($476.50)
					$1,646.20				
427	**CHAMPION ENERGY SERVICES, P.O. BOX 4190, HOUSTON, TX, 77210-4190**								
b1402042044	02/13/14	electricity	02/13/14	$19.15	$19.15	10-02-5410	Electricity	$45,000.00	$35,488.36

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
					$19.15				
492	**TML INTERGOVERNMENTAL RISK POOL, P.O. BOX 388, SAN ANTONIO, TX, 78292-0388**								
6979	02/13/14	insurance	02/13/14	$6.71	$6.71	10-01-5110	Workmen's Compensatio	$400.00	($18.18)
6979	02/13/14	insurance	02/13/14	$23.39	$23.39	10-02-5110	Workmen's Compensatio	$4,100.00	$1,089.28
6979	02/13/14	insurance	02/13/14	$512.26	$512.26	10-05-5110	Workmen's Compensatio	$11,500.00	$2,404.84
6979	02/13/14	insurance	02/13/14	$4.00	$4.00	10-06-5110	Workmen's Compensatio	$300.00	$21.21
6979	02/13/14	insurance	02/13/14	$335.25	$335.25	10-07-5110	Workmen's Compensatio	$300.00	$103.31
					$881.61				
729	**DIGITAL-ALLY, P.O. BOX 413183, KANSAS CITY, MO, 64141-3183**								
1063004	02/13/14	shipping	02/13/14	$10.00	$10.00	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
1063004	02/13/14	interface box	02/13/14	$400.00	$400.00	10-05-5340	Vehicle M&R	$10,300.00	$6,582.70
21220141svc	02/13/14	vault server software	02/13/14	$1,595.00	$1,595.00	10-29-1119	Due from Replacment	$0.00	($1,383.01)
21220141svc	02/13/14	server software	02/13/14	$1,495.00	$1,495.00	10-29-1119	Due from Replacment	$0.00	($1,383.01)
21220141svc	02/13/14	outdoor access point	02/13/14	$265.50	$265.50	10-29-1119	Due from Replacment	$0.00	($1,383.01)
21220141svc	02/13/14	kit assembly	02/13/14	$2,142.00	$2,142.00	10-29-1119	Due from Replacment	$0.00	($1,383.01)
					$5,907.50				
753	**BEARS RECYCLING, P.O. BOX 35, CLUTE, TX, 77531**								
71942	02/13/14	dumpster rental	02/13/14	$108.50	$108.50	10-02-5245	Dump Charges	$2,500.00	$2,191.50
72024	02/13/14	dump charges	02/13/14	$380.00	$380.00	10-02-5245	Dump Charges	$2,500.00	$2,191.50
					$488.50				
1061	**PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP, 1235 NORTH LOOP WEST, SUITE 600, HOUSTON, TX, 77008**								
ivc00020420	02/13/14	attorney fees	02/13/14	$788.12	$788.12	10-29-2140	Municipal Court Costs	$0.00	($30,400.88)
					$788.12				
1157	**COMCAST, , , ,**								
28388415	02/13/14	telephone	02/13/14	$120.99	$120.99	10-01-5420	Telephone	$2,500.00	$1,698.58
28388415	02/13/14	telephone	02/13/14	$260.75	$260.75	10-05-5420	Telephone	$6,000.00	$3,628.08
					$381.74				

Total Bills To Pay: **$24,847.11**

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
42	**BRAZOSPORT WATER AUTHORITY, 1251 FM 2004, LAKE JACKSON, TX, 77566**								
07-0395	02/13/14	contract	02/13/14	$13,987.20	$13,987.20	30-21-5995	Brazosport Water Authori	$160,000.00	$118,489.60
					$13,987.20				
131	**MAURO & CORDOBA, P.L.L.C., 208 PARKING WAY, LAKE JACKSON, TX, 77566**								
30789	02/13/14	attorney	02/13/14	$2,451.60	$2,451.60	30-21-5570	Attorney's Fees	$0.00	$0.00
					$2,451.60				
160	**RICHWOOD V.F.D., , , ,**								
february14	02/13/14	contributions for january	02/13/14	$1,142.21	$1,142.21	30-30-2241	Fire Department Donatio	$0.00	($1,153.65)
					$1,142.21				
161	**RICHWOOD BEAUTIFICATION, , , ,**								
february14	02/13/14	contributions for january	02/13/14	$1,121.00	$1,121.00	30-30-2242	Beautification Donations	$0.00	($1,105.99)
					$1,121.00				
427	**CHAMPION ENERGY SERVICES, P.O. BOX 4190, HOUSTON, TX, 77210-4190**								
b1402030171	02/13/14	electricity	02/13/14	$12.08	$12.08	30-21-5410	Electricity	$42,000.00	$28,110.32
b1402040566	02/13/14	electricity	02/13/14	$390.94	$390.94	30-21-5410	Electricity	$42,000.00	$28,110.32
b1402040567	02/13/14	electricity	02/13/14	$224.01	$224.01	30-21-5410	Electricity	$42,000.00	$28,110.32
b1402040568	02/13/14	electricity	02/13/14	$887.42	$887.42	30-21-5410	Electricity	$42,000.00	$28,110.32
					$1,514.45				
492	**TML INTERGOVERNMENTAL RISK POOL, P.O. BOX 388, SAN ANTONIO, TX, 78292-0388**								
6979--01	02/13/14	insurance	02/13/14	$23.39	$23.39	30-21-5110	Workmen's Compensatio	$3,500.00	$489.28
					$23.39				
1157	**COMCAST, , , ,**								
28388415--01	02/13/14	telephone	02/13/14	$47.40	$47.40	30-21-5420	Telephone	$2,500.00	$1,736.48
					$47.40				
		Total Bills To Pay:			**$20,287.25**				

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
122	**LAWMAN'S UNIFORM & EQUIPMENT, 5814 MILWEE BLDG. A, HOUSTON, TX, 77092**								
36349	02/20/14	shipping	02/20/14	$8.25	$8.25	10-05-5190	Uniforms	$2,500.00	$1,808.90
36349	02/20/14	trousers	02/20/14	$89.90	$89.90	10-05-5190	Uniforms	$2,500.00	$1,808.90
					$98.15				
127	**MALONE, DON, , , ,**								
february14-1	02/20/14	inspections	02/20/14	$175.00	$175.00	10-02-5695	Special Services - Miscell	$2,000.00	($875.00)
					$175.00				
135	**MONROE ADVERTISING, 1600 B'PORT BLVD, #2, RICHWOOD, TX, 77531**								
007856	02/20/14	open house banner	02/20/14	$150.00	$150.00	10-01-5101	Administrative Expense	$6,000.00	($949.26)
					$150.00				
152	**BUSINESS CARD, PO BOX 15796, WILMINGTON, DE, 19886-5710**								
554328640140006	02/20/14	Elected Officials Conference	02/20/14	$195.00	$195.00	10-01-5101	Administrative Expense	$6,000.00	($949.26)
554328640150000	02/20/14	D Lacy	02/20/14	$195.00	$195.00	10-01-5101	Administrative Expense	$6,000.00	($949.26)
551315840130915	02/20/14	software	02/20/14	$108.24	$108.24	10-01-5210	Office Supplies	$24,000.00	$9,206.12
554328640330000	02/20/14	supplies	02/20/14	$87.55	$87.55	10-01-5210	Office Supplies	$24,000.00	$9,206.12
555418640150040	02/20/14	supplies	02/20/14	$161.29	$161.29	10-01-5210	Office Supplies	$24,000.00	$9,206.12
554328640210003	02/20/14	postage	02/20/14	$24.99	$24.99	10-01-5240	Expendable Operating S	$12,000.00	$5,362.11
554887240240831	02/20/14	email	02/20/14	$9.95	$9.95	10-01-5240	Expendable Operating S	$12,000.00	$5,362.11
555418640150040	02/20/14	postage	02/20/14	$100.00	$100.00	10-01-5240	Expendable Operating S	$12,000.00	$5,362.11
555418640250040	02/20/14	postage	02/20/14	$200.00	$200.00	10-01-5240	Expendable Operating S	$12,000.00	$5,362.11
554328640230002	02/20/14	wall brackets for handrails	02/20/14	$95.68	$95.68	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640230002	02/20/14	#10 screws and anchors	02/20/14	$15.96	$15.96	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640230002	02/20/14	hand rails for council chamber	02/20/14	$79.52	$79.52	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640230002	02/20/14	box of #8 wood screws	02/20/14	$5.58	$5.58	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640230002	02/20/14	snap screws	02/20/14	$8.34	$8.34	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640290005	02/20/14	pulls	02/20/14	$5.91	$5.91	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640290005	02/20/14	5 tier shelve	02/20/14	$48.98	$48.98	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640290005	02/20/14	door stops	02/20/14	$8.54	$8.54	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640290005	02/20/14	lone star knobs	02/20/14	$15.16	$15.16	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640290005	02/20/14	all thread	02/20/14	$1.12	$1.12	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554328640290005	02/20/14	epoxy	02/20/14	$4.88	$4.88	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554838240350910	02/20/14	wall mount for tv	02/20/14	$39.96	$39.96	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
554838240350910	02/20/14	hdtv for security monitor	02/20/14	$228.00	$228.00	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
851405140199000	02/20/14	gallery hangers	02/20/14	$201.99	$201.99	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
052595840305000	02/20/14	small hand shovel	02/20/14	$9.27	$9.27	10-02-5220	Tools	$1,000.00	$138.36
052595840305000	02/20/14	large hand shovel	02/20/14	$4.63	$4.63	10-02-5220	Tools	$1,000.00	$138.36
252478040270008	02/20/14	38mm combo wrench	02/20/14	$42.12	$42.12	10-02-5220	Tools	$1,000.00	$138.36
554328640240006	02/20/14	18 in. 1/2 flxhd cr	02/20/14	$24.97	$24.97	10-02-5220	Tools	$1,000.00	$138.36
554328640240006	02/20/14	1/2 inch ratchet	02/20/14	$32.97	$32.97	10-02-5220	Tools	$1,000.00	$138.36

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
554996740212060	02/20/14	ear muffs	02/20/14	$19.99	$19.99	10-02-5220	Tools	$1,000.00	$138.36
554996740322060	02/20/14	48" point shovel	02/20/14	$14.99	$14.99	10-02-5220	Tools	$1,000.00	$138.36
554996740322060	02/20/14	16" drain spade	02/20/14	$49.98	$49.98	10-02-5220	Tools	$1,000.00	$138.36
051404840211200	02/20/14	diesel	02/20/14	$54.84	$54.84	10-02-5230	Gas, Oil, & Lubricants	$9,000.00	$5,317.62
051404840211200	02/20/14	diesel	02/20/14	$49.03	$49.03	10-02-5230	Gas, Oil, & Lubricants	$9,000.00	$5,317.62
051404840211200	02/20/14	fuel	02/20/14	$54.03	$54.03	10-02-5230	Gas, Oil, & Lubricants	$9,000.00	$5,317.62
054101940340800	02/20/14	hydralic oil	02/20/14	$110.56	$110.56	10-02-5230	Gas, Oil, & Lubricants	$9,000.00	$5,317.62
854281440039800	02/20/14	6 pk of 2 cycle oil	02/20/14	$16.20	$16.20	10-02-5230	Gas, Oil, & Lubricants	$9,000.00	$5,317.62
052595840305000	02/20/14	key for chlorine rooms	02/20/14	$8.00	$8.00	10-02-5240	Expendable Operating S	$3,000.00	$2,280.48
554328640260003	02/20/14	snapscrew mini	02/20/14	$6.48	$6.48	10-02-5240	Expendable Operating S	$3,000.00	$2,280.48
554996740292060	02/20/14	48" t 32w bulb	02/20/14	$15.98	$15.98	10-02-5310	Building & Grounds M&R	$1,000.00	$827.59
554996740292060	02/20/14	48" t8 32w bulb	02/20/14	$13.98	$13.98	10-02-5310	Building & Grounds M&R	$1,000.00	$827.59
554996740292060	02/20/14	fan bulb 60w	02/20/14	$2.79	$2.79	10-02-5310	Building & Grounds M&R	$1,000.00	$827.59
054101940280800	02/20/14	fuel pump	02/20/14	$105.04	$105.04	10-02-5340	Vehicle M&R	$4,000.00	$2,370.35
851834140299000	02/20/14	running boards for pw truck	02/20/14	$399.99	$399.99	10-02-5340	Vehicle M&R	$4,000.00	$2,370.35
851405140339000	02/20/14	case repack kit	02/20/14	$190.18	$190.18	10-02-5365	Other Equipment M&R	$4,000.00	$3,540.80
851405140339000	02/20/14	enviro fee	02/20/14	$3.81	$3.81	10-02-5365	Other Equipment M&R	$4,000.00	$3,540.80
851405140339000	02/20/14	labor	02/20/14	$150.00	$150.00	10-02-5365	Other Equipment M&R	$4,000.00	$3,540.80
054368440075000	02/20/14	Court - computer	02/20/14	$722.61	$722.61	10-04-5294	Expenditures - Court Tec	$0.00	($1,077.74)
054368440266000	02/20/14	business lunch with tx rapid response k-9	02/20/14	$63.42	$63.42	10-04-5296	K-9 Unit	$0.00	($171.38)
554328640140008	02/20/14	dog kennel	02/20/14	$359.00	$359.00	10-04-5296	K-9 Unit	$0.00	($171.38)
855049940239000	02/20/14	shipping	02/20/14	$12.00	$12.00	10-05-5220	Tools	$1,500.00	$1,359.99
855049940239000	02/20/14	blood kits	02/20/14	$66.00	$66.00	10-05-5220	Tools	$1,500.00	$1,359.99
054101940127412	02/20/14	shipping for night vision equipment	02/20/14	$56.88	$56.88	10-05-5240	Expendable Operating S	$1,500.00	$452.81
054101940139419	02/20/14	cp f/plg-bnc jack	02/20/14	$7.99	$7.99	10-05-5240	Expendable Operating S	$1,500.00	$452.81
054368440355000	02/20/14	label kit	02/20/14	$20.49	$20.49	10-05-5240	Expendable Operating S	$1,500.00	$452.81
054368440355000	02/20/14	hanging folders	02/20/14	$8.00	$8.00	10-05-5240	Expendable Operating S	$1,500.00	$452.81
554838240180910	02/20/14	100 pack of dvd-r	02/20/14	$34.88	$34.88	10-05-5240	Expendable Operating S	$1,500.00	$452.81
554838240350910	02/20/14	extension cord	02/20/14	$18.97	$18.97	10-05-5240	Expendable Operating S	$1,500.00	$452.81
554295040158494	02/20/14	shipping	02/20/14	$6.85	$6.85	10-05-5340	Vehicle M&R	$10,300.00	$6,059.29
554295040158494	02/20/14	tenergy propel cr123#v battery	02/20/14	$28.80	$28.80	10-05-5340	Vehicle M&R	$10,300.00	$6,059.29
054368440315000	02/20/14	sharpie pens	02/20/14	$3.58	$3.58	10-06-5210	Office Supplies	$5,193.00	$2,921.38
054368440315000	02/20/14	hp61xl ink cartridge	02/20/14	$14.49	$14.49	10-06-5210	Office Supplies	$5,193.00	$2,921.38
054368440315000	02/20/14	hp61xl ink cartridge	02/20/14	$28.99	$28.99	10-06-5210	Office Supplies	$5,193.00	$2,921.38
054368440315000	02/20/14	ink pad w/ refill bottle	02/20/14	$6.29	$6.29	10-06-5210	Office Supplies	$5,193.00	$2,921.38
054368440315000	02/20/14	tax	02/20/14	$4.40	$4.40	10-06-5210	Office Supplies	$5,193.00	$2,921.38
555003640232060	02/20/14	annotated transportation code	02/20/14	$29.00	$29.00	10-06-5210	Office Supplies	$5,193.00	$2,921.38
555003640232060	02/20/14	shipping	02/20/14	$16.00	$16.00	10-06-5210	Office Supplies	$5,193.00	$2,921.38
555003640232060	02/20/14	legislative update	02/20/14	$18.00	$18.00	10-06-5210	Office Supplies	$5,193.00	$2,921.38
555003640232060	02/20/14	code of criminal procedure	02/20/14	$38.00	$38.00	10-06-5210	Office Supplies	$5,193.00	$2,921.38
555003640232060	02/20/14	penal code	02/20/14	$32.00	$32.00	10-06-5210	Office Supplies	$5,193.00	$2,921.38

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
054368440305000	02/20/14	fabuloso	02/20/14	$33.83	$33.83	10-08-5215	Custodial Supplies	$600.00	$185.08
					$4,851.94				
155	**QUILL CORPORATION, PO BOX 37600, PHILADELPHIA, PA, 91901-0600**								
9442334	02/20/14	credit card paper	02/20/14	$34.10	$34.10	10-01-5210	Office Supplies	$24,000.00	$9,206.12
9502805	02/20/14	supplies	02/20/14	$48.71	$48.71	10-01-5210	Office Supplies	$24,000.00	$9,206.12
					$82.81				
427	**CHAMPION ENERGY SERVICES, P.O. BOX 4190, HOUSTON, TX, 77210-4190**								
b1402122201	02/20/14	electricity	02/20/14	$129.73	$129.73	10-02-5410	Electricity	$45,000.00	$35,469.21
b1402122202	02/20/14	electricity	02/20/14	$539.64	$539.64	10-02-5410	Electricity	$45,000.00	$35,469.21
b1402122203	02/20/14	electricity	02/20/14	$1,638.86	$1,638.86	10-02-5410	Electricity	$45,000.00	$35,469.21
b1402122204	02/20/14	electricity	02/20/14	$41.70	$41.70	10-02-5410	Electricity	$45,000.00	$35,469.21
b1402122205	02/20/14	electricity	02/20/14	$13.70	$13.70	10-02-5410	Electricity	$45,000.00	$35,469.21
b1402130621	02/20/14	electricity	02/20/14	$51.79	$51.79	10-02-5410	Electricity	$45,000.00	$35,469.21
b1402130638	02/20/14	electricity	02/20/14	$62.14	$62.14	10-02-5410	Electricity	$45,000.00	$35,469.21
					$2,477.56				
514	**P C CARE, 221 PARKING WAY, LAKE JACKSON, TX, 77566**								
67791	02/20/14	backup service	02/20/14	$99.95	$99.95	10-01-5210	Office Supplies	$24,000.00	$9,206.12
67859	02/20/14	computer repair	02/20/14	$165.00	$165.00	10-01-5210	Office Supplies	$24,000.00	$9,206.12
67912	02/20/14	computer repair	02/20/14	$80.00	$80.00	10-01-5210	Office Supplies	$24,000.00	$9,206.12
					$344.95				
884	**U. S. BANCORP EQUIPMENT FINANCE, INC., P.O. BOX 790448, ST. LOUIS, MO, 63179-0448**								
247089865	02/20/14	copier	02/20/14	$302.98	$302.98	10-01-5935	Equipment - Time Payme	$4,500.00	$2,659.71
247089865	02/20/14	copier	02/20/14	$64.66	$64.66	10-04-5294	Expenditures - Court Tec	$0.00	($1,077.74)
					$367.64				
923	**CANCINO, ALBERT, 206 SAN SABA, RICHWOOD, TX, 77531**								
75	02/20/14	msi deforce graphics card	02/20/14	$71.42	$71.42	10-05-5365	Other Equipment M&R	$2,000.00	$647.22
75	02/20/14	labor for computer maint	02/20/14	$50.00	$50.00	10-05-5365	Other Equipment M&R	$2,000.00	$647.22
					$121.42				
1061	**PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP, 1235 NORTH LOOP WEST, SUITE 600, HOUSTON, TX, 77008**								
ivc00020540	02/20/14	attorney fees	02/20/14	$381.60	$381.60	10-29-2140	Municipal Court Costs	$0.00	($32,941.69)
					$381.60				
1082	**MOTLEY, CHRISTOPHER D., 107 CREEKWOOD, FREEPORT, TX, 77541**								
488677	02/20/14	Fire & Safety Inspections	02/20/14	$237.50	$237.50	10-07-5240	Expendable Operating S	$0.00	($76.25)
488683	02/20/14	Fire & Safety Inspections	02/20/14	$75.00	$75.00	10-07-5240	Expendable Operating S	$0.00	($76.25)
					$312.50				
1085	**GREATER HOUSTON OFFICE PRODUCTS, PO BOX 899, LEAGUE CITY, TX, 77574**								
61991-0	02/20/14	paper	02/20/14	$188.95	$188.95	10-01-5210	Office Supplies	$24,000.00	$9,206.12

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
					$188.95				
1091	**SIGN A RAMA, 2206 E. BROADWAY, SUITE D, PEARLAND, TX, 77581**								
12813	02/20/14	Lettering on front doors	02/20/14	$95.00	$95.00	10-01-5310	Building & Grounds M&R	$15,000.00	$5,060.70
					$95.00				
1158	**ASCO, P.O. BOX 3888, LUBBOCK, TX, 79452**								
c66706	02/20/14	kingpin assembly	02/20/14	$293.09	$293.09	10-02-5365	Other Equipment M&R	$4,000.00	$3,540.80
					$293.09				
		Total Bills To Pay:			**$9,940.61**				

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
19	**AT&T, PO BOX 105414, ATLANTA, GA, 30348-5414**								
february14-	02/20/14	phone	02/20/14	$73.65	$73.65	30-21-5420	Telephone	$2,500.00	$1,689.08
					$73.65				
36	**BRAZORIA COUNTY GROUNDWATER CONSERVATION DISTRICT, 111 E. LOCUST, BLDG. A- 29, SUITE 140, ANGLETON, TX, 77515**								
february14	02/20/14	production and export fee	02/20/14	$48.44	$48.44	30-21-5660	Dues & Subscriptions	$1,250.00	$629.01
					$48.44				
56	**CHLORINATOR MAINTENANCE, CO, P.O. BOX 1313, PASADENA, TX, 77501**								
27353	02/20/14	repairs at wp# 2, 3, 4, 5, 6	02/20/14	$3,251.40	$3,251.40	30-21-5390	Water Lines M&R	$47,280.00	$34,284.74
					$3,251.40				
82	**DXI INDUSTRIES, INC., PO BOX 301049, DALLAS, TX, 75303-1049**								
de050000265-14	02/20/14	chlorine	02/20/14	$37.20	$37.20	30-21-5270	Chemicals	$7,000.00	$4,161.97
de050000267-14	02/20/14	chlorine	02/20/14	$12.40	$12.40	30-21-5270	Chemicals	$7,000.00	$4,161.97
de05000266-14	02/20/14	chlorine	02/20/14	$12.40	$12.40	30-21-5270	Chemicals	$7,000.00	$4,161.97
					$62.00				
146	**PENNEY'S ELECTRIC, PO BOX 2888, FREEPORT, TX, 77541**								
14650	02/20/14	rewire pump at 2004 lift station	02/20/14	$210.83	$210.83	30-21-5392	Sewer Lines M&R	$20,000.00	$436.44
					$210.83				
152	**BUSINESS CARD, PO BOX 15796, WILMINGTON, DE, 19886-5710**								
255360640181010	02/20/14	class d water and wastewater license renewal f	02/20/14	$111.00	$111.00	30-21-5130	Training & Travel	$4,000.00	$3,670.00
554256340232813	02/20/14	Training - Clif	02/20/14	$350.00	$350.00	30-21-5130	Training & Travel	$4,000.00	$3,670.00
554328640230001	02/20/14	Training - Clif	02/20/14	$315.40	$315.40	30-21-5130	Training & Travel	$4,000.00	$3,670.00
554996740212060	02/20/14	channel locks	02/20/14	$31.98	$31.98	30-21-5220	Tools	$2,000.00	$888.38
554996740272060	02/20/14	cable ties	02/20/14	$35.97	$35.97	30-21-5240	Expendable Operating S	$500.00	($17.25)
554328640050003	02/20/14	freeze protection for pipes	02/20/14	$645.26	$645.26	30-21-5390	Water Lines M&R	$47,280.00	$34,284.74
754566740044729	02/20/14	6" pvc can stone flange	02/20/14	$30.71	$30.71	30-21-5390	Water Lines M&R	$47,280.00	$34,284.74
754566740044729	02/20/14	6" ff neoprene gasket	02/20/14	$4.50	$4.50	30-21-5390	Water Lines M&R	$47,280.00	$34,284.74
754566740074786	02/20/14	6" pvc blind flange	02/20/14	$67.62	$67.62	30-21-5390	Water Lines M&R	$47,280.00	$34,284.74
052270240045001	02/20/14	5 gal water plug	02/20/14	$307.65	$307.65	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
052595840211000	02/20/14	j b weld	02/20/14	$5.12	$5.12	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
252478040160004	02/20/14	stud bolts	02/20/14	$8.48	$8.48	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
252478040220006	02/20/14	hex head cap screw of ls#3 rehab	02/20/14	$56.96	$56.96	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
252478040230006	02/20/14	stainless steel wedge anchor	02/20/14	$5.06	$5.06	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
553102040072075	02/20/14	2 - 2 sch 40 stainless pipe	02/20/14	$375.00	$375.00	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
553102040072075	02/20/14	2 - 2 sch 40 stainless pipe	02/20/14	$375.00	$375.00	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
554368740141201	02/20/14	suction hose - ls#3 rehab	02/20/14	$49.36	$49.36	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
554368740161301	02/20/14	compressor - lift station #3 rehab	02/20/14	$196.11	$196.11	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
554464140090818	02/20/14	parts for ls#3 rehab	02/20/14	$572.92	$572.92	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
554996740202060	02/20/14	mortar mix for ls#3 rehab	02/20/14	$62.88	$62.88	30-30-1245	Due from Capital Project	$0.00	($28,049.82)

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
754566740174712	02/20/14	6" pipe flanges	02/20/14	$525.22	$525.22	30-30-1245	Due from Capital Project	$0.00	($28,049.82)
					$4,132.20				
154	**PROMOTIONS UNLIMITED, 849 WEST PLANTATION DRIVE, CLUTE, TX, 77531**								
27291	02/20/14	shirts	02/20/14	$162.36	$162.36	30-21-5190	Uniforms	$0.00	($151.10)
					$162.36				
206	**UTILITY DATA SYSTEMS OF TEXAS, LLC, P.O. BOX 6147, FRISCO, TX, 75035**								
10058	02/20/14	shipping	02/20/14	$99.72	$99.72	30-21-5210	Office Supplies	$10,000.00	$5,610.49
10058	02/20/14	utility bills	02/20/14	$863.78	$863.78	30-21-5210	Office Supplies	$10,000.00	$5,610.49
					$963.50				
266	**AIRGAS USA, LLC, PO BOX 676015, DALLAS, TX, 75267-6015**								
9915843707	02/20/14	oxygen	02/20/14	$38.80	$38.80	30-21-5230	Gas, Oil, & Lubricants	$12,000.00	$5,348.09
					$38.80				
		Total Bills To Pay:			**$8,943.18**				

PROCLAMATION

WHEREAS, Keep America Beautiful is proud to recognize the outstanding work of KAB Affiliates who have committed to delivering cleaner, greener and more vibrant communities; and

WHEREAS, For 2013, Keep Richwood Beautiful is one of only three Texas affilates to win this be honored as a Keep America Affiliate; and,

WHEREAS, Keep Richwood Beautiful won this award for their programs in litter prevention, beautification/community greening and waste reduction/recycling; and

WHEREAS, Affiliate Award winners deliver a more beautiful, cleaner and enhanced environment using new technologies, improved waste handling and public space stewardship in their programs over the past 12 month period;

NOW THEREFORE, I, Clint Kocurek, Mayor of the City of Richwood by the power vested in me as Mayor of the City of Richwood do hereby proclaim Tuesday, February 25, 2014 as Keep Richwood Beautiful in the City of Richwood.

IN WITNESS WHEREOF, I hereby affix my signature this 24th day of February, 2014

____

Clint Kocurek, Mayor

ATTEST:

____

Karen B. Schrom, City Secretary

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: February 21. 2014

Subject: Keep Richwood Beautiful applications

We have not received any applications as of yet for Keep Richwood Beautiful.

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 ☑ Recreation & Parks ☐ Crime Control and Prevention

THIS INFORMATION WILL BECOME PUBLIC RECORD

NAME: Fagan (Last) Shawn (First) Y (MI)

HOME ADDRESS: 519 Oyster Creek Dr.
Richwood

HOME TELEPHONE: N/A

CELL TELEPHONE: 979-[illegible]-7777

WORK TELEPHONE: 979-849-[illegible]

PROFESSION: Teacher

EMPLOYER: Angleton ISD

EMPLOYER'S ADDRESS: 1900 Buck Lane

EMAIL ADDRESS: sy_fagan@hotmail.com

PERSONAL REFERENCES:

NAME: Jessica Lorenz

ADDRESS: 101 Eagle Nest Ct
Richwood

PHONE: 979-665-3859

NAME: Linda Duval

ADDRESS: 122 Cypress LJ, TX

PHONE: 979-201-1592

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

n/a

What experience do you have that may qualify you for service on a particular board or commission (i.e., licenses, degrees and certificates)

We visit parks regularly. Mother of 2 young children.

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

None

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

I feel like I have a valid opinion on what works well for other families.

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

Signature [signature]

Date 12-14-13

Return to:

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

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: February 21. 2014

Subject: Tower Agreement

Ryo Haines, SurfsideTX.net has been in contact with Glenn. They are interested in expanding into Richwood to provide internet access to the surrounding areas Oyster Creek currently contracts with him and they receive $200.00 per month.

Included in your packet is a sample contract which is based on the contract he has with Freeport. Please take time to review it and note any changes or modifications.

AGREEMENT

Parties

This agreement is made between the City of Richwood, Texas ("City") and Ryo Haines, individually and doing business as SurfsideTx.Net ("Contractor").

Grant of Franchise

City hereby grants to Contractor a non-exclusive Agreement to install, maintain, operate, repair, and replace four (04) radio antennae on the Richwood water tower on the real property described on Exhibit "A" and also the same equipment on Richwood City Police Department Tower on real property described on Exhibit “A” hereto for the sole purpose of providing high speed internet service.

Reasonable Right of Access

Contractor shall have a reasonable right of access to the water tower and the Richwood Police Department tower for purposes of this agreement. However, Contractor shall give reasonable notice to the Superintendent of Public Works of the City before accessing the water tower each time. However, in an emergency, Contractor shall only be required to make such efforts to notify the Superintendent of Public Works as are reasonable under the circumstances of the emergency.

The water tower is part of a public utility system that is vital to the health and safety of all the inhabitants of Richwood. Consequently, Contractor shall not be entitled to a key to the water tower. However, the Richwood Police Department is always open and will provide entry to the water tower at any time as provided herein.

Water Tower

For purposes of this Agreement, the term "water tower" shall include the premises on which the water tower is located.

Non-Exclusive Agreement

This Agreement is non-exclusive. The City shall not be obligated to bar any other • person from using the water tower or from providing any type of communications services, any other goods, or any other services.

Protection of Water Tower

Before any installation, repair, replacement, or other operations on the water tower, Contractor shall present written plans and specifications for such work to the City. Contractor shall not proceed with the work until the City has given written approval for the work.

Without the clear, distinct, specific, prior, and written approval of the City, Contractor shall not weld, drill, screw, cut, abrade, or otherwise alter or damage the water tower or its paint system. Without limiting the generality of the foregoing, Contractor acknowledges that the paint and/or coating system of the water tower is sensitive, essential, and expensive.

Before performing any work at the water tower, Contractor shall give City written notice of the work to be performed. The City shall have the option to perform such work itself or have it done by a third party, and if City exercises this option, then Contractor shall reimburse City for the cost of such work upon request.

In the event of any damage to the water tower, Contractor shall immediately notify the City. The City may elect whether to (1) require Contractor to immediately repair the damage, which Contractor hereby agrees to do at its own cost; or (2) City may repair the damage or arrange for third parties to do so, and Contractor hereby agrees to reimburse the City in full for the cost of such repairs.

Contractor agrees to remove its equipment and mountings from the water tower upon request by the City, if the City determines, in the City's reasonable discretion, that such removal is necessary or convenient for any maintenance, service, repair, renovation, or operations of any nature concerning the water tower. If Contractor fails to do so within a reasonable time, or in an emergency as described below, City may perform such removal or have a third party do it, and Contractor shall reimburse the City upon request for the cost of such removal. The City shall have no liability for any such removal, regardless who performs it. For purposes of this paragraph, an emergency is an urgent need to proceed either immediately or faster than Contractor is acting. The City shall have the sole discretion to determine whether an emergency exists, and the City shall have no liability to any person for such decision.

Term

The effective date of this Agreement shall be the date it is signed and accepted by Contractor. This Agreement shall remain in effect for an initial term of five years after the effective date. Thereafter, this Agreement shall automatically be extended for subsequent two year terms, unless either party gives the other party written notice, at least thirty days before the end of the initial term or the then current extension term, of the intent not to renew this Agreement.

Interference

Contractor shall not electronically interfere with any other communications or other signals.

Insurance

Contractor shall maintain the following insurance policies and amounts during the existence of the Agreement. The policies shall be issued by insurance companies in good standing and licensed to do business in Texas and reasonably acceptable to City. The policies shall name City and its personnel as an additional insured and shall waive subrogation against City and shall provide that these policies are the primary coverage. Such policies and the amounts are as follows:

a. General liability insurance in an amount not less than $1,000,000 per occurrence and not less than $2,000,000 in the aggregate; and

b. Worker's compensation insurance as required by law, and if Contractor employs any person other than James Bedward, then such worker's compensation insurance shall be from a lawful insurance company rather than self-insurance.

Indemnity

Contractor hereby indemnifies City and City's agents, officers, employees, representatives and contractors against and all claims, liability, damages, costs of defense, and other losses of any nature whatsoever, arising wholly or partly from this Agreement or any act, omission, or condition concerning the subject matter of this Agreement. **THIS INDEMNITY ALSO APPLIES TO MATTERS ARISING WHOLLY OR PARTLY FROM THE NEGLIGENCE OF THE PERSONS INDEMNIFIED.**

Assignment

Contractor may not assign this Agreement without the advance, written approval of the City. However, the City shall not unreasonably withhold such approval. In considering such approval, the City shall be entitled to consider, among other factors, the-prospective assignee's safety record, financial solvency, credit history, and record of compliance or noncompliance with law and agreements. The assignment shall not be effective unless and until the assignee agrees in writing to be bound by this Agreement. The assignee shall be liable to the City for all obligations concerning this Agreement that arise after the effective date of the assignment. The assignee shall be jointly and severally liable with the assignor for all obligations to the City concerning this Agreement that arise before the effective date of the assignment.

Compliance/Enforcement/EarlyTermination

If either party breaches the terms of this Agreement, then the other party shall give the breaching party written notice identifying the breach and requesting that it be cured. If the breach is not cured within thirty days, then the complaining party shall give the breaching party notice of a hearing concerning the breach. Both parties shall have the opportunity to be heard at the hearing. The hearing shall be held no less than thirty days and no more than sixty days after the notice of hearing. If the hearing is held by Contractor, then the hearing shall be held by any or all of its officers or directors. If the hearing is held by the City, then the hearing shall be held by the City Council or its designee. If as a result of the hearing, the complaining party determines that the breach has not been cured, then the complaining may terminate this Agreement, effective immediately. Termination of this Agreement under any provision shall not impair any liabilities incurred by a party hereto before termination.

Upon the expiration or termination of this Agreement for any reason, Contractor shall remove all of its equipment and fittings from the water tower, at Contractor's sole expense. Contractor shall also restore the water tower to the condition in which it was in immediately before the Agreement began, except for normal wear and tear, at Contractor's sole expense; provided, however, that the City may elect to perform such removal and restoration itself or have it done by third parties, and Contractor shall reimburse City for the cost of such restoration upon request.

If Contractor fails to perform any of its obligations whatsoever under this Agreement, then with or without terminating the Agreement, the City may perform such obligation, and upon request Contractor shall reimburse the City for the cost of doing so.

Force Maieure

The obligations of either party shall be suspended for so long as performance of such obligations is reasonably prevented by any cause understood in the law as a force majeure. If a force majeure prevents a party from performing for more than 180 continuance days, then the other party may terminate this Agreement under the procedure herein provided.

Compliance with Law

Contractor shall comply with all applicable laws concerning the operations in which Contractor uses the water tower.

The City reserves the right to exercise its police power in all ways, including the passage and/or enforcement of city ordinances that affect Contractor and/or its operations. Nothing in this Agreement shall be construed to limit the police power of the City.

Administration

The Mayor, City Manager and the Superintendent of Public Works of the City are each, independently hereby authorized to administer this Agreement on behalf of the City and to make all decisions and take all actions on behalf of the City concerning this Agreement.

Fee to City

Contractor will offer free Internet Access to the Richwood Service Center.

Not A Third Party Contract

This is not a third party contract. The City and Contractor are each acting for their own benefit hereunder, and not for the benefit of third parties. This contract shall not be enforceable by third parties.

Notices

Notices under this Agreement shall be given by personal delivery or by certified mail. Notice shall be deemed given when deposited in the U. S. mail, by certified mail, postage prepaid, or when actually received by any delivery method whatsoever, whichever is earlier. Notice to a party shall be addressed as stated below or to any other address designated by a party by giving notice to the other party.

To the City:	City of Richwood 1800 Brazosport Blvd N. Richwood, Texas 77531 Attention: City Manager – Glenn Patton
To Contractor:	Mr. Ryo Haines SurfsideTx.Net 137 Belanger Avenue Surfside Beach, Texas 77541

Effective Date: ____________________

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: February 12, 2014

Subject: Personnel Policy Changes

We recently made changes to our personnel policy. Most of the changes were housekeeping changes to bring it into compliance with our Charter such as changing City Administrator to City Manager and changing the duties of City Manager, Mayor and Council to match those described in the Charter.

The Grievance process was streamlined. In the past, the employee would have to file a notice of intent to appeal within 3 days and hand deliver it to the Department Head and City Manager and then it would be forwarded to the City Attorney. Now the employee only has to submit the appeal to the City Manager. The new wording is included in the packet. The personnel policy as it stood prior to the changes is uploaded under resources in Boardbook.

The old policy also had a section on protection of the employee's reputation. This was removed as it was redundant with the grievance policy.

violation received by the Employee. In the case of termination or dismissal of the Employee from the employment of the City, the City Manager must approve the same.

Any Department Head who witnesses or is made aware of any violation of this policy manual may immediately relieve such Employee from duty if such Department Head believes that the action is in the best interest of the city and is immediately necessary for the good order of City government.

Sec. 6.3 Appeals and Grievance Procedure

Any Employee has the right to appeal any disciplinary action taken against the Employee, whether that be a written warning, layoff without pay, suspension, and/or discharge from employment.

The Employee will follow the below denoted appeals procedure.

The Employee will submit a written appeal, with all pertinent details of the grievance to the City Manager within three (3) days of the disciplinary action taken against the Employee. Within three (3) days of receiving the grievance, the City Manager shall meet with the Department Head, supervisor and employee to discuss the grievance and decide what action, if any, to take regarding the grievance. The City Manager will have three (3) days to decide what action, if any, to take regarding the grievance and notify the employee in writing of the decision. The decision of the City Manager, regarding any action on the grievance, is final.

Sec. 6.4 Temporary and Probationary Employees

Any Temporary Employee or Probationary Employee may be terminated by his or her Department Head at any time with or without cause, and without a hearing.

Sec. 6.5 Grievance in reference to Non-Disciplinary Action Taken

Employees who feel that they have been improperly treated somehow in their job even though the improper treatment does not result in disciplinary action, or feel that they have been improperly treated in their work relationship with the City shall have the right to file a grievance.

Actions or results which are beyond the control of the City will not be considered grounds for a grievance.

Any grievance action shall be initiated by a written notification to the Department Head, who shall then conduct an investigation and make a determination as to the allegations surrounding the alleged grievance. If the Employee is not satisfied with the determination of the Department Head, the

MEMORANDUM

To: Members of the Richwood City Council

From: Clint Kocurek, Mayor

Date: February 21. 2014

Subject: Martin Luther King Day Holiday

All our neighboring cities and the county are closed for Martin Luther King's birthday. It is also a Federal Holiday. Therefore, I ask that Council consider adding Martin Luther King's birthday to our list of approved holidays beginning this upcoming year.