



City Council Regular Meeting
Monday, October 14, 2019
6:15 PM

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

AGENDA

BE IT KNOWN that the **City Council** of the City of Richwood will meet in **City Council Regular Meeting** on **Monday, October 14, 2019** at **6:15 PM** at 1800 N. Brazosport Blvd., Richwood, TX 77531 at the Richwood City Hall in the Council Chambers with the following agenda:

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE 4
Pledge of Allegiance and Texas Pledge
- IV. ROLL CALL OF COUNCIL MEMBERS
- V. PUBLIC COMMENTS
All comments will be subject to the following rules: All speakers will be permitted to speak not longer than 3 minutes; all speakers will only be permitted to speak once; speakers cannot defer their 3 minutes to another speaker. Discussion is not allowed on items not posted on the agenda.
- VI. CONSENT AGENDA
These items are considered routine and can be approved in one motion unless a Councilmember asks for separate consideration of an item. It is recommended that the City Council approve the following items, which will grant the Mayor or City Manager the authority to take all actions necessary for each approval:
 - A. Minutes from the Special Meeting held on September 16, 2019. 5
 - B. Minutes from the Special Meeting held on September 23, 2019. 13
- VII. COUNCIL CONSIDERATION AND ACTION ITEMS
 - A. Presentation to Council of the proposed Water and Wastewater Master Plan / Capital Improvement Projects for adoption. 16
Presenter: Freese and Nichols, Inc.
 - B. Presentation of Keep Richwood Beautiful's 5 Year Strategic Plan, Present by Brittany Figaro, Co-Chair of KRB. 46
 - C. Final review and action of replats of Lots 41 & 42; Block 1 of Oakwood Shores Subdivision Section 1, also known as 31834 & 31842 Bayou Bend. 84
 - D. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or a charge against an officer or employee: Kirsten Garcia as City Secretary/Court Administrator
 - E. Discussion and possible action on a service agreement/contract between the City of Richwood and Richwood Volunteer Fire Department 91
 - F. Discussion and possible action on Fire Department's sale of Engine 1 143

G. Presentation of the Richwood Volunteer Fire Department's report on all fiscal quarters in FY19 151

Presentation will be furnished to Council at the time the item is heard.

Presenter: Clint Kocurek

H. Discuss and consider an ordinance setting the Utility Fee Schedule 152

I. Review and possible action on rescheduling November meeting, 11/11/2019

VIII. CITY MANAGER'S REPORT

IX. FUTURE AGENDA ITEMS

X. COUNCIL MEMBER COMMENTS AND REPORTS

XI. MAYOR'S REPORT

XII. ADJOURNMENT

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

I, Kirsten Garcia, do hereby certify that I did, _____ at _____ p.m., post this notice of meeting on the bulletin board at 1800 N. Brazosport Blvd., Richwood, TX, in compliance with the Texas Open Meetings Law.

Kirsten Garcia, Acting City Secretary
City of Richwood

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Pledge of Allegiance

I pledge allegiance to the flag of
the United States of America and
to the republic for which it
stands, one nation under God,
indivisible, with liberty and
justice for all.

Texas Pledge

**Honor the Texas flag. I
pledge allegiance to thee,
Texas, one and indivisible.**

Minutes of City Council Regular Meeting

The Board of Trustees City of Richwood

A City Council Regular Meeting of the Board of Trustees of City of Richwood was held Monday, September 16, 2019, 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 6:01 p.m.

II. INVOCATION

Deacon Dexter Fernil led the invocation.

III. PLEDGES OF ALLEGIANCE

Mayor Boykin led both pledges.

IV. ROLL CALL OF COUNCIL MEMBERS

Present:

Steve Boykin, Mayor

Mike Johnson, Position 1

Melissa Strawn, Position 2

Matt Yarborough, Position 3

Mark Brown II, Position 4

Katie Johnson, Position 5

Others present: John Washburn, Interim Finance Director; Lindsay Koskiniemi, Interim City Manager; Clif Custer, Public Works Director; Kirsten Garcia, Court Administrator.

V. PUBLIC COMMENTS

All public comments will be subject to the following rules: All speakers will be permitted to speak no longer than 3 minutes; all speakers will only be permitted to speak once; speakers cannot defer their 3 minutes to another speaker. Discussion is not allowed on items not posted on the agenda.

Rodrigo Escalante, 2918 Oakwood Shores Drive, Oakwood Shores HOA met to discuss the recent bond that passed and there was a lot of discussion on allocation of the money and the contradictions in what voters were shown at the election. The HOA wants to have another formal meeting to discuss details, but what did come to light was the overall revenue of this city and how much comes from oakwood shores. 23% of revenue comes from property taxes in Oakwood Shores and we are only at 25% capacity. I come to council to say, how can we generate revenues? We have a

goldmine in Oakwood, but it's neglected. One, being the water and two, being the roads. People say the roads are horrible. I firmly believe if we get the neighborhood to engineering standards, not just patch jobs, and the water fixed, more people will flow in and start building out there which will generate more revenue. If we would fill to capacity, we would surpass the entire budget. We must start now to generate revenue for this city. I ask that you look at the neighborhood down the road.

VI. CONSENT AGENDA

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

A. Approval of minutes from previous meeting - September 9, 2019.

Mark Brown II commented regarding the emergency management meeting, stating that he took it upon himself to attend the meeting that was held. He also apologized for any offense taken by the meeting being held.

On motion by Katie Johnson second by Mark Brown II with all present members voting "aye" all consent agenda items were approved.

VII. COUNCIL CONSIDERATION AND ACTION ITEMS

A. Consideration and Possible Actions - Reading of Ordinance 2019-463

An Ordinance appropriating adopting a budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

John Washburn presented an Ordinance appropriating adopting a budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Mark Brown stated that there were quite a few typos on ordinance, specifically an error in his name. He added that we might want to take a once over on the ordinance for the typographical errors.

Katie Johnson stated that with what seems like having a new finance director every year, one thing brought up is that there are always things that must be fixed immediately, or it will all fall apart. There is never a plan on how to fix the problems. We never have solid plan or a timeline on when we will have resolution. We just had a resident crying over a discount on her utility rate and now we are talking about raising it again.

Clif Custer stated that as far as funding goes with crisis, the main thing that staff would ask is to try not to cut revenues, cut expenditures. We are working on a plan; it just takes more skill than he has. We need more resources, but more resources cost money. He added that we are working on a plan as best we can, but we need the funds to fund it.

Lindsay Koskiniemi reported that we are working with Freese and Nichols on a wastewater plan, but it's not cheap. The full replacement we need is about 2.6 million dollars. She added that we have to be judicious in how we allocate these funds. She recommended a low interest loan, an option that will have the least impact to residents.

Katie Johnson stated that it's not just the utilities and her only concern is that we don't have a firm plan and every year it comes to council that something is critical and failing. Every year it's asking for more without there being a plan to fix it.

Clif stated that he understood, and the biggest hike is from the bond, but there was nothing we could do about that. He reported that the water systems constantly need maintenance. He added that we have fallen behind on water, streets and in other areas, but if we keep cutting revenues, it's only going to get worse.

Mark Brown asked what revenue are we cutting? He stated he feels like we need to have a plan, which he feels like we are getting there. We are trying to think about the taxpayers in all, but we keep getting asked for more. It's hard for us to raise tax rates on the backs of citizens.

Clif Custer stated we can't continue to develop plans without revenue. As of right now, the revenue must come from the citizens. He reported that we are pursuing other means of funding, but we aren't getting the millions that we need in the next five years. If we want to keep tax rate low and water rate low, we need to cut expenditures.

Katie Johnson asked what are we doing to bring more business?

Lindsay Koskiniemi reported that we can't bring anyone until we fix water, the system can't handle the load.

Mayor Boykin stated that one thing we forget is that this is residential community and most of what we do will fall on the taxpayer. He added that he sees areas where we could cut expenditures and he also sees some areas where he can go back and see that the councils have done the same thing of trying to maintain a decent tax rate and water rates while also trying to fix things piece by piece.

Clif Custer stated that it is not our goal to make request that put burden on taxpayer, and we work as hard as we can to minimize the impact, but we can't ignore the needs. It is up to you guys to weigh and asses those needs and tell us yes or no, but we must tell you the best way we know how to move forward not maintain or fall behind.

Katie Johnson asked if the current budget gives the funds to make a plan.

Clif Custer reported that we have been making a plan and Council will see the plan we are creating with Freese and Nichols by using the bond funding and grants.

John Washburn reported that he has come in to the city as an outsider but he has seen a plan coming together. He added that it will take dedication, focus, commitment and patience; it could be 5-20 years away from something that generates revenue.

Mark Brown asked what if this hole is too deep, is there an option for us to be absorbed by the city of lake Jackson? He added that no one is going to want to come here with highest tax with the least services.

Discussion held on ways to build growth and possible absorption by a city in the surrounding area.

On motion by Mike Johnson second by Melissa Strawn, with Mike Johnson, Melissa Strawn and Mark Brown II voting “aye”, Katie Johnson and Matt Yarborough voting “nay” the ordinance appropriating adopting a budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 was passed.

B. Consideration and Possible Action - Reading or Ordinance 2019-464

An Ordinance adopting a tax rate of \$0.670204 and levying taxes for the use and support of the Municipal Government of the City of Richwood, Texas and providing for the interest and sinking fund of the taxable year 2019.

John Washburn presented an ordinance adopting a tax rate of \$0.670204 and levying taxes for the use and support of the Municipal Government of the City of Richwood, Texas and providing for the interest and sinking fund of the taxable year 2019.

Matt Yarborough stated that he does not believe this is the best course of action and he doesn't think we've worked on getting out of the hole. He added that he thinks it's fair for staff to say we've cut revenue and if we would've kept last year's tax rate, we would've helped this year.

Mark Brown clarified that the motion could be made to be whatever tax rate desired as long it doesn't exceed the \$.0670204 and a vote can be held. He added that he is not interested in raising taxes, but he doesn't feel like we are doing ourselves anything for the future if we drop is down.

Discussion was held on proposed tax rate.

Melissa Strawn stated that she doesn't think it's responsible to drop it down, especially when the residents who voted for the bonds knew that it was going to increase.

Discussion continued on proposed tax rate.

Mike Johnson motioned, "I move that the property tax rate be increased by the adoption of a tax rate of \$0.670204, which is effectively a 6.23 percent increase in the tax rate.", Second by Melissa Strawn, with Mike Johnson, Melissa Strawn and voting "aye", Katie Johnson and Matt Yarborough voting "nay", Mark Brown II abstaining, and the mayor Steve Boykin breaking the tie vote by voting "aye" the an ordinance adopting a tax rate of \$0.670204 and levying taxes for the use and support of the Municipal Government of the City of Richwood, Texas and providing for the interest and sinking fund of the taxable year 2019 was adopted.

Mark Brown asked if there was any way to revisit the budget or tax rate?

John Washburn answered that with the tax rate no, but not the budget, we can always revisit the budget.

Discussion was held on budget and timelines.

C. Consideration and Possible Action - Contract with SGR for Interim Finance Director Services

To discuss the possibility of extending John Washburn's services with the City beyond the intended date of September 30, 2019.

Mark Brown II requested executive session to discuss personnel matters.

Council went into Executive Session at 7:30 p.m.

Council reconvened at 8:07 p.m.

Mayor Boykin directed staff to add this item to the agenda for the next council meeting.

Katie Johnson ask if there was any concern with waiting until October 14th?

Lindsay Koskiniemi replied that the contract doesn't expire September 30th, we just have to give SGR 14 days' notice to terminate.

Discussion held on when to reconvene and discuss the SGR contract.

D. Consideration and Possible Action - Interlocal Agreement with Brazoria County for Roadway Maintenance

Lindsay Koskiniemi presented the attached proposed interlocal agreement with

Brazoria County for roadway maintenance.

Matthew Yarborough asked if the map displayed in red depicted the 4 miles the county has agreed to repair.

Clif Custer reported that the red is over 5 miles. The map just shows how our roads ranked according to the engineer. With the transportation fund and the bond, we are looking at about 2.3 million dollars to expend. By contracting with the county, we are getting the most for our money. 4 miles of full reconstruction would normally cost us about one million dollars per mile, and we are getting four miles for \$950,000.

Mark Brown II asked if an independent contractor would provide warranty, because the interlocal has no warranty.

Clif Custer reported that we have a method from the county in writing, the process in which complete the project will leave us with a 20 year road.

Mark Brown II asked how these roads were completed before by the county.

Clif Custer replied that we know more now than we did before and we have core samples; now we know how they need to be built.

Discussion held on current road repair in Oakwood Shores.

Lindsay Koskiniemi reported that in her experience, contracts would warranty the roads for about 12 months.

Clif Custer reported that we have an engineer coming out to do an assessment and producing a report back saying we have a road with integrity of 20 years. The county advises that's about all you can bank on an asphalt road. It's not perfect, but it's a good way to stretch our dollar. We are tearing up the existing road and producing a road that is at the county's current standard. He added that he is confident in this and he thinks if we don't do this now, we may not have the opportunity to do it again.

Discussion held on the possibility of getting spec reports from other cities.

Clif Custer reported that we can't take specs from other city, because they aren't experiencing the same soil types that we have. We need to develop a standard from the area.

Matthew Yarborough asked in regard to the bond money and extra funds – would you take off all the red and yellow from the map?

Clif Custer replied no, but we are going to knock out a big part of it. Some things

have changed since this map was created, but we will have additional money to repair. He doesn't think we are going to run short. This is the best we could come up with the plans we've made, and the help Strand Engineering has given us to make this money spread as far as we can go.

Matthew Yarborough asked if we spend this money in Oakwood Shores and they do boom, are those roads going to be in worse condition faster than just waiting on it to grow and then repair?

Discussion held on how to maintain new road integrity and current cause of road failure.

Clif Custer reported that the priority is protecting the integrity of the work that is done.

Mark Brown II ask about a plan for these roads failing, what are we going to do?

Clif Custer replied that once we do repairs necessary, he plans to take what money I can every year within the budget to throw towards failing roads. We are going to be able to set everything to a level field and we are going to develop a preventative maintenance plan. It is a plan and needs to be funded. He is hoping the \$262k a year will cover this plan.

Discussion held on street conditions in Oakwood Shore.

On motion by Mark Brown II, second by Katie Johnson with all present members voting "aye" the Interlocal Agreement with Brazoria County for Roadway Maintenance was approved.

VIII. CITY MANAGER'S REPORT

Lindsay Koskiniemi reported she will be out of town Wednesday through Friday, in Odessa for Public Funds Investment training. She also has a conference next week for Women Leading Government.

Also, National Night Out will be a big deal, it is October 1st and we hope to see you all there.

Officer Skelton reported that it is October 1st from 5:00 p.m. to 9:00 p.m there will be BBQ, amusement rides, pony rides, water slides, fire department will be there, and possibly a helicopter from the Coast Guard.

Matthew Yarborough asked if there was any drive or donations.

Officer Skelton reported that he did reach out to local business for donation, and Flowstream donated a brisket.

Lindsay Koskiniemi requested direction on Chris Hartung and SGR; do I need to get a rep in house for meeting?

Discussion held on the contracts and when to meet.

Mark Brown II asked if once we sign, we are stuck in the contract, correct? Have we not explored the option of posting it ourselves through TML?

Lindsay Koskiniemi reported that TML does allow you to post positions for free, we posted the City Secretary position that way. The users of TML would be tenured and versed in the city. You have recent scope that was done with the previous City Manager, so, you could try and save the \$22,000. She added that she doesn't want to say anything else; she doesn't want to be engaging in any conflict of interest.

Discussion held on options for City Manager search.

John Washburn addressed council on a recommendation of how to address topics during open meetings and developing protocols for revisiting items.

Discussion continued discussing options for the City Manager search and pending contract.

IX. FUTURE AGENDA ITEMS

1. Executive session regarding personnel: interim City Manager, interim Finance Director and City Secretary.
2. Discussion on SGR contract.

X. COUNCIL MEMBER COMMENTS AND REPORTS

Mark Brown II conveyed his best wishes to John Washburn and that he hopes everything goes well.

XI. MAYOR'S REPORT

No Report.

XII. ADJOURNMENT

There being no further business the meeting adjourned at 8:41 p.m.

Minutes of Special Meeting

The Special Meeting of Monday, September 23, 2019

BE IT KNOWN THAT, a Special Meeting of the Special Meeting of City of Richwood was held Monday, September 23, 2019, beginning at 6:05 PM in the Richwood City Hall, 1800 N. Brazosport Blvd. Richwood, Texas.

I. CALL TO ORDER

The meeting was called to order at 6:06 p.m.

II. INVOCATION

Lindsay Koskiniemi led the invocation.

III. PLEDGE OF ALLEGIANCE

The pledges were led by Mayor Boykin.

IV. ROLL CALL OF COUNCIL MEMBERS

Present:

Steve Boykin, Mayor

Mike Johnson, Position 1 - Absent

Melissa Strawn, Position 2

Matt Yarborough, Position 3

Mark Brown II, Position 4

Katie Johnson, Position 5 - Absent

Others present: John Washburn, Interim Finance Director; Lindsay Koskiniemi, Interim City Manager; Stephen Mayer, Chief of Police; Kirsten Garcia, Court Administrator; Matthew Allen, City Attorney

V. PUBLIC COMMENTS

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

Discussion is not allowed on items not posted on the agenda.

There was no public comment.

VI. CONSENT AGENDA

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

There were no items on consent agenda.

VII. COUNCIL CONSIDERATION AND ACTION ITEMS

A. Consideration and Possible Actions - Reading of Ordinance 2019-463

An Ordinance appropriating adopting a budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Staff requested the tax ordinance be address first.

Matt Allen advised there was no need to discuss the budget as the tax rate passed.

B. Consideration and Possible Action - Reading or Ordinance 2019-464

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

Mark Brown II requested Council adjourn to Executive Session to consult with the City Attorney regarding the vote on the proposed Tax Rate.

Regular session adjourned at 6:12 p.m. to Executive Session.

Regular session reconvened at 6:31 p.m.

Matthew Yarborough motioned, "I move that the property tax rate be increased by the adoption of a tax rate of \$0.670204, which is effectively a 6.23 percent increase in the tax rate.", Second by Melissa Strawn , with Matthew Yarborough Melissa Strawn and Mark Brown II voting "aye", the ordinance adopting a tax rate of \$0.670204 and levying taxes for the use and support of the Municipal Government of the City of Richwood, Texas and providing for the interest and sinking fund of the taxable year 2019 was adopted.

Mark Brown III advised he felt Council could've done more and tackled this head on, explaining that is why he abstained at the previous meeting. He added that we need to have a better plan in place for the future.

IX. 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:

Regular session adjourned at 6:34 p.m. to Executive Session.

A. Interim City Manager/City Manager

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

Regular session reconvened at 8:34 p.m.

X. ACTION AS A RESULT OF EXECUTIVE SESSION

No action was taken.

XI. CITY MANAGER'S REPORT

Lindsay Koskiniemi reported she will be out for Women Leading Government Conference at the end of the week.

She advised she also needs to check with tax assessor regarding this vote, she says we need 4 votes, but we have legal opinions stating otherwise. We have opinions from TML and our representation.

Matt Allen reported that his firm as a whole looked at it, talked to TML and they all had the same opinion. He added we've been checked and rechecked and I feel confident that the vote is valid.

XII. FUTURE AGENDA ITEMS

No items requested for future agenda items.

XIII. COUNCIL MEMBER COMMENTS AND REPORTS

No report

XIV. MAYOR'S REPORT

Mayor Boykin stated, no report other than a lot of rain meetings and we are working on identifying any personal property with damage. As of now, there is no disaster declaration forthcoming as of yet.

Mark Brown II stated he would like to recognize the Mayor, Lindsay and Chief for their efforts during the storm and putting out updates. He added a thank you to John Washburn for all his work hopes we keep moving forward.

XV. ADJOURNMENT

There being no further business the meeting adjourned at 8:40 p.m.



WATER AND WASTEWATER MASTER PLAN

RICHWOOD CITY COUNCIL MEETING



October 14th, 2019



Agenda



- **Master Plan Orientation/Overview**
- **Population Projections**
 - Water Demand and Wastewater Flow Projections
- **Water System Overview**
 - ✓ TCEQ Water System Design Criteria
 - ✓ Pressure Testing Results
 - ✓ Water System Path Forward
- **Wastewater System Overview**
 - ✓ TCEQ Wastewater System Design Criteria
 - ✓ Flow Monitoring Results
 - ✓ Wastewater System Path Forward
- **Water and Wastewater Capital Improvement Plans**
- **Next Steps**

Orientation:

Master Plan vs. Impact Fee Study



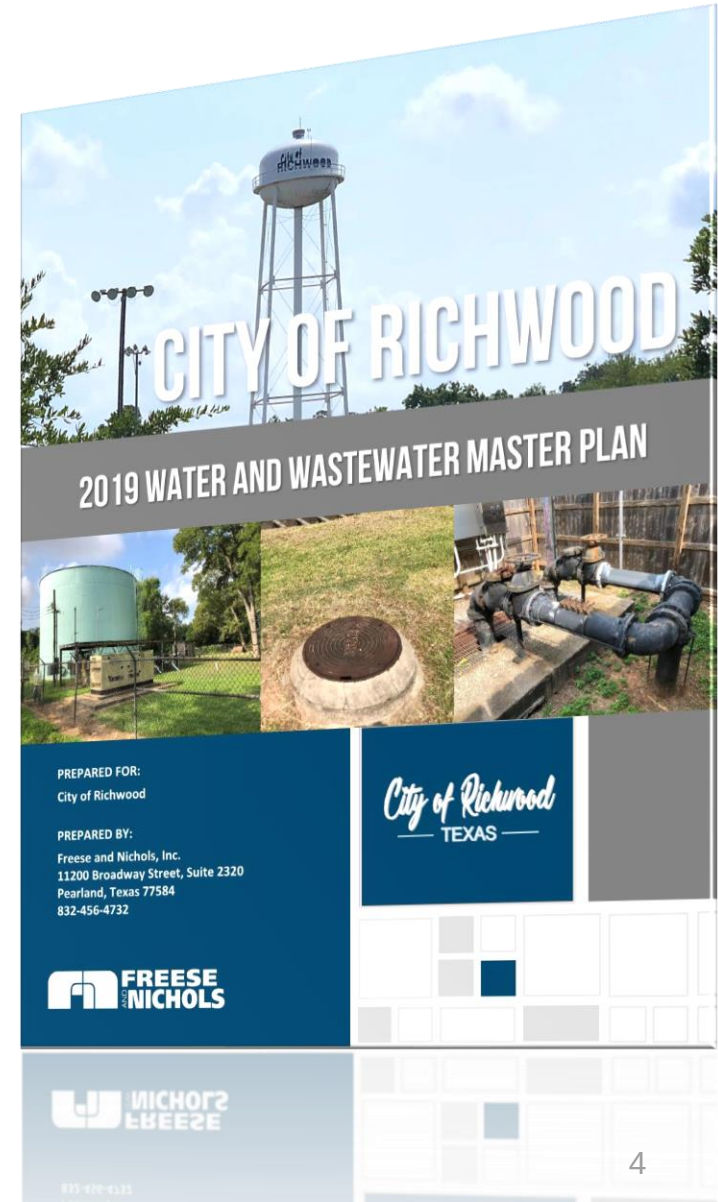
18

- Master Plan Evaluates *Condition* and *Capacity* of **Existing Systems** and **Growth** for **25 years**
- Impact Fee Study Considers *Capacity* Required for **Growth** for **Next 10 years**

*Richwood adopted Water and Wastewater Impact Fees for the 10-year Water and Wastewater Capacity Projects on August 12, 2019

Overview of City of Richwood's Water & Wastewater Master Plan

- **Population projections**
- Water **demand** and wastewater **flow projections**
- Identification of existing and future **system deficiencies**
- **Prioritized, phased CIP** with **cost estimates and business case** for recommended projects
- Very clear, easy to read **CIP maps** that show location and phasing of projects
- Comprehensive **Master Plan Report**
- **Model tools** for dealing with future development





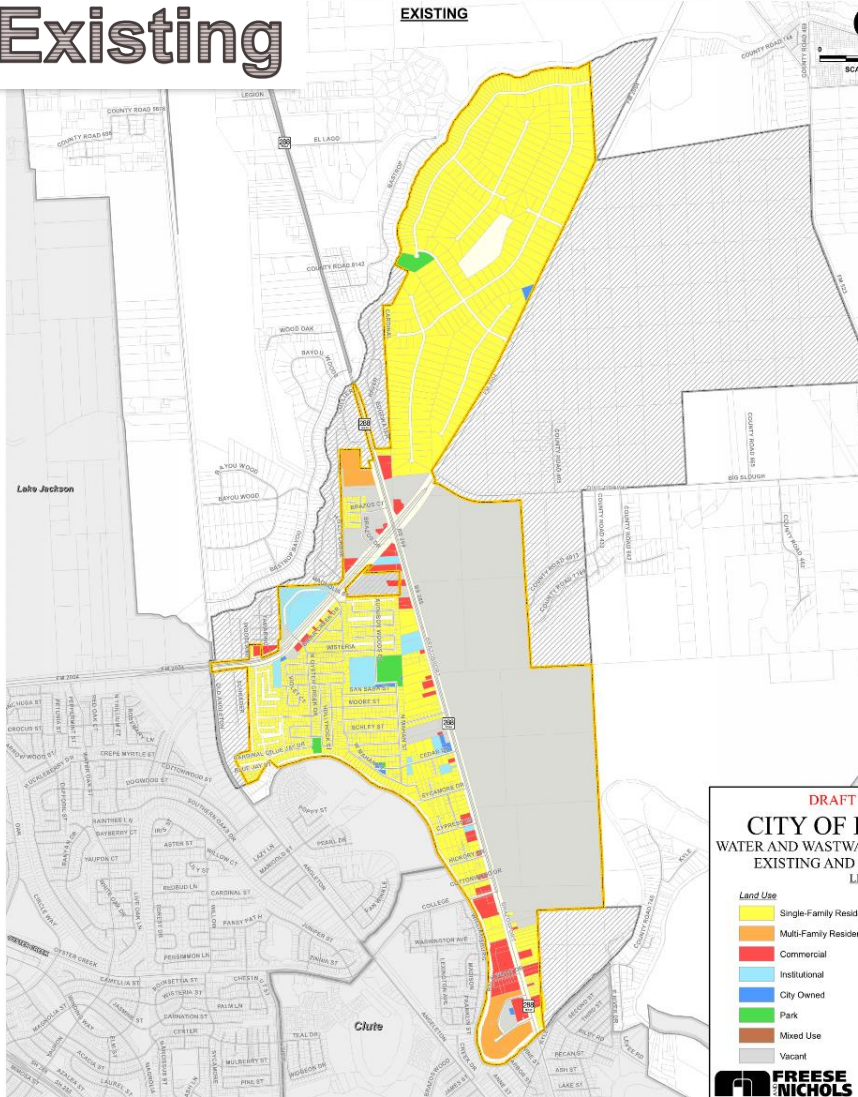
Agenda

- **Master Plan Orientation/Overview**
- **Population Projections**
 - Water Demand and Wastewater Flow Projections
- **Water System Overview**
 - ✓ TCEQ Water System Design Criteria
 - ✓ Pressure Testing Results
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 - ✓ Flow Monitoring Results
 - ✓ Wastewater System Path Forward
- **Water and Wastewater Capital Improvement Plans**
- **Next Steps**

Land Use Assumptions

Existing

EXISTING

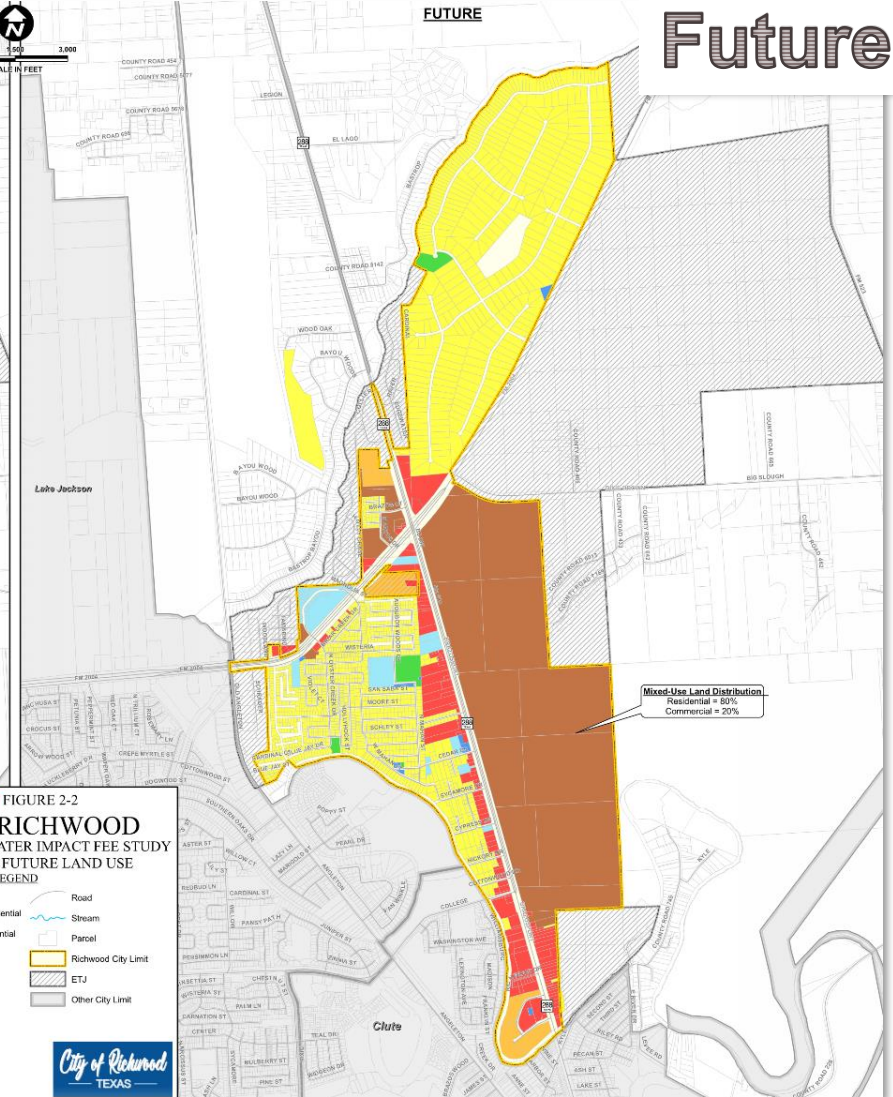


DRAFT FIGURE 2-2
CITY OF RICHWOOD
WATER AND WASTEWATER IMPACT FEE STUDY
EXISTING AND FUTURE LAND USE
LEGEND



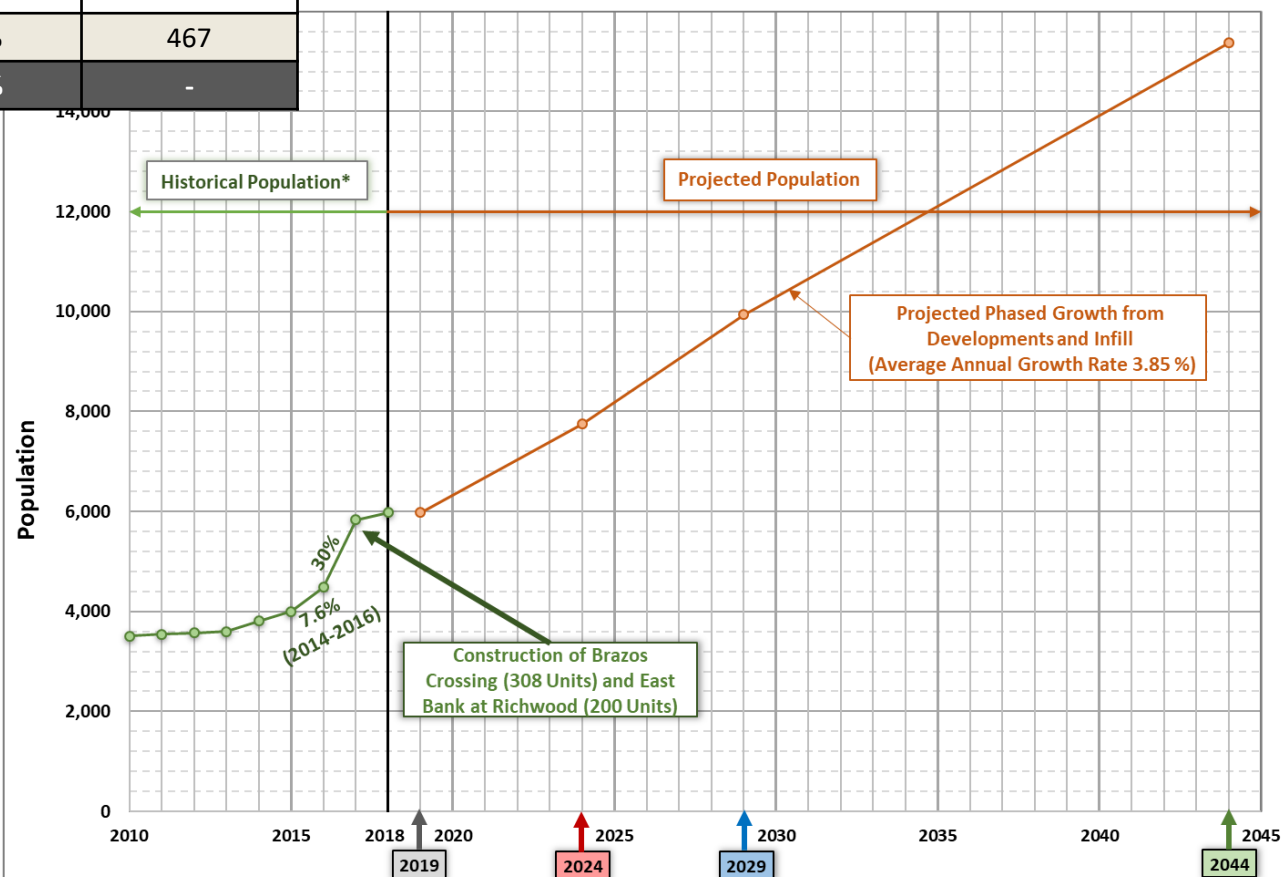
FUTURE

Future



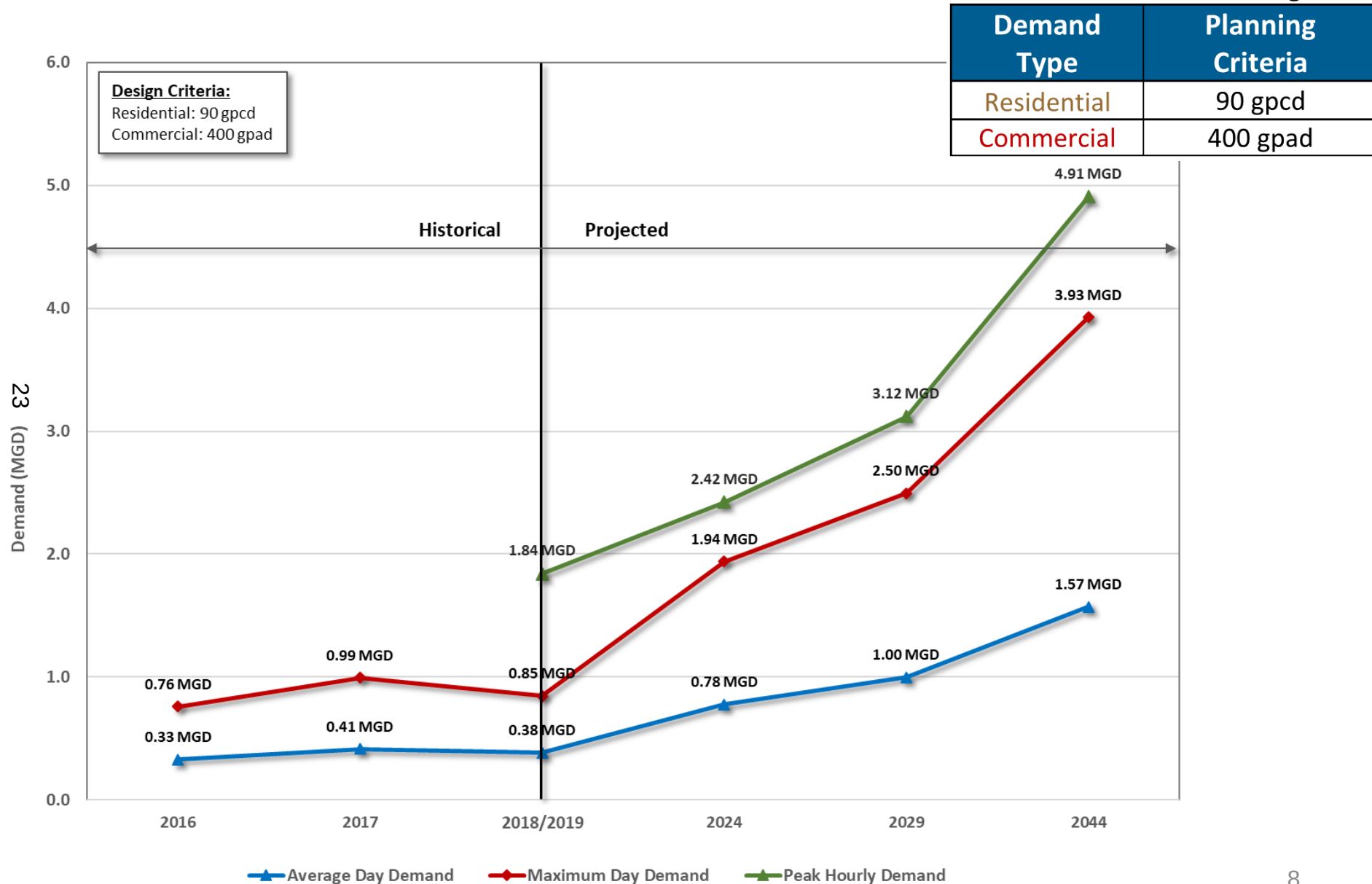
Population Projections

Year	Population Projection	Annual Average Growth Rate	Commercial Acreage
2019	5,976	-	126
2024	7,750	5.3%	194
2029	9,937	5.1%	260
2044	15,371	3.0%	467
Annual Average Growth Rate		4.5%	-

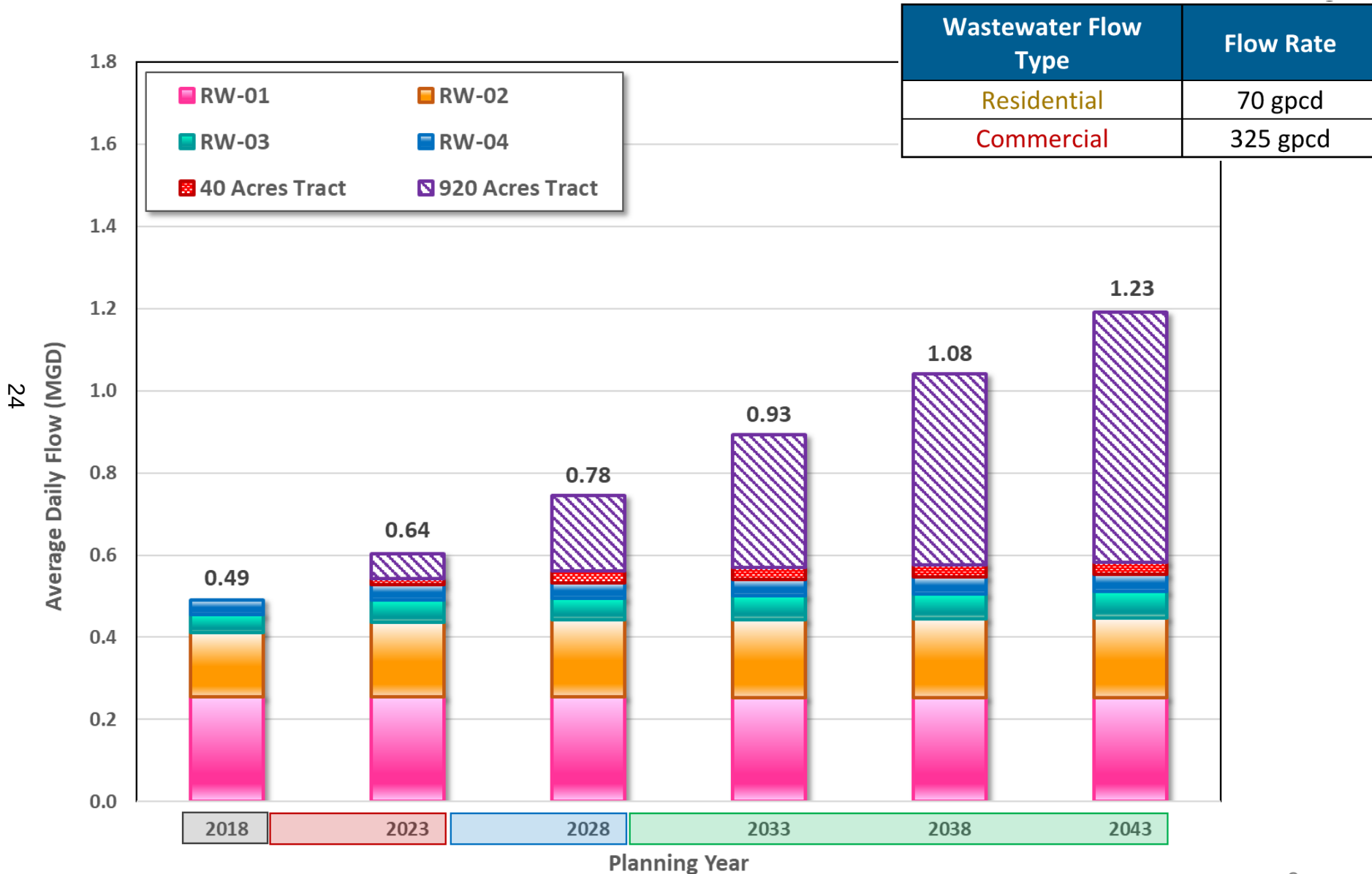


*Historical population from Census and number of water meter connections for July of respective years

Historical and Projected Water Demands



Historical and Projected Wastewater Flows





Agenda



- **Master Plan Orientation/Overview**
- **Population Projections**
 - Water Demand and Wastewater Flow Projections
- **Water System Overview**
 - ✓ TCEQ Water System Design Criteria
 - ✓ Pressure Testing Results
 - ✓ Water System Path Forward
- **Wastewater System Overview**
 - ✓ TCEQ Wastewater System Design Criteria
 - ✓ Flow Monitoring Results
 - ✓ Wastewater System Path Forward
- **Water and Wastewater Capital Improvement Plans**
- **Next Steps**

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Water System Overview

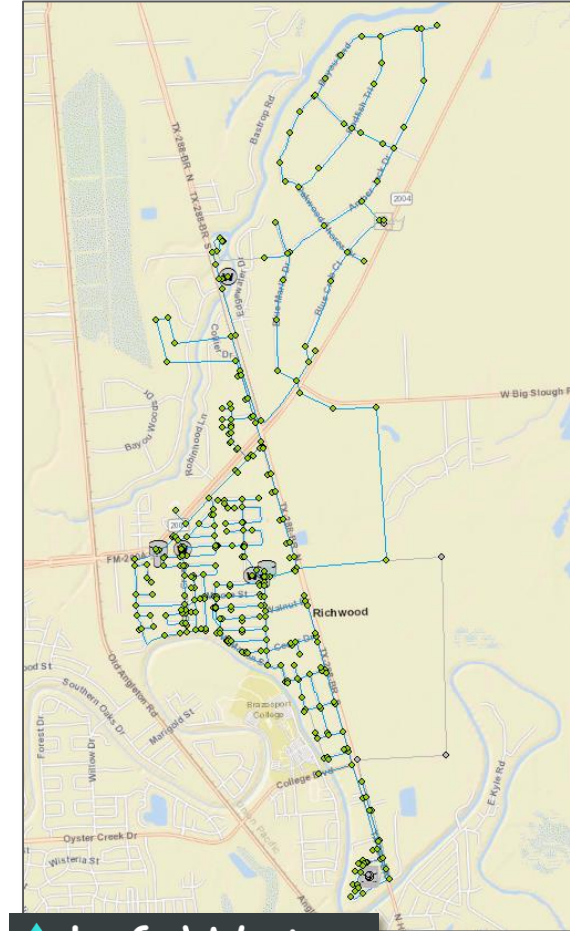
Existing Water System

- 30 miles of water lines
(2-inch – 12-inch diameters)
- 1 high service water pump station
- 1 ground storage tank (GST)
- 2 groundwater wells

Under Design/Rehab

- 2 groundwater wells
- North Water Plant
1 groundwater well, 1 pump station, 1 GST

Richwood Water Model



TCEQ Water System Design Criteria

- Texas Commission on Environmental Quality
 - Chapter 290 of Texas Local Government Code
- Minimum System Pressure > 35 psi under normal conditions
- Water Supply
 - TCEQ minimum = 0.60 gpm/connection
- Elevated Storage > 100 gallons/connection
- Booster pump capacity must supply sufficient pressure during peak hour demand
- Fire Flows
 - Minimum residual pressure of 20 psi
 - Fire flow = 1,000 gallons per minute

Effective: June 02, 2016

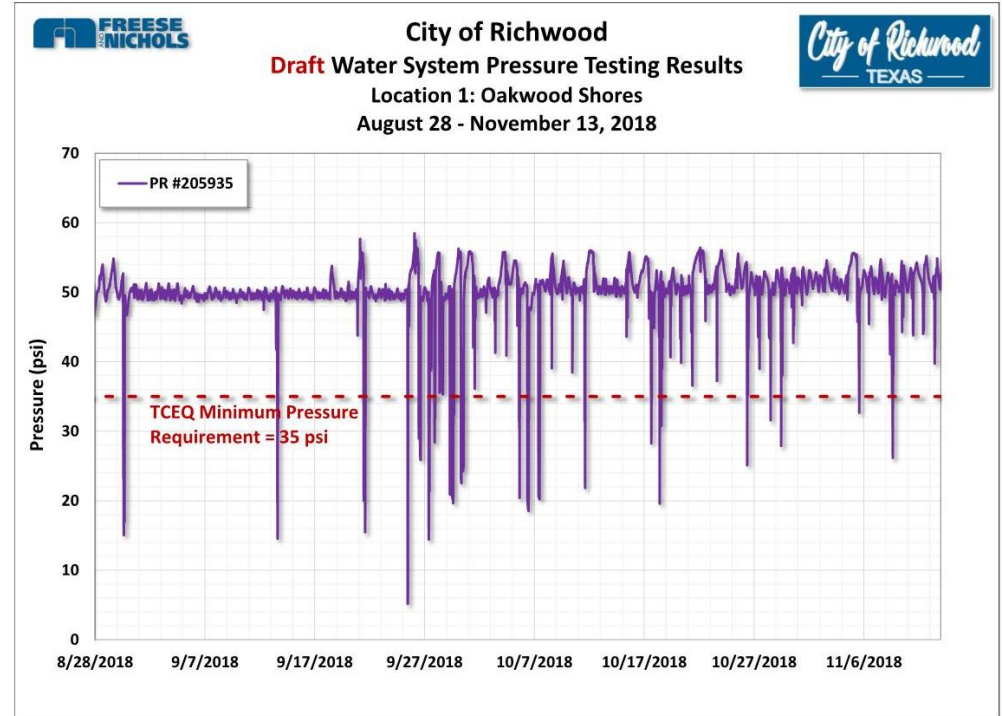
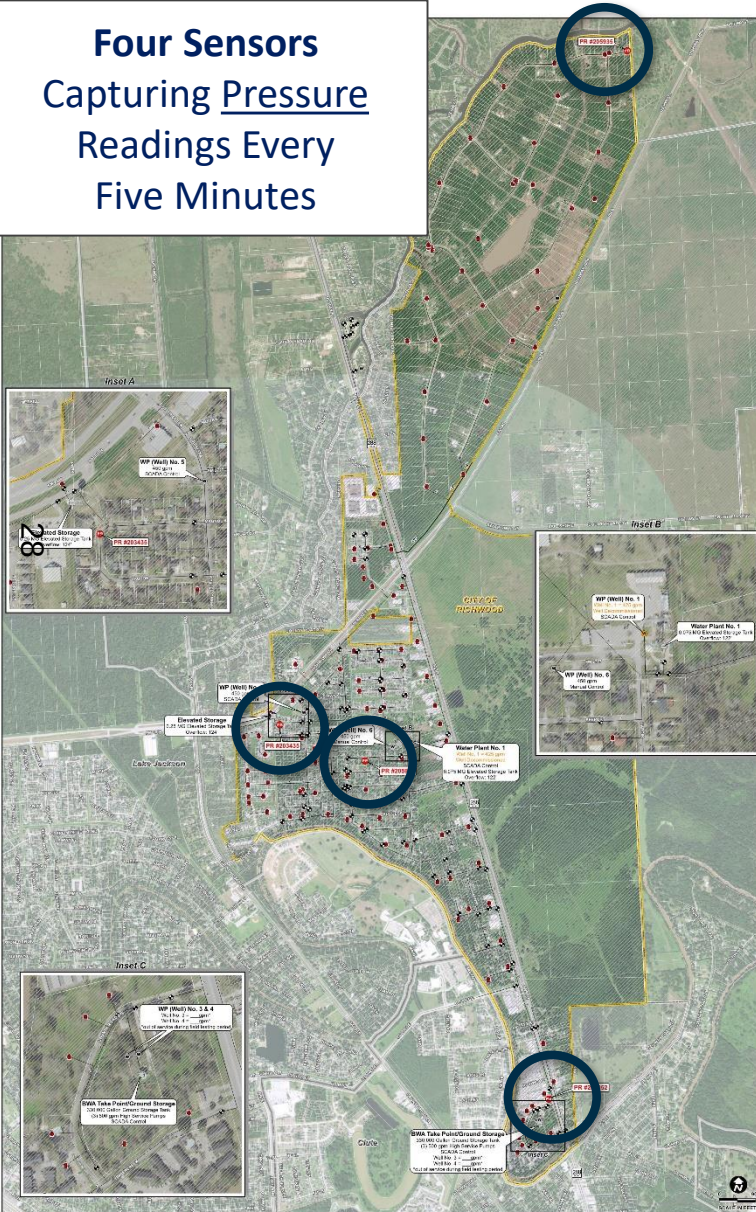
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Permanent Rule Adoption

Chapter 290
Public Drinking Water
Subchapter E



Pressure Testing Results

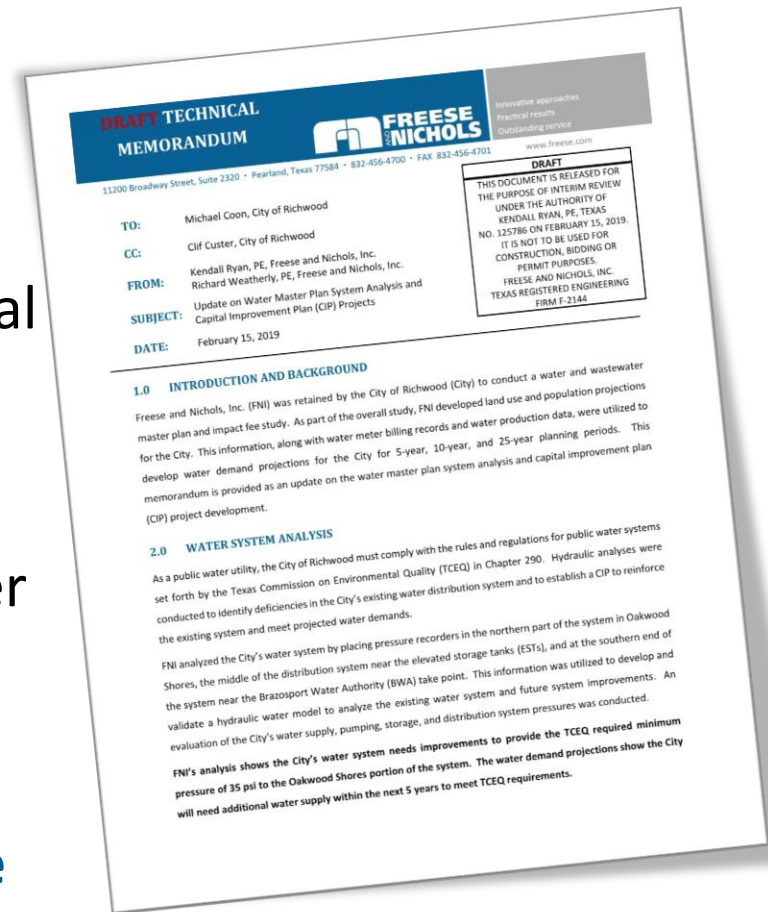
**Four Sensors
Capturing Pressure
Readings Every
Five Minutes**



- Low water system pressures were measured (below 35 psi)
- TCEQ requires minimum pressure to be > 35 psi

Water System Path Forward

- FNI provided an evaluation of water system alternatives (February 2019)
- **A water plant with pump station** was determined to be the most economical project to provide the TCEQ required minimum pressure of 35 psi.
- **North Pump Station** is currently under design by 3rd Party
- **FNI recommends construction of future water CIP projects to continue to improve water system**





Agenda

- **Master Plan Orientation/Overview**
- **Population Projections**
 - Water Demand and Wastewater Flow Projections
- **Water System Overview**
 - ✓ TCEQ Water System Design Criteria
 - ✓ Pressure Testing Results
 - ✓ Water System Path Forward
- **Wastewater System Overview**
 - ✓ TCEQ Wastewater System Design Criteria
 - ✓ Flow Monitoring Results
 - ✓ Wastewater System Path Forward
- **Water and Wastewater Capital Improvement Plans**
- **Next Steps**

30

- Texas Commission on Environmental Quality
 - Chapter 217 of Texas Local Government Code
- Chapter 217 says:
 - §217.53 (j) (3) that “An owner must ensure that the collection system has capacity to prevent a surcharge.”
 - §217.61 (c) that “the firm pumping capacity of a lift station must handle the peak flow.”
- The peak flow includes the domestic wastewater contribution plus the wet weather infiltration and inflow (I/I)
- **Surcharging** occurs when a gravity pipe is full of wastewater and could cause an overflow
- An **Overflow** is an unauthorized discharge of untreated wastewater from the wastewater system

Effective: December 4, 2015

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Permanent Rule Change

Rule Project No. 2012-040-217-OW
Amendment to Chapter 217: Design Criteria

Chapter 217
Design Criteria for Domestic Wastewater Systems
Subchapters A, B, C, D, E, F, G, H, J, K, L, M



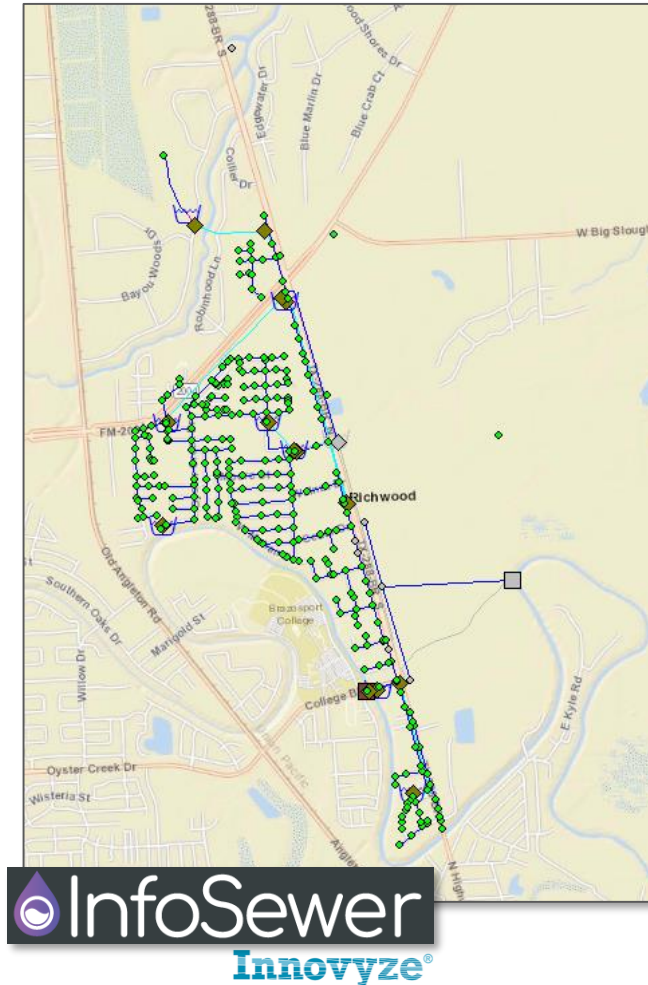
Wastewater System Overview

Existing Wastewater System

- 16 miles of sewer lines
(6-inch – 36-inch diameters)
- 10 lift stations
- 1 wastewater treatment plant* (WWTP)

- * WWTP jointly owned by Richwood and Clute
 - Richwood has 25% ownership of the 4 MGD plant.
 - Operated by Brazosport River Authority (BRA)

Richwood Wastewater Model



Wastewater Treatment

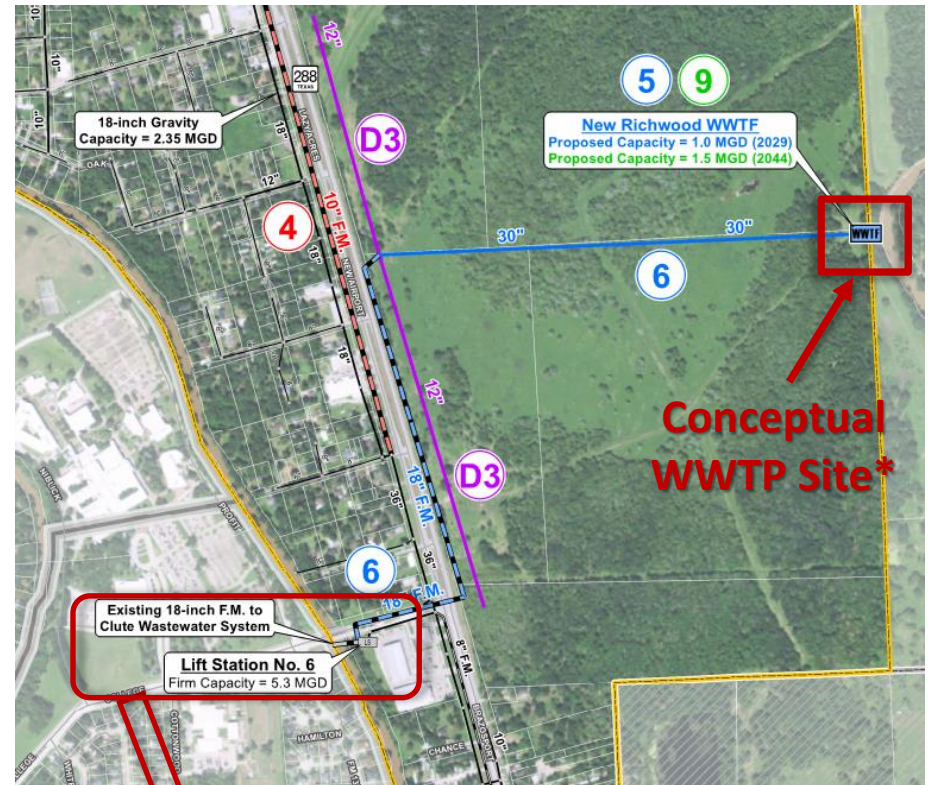
Existing Treatment

- Pay to transport wastewater to jointly operated WWTP
- Richwood nearing allotted limit of flows

33

Proposed WWTP CIP Project

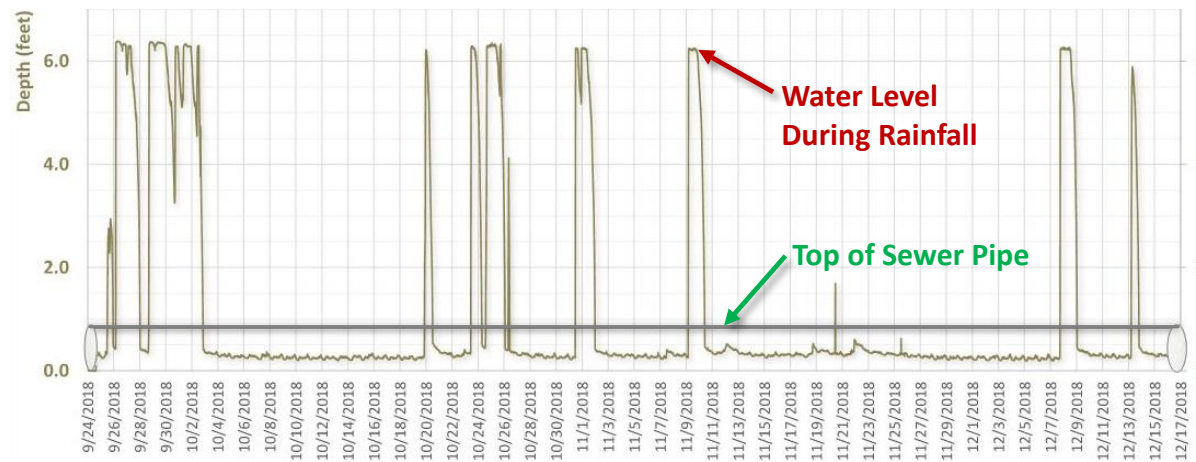
- Sell back 25% stake in joint WWTP
- Construct Richwood's own WWTP
- Apply transport costs towards operation and maintenance



* To be verified via future siting study

To Richwood/Clute WWTP

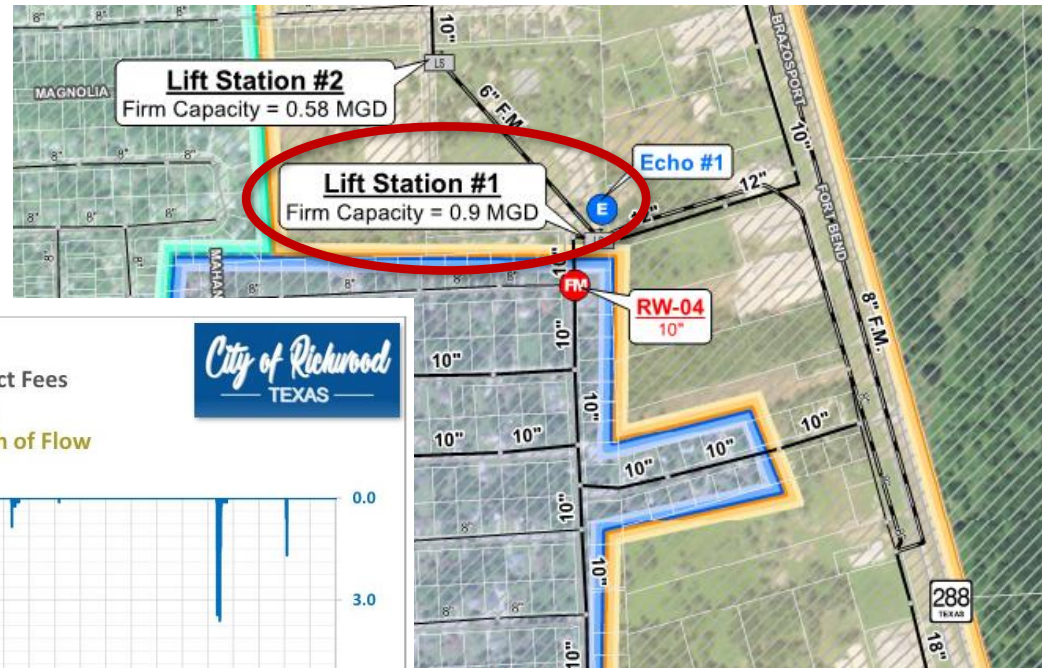
**FREESE
AND
NICHOLS**



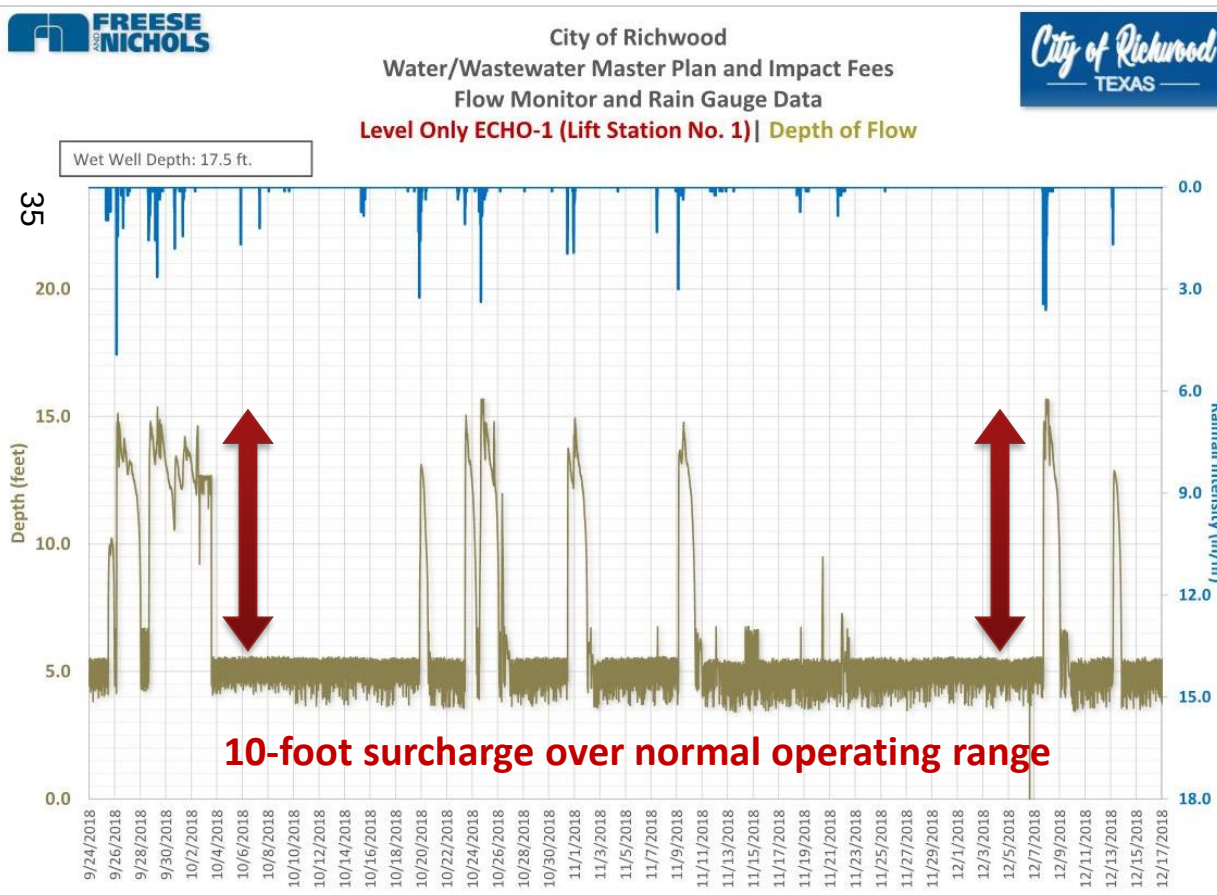
Six Sensors Capturing Flow and Level (Depth) Readings Every Five Minutes

Flow Monitoring Results

- Lift Station No. 1 undersized for observed peak flows

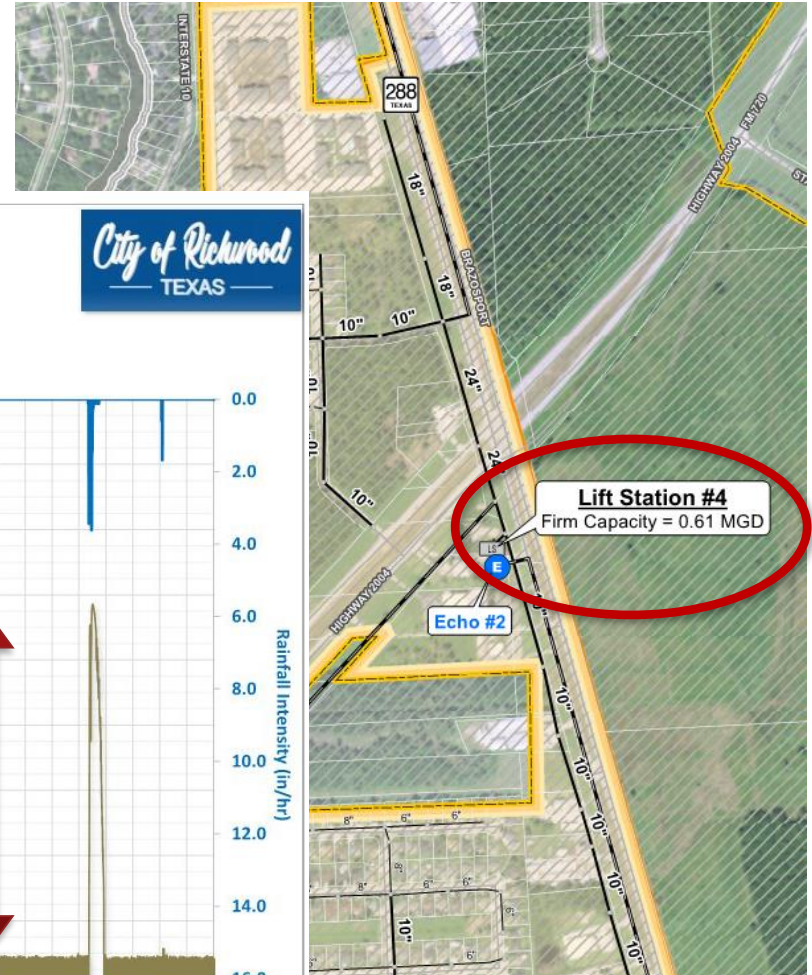
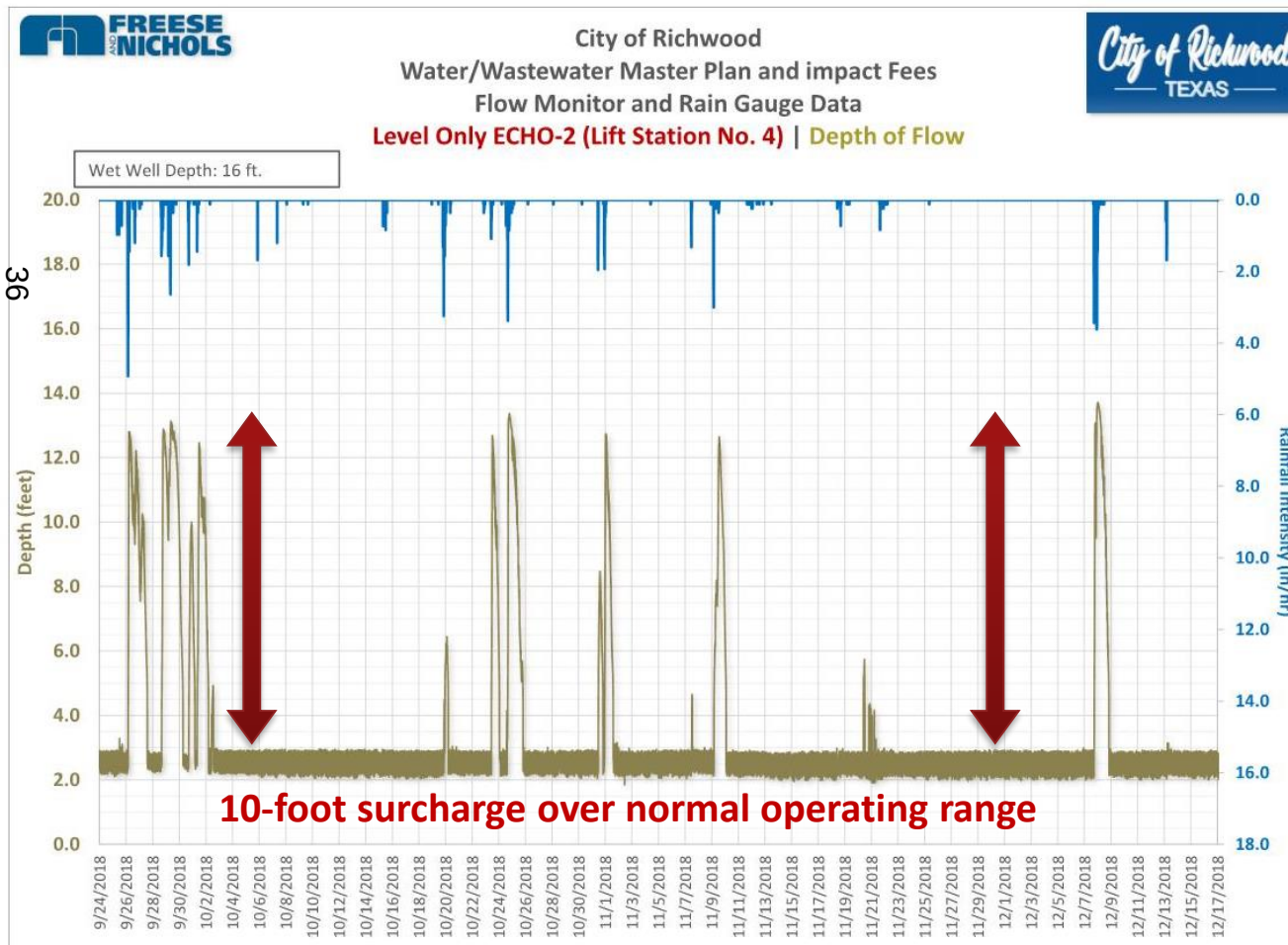


- Lift Station No. 1 not designed to accept flows from Lift Station No. 2



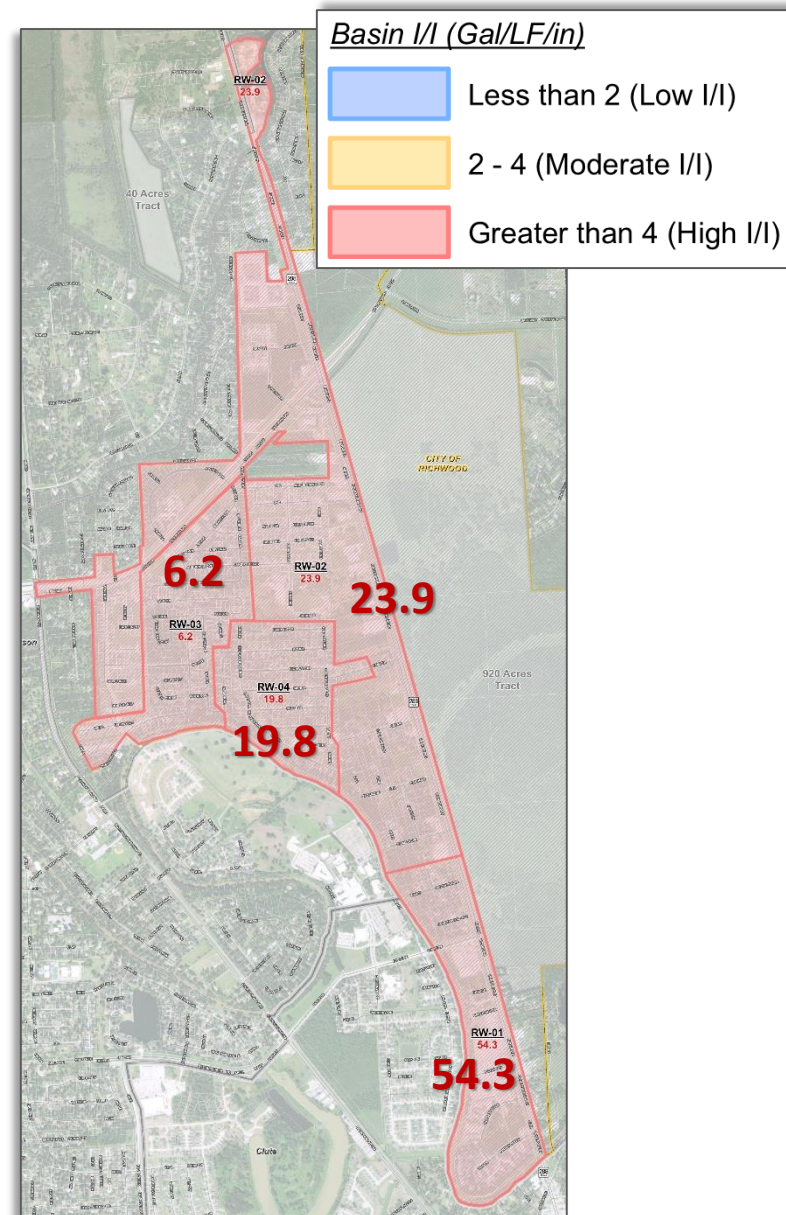
Flow Monitoring Results

- Lift Station No. 4 undersized for observed peak flows



Inflow and Infiltration Results

- Inflow and Infiltration (I/I) is rainwater and groundwater that enters sewer pipes and manholes
- I/I can be thought of as the “leakiness” of the system
- **High I/I** is addressed through Sanitary Sewer Evaluation Study (SSES) projects
- Three SSES projects are included in the Wastewater CIP



- **Major Issues:**

- Lift stations No. 1 and No. 4 are undersized for existing peak flows
 - Risk of unauthorized discharge
- High I/I in all four flow monitor basins (throughout system)
 - Increases conveyance and treatment costs and contributes to surcharging/overflows

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- **FNI Recommends beginning the SSES and Lift Station Expansion Projects (5-Year CIP)**



Agenda

- **Master Plan Orientation/Overview**
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- **Water System Overview**
 - ✓ TCEQ Water System Design Criteria
 - ✓ Pressure Testing Results
 - ✓ Water System Path Forward
- **Wastewater System Overview**
 - ✓ TCEQ Wastewater System Design Criteria
 - ✓ Flow Monitoring Results
 - ✓ Wastewater System Path Forward
- **Water and Wastewater Capital Improvement Plans**
- **Next Steps**

Water CIP Projects

Phase	Project Number	Project Name	Cost (2019 Dollars)
5-Year (by 2024)	1	North Water Plant (Located in Oakwood Shores) 	\$ 4,049,800
	2	Construct New 12-inch East Water Line Loop 	\$ 2,457,800
	3	Construct New 0.5 MG Ground Storage Tank at BWA Take Point 	\$ 780,000
	Total 2019 - 2024		\$ 7,287,600
10-Year (by 2029)	4	New 0.5 MG Elevated Storage Tank (EST) 	\$ 2,925,000
	5	Replace System Pumping	\$ 2,340,000
	Total 2024 - 2029		\$ 5,265,000
25-Year (by 2044)	6	Raise Elevated Storage Tank (0.25 MG)	\$ 546,000
	7	Construct Additional 650 gpm (0.94 MGD) Pumping	\$ 1,950,000
	8	Rehab/Replace 330,000 Gallon GST	\$ 514,800
	Total 2029 - 2044		\$ 3,010,800
Total Water CIP			\$ 15,563,400
Developer Projects	D1	Construct New Northeast 8-inch Water Line Loop	\$ 1,852,400
	D2	Construct New East 12-inch Water Line Loop	\$ 3,202,300



Included in Impact Fee CIP

Wastewater CIP Projects

Phase	Project Number	Project Name	Cost (2019 Dollars)
5-Year (by 2024)	1	Sanitary Sewer Evaluation Study (SSES) - Phase 1 (Lift Station No. 1 and No. 2 Service Areas)	\$ 136,100
	2	New 1.5 MGD Lift Station No. 2A and 8-inch Force Main 	\$ 2,614,600
	3	Sanitary Sewer Evaluation Study (SSES) - Phase 2 (Hwy 288B Corridor & Part of Lift Station No. 4 Service Area)	\$ 193,500
	4	New 2.6 MGD Lift Station No. 4A and 10-inch Force Main 	\$ 3,379,000
	Total 2019 - 2024		\$ 6,323,200
10-Year (by 2029)	5	New 1.0 MGD Wastewater Treatment Facility 	\$ 13,260,000
	6	New Wastewater Transfer System (Lift Station No. 6 to New WWTF) 	\$ 3,381,700
	7	Sanitary Sewer Evaluation Study (SSES) - Phase 3 (Lift Station No. 3 Service Area)	\$ 99,800
	8	Lift Station No. 3 Expansion to 0.8 MGD	\$ 842,400
	Total 2024 - 2029		\$ 17,583,900
25-Year (by 2044)	9	WWTF 0.5 MGD Expansion to 1.5 MGD Capacity	\$ 6,240,000
	Total 2029 - 2044		\$ 6,240,000
Total Wastewater CIP			\$ 30,147,100
Developer Projects	D1	New 12-inch Gravity Lines along FM 2004/288B	\$ 1,054,000
	D2	New 8-inch Gravity Lines, 0.14 MGD (100 gpm) Lift Station, & Force Main	\$ 996,300
	D3	New 12-inch Gravity Lines East of Highway 288B	\$ 818,800



Included in Impact Fee CIP

Wastewater Capital Improvements Plan - Implementation

Next Steps

- Council feedback on Water and Wastewater Master Plan
- Adoption of Water and Wastewater Master Plan CIP
- Consider TWDB State Revolving Fund (SRF) Loan* for **Wastewater CIP Projects 1 & 2**

Project Number	Wastewater CIP Projects No. 1 & 2	Cost (2019 Dollars)
1	Sanitary Sewer Evaluation Study (SSES) - Phase 1 (Lift Station No. 1 and No. 2 Service Areas)	\$136,100
2	New 1.5 MGD Lift Station No. 2A and 8-inch Force Main	\$2,614,600
Total		\$2,750,700

*More information on next slide

Clean Water State Revolving Fund

- Sewer financing at rates below market
- Multi-year financing allows phased closing of funding
 - Don't incur interest on construction dollars until you need them
- Steps:
 - **Pre-Application Stage (PIF) (1-2 months)** ✓ **Process started**
 - **Application Stage (6-9 months)**

Clean Water State Revolving Fund

TWDB loan calculated savings: **\$758,239.00**

- **Wastewater CIP Projects 1 & 2**
- 44 ■ Interest Rate of 0.34% vs. Market Rate of 1.997%*
- *Calculated on 9/24/2019 by Texas Water Development Board*

Rates are fixed at closing (after **Application Stage)*

Thank You!



Kendall Ryan, P.E.

(832) 456-4732

Kendall.Ryan@freese.com

Five Year Strategic Plan

Keep Richwood Beautiful

2020-2025

By: Kimberly Mayer

Mission Statement

- ▶ To engage and embolden our residents to pursue a vibrant and appealing community through environmental stewardship.
- ▶ Motto- Teach them to care.
- ▶ Values- To create a high level of aesthetics in our parks and community.

Championing the Cause



Annual Revenue

- ▶ \$14,000 to \$16,000 from Water bill
- ▶ City should begin to charge the apartment complexes by each apartment to increase revenue
- ▶ Add money making activities to yearly events- concessions, reusable bags, raffle, etc.
- ▶ Seek donations and partnerships with the business community

Goals and Tasks

- ▶ Beautification
- ▶ Park improvements
- ▶ Money making opportunities
- ▶ Event build up and preparation
- ▶ Community Garden
- ▶ Reports, surveys, grants, and awards are completed

Goals and Tasks by Park

- ▶ Bobby Ford- BBQ stations and picnic tables, powerwash signs and playground equipment, deep clean and paint bathrooms
- ▶ Larry Johnson- covered picnic tables with BBQ grill, shade trees, walking trail, and or new playground equipment
- ▶ Municipal Park- BBQ stations, fix lights around the trail, clean and repair existing park equipment, deep clean and paint outbuildings
- ▶ Freedom Park- TBD
- ▶ Pocket Park- covered picnic table and aesthetically pleasing shrubbery and trees
- ▶ Dorothy Torrance- paint gazebo and plant jasmine or vine or other attractive plants and flowers

Goals and Tasks for KRB

- ▶ Design and promote our own reusable tote bag
- ▶ Shade trees and shrubbery for parks and medians
- ▶ Educational video on Recycling
- ▶ T-shirts for clean up days
- ▶ Casual shirts for events
- ▶ Use Richie Raccoon at every event

SWOT Analysis

- ▶ Strengths- motivated and ambitious board, regular income
- ▶ Weaknesses- limited number of board members/volunteers
- ▶ Opportunities- grants, creating volunteerism, creating partnerships
- ▶ Threats- change in leadership, loss of board members, hurricanes, flooding

Financial Projections

- ▶ Community Garden*- \$3,000 to \$5,000
- ▶ Trees and shrubs- \$50 per tree \$20 per shrub
- ▶ Park improvements-
- ▶ Yearly events-
- ▶ Advertising and public relations-

Ongoing and annual projects

- ▶ Landscaping to include trimming trees and bushes, planting trees where needed
- ▶ Cleanups and Committee workdays- budgeted in each years budget
- ▶ Reading at local schools about recycling and caring for the environment- already funded by the purchase of books in 2019
- ▶ Bike Rodeo @National Night Out- funded by Municipal Court
- ▶ Recycling Events such as Earth Day- minimal cost and budgeted each year
- ▶ Back to School Movie Night and School Supply Drive- comes out of our Parks and Recreation Budget

What can we do now to make an impact

- ▶ Reading in the schools
- ▶ Recycling Events
- ▶ Cleanups and committee workdays
- ▶ Landscaping and garden type work in the parks
- ▶ Design, promote, and sell KRB products such as reusable tote bags and tumblers and flags
- ▶ Partner with schools, churches, and businesses to create a tighter sense of community and illicit more resident participation
- ▶ Create a sense of pride for our community- start an unsung hero award and create a City of Richwood flag to be flown at City Hall and when the American flags are placed around town

This year

- ▶ Review and adopt new park Ordinance
- ▶ Begin planning for Community Garden
- ▶ Help fund and volunteer at All America Night
- ▶ Educate residents on Recycling with free publications
- ▶ Plan and attend Spring and Fall Clean ups
- ▶ Partnering with schools, churches, and businesses

The year 2020

- ▶ Consider an upgrade of park equipment- beginning with Larry Johnson Park
- ▶ Community Garden- up and running by April 2020
- ▶ Promotional Product Design- design and sell products as a fundraiser for projects
- ▶ 1K Fun run and Walk- Christmas ***NEW

The year 2021

- ▶ Upgrade park furniture
- ▶ Add visual and artistic aesthetics such as murals and metal art
- ▶ Youth Summer Camp
- ▶ Recycling bins and signage for the parks (will utilize Waste Connections green carts until then)
- ▶ Trees and shrubbery in medians
- ▶ Apply for more grants
- ▶ Recycling glass and plastic bags~receptacle @City Hall
- ▶ Be in talks to get Keep Richwood Beautiful painted on the new water tower

The year 2022

- ▶ Continue saving and fundraising to be able to fund current and future projects

The year 2023

- Upgrade and install lighting at Municipal Park

The year 2024

- Consider the possibility of resurfacing the walking trails at Municipal Park and Bobby Ford Park

Park by Park

Keep Richwood Beautiful Five Year Strategic Plan

By: Kimberly Mayer



Larry Johnson Park

2004 and the entrance to Audubon Woods 2

Larry Johnson Park

2004 and the entrance to Audubon Woods 2

- ▶ We feel that this park has the most potential to be upgraded with new playground equipment, covered picnic tables, bbq pits, a water fountain, and benches.
- ▶ This park should be first in priority and we would like to see upgrades within the year 2021.

Freedom Park

On Halbert next to the Fire Station



- ▶ No immediate plans for this park other than some clean up and trimming back of the bushes and trees.

Freedom Park

On Halbert next the Fire Station



Richwood Municipal Park

Richwood Municipal Park

Across from Polk Elementary

- ▶ Save for and possibly raise funds to upgrade lighting in and around the walking trail.
- ▶ Annual upkeep to include power washing park equipment, painting outbuildings, deep cleaning the bathrooms, trimming trees, mulching, etc.
- ▶ Possibly painting murals or KRB logo on bathrooms or outbuildings
- ▶ Repairs made to tennis court net and power washing the court



Bobby Ford Park

485 Oystercreek Ct

Bobby Ford Park

485 Oystercreek Ct

- ▶ Annual upkeep to include trimming trees, mulching, general clean up, power washing park equipment and signs.
- ▶ Painting and deep cleaning bathroom and possible mural or KRB Logo painted on the outbuilding.
- ▶ Replace wooden steps on the climbing structure.



Community Garden

Oystercreek behind Richwood Supermarket

Community Garden

- ▶ Connect to the main water source to allow for several water connections/hoses.
- ▶ Build and install 6-10 raised beds
- ▶ Purchase and install small storage building to store garden tools and watering cans, etc.
- ▶ Prepare for and raise funds for fencing the perimeter of the land. Not anticipating this until 2021 or later.

Pocket Park @Cardinal and Bluejay



Pocket Park @Cardinal and Bluejay

- ▶ Purchase and install covered picnic table or gazebo type structure. TBD
- ▶ Addition of landscaping and beautification items such as trees, shrubs, plants.
- ▶ Add a water fountain that is combined to accommodate humans at the top and dogs at the bottom.





Richwood Parks

Richwood Parks

Legend

- Audubon 2 Pocket Park
- Bobby Ford Park
- Dorothy Torrence Park
- Freedom Park
- Larry Johnson Park
- Municipal Park

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Municipal Park

- Roughly 5000 sq. ft. and 600 sq. ft. covered pavilion
- Splash pad
- Tennis court
- Assorted playground equipment
- 1/3-mile walking track
- Restrooms
- Soccer field
- Baseball Field
- Community Building



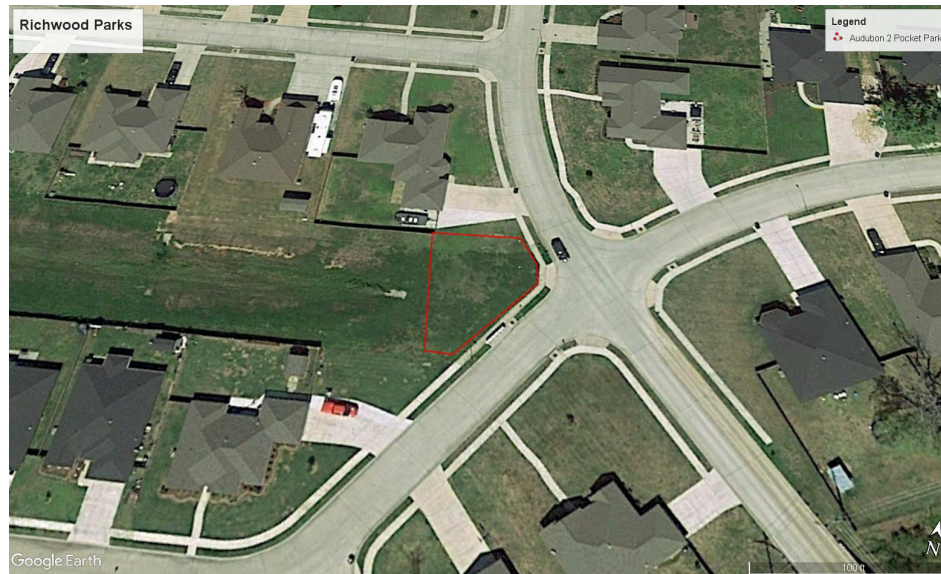
Larry Johnson Park

- Basketball Court
- Swing Set
- Available water source



Audubon woods 2 pocket park

- Roughly 3500 sq. ft. to utilize
- Currently no existing park amenities



Bobby Ford Park

- 600 sq. ft. covered pavilion
- 1/6-mile walking track
- Assorted playground equipment
- Basketball court
- Restroom
- Fishing Pier



Freedom Park (memorial park)

- Decorative foliage
- Memorial bench and plaque
- Flagpole



Dorothy Torrance Park

- Gazebo
- Memorial stone





1800 Brazosport Blvd
Richwood, TX 77531
(979)265-2082 (979)265-7345 (fax)

APPLICATION FOR REPLAT REQUEST

PLEASE NOTE: The following questions must be answered completely. If additional space is needed, attach extra pages to the application. Contact the City of Richwood at (979) 265-2082 for clarification of terms or for specific zone district requirements.

DATA ON APPLICANT AND OWNER:

Name: Molnita Han Date: 08/21/19
Address: 13804 Morgan Bay Dr Pearland Tx 77584
Home Phone: 281-701-8414 Business Phone: _____

SUBJECT PROPERTY:

Address of property in question: 31824 Bayou Bend Richwood Tx 77531
Legal Description of property: Oakwood Shores Block 1, lot 41 & 42
Current Zone: R4- Residential
Zone being requested: Residential

PURPOSE OF THE REPLAT (be specific): _____

New Residential

I (we) certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate to the best of my knowledge and belief. I also hereby give permission for the members of the City of Richwood Planning and Zoning and City Staff to access the property in question for the purpose of gathering information to make an informed decision on this request.

Molinda Han
Name of Applicant

RECEIVED AUG 21 2019

Molinda Han
Signature of Applicant

08/21/19
Date

IMPORTANT:

A drawing, including all dimensions and structures, must be attached along with the applicable fee, to be considered. Failure to include both will result in automatic denial of application.

TAX CERTIFICATE



RO'VIN GARRETT, PCC
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
111 E. LOCUST
ANGLETON, TEXAS 77515

Issued To:

MOLNITA KAN
31834 BAYOU BEND
RICHWOOD, TX 77531

Legal Description

OAKWOOD SHORES (A0030-A0333) (RICHWOOD)
BLK 1 LOT 41-42 ACRES 2.461

Fiduciary Number: 27531527

Parcel Address: 31834 BAYOU BEND

Legal Acres: 2.4610

Account Number: 6832-0001-041

Certificate No: 241356537

Certificate Fee: \$10.00 CASH

Print Date: 08/28/2019 10:00:21 AM

Paid Date: 08/28/2019

Issue Date: 08/28/2019

Operator ID: LCASTRO

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2018. TAXES THRU 2018 ARE PAID IN FULL. TAXES HAVE NOT BEEN CREATED FOR YEAR(S): 2019.

Exemptions:

Certified Owner:

KAN MOLNITA
13804 MORGAN BAY DR
PEARLAND, TX 77584-3959

Certified Tax Unit(s):

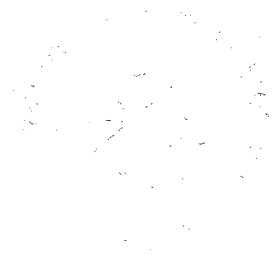
1 BRAZORIA COUNTY
9 SPECIAL ROAD & BRIDGE
22 BRAZOSPORT ISD
41 PORT FREEPORT
45 BRAZOSPORT COLLEGE
52 VELASCO DRAINAGE DIST. NO 2
91 CITY OF RICHWOOD

2018 Value:	112,500
2018 Levy:	\$3,123.15
2018 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

Reference (GF) No: N/A

Issued By:

RO'VIN GARRETT, PCC
BRAZORIA COUNTY TAX ASSESSOR - COLLECTOR
(979) 864-1320, (979) 388-1320, (281) 756-1320



STATE OF TEXAS - COUNTY OF BRAZORIA

I, MOLNITA KAN, THE OWNER OF LOTS 41 AND 42, BLOCK 1, OF OAKWOOD SHORES SUBDIVISION SECTION 8 AS RECORDED IN COUNTY CLERK'S FILE NO. 2008-019216, O.R.B.C., DO HEREBY MAKE RE-PLAT OF SAID PROPERTY ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, EASEMENTS, AND RIGHT-OF-WAY SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, EASEMENTS AND RIGHT-OF-WAY SHOWN HEREON FOR THEIR USE FOREVER, AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS OR ALLEYS, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE OF THE LAND SO DEDICATED.

MOLNITA KAN

OWNER: MOLNITA KAN
31034 BAYOU BEND
RICHWOOD, TX 77354-3959

STATE OF TEXAS - COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MOLNITA KAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES _____

PLANNING AND ZONING COMMISSION

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION (OR THE CITY COUNCIL IF THERE IS NO PLANNING AND ZONING COMMISSION) OF THE CITY OF RICHWOOD, TEXAS, HAS APPROVED THIS REPLAT AND SUBDIVISION OF 2.46 ACRES KNOWN AS LOTS 41 AND 42, BLOCK 1 CONVEYED TO MOLNITA KAN AS SHOWN HEREIN.

"IN TESTIMONY WHEREOF, WITNESSES THE OFFICIAL SIGNATURES OF THE CHAIRMAN AND THE SECRETARY OF THE PLANNING AND ZONING COMMISSION, THIS THE _____ DAY OF _____, 2019."

CHAIRMAN

SECRETARY

RICHWOOD CITY COUNCIL

"THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF RICHWOOD, TEXAS, HAS APPROVED THIS REPLAT AND SUBDIVISION OF 2.46 ACRES KNOWN AS LOTS 41 AND 42, BLOCK 1 CONVEYED TO MOLNITA KAN AS SHOWN HEREIN."

"IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURES OF THE MAYOR, CITY COUNCIL, SECRETARY OF THE CITY OF RICHWOOD, TEXAS, THIS THE _____ DAY OF _____, 2019."

MAYOR

POSITION 1

POSITION 2

POSITION 3

POSITION 4

POSITION 5

SECRETARY

STATE OF TEXAS - COUNTY OF BRAZORIA

THIS IS TO CERTIFY THAT I, GEORGE K. LANE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL LOTS, ARE, OR WILL BE UPON COMPLETION OF CONSTRUCTION, PROPERLY MARKED WITH 1/2-INCH IRON RODS, TWO (2) FEET LONG; AND THAT ALL BOUNDARY CORNERS AND TANGENTS ARE, OR WILL BE UPON COMPLETION OF CONSTRUCTION, PROPERLY MARKED WITH MINIMUM 3/4-INCH IRON PIPES; AND THAT THIS PLAT CORRECTLY REPRESENTS THE SURVEY BY ME "TO THE SURVEYORS CERTIFICATION."

GEORGE K. LANE, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6088

STATE OF TEXAS - COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GEORGE K. LANE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

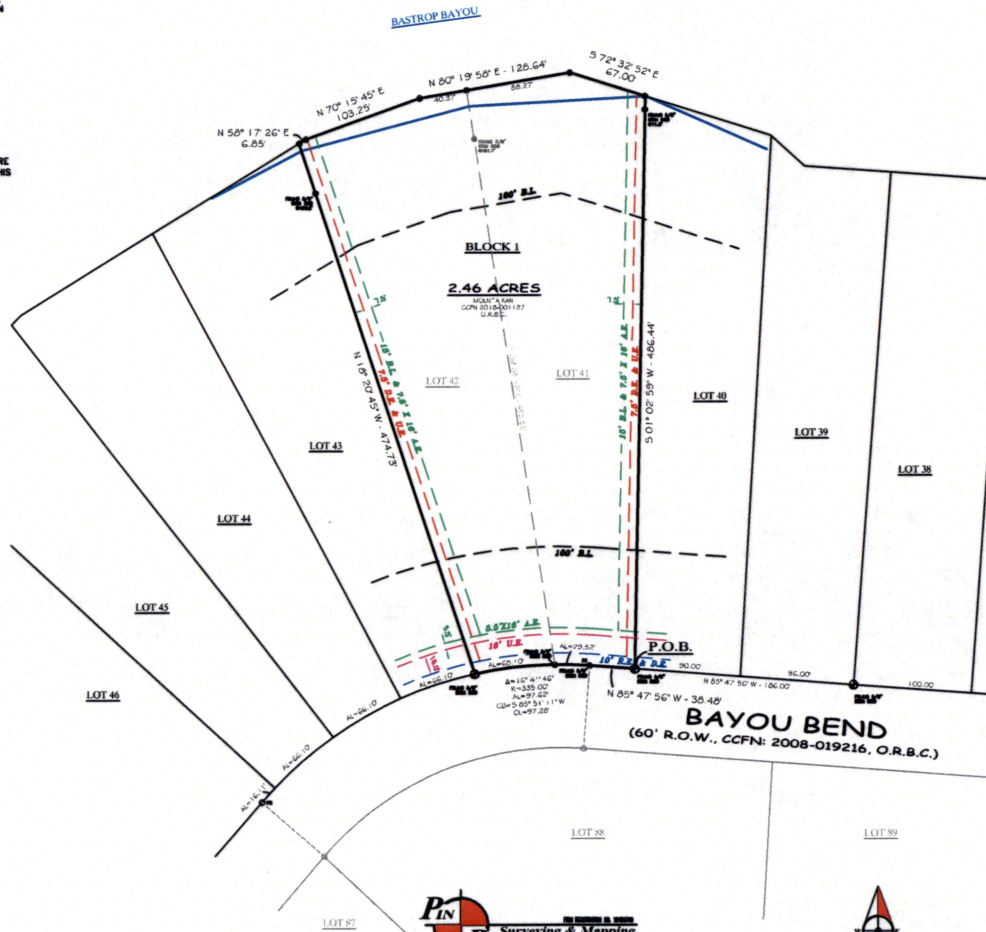
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
MY COMMISSION EXPIRES _____

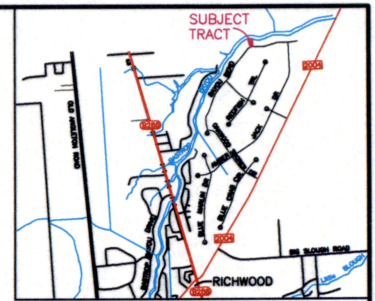
VELASCO DRAINAGE DISTRICT

THE SOLE PURPOSE OF THIS PLAT AMENDMENT IS TO MAKE TWO LOTS INTO ONE LOT, NO CHANGE IN DRAINAGE PATTERN OR OTHER IMPACT IS ANTICIPATED, NOR REQUIRES VELASCO DRAINAGE DISTRICT APPROVAL.

REPLAT OF LOTS 41 & 42, BLOCK 1 OF OAKWOOD SHORES SUBDIVISION, SECTION 1 BEING A 2.46 ACRE TRACT OF LAND KNOWN AS LOTS 41 AND 42, BLOCK 1, OF OAKWOOD SHORES SUBDIVISION, SECTION 1, RECORDED IN COUNTY CLERK'S FILE NO. 2008-019216 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, BEING THE SAME LOTS 41 AND 42, BLOCK 1 CONVEYED TO MOLNITA KAN RECORDED IN COUNTY CLERK'S FILE NO. 2018-001127 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.



PO Box 3344 Lake Jackson, TX 77566
Phone: (779) 299-3373
FIRM REGISTRATION NO. 10156700



VICINITY MAP
NOT TO SCALE

METES & BOUNDS DESCRIPTION OF LOT 41-A:

Being a 2.46 acre tract of land known as Lots 41 and 42, Block 1, of Oakwood Shores Subdivision recorded in County Clerk's File No. 2008-019216 of the Official Records of Brazoria County, Texas being the same Lots 41 and 42, Block 1 conveyed to Molnita Kan recorded in County Clerk's File No. 2018-001127 of the Official Records of Brazoria County, Texas and being more fully described by metes and bounds as follows: (All bearings based on the South line of Block 1 being - South 85° 47' 56" East.)

BEGINNING at a 5/8" iron rod found in the North right-of-way line of Bayou Bend (60' R.O.W., CCFN 2008-019216, O.R.B.C.) at the common corner of Lots 40 and 41, Block 1 of said S/D for the Southeast corner and TRUE PLACE OF BEGINNING of the herein described tract, said iron rod bears North 85° 47' 56" West - 186.00 feet from a 5/8" iron rod found at the common corner of Lots 38 and 39, Block 1 of said S/D;

THENCE North 85° 47' 56" West [Reference Bearing] - 38.48 feet along the North R.O.W. line of Bayou Bend to a 5/8" iron rod found for the point of curvature of the North R.O.W. line of Bayou Bend, the South line of Lot 41, Block 1 and the point of curvature of the herein described tract;

THENCE along a curve to the left with a central angle of 16° 41' 46" having a radius of 335.00 feet (chord bearing South 85° 47' 46" West - 97.28 feet) and an arc length of - 97.62 feet to a 5/8" iron rod found at the common corner of Lots 42 and 43, Block 1 and the Southwest corner of the herein described tract;

THENCE North 18° 20' 45" West, along the common line of Lots 42 and 43, Block 1 at 430.2 feet pass a 5/8" iron rod found on-line and continue for a total distance of - 474.73 feet to a point in the South bank of Bastrop Bayou for the common corner of Lots 42 and 43, Block 1 and the Northwest corner of the herein described tract;

THENCE along the South bank of Bastrop Bayou the following courses and distances:
North 58° 17' 28" East - 6.85 feet to a point for an angle point,
North 70° 15' 45" East - 103.25 feet to a point for an angle point,
North 80° 19' 45" East - 128.84 feet to a point for an angle point and South 72° 32' 52" East - 67.00 feet to a point for the common corner of Lots 40 and 41, Block 1 and the Northeast corner of the herein described tract;

THENCE South 01° 02' 09" West, along the common line of Lots 40 and 41, Block 1 at 11.2 feet pass a 5/8" iron rod found on-line and continue for a total distance of - 488.44 feet to the PLACE OF BEGINNING and containing 2.46 acres of land, more or less. This description is based on an actual survey made on the ground and is accompanied by a plat prepared under the direct supervision of George K. Lane, RPLS No. 6088 on August 06th, 2019.

NOTES:

- 1) THERE WAS NO PHYSICAL EVIDENCE OF ANY PIPELINE OR PIPELINE EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT.
- 2) ALL DRAINAGE EASEMENTS AND RIGHT-OF-WAYS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- 3) THIS PROPERTY IS LOCATED WITHIN ZONE "AE" AND IS WITHIN THE 100 YEAR FLOOD PLAIN, ACCORDING TO THE FLOOD HAZARD MAP OF BRAZORIA COUNTY, TEXAS, COMMUNITY NO. 485502, PANEL NO. 0810, SUFFIX "H", DATED: JUNE 2TH, 1989.
- 4) ALL CORNERS ARE 1/2" IRON ROD MARKED WITH A PLASTIC AP LABELED "PINPOINT RPLS 6088" UNLESS OTHERWISE LABELED.
- 5) THE PURPOSE OF THIS REPLAT IS TO MAKE 1 LOT OUT OF 2 LOTS (LOTS 41 AND 42, BLOCK 1 CONVEYED TO MOLNITA KAN RECORDED IN CCFN'S 2018-001127, O.R.B.C.)
- 6) REFERENCE BEARING FOR THE SOUTH LINE OF BLOCK 1 OF SAID S/D BEING - N 85° 47' 56" W.
- 7) ALL SIDE LOT BUILDING SETBACK LINES SHALL BE 15 FEET AND ALL REAR LOT BUILDING SETBACK LINES SHALL BE 25 FEET, ON THOSE LOTS WHERE AN EASEMENT EXTENDS BEYOND THE REQUIRED BUILDING LINE, THEN THE OUTERMOST EASEMENT LINE SHALL BE CONSIDERED THE BUILDING SETBACK LINE.
- 8) A 15 FOOT DRAINAGE AND UTILITY EASEMENT ALONG EACH SIDE AND REAR LINE (7.5 FEET EACH SIDE OF THE LOT LINE) ON ALL LOTS EXCEPT WHEN SHOWN OTHERWISE ON FACE OF PLAT. EASEMENTS PER PLAT, COUNTY CLERK'S FILE NO. 2008-033199 & 2010-028285, O.R.B.C., AS SHOWN ABOVE ALONG WITH 15'X16' AERIAL EASEMENT AND A 5.5'X16' AERIAL EASEMENT ALONG THE FRONT 16' U.E. PER PLAT.
- 9) TWO TEMPORARY BENCHMARKS PREVIOUSLY DESIGNATED PER THE PLAT OF OAKWOOD SHORES AS FOLLOWS: T.B.M. NO. 1 - FOUND A SCORDED SQUARE OF TOP OF CONCRETE HEADWALL AT THE CENTERLINE OF WEST END OF 2-4'X6' BOX CULVERTS UNDER F.M. 2004 AT BRAZORIA COUNTY ROAD NO. 223, ELEVATION OF 8.94'. TBM NO. 2 FOUND A SCORDED SQUARE ON TOP OF CONCRETE HEADWALL AT CENTERLINE OF WEST END OF 2-4'X6' BOX CULVERTS UNDER F.M. 2004 AT 7000' NORTH OF COUNTY ROAD NO. 223, ELEVATION OF 8.11'. TEMPORARY BENCHMARK ESTABLISHED BY PINPOINT SURVEY BEING A 60-0 NAIL (12.00" ABOVE MEAN SEA LEVEL) IN A 2"X4" TREE WITH RED SURVEY FLAGGING NEAR THE FRONT PROPERTY LINE OF LOTS 41 AND 42, BLOCK 1, OF OAKWOOD SHORES SUBDIVISION, SECTION 1.

Plat Comments: Replat of Bayou Bend lots 41 & 42 (Oakwood Shores)

Zoning District

R-4: Single-family rural residential

	Comment	Ordinance Section or Reference	Surveyor Response	Completed
1	According to the original plat, the side building lines are 15 feet, there is a shared drainage easement for a total of 15 feet between both property lines (7.5' on each). Please add this side building line.	Oakwood Shores Subdivision Notes		
2	Add applicable notes from the previous subdivision plat of Oakwood Shores Plat.	Oakwood Shores Subdivision Notes		
2	According to Sec. 212.016, this Plat satisfies the requirements of an Amending Plat (Replat one or more lots fronting on an existing street). Public hearing is not required due to this section	Sec. 212.016(11) of the Texas State Local Government Code	no response necessary	
3	Show all existing streets, subdivisions or property ownerships and locations of existing lots, easements, pipelines, fee strips, survey lines, building lines, water courses, or other important information on all sides of the subdivision within 200 feet.	Sec.19-69(11)		
4	Leave the Planning and Zoning Commission certificate month blank, as June-19 has already occurred.	Required Certificates		
5	Provide bench mark information on the plat.	Sec. 19-66 - Staking plat on ground		
6	Send a digital PDF, prior to printing mylars.	Staff		
7	Provide tax certificates for recordation.	Brazoria County Fee		
8	Provide Recordation Fees for recordation	Brazoria County Fee		
9	Signed Mylars, after all comments are resolved.	Brazoria County Recordation Requirement.		

City of Richwood
1800 Brazosport Blvd
Richwood, Texas 77531
Telephone: (979) 265-2082

Receipt No: 29899
Receipt Date: 09/19/2019
Timestamp: 09/19/2019 10:53 AM
Payor: Chanly Group - 31834 Replat

905 Miscellaneous	147.00
	\$147.00
Check #2244	\$147.00
Tendered Amount:	\$147.00
Cash Back:	\$0.00
Total Applied:	\$147.00



City of Richwood

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

MEMORANDUM

TO: Honorable Mayor and Members of Council

FROM: Lindsay Koskiniemi, Interim City Manager

DATE: OCTOBER 10, 2019

ENCLOSURES: 1) Sample Contract between the City of Santa Clara, TX and Volunteer Fire Dept.
2) Contract drafted by City staff, reviewed by City attorney
3) Strategic Plan adopted by Council on July 10, 2017

RE: Historical Overview of Contract Discussion and City Recommendation to Enter Fire Service Agreement Between the City of Richwood and the Richwood Volunteer Fire Department

Overview

On July 10, 2017 Council adopted the enclosed strategic plan that included a plan to enter an agreement for fire services between the City of Richwood and the Richwood Volunteer Fire Department, as seen on page 31 of the Action Steps of the City Operations Objectives – Public Safety, the highest priority item under City Operations. On the date the plan was adopted, the following persons served on Council: Mark Guthrie – Mayor, Frank Blanks, Lauren LaCount, Chris Hardison, and Sarah Reed.

In March of 2019, current Volunteer Fire Chief, Clint Kocurek contacted me, Lindsay Koskiniemi, Finance Director, to request the City's permission to sell Engine 1. I was instructed by former city manager, Michael Coon, to respond to the Chief's request with the need to enter an agreement before allowing the sale, as members of Council had voiced concern about financial transparency. Mr. Coon instructed Police Chief Stephen Mayer to begin drafting a contract for review, using other cities' agreements with volunteer fire departments as a template. Chief Kocurek expressed concern about the police chief drafting the contract; in response to Chief Kocurek's concerns, Mr. Coon stated he delegated the task to Chief Mayer because he did not have time to do it and felt the opportunity to research and draft a contract would provide a professional development opportunity for Chief Mayer.

After the contract was drafted, I reviewed it, the new mayor – Mayor Boykin reviewed it, as did Matt Allen the City's attorney. Comments were made and saved in MS Word's edit mode. On August 23, 2019, I met with Clint Kocurek and Mark Guthrie. The purpose of the meeting was to discuss the contract. In summary, both individuals stated they felt a contract between the VFD and the City would be a great idea, as they felt the fire department was perceived by Council as "outsiders" and asked my help in changing the optics/perception. I suggested we do the following: 1) Get the fire department to review and offer comments to the draft agreement to negotiate and execute the contract; where a large portion of the contract was dedicated to financial reporting and transparency, 2) attend Council meetings – especially in

the event there is any discussion concerning fire dept or public safety, 3) Send me weekly updates so that I can include their volunteerism into the weekly report to Council, 4) Adopt performance metrics that will be included into the City's budget document to report statistics (all other departments have completed this task and are currently measuring performance metrics to report to Council and budget document users.), and 5) Send pictures of responses to fires, if possible and safe to do so, to post on the City's social media page to showcase the department's willingness to respond to emergencies. I fully committed to helping the fire department and was happy to do so, as I felt this would foster and promote a steadfast partnership between the City and fire department.

Kocurek and Guthrie agreed these ideas made sense and agreed to offer comments on the draft contract. I supplied both individuals with an electronic copy and hard copy of the draft. They stated they would present it to the fire department board in the September meeting so that we would have a final draft to present to Council at the October meeting. To date, I have not received any comments on the contract; rather, Chief Kocurek has stated he feels the contract would "drive a wedge between the department and the city."

Recommendation to Council

While not totally understanding the fire department's motivation for no longer wanting an agreement with the City after requesting my help with executing a contract, I have learned that the department's 501c3 status was suspended by the Texas Comptroller's office. As a municipal finance professional, I feel it is in the City's best interest as well as the fire department's to negotiate a contract which includes regular financial reporting. The fire department's approved budget for fiscal year 2020 is \$231,412 in the General Fund, which is supported by tax payer dollars. Additionally, the City collects a donation from utility account holders for the fire department in the amount of \$1.50 for each utility account. The average annual collection for the past 3 fiscal years is \$23,306.90.

I feel it is in the best interest of both parties to execute a contract for fire services with provisions for regular financial reporting. The benefit of a contract is providing transparency to stakeholders and assessing proper funding levels. Chief Kocurek has stated it is very expensive to run a fire department. Financial transparency will help the City determine adequate funding needs and facilitate joint funding efforts for equipment in addition to maintaining compliance and reducing risk.

Request for Council Consideration

I request Council decide if they feel a contract between the City and the Richwood Volunteer Fire Department is appropriate. If Council wants a contract in place, I ask for the fire department's cooperation in participating in the negotiation of the contact with regular communication and in a timely manner.

Thank you,

Lindsay Koskiniemi
Interim City Manager

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2019 by and between the CITY OF RICHWOOD, Texas, hereinafter referred to as the "City" and the RICHWOOD VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the "RVFD". The RVFD is a municipal volunteer fire department created pursuant to Texas Government Code, Title 4, Subsection B, Chapter 419 administered by the City for the provision of emergency services for fires and other emergencies within Richwood and its extraterritorial jurisdiction.

WITNESSETH:

WHEREAS, the Texas Government Code, Title 4, Subtitle B, Chapter 419 provides methods by which cities may provide for fire protection in a fire City of Richwood and its extraterritorial jurisdiction. One (1) method cities may use is to contract with an incorporated nonprofit volunteer fire department;

WHEREAS, the City has elected to provide fire protection services and, at the option of the RVFD, to also provide rescue and first responder services within the boundaries of the City and its extraterritorial jurisdiction; and

WHEREAS, the RVFD has the ability to provide and is able to provide said services within the boundary of the City and its extraterritorial jurisdiction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained the parties hereto contract and agree as follows:

1. Collection of Voluntary Contributions. The City contracts and agrees it will permit a \$1.50 voluntary contribution, which shall be collected by the City pursuant to Section 6-2 of the City Ordinance. Funds shall be collected and maintained by the City.

2. Scope of Services to be Provided. The RVFD shall provide and furnish adequate fire protection services, which shall include necessary equipment, personnel, and any and all other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419 for all persons and property located within the City and its extraterritorial jurisdiction. In addition, the RVFD will furnish services, free of charge, to all persons and individuals within the City and its extraterritorial jurisdiction. The RVFD, at its election, shall provide and furnish rescue and first responder services, including the necessary equipment, personnel and other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419. For purposes of this Agreement the term "rescue" shall be defined as the furnishing of services to protect persons within the City and its extraterritorial jurisdiction from injury or death; and the term "first responder" shall be defined as the "furnishing of services in emergencies in accordance with guidelines provided by Section 4.08 of the Richwood City Ordinance Regulating First Responder and Rescue Services in Richwood for the protection of persons within the City of Richwood and its extraterritorial jurisdiction from injury or death."

3. Exclusive use of Funds Paid to the RVFD. All funds paid to the RVFD by the City shall be used exclusively by the RVFD to provide the fire protection services within the City of Richwood and its extraterritorial jurisdiction. Moreover, the RVFD, at its election, may use said funds for the following:

Commented [MA1]: Not sure what this paragraph is saying. I would remove "One (1)..."

Commented [MA2]: What does at its election mean? When will we know if they have elected to provide rescue services or not?

Commented [SMB3]: Somewhere in this section should also be included a requirement that the fire department produce mou's for mutual aid response to our city from theirs and our city to theirs. There maybe a standing agreement with the Brazoria county firefighter's association or Brazoria County... (When the county provided each city with a county bought fire truck (pre-2000) a mutual aid clause was a part of the contract requiring the fire department to respond with that vehicle to any mutual aid calls anywhere in the county). Also... if memory serves correctly, in lieu of providing a county fire truck every 20 or so years, the county pays each department \$15,000 per year for providing mutual aid within the county jurisdictions.

- 45 a) to provide first responder services within the City and its extraterritorial
46 jurisdiction; and
47
48 b) to pay legitimate fire, rescue, and first responder expenses attributable to the
49 services rendered within the City and its extraterritorial jurisdiction.
50

51 4. Compliance with all State and City Laws, Ordinances and Regulations. The RVFD shall operate
52 in compliance with all applicable State and local laws, ordinances and regulations including, but not limited
53 to the Texas Government Code, Title 4, Subtitle B, Chapter 419. The RVFD shall submit incident reports to
54 the City Manager's Office by the 10th of each and every month in accordance with said directives. The
55 RVFD further agrees to file with the City Manager's Office a current list of its Board of Directors, and a
56 roster of its fire department personnel, an annual training report, and a list of all apparatus and equipment
57 including pump and tank size, and specialized fire suppression equipment, no later than June 30th of each
58 year.
59

60 5. Inspection of all Books and Accounts. It is agreed the City may inspect all books and accounts
61 of the RVFD at any reasonable time. It is further agreed the RVFD will present to the City along with their
62 budget, an annual audit by a Certified Public Accountant, which audit shall be in conformity with the most
63 recent version audit policies of the City and Texas Government Code, Title 4, Subtitle B, Chapter 419. RVFD
64 will present fiscal year quarterly financial reports to City Council, in accordance with the City's Investment
65 Policy adopted by City Council on July 8, 2019; which will include regular financial statements including
66 but not limited to: statement of activities, balance sheet, and statement of cash flows and investment
67 activities. The RVFD will also be required to supply a list of uniform and bunker gear inventory, by type,
68 status, and date of replacement, so that the City can adequately budget for fire gear. The City may conduct
69 an audit or inspection of gear for verification and validity of stated shelf life or serving needs. Financial
70 information requested may be modified by the City upon ninety (90) days' notice to the RVFD.
71

72 6. Quarterly Performance Metrics. It is agreed the RVFD will supply quarterly performance metric
73 data to the City. Performance metrics are measurable or quantifiable and will be used to measure
74 efficiency of funding allocated by the City, etc. Performance metrics will be established by City which may
75 include but are not limited to: numbers of calls responded to; response times of calls, types of calls
76 received; number of arson cases; number of cases transferred to other jurisdictions for investigation;
77 number safety and other types of inspections completed; number of breathing apparatuses tested and
78 results, manifest of equipment by type and date to be serviced for preventive maintenance; training
79 attended; certifications earned; etc. Metrics and data requested may be modified by the City upon ninety
80 (90) days' notice to the RVFD.
81

82 8. Budgeting. The RVFD shall comply with City budgeting procedures, along with any and all
83 procedures required by state law. In addition, the RVFD shall submit annual budget estimates in
84 accordance with established City budget timetables along with a supporting letter of request for a
85 proposed tax rate signed by the RVFD's president upon approval of its Board of Directors. The City will
86 provide the RVFD with standard forms for budget submission and the RVFD shall use such standard forms.
87

88 9. RVFD's Formation Documents. The RVFD will file with the City Manager a true copy of its
89 Articles of Incorporation, Bylaws, and standard operating guidelines, and shall furnish any changes made
90 thereto not less than thirty (30) days prior to their effective dates. Further, the RVFD agrees to amend its
91 Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a Texas
92 nonprofit corporation, as required by the provisions of the Business Organization Code, Title 2, Chapter

Commented [SMB4]: Suggest.... "The Fire Department shall submit a summary report of fire department calls responded to within the month (including number of personnel on each call and total man hrs accumulated for each call), current department staffing (both active/inactive), Monthly training hours (total/avg per firefighter), and month to date/year to date mileage driven for all fire department vehicles.

22. Further RVFD members shall adhere to and abide by all requirements of the Richwood Employee Manual. At which time, a RVFD recruit is entered into service, the recruit shall be given a copy of the Richwood Employee Manual and agree to abide by the City's terms of employment. RVFD agrees to abide by public entity purchasing requirements as defined in the Texas State Comptroller's Local Government Code §252.021 - .0436, 262.021 - .030, and 271.021 - .029, which apply to purchases exceeding \$50,000.00 USD.

10. Dissolution or wind up of RVFD

a) In the event the Fire Department (i) dissolves or (ii) ceases to provide any fire protection services, rescue services, or first responder services within the City of Richwood and its extraterritorial jurisdiction, then the Fire Department shall deliver, release, and convey to the City all of its equipment, cash, or other assets to be used by the City exclusively for the provision of fire protection services, rescue services, or first responder services within the City of Richwood and its extraterritorial jurisdiction: provided, however, the following items shall be exempt from the provisions of this Paragraph 10: (i) any real estate leased by the Fire Department and (ii) any funds held by the Richwood Firemen's Association, Inc., a 501(c)(3) corporation.

b) Any equipment conveyed to the City under sub-Paragraph 10(a) shall be subject to any lease-purchase obligations of the Fire Department.

11. Release, Hold Harmless and Indemnification of the City. THE RVFD ON BEHALF OF THE RVFD AND ITS REPRESENTATIVES, SUCCESSORS, ASSIGNS, GUESTS, INVITEES, AGENTS, OR ANY OTHER ASSOCIATED INDIVIDUALS OR ENTITIES THEREWITH (COLLECTIVELY "RELEASOR PARTIES"), AS THE RELEASING PARTY, DO HEREBY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE CITY, ALONG WITH THE CITY'S MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, LAWSUITS AND CAUSES OF ACTION BY RVFD RELATED OR INCIDENTAL TO RVFD'S SERVICES, WHETHER CAUSED BY THE SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE OF THE CITY AND RESULTING IN DAMAGE TO PERSONAL PROPERTY, BODILY INJURY, OR DEATH.

12. Insurance. The City shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following insurance coverage:

a) Comprehensive Automobile Liability Insurance with combined single limits of at least one-million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided. Auto pollution liability shall be included in the coverage.

b) Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.

- 140
- 141 c) Comprehensive General Liability Insurance with limits of at least one million dollars
- 142 (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) aggregate. The
- 143 aggregate shall apply per named insured and per insured location. The policy shall include
- 144 the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good
- 145 Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or
- 146 property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal
- 147 Liability with limits of one-million dollars (\$1,000,000), Pollution Liability arising out of
- 148 emergency operations, training activities or equipment wash downs. D. Directors and
- 149 Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per
- 150 occurrence with two-million dollars(\$2,000,000) aggregate. This policy shall include
- 151 coverage for prior acts. The insureds shall include current volunteers and employees,
- 152 former volunteers and employees, and any persons or organizations providing service to
- 153 the Department under a mutual aid or similar agreement. Coverage shall include civil
- 154 rights type suits such as discrimination and sexual harassment; liability arising out of the
- 155 administration of benefit plans for employees or volunteers and employment related
- 156 practice suites. Coverage shall include claims made for future compensation and benefits
- 157 lost from wrongful termination of an employee.
- 158
- 159 d) Umbrella Liability Insurance with limits of at least one-million dollars (\$1,000,000) per
- 160 occurrence and One-Million Dollars (\$1,000,000) aggregate. The umbrella policy shall
- 161 provide excess coverage over the Auto Liability Policy, General Liability Policy, and the
- 162 Employer's Liability Section of the Workers' Compensation Policy. Volunteers and
- 163 employees shall be included as insureds.
- 164
- 165 e) The Department shall maintain Property Insurance protecting against the risk of direct
- 166 physical loss or damage. The policy covering the building shall be written on a Guaranteed
- 167 Replacement Cost Basis, with coverage included for Building Ordinance, Flood, and
- 168 Earthquake. Coverage shall include Commandeered Property in the amount of two-
- 169 hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a
- 170 replacement cost basis. Coinsurance penalties shall not apply.
- 171
- 172 f) Portable Equipment Coverage shall be provided protecting against the risk of direct
- 173 physical loss or damage, including electrical surges. Coverage shall be provided on a
- 174 Guaranteed Replacement Cost Basis.
- 175
- 176 g) The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and
- 177 Management Liability Policy shall name the County as an additional insured. The
- 178 Department shall furnish the County with Certificates of Insurance showing the type of
- 179 policy, limits of liability, name of insurance companies, policy numbers, effective dates
- 180 and expiration dates of policies.
- 181
- 182 h) Workers' Compensation Insurance covering all volunteers and salaries firefighters
- 183 meeting statutory limits in compliance with applicable State and Federal Laws.
- 184

Commented [LK5]: Possibly consider removing this paragraph. Currently, the City is covering the property insurance through TML, as the fire department is a City-owned building.

Commented [MA6R5]: What is the rate difference?

- i) Each policy shall also contain a ten (10) day notice to the City in the event of cancellation or modification of any stipulated insurance coverage.

Commented [SM7]: Requires City Manager's/Human Resource Director's input.

13. Non-discrimination. In connection with the performance of this Agreement, the RVFD agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, religion, color, sex, age, disability or national origin. Employees, members and applicants must however, be competent and capable to perform the requirements of the job. The RVFD agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, disability or national origin.

14. Successive Renewal Periods. This Agreement is effective as of INSERT DATE and shall automatically renew for successive terms of one (1) year each unless terminated as hereinafter provided. Either party may terminate this Agreement effective at the end of any fiscal year by giving the other party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.

Commented [SM8]: City Manager to determine effective date

15. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the parties hereto.

16. Agreement Binding on Successors. The parties expressly agree this Agreement shall adhere to the benefit of, and be binding upon, the parties, their respective predecessors, assigns, successors, agents, heirs, personal representatives, administrators, executors and legal representatives and all persons, firms or corporations connected therewith forever, and that the terms and provisions of this Agreement are valid, binding and enforceable against each and all of them.

17. Waiver. That the failure of either party to exercise any right granted hereunder, or to insist upon strict compliance by the other party with its respective obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver by either party to require exact compliance with the terms hereof.

IN WITNESS WHEREOF, the City has caused this instrument to be executed by the Mayor of the City of Richwood and attested by the Clerk to said Board, and the RVFD has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

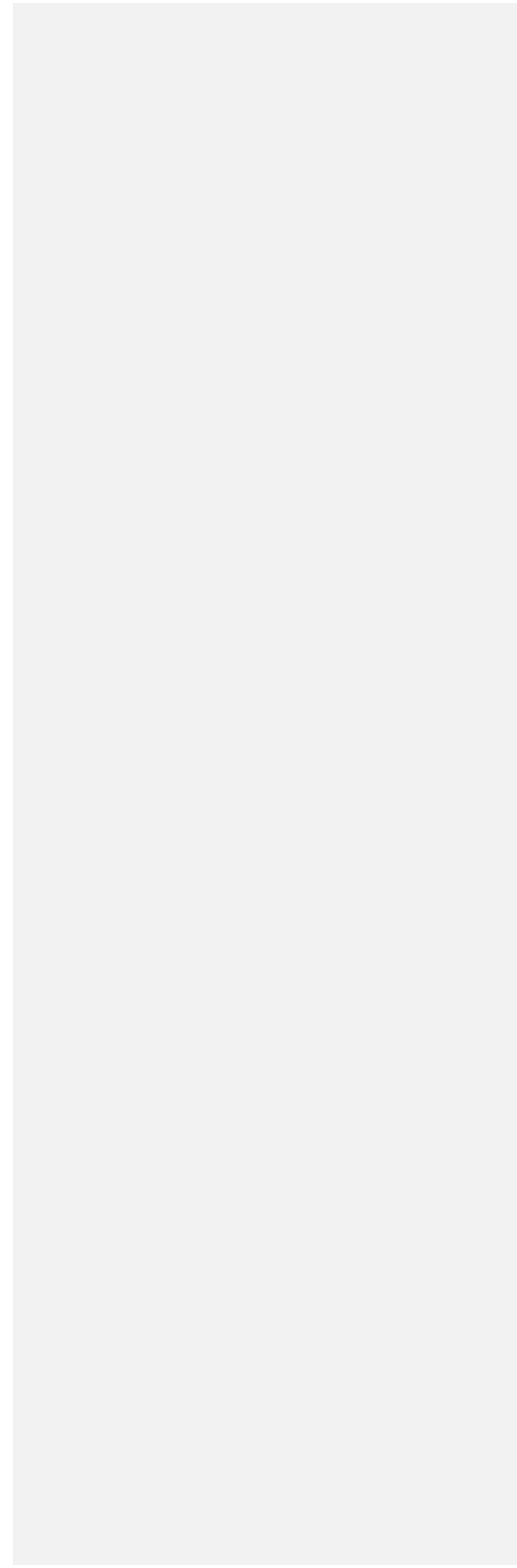
CITY OF RICHWOOD

BY: _____
Steven Boykin, Mayor

229 ATTEST:
230 _____
231 Lindsay Koskiniemi, Richwood Interim City Manager
232 (City Seal)
233
234
235 ATTEST:
236 _____
237 _____
238 Secretary
239 (Corporate Seal)

Richwood Volunteer Fire Department

By: _____
President



- Gov'tal compment unit P#1s
Audit ⇒ Professional Review

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2019~~98~~ by and between the CITY OF RICHWOOD, Texas, hereinafter referred to as the "City" and the RICHWOOD VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the "RVFD Fire Department". The RVFD is a municipal volunteer fire department created pursuant to Texas Government Code, Title 4, Subsection B, Chapter 419 administered by the City for the provision of emergency services for fires and other emergencies within Richwood and its extraterritorial jurisdiction.

WITNESSETH:

THAT WHEREAS, the Texas Government Code, Title 4, Subtitle B, Chapter 419 provides methods by which cities may provide for fire protection in a fire City of Richwood and its extraterritorial jurisdiction. One (1) method cities may use is to contract with an incorporated nonprofit volunteer fire department;

and

WHEREAS, the Richwood Fire Department is a volunteer department created pursuant to Texas Government Code, Title 4, Subtitle B, Chapter 419; and

WHEREAS, the Fire Department is a nonprofit corporation organized for fire protection service purposes as defined in Texas Government Code, Title 4, Subtitle B, Chapter 419; and

WHEREAS, the City has elected to provide fire protection services and, at the option of the Fire Department RVFD, to also provide rescue and first responder services within the boundaries of the City of Richwood and its extraterritorial jurisdiction, by contracting with the Fire Department to provide such services; and

WHEREAS, the Fire Department RVFD has the ability to provide and is ablewilling to provide said services within the boundary of the City of Richwood and its extraterritorial jurisdiction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained the parties hereto contract and agree as follows:

1. Collection of Voluntary Contributions. The City contracts and agrees that it will permit to be collected a \$1.50 voluntary contribution, which shall be collected by the City pursuant to Section 6-2 of the Richwood City Ordinance. distributed in full to VFD at least quarterly.

2. That a special or separate fund shall be collected and maintained by the City for funds collected as a result of said voluntary contributions.

23. Scope of Services to be Provided. The Fire Department RVFD shall provide and furnish adequate fire protection services, which shall include and will provide the necessary equipment, personnel, and any and all other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419 for all persons and property located within the City of Richwood and its extraterritorial jurisdiction. In addition, the RVFD and will furnish services, free of charge, to all persons and individuals within the City of Richwood and its extraterritorial jurisdiction. The The Fire Department RVFD, at its election, shall provide and furnish rescue and first responder services, including the necessary equipment, personnel and other resources as determined by the Texas Government Code, Title 4, Subtitle B, Chapter 419. For

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Commented [MA2]: What does at its election mean? When will we know if they have elected to provide rescue services or not?

Look@ ETJ - their not paying taxes, so are they included in the free of charge?

- Vela suggested offsetting w/ successful fundraisers.

Look into this and see if it makes sense.

★ Fire Marshall interlocal w/ County

purposes of this Agreement the term "rescue" shall be defined as the furnishing of services to protect persons within the City of Richwood and its extraterritorial jurisdiction from injury or death; and the term "first responder" shall be defined as the "furnishing of services in emergencies in accordance with guidelines provided by Section 4.08 of the Richwood City Ordinance Regulating First Responder and Rescue Services in Richwood for the protection of persons within the City of Richwood and its extraterritorial jurisdiction from injury or death."

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→ Again, look @ this.

43. Exclusive use of Funds Paid to the RVFD. That all funds paid to the Fire Department RVFD by the City shall be used exclusively by the Fire Department RVFD to provide the fire protection services within the City of Richwood and its extraterritorial jurisdiction. Moreover, the RVFD and the Fire Department may also, at its election, may use said funds for the following:

a) to provide first responder services within the City of Richwood and its extraterritorial jurisdiction; and and

b) to pay other legitimate fire, rescue, and first responder expenses attributable to the services rendered within the City of Richwood and its extraterritorial jurisdiction.

Commented [SMB3]: Somewhere in this section should also be included a requirement that the fire department produce mou's for mutual aid response to our city from theirs and our city to theirs. There maybe a standing agreement with the Brazoria county firefighter's association or Brazoria County... (When the county provided each city with a county bought fire truck (pre-2000) a mutual aid clause was a part of the contract requiring the fire department to respond with that vehicle to any mutual aid calls anywhere in the county). Also... if memory serves correctly, in lieu of providing a county fire truck every 20 or so years, the county pays each department \$15,000 per year for providing mutual aid within the county jurisdictions.

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54. Compliance with all State and City Laws, Ordinances and Regulations. The Fire Department RVFD shall operate in compliance with and all applicable State and local laws, ordinances and regulations including, but not limited to the Texas Government Code, Title 4, Subtitle B, Chapter 419. The Fire Department RVFD shall submit incident reports to the City Manager's Office by the 10th of each and every month in accordance with said directives. The Fire Department RVFD further agrees to file with the City Manager's Office a current list of its Board of Directors, and a roster of its fire department personnel, an annual training report, and a list of all apparatus and equipment including pump and tank size, and specialized fire suppression equipment, no later than July 31st/June 30th of each year.

65. Inspection of all Books and Accounts. It is agreed that the City may inspect all books and accounts of the Fire Department RVFD at any reasonable time. It is further agreed that the RVFD Fire Department will present to the City along with their budget, an annual audit by a Certified Public Accountant, which audit shall be in conformity with the most recent version audit policies of the City and Texas Government Code, Title 4, Subtitle B, Chapter 419. RVFD will present fiscal year quarterly financial reports to City Council, in accordance with the City's Investment Policy adopted by City Council on July 8, 2019; which will include regular financial statements including but not limited to: statement of activities, balance sheet, and statement of cash flows and investment activities. The fire Department RVFD will also be required to supply a list of uniform and bunker gear inventory, by type, status, and date of replacement, so that the City can adequately budget for fire gear. The City may conduct an audit or inspection of gear for verification and validity of stated shelf life or serving needs. Financial information requested may be modified by the City upon ninety (90) days' notice to the RVFD.

Commented [SMB4]: Suggest.... "The Fire Department shall submit a summary report of fire department calls responded to within the month (including number of personnel on each call and total man hrs accumulated for each call), current department staffing (both active/inactive), Monthly training hours (total/avg per firefighter), and month-to-date/year-to-date mileage driven for all fire department vehicles.

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76. Quarterly Performance Metrics. It is agreed the Fire Department RVFD will supply quarterly performance metric data to the City in conjunction with quarterly financial reports. Performance metrics are measurable or quantifiable and will be used to measure efficiency of funding allocated by the City, etc. Performance metrics will be established by City which may include but is are not limited to: nNumbers of calls responded to; response times of calls, types of calls received; number of arson cases; number of cases transferred to other jurisdictions for investigation; number safety and other types of inspections completed; number of breathing apparatuses tested and results, manifest of equipment by type and date

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to be serviced for preventive maintenance; training attended; certifications earned; etc. Metrics and data requested may be modified by the City upon ninety (90) days' notice to the RVFD.

Include language to say metrics' to be agreed upon by both parties and subject to change based on need.

87. Budgeting. The Fire Department RVFD will shall comply with the City budgeting procedures, along with and other procedures provided any and all procedures required by for by state law. In addition, the RVFD and shall submit annual budget estimates in accordance with established City budget timetables along with a supporting letter of request for a proposed tax rate signed by the Fire Department RVFD's president upon approval of its Board of Directors. The City will provide the RVFD Fire Department with standard forms for budget submission and the RVFD Fire Department shall use such standard forms.

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98. RVFD's Formation Documents. The Fire Department RVFD will file with the City Manager a true copy of its Articles of Incorporation, Bylaws, and standard operating guidelines, and shall furnish any changes made thereto not less than thirty (30) days prior to their effective dates. Further, the RVFD Fire Department agrees to amend its Articles of Incorporation and Bylaws as necessary to meet all minimum legal requirements for a Texas nonprofit corporation, as required by the provisions of the Business Organization Code, Title 2, Chapter 22. Further RVFD members shall adhere to and abide by all requirements of the Richwood Employee Manual. At which time, a RVFD recruit is entered into service, the recruit shall be given a copy of the Richwood Employee Manual and agree to abide by the City's terms of employment. RVFD agrees to abide by public entity purchasing requirements as defined in the Texas State Comptroller's Local Government Code §252.021 - .0436, 262.021 - .030, and 271.021 - .029, which apply to purchases exceeding \$50,000.00 USD.

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10. Dissolution or wind up of RVFD

- 9(a). In the event the Fire Department (i) dissolves or (ii) ceases to provide any fire protection services, rescue services, or first responder services within the City of Richwood and its extraterritorial jurisdiction, then the Fire Department shall deliver, release, and convey to the City all of its equipment, cash, or other assets to be used by the City exclusively for the provision of fire protection services, rescue services, or first responder services within the City of Richwood and its extraterritorial jurisdiction: provided, however, the following items shall be exempt from the provisions of this Paragraph 10: (i) any real estate leased by the Fire Department and (ii) any funds held by the Richwood Firemen's Association, Inc., a 501(c)(3) corporation.

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a)

- b) (b) Any equipment conveyed to the City under sub-Paragraph 10(a) shall be subject to any lease-purchase obligations of the Fire Department.

1011. Release, Hold Harmless and Indemnification of the City, THE RVFD ON BEHALF OF THE RVFD AND ITS REPRESENTATIVES, SUCCESSORS, ASSIGNS, GUESTS, INVITEES, AGENTS, OR ANY OTHER ASSOCIATED INDIVIDUALS OR ENTITIES THEREWITH (COLLECTIVELY "RELEASOR PARTIES"), AS THE RELEASING PARTY, DO HEREBY AND FOREVER RELEASE, HOLD HARMLESS AND INDEMNIFY THE CITY, ALONG WITH THE CITY'S MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, LAWSUITS AND CAUSES OF ACTION BY RVFD RELATED OR INCIDENTAL TO RVFD'S SERVICES, WHETHER CAUSED BY THE SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE OF THE CITY AND RESULTING IN DAMAGE TO PERSONAL PROPERTY, BODILY INJURY, OR DEATH.

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12. Insurance. The Fire Department agrees to hold harmless and indemnify the City from and against any and all liability and expenses including attorney fees, court costs and other costs incurred by the City caused by any act or omission of the Fire Department, its agents and employees. The City shall purchase and maintain, during the term of this Agreement, and any extension hereof, at least the following

insurance coverage:

A. Comprehensive Automobile Liability Insurance with combined single limits of at least one-million dollars (\$1,000,000) per occurrence. Coverage shall be provided under a symbol "1". Coverage shall apply, on an excess basis for hired, borrowed and non-owned vehicles. Coverage shall apply, on a primary basis, for commandeered vehicles. Volunteers or employees shall be considered insureds and volunteers and employees shall have coverage in excess of their personal auto liability limits when they are using their vehicles on behalf of the Fire Department. Fellow member liability shall be provided.

Auto

pollution liability shall be included in the coverage.

a)

B. Auto physical damage shall be provided on an agreed value basis. Coverage shall be included for hire, borrowed or commandeered vehicles without a limit of liability. Coverage shall be provided to bring replacement vehicle up to the most current national standards, such as NFPA or DOT.

b)

C. Comprehensive General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) aggregate. The aggregate shall apply per named insured and per insured location. The policy shall include the following coverage: Volunteers or employees as insureds, Medical Malpractice, Good Samaritan Liability Coverage, Intentional Acts Coverage for both bodily injury and or property damage, Fellow Member Liability, Non-owned Watercraft, Fire Damage Legal Liability with limits of one-million dollars (\$1,000,000), Pollution Liability arising out of emergency operations, training activities or equipment wash downs. D. Directors and Officers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence with two-million dollars

(\$2,000,000) aggregate. This policy shall include coverage for prior acts. The insureds shall include current volunteers and employees, former volunteers and employees, and any persons or organizations providing service to the Department under a mutual aid or similar agreement. Coverage shall include civil rights type suits such as discrimination and sexual harassment; liability arising out of the administration of benefit plans for employees or volunteers and employment related practice suites. Coverage shall include claims

made for future compensation and benefits lost from wrongful termination of an employee.

c)

E. Umbrella Liability Insurance with limits of at least one-million dollars (\$1,000,000) per occurrence and One-Million Dollars (\$1,000,000) aggregate. The umbrella policy shall provide

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- calls
- % business mtgs. annually
- % training annual
- # yrs. before vested

excess coverage over the Auto Liability Policy, General Liability Policy, and the Employer's Liability Section of the Workers' Compensation Policy. Volunteers and employees shall be included as insureds.

d)

City

~~F.~~ The Department shall maintain Property Insurance protecting against the risk of direct physical loss or damage. The policy covering the building shall be written on a Guaranteed Replacement Cost Basis.

with coverage included for Building Ordinance, Flood, and Earthquake. Coverage shall include Commandeered Property in the amount of two-hundred fifty thousand dollars (\$250,000). Contents coverage shall be provided on a replacement cost basis. Coinsurance penalties shall not apply.

e)

~~G.~~ Portable Equipment Coverage shall be provided protecting against the risk of direct physical loss or damage, including electrical surges. Coverage shall be provided on a Guaranteed Replacement Cost Basis.

f)

~~H.~~ The Automobile Liability Policy, General Liability Policy, Umbrella Liability Policy and Management Liability Policy shall name the County as an additional insured. The Department shall furnish the County with Certificates of Insurance showing the type of policy, limits of liability, name of insurance companies, policy numbers, effective dates and expiration dates of policies.

~~I.~~ Workers' Compensation Insurance covering all volunteers and salaries firefighters meeting statutory limits in compliance with applicable State and Federal Laws.

h)

i) ~~J.~~ Each policy shall also contain a ten (10) day notice to the City in the event of cancellation or modification of any stipulated insurance coverage.

143. Non-discrimination. In connection with the performance of this Agreement, the ~~Fire Department~~RVFD agrees not to discriminate against any employee, member, or applicant for employment or membership because of race, religion, color, sex, age, disability or national origin. Employees, members and applicants must however, be competent and capable to perform the requirements of the job. The ~~Fire Department~~RVFD agrees to take all reasonable measures to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, disability or national origin.

124. Successive Renewal Periods. This Agreement is effective as of INSERT DATE and shall automatically renew for successive terms of one (1) year each unless terminated as hereinafter provided. Either party may terminate this Agreement effective at the end of any fiscal year by giving the other party notice at least one (1) year in advance of the end of the fiscal year that the Agreement is to terminate.

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Commented [LK5]: Possibly consider removing this paragraph. Currently, the City is covering the property insurance through TML, as the fire department is a City-owned building.

Commented [MA6R5]: What is the rate difference?

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Commented [SM7]: Requires City Manager's/Human Resource Director's input.

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Commented [SM8]: City Manager to determine effective date

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153. Entire Agreement. This Agreement sets forth the entire understanding of the parties and ~~supersedessupersedes~~ any and all prior agreements, arrangements, and understandings related to the subject matter hereto. This Agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the parties hereto.

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164. Agreement Binding on Successors. The parties expressly agree this Agreement shall adhere to the benefit of, and be binding upon, the parties, their respective predecessors, assigns, successors, agents, heirs, personal representatives, administrators, executors and legal representatives and all persons, firms or corporations connected therewith forever, and that the terms and provisions of this Agreement are valid, binding and enforceable against each and all of them.

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~~That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without prior written consent of the other party, which may be withheld in the sole discretion of a party.~~

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175. Waiver. That the failure of either party to exercise any right granted hereunder, or to insist upon strict compliance by the other party with its respective obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver by either party to require exact compliance with the terms hereof.

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IN WITNESS WHEREOF, the City has caused this instrument to be executed by the Mayor of the City of Richwood and attested by the Clerk to said Board, and the ~~Fire Department~~RVFD has caused this instrument to be signed in its corporate name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by order of its Board of Directors.

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CITY OF RICHWOOD

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BY: _____

~~Mark Guthrie~~Steven Boykin, Mayor

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265 ATTEST:

266 _____

267 _____

268 ~~Michael Coon~~Lindsay Koskiniemi, Richwood ~~Interim~~ City Manager

269 Department

270 (City Seal)

271 By: _____

272 _____ President

273 _____

274 _____

275 ATTEST:

276 _____

277 _____

278 Secretary

279 (Corporate Seal)

Richwood Volunteer Fire Department

Fire

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Rich in History - Focused on the Future

Report and Strategic Plan

**Adopted
July 10, 2017**

**Prepared and Facilitated
By
Ron Cox Consulting**



REPORT AND STRATEGIC PLAN

COMMUNITY/COUNCIL/STAFF PLANNING SESSION

CITY OF RICHWOOD

Session 1 – Mayor and City Council, March 22, 2017

Session 2 – City Staff, May 25, 2017

Session 3 – Council and staff, June 10, 2017

Adopted– July 10, 2017

Introduction

On March 22, 2017, the City of Richwood embarked upon a three-phase approach to planning for the future. The first session was designed as a time for the Mayor and Council to review and refresh the 2016-17 Strategic Plan. This consisted of a review of the plan, determining what had been accomplished, and what needed to move forward. Included was a review of the Vision, Mission and Core Values. These will be looked at in more depth at a later session. Session 2, on May 25, 2017 was designed for staff to review the strategic plan and begin to prepare actionable steps creating an implementation plan for the updated strategic plan. Session 3 on June 10, 2017 was designed to work with the Mayor and Council and key City staff to develop a Governance Model centered around leadership, communications and fulfilling expectations. Session 3 also included a review of the actionable items created by the staff.

During all sessions, the Mayor and Council and staff freely worked together and their work was exemplary in all respects. Ron Cox facilitated the process.

Session 1 March 22, 2017

Session 1 focused on the Vision, Mission, Core Values, and Strategic Plan as prepared earlier by the Council. This session was designed to reset, refresh and revise the existing Strategic Plan first established in 2016 for 2017.

Vision Statement

The Vision Statement for the City of Richmond is as follows:

The City of Richwood is a model for safe and beautiful neighborhoods, (with) a thriving economy with (and) opportunities for families and businesses by being dedicated to serving our community while providing sustainability and diversity for current and future generations.

Broken down more specifically the Vision Statement has several key elements

The City of Richwood is...

- a model for safe and beautiful neighborhoods,
- (with) a thriving economy with opportunities for families and businesses by being
- dedicated to serving our community while
- providing sustainability and diversity for current and future generations.

The Council agreed that service to and meeting the needs of the community is the common thread – at the core of making Richwood the best place to live and work. And that the Council and staff must adapt services to meeting all segments of the population and community, recognizing the diversity of the community and being inclusive of and serving all.

Council then reviewed the 2016-17 Strategic Plan Elements and determined the vision elements, and the strategic plan elements are consistent. The Strategic Plan elements and Vision Elements are as follows.

- Thriving Economy (vision element)
 - Economic Development (plan element)
- Sustainability and diversity (vision elements)
 - Financial stability (plan element)
- Serving our community (vision element)
 - Delivery of city services (plan element)
 - Public safety (plan element)
 - Infrastructure investment (plan element)
 - Parks and beautification (plan element)

2016-17 Strategic Plan

The Council reviewed the 2016-17 Strategic Plan. During the review the Council added broad objectives, and in some cases the elements for a guiding principle for each of the plan elements. Their work is summarized as follows. (Notes and additions are in red).

Financial Sustainability

Guiding Principles: Maintain transparency in budgeting accurately and reflecting the needs of the city. (draft)

- Objective 1.1-Create a “True” budget for all projects.
- Objective 1.2-Maintain adequate financial reserves.
- Objective 1.3-Develop a long term financial planning process.

Notes and broad objectives:

- Combine objectives 1.2 and 1.3 – Develop a long term financial plan in order to
 - Maintain adequate financial reserves.
 - Make each fund self-supporting.
 - Improve the city’s bond rating.

Economic Development

Guiding Principles: TBD

- Objective 2.1-Create a marketing plan for the city.
 - Include vision.
 - Create a brand and a moto for marketing purposes.
- Objective 2.2-Effectively plan and manage land use.
 - Ensure that Richwood development standards and ordinances are adhered to.
 - Update the zoning ordinance and land use plan.
 - Review subdivision ordinance
 - Make effective use of city property.
- Objective 2.3-Develop a comprehensive economic development strategy and funding model.
 - Develop and maintain an economic development policy that establishes standards for economic development incentives.
 - (ie: 380 agreements and other arraignments (arrangements?) to entice businesses to establish in Richwood).

Infrastructure Investments

Guiding Principle: TBD

- Objective 3.1-Sustain a reliable water supply as the city grows we need to prepare for the future water usage.
 - The current water agreement was established in the 1980’s and is guaranteed for 40 years (year 2020). It takes approximately 235 thousand

gallons of water a day to maintain our community. We plan for 300 gallons a day per person.

- Objective 3.2-Maintain and extend water, wastewater and storm water systems.
 - Establish a multi-year CIP that provides for the extension of utilities and drainage systems.
- Objective 3.3-Support investments in city facilities.
- Objective 3.4-Fund a multi-year capital improvement program look at optimizing cost saving opportunities with the use of community partners.
- Objective 3.5-Explore ways for Richwood to be self-sufficient in provision of city services.
- Objective 3.6-Review existing contracts with other contract providers to ensure they are up to date and meet the long term needs of the citizens.

Parks and Beautification of the City

Guiding Principle: TBD

- Objective 4.1-Create a master plan for Richwood parks
- Objective 4.2-Development of a community center providing a quality place for people to gather.
- Objective 4.3-Maintain a high level of aesthetic standards
 - Continue code enforcement efforts.
 - Update code policies.
- Objective 4.4-Develop a program to encourage, recruit, and reward volunteers for service to the city.
- Objective 4.5-Explore opportunities to work with neighboring communities on an interlocal basis for provision of recreation services.

Delivery of City Services (TBD by staff)

Guiding Principle: TBD

- Objective 5.1-Public Safety
 - Review regularly public safety services and programs to ensure sufficient staffing levels to maintain safety for our responders and delivery of service our community deserves.
 - TBD
- Objective 5.2-Public Works
 - TBD
- Objective 5.3-Communications
 - Provide public information outreach programs that inform the public of city operations, accomplishments, and allows for citizen input.
- Objective 5.4- Explore the use of technology to enhance or reduce the cost of services to our community.
 - TBD
- Objective 5.5- Administration
 - TBD

Mission Statement

Based on the vision and strategic plan, the Council reviewed the mission statement for consistency. They determined the mission statement is consistent and up to date.

To provide residents, visitors, and the business community with the highest quality of municipal services in an efficient and courteous manner, and to enhance the quality of life through planning and visionary leadership.

Core Values

Likewise, the Council reviewed the established core values and agreed they should remain as stated. They are as follows.

- Act as good stewards of the city resources.
- Leading the city by serving our community.
- Foster economic growth for today and tomorrow.
- Maintain integrity through transparency.
- Promote a positive quality of life for our community.

Session 2, May 25, 2017

On May 25, 2017, staff met to review the results of the first session with the Mayor and City Council. The staff took the strategic plan, as revised and developed actionable items. In addition, the staff created Guiding Principles for each area of emphasis – or strategic element of the Council’s strategic plan.

The staff prepared a draft Action/Implementation Plan. That plan is included at the back of this report.

Session 3 June 10, 2017

Governance

The Mayor and Council participated in discussions about their role together and their leadership responsibilities. Several questions were asked by the facilitator to assist them in defining their leadership and communications philosophies and their expectations with each other and with staff. Please note that reference to “Council” and “City Council” includes the Mayor and Council members of the City of Richwood as a group.

Note: The results documented in this section on governance are the result of work done with the City Council during the search for the new City Manager.

At that session, the Mayor and Council leadership, communication and expectations. To begin the conversation, the facilitator asked the Council what their guiding principles for leadership should be and are.

The Council condensed these into Core Values as follows.

Core Values (developed in 2015)

- Act as good stewards of the city resources.
- Leading the city by serving our community.
- Foster economic growth for today and tomorrow.
- Maintain integrity through transparency.
- Promote a positive quality of life for our community.

Leadership

Discussion then centered on how the Council will utilize these key guiding principles and then, how they will lead collectively as a group. At an earlier session for the selection of the City Manager, the Mayor and Council began the development of their governance model. At that time, they responded as follows.

The City Council of Richwood will lead...

- Come prepared for the meetings
- Do not micromanage the staff
- Communicate between the council (in accordance with the Open Meetings Act)
- Be certain the voice and thoughts of all members are heard
- Listen to each other and staff, then decide
- Communicate with staff especially on agenda items
- Use the Chain of Command through the City Manager for communications (inquiries to Department Directors are allowed, per Charter)
- Be active in the community with committees, volunteers and businesses
- Make decisions in the best interests of the citizens
- Be available to citizens
- Make positive use of social media
- Be consistent
- Be approachable
- Be fair, with integrity and ethical behavior
- Be professional
- Be friendly
- Be respectful
- Be leaders and be seen by others
- Be available to citizens and staff if when needed
- Be appreciative of the work of staff and volunteers

Communication

Council then defined how they intend to communicate with each other, with citizens and with staff.

Council will communicate with citizens, staff and each other...

- **TBD**

Expectations

Staff is expected to...

- Be leaders – not just managers
- Be competent in your job
- Be willing to grow – professional development
- Encourage others to grow professionally
- Communicate between each other and the City Manager
- Keep Council informed
- Be consistent across the board
- Be fair and firm
- Have high level of integrity and ethics
- Have the best interest of the city and citizens in mind and in action ensuring good fiscal stewardship, maintaining a safe environment and good quality of life
- Be friendly to citizens and each other
- Be team players

Staff expectations of Council (as defined by Council) is to...

- Be consistent
- Be approachable
- Be fair and ethical with integrity
- Be professional
- Be friendly
- Be respectful
- Be leaders and be seen
- Be available to staff and help when needed
- Be appreciative of staff

Reporting

Finally, staff determined the following reporting protocols. These protocols serve the purpose of keeping the staff on schedule with the implementation of strategies, keeping the City Administrator informed, and providing regular reports to the City Council on the status of the implementation of the adopted strategies.

Reporting Protocols

Council

- Receives periodic updates regarding various projects related to the strategic plan
- Receives formal status reports quarterly, including an annual report.

City Manager

- City Manager receives regular updates from staff at regular staff meetings on progress of assignments.
- Each director will share their information with the employees under their supervision.
- A “scorecard” will be created to measure short term, intermediate, and long term benchmarks.
- City Manager receives formal quarterly updates from staff on progress of assignments.

Conclusion

The Council and staff of the City of Richwood worked through a strategic planning process that allowed the Council to identify strategies for moving the city forward, brought the staff leadership and Council closer together as a team, and developed an implementation process to ensure the strategies are addressed and accomplished over time.



Strategic Plan 2017-18

Council Planning Sessions

Session 1 – Mayor and City Council, March 22, 2017

Session 2 – City Staff, May 25, 2017

Session 3 – Council and staff, July 10, 2017

Adopted– July 10, 2017

**Prepared and Facilitated
By
Ron Cox Consulting**

Vision Statement

City of Richwood

The City of Richwood is a model for safe and beautiful neighborhoods, (with) a thriving economy with (and) opportunities for families and businesses by being dedicated to serving our community while providing sustainability and diversity for current and future generations.

Mission Statement

City of Richwood

To provide residents, visitors, and the business community with the highest quality of municipal services in an efficient and courteous manner, and to enhance the quality of life through planning and visionary leadership.

Core Values

City of Richwood

- **Act as good stewards of the city resources.**
- **Leading the city by serving our community.**
- **Foster economic growth for today and tomorrow.**
- **Maintain integrity through transparency.**
- **Promote a positive quality of life for our community.**

City of Richwood

City Council

Leadership Philosophy

The City Council of the City of Richwood will lead...

- **Come prepared for the meetings**
- **Do not micromanage the staff**
- **Communicate between the council (in accordance with the Open Meetings Act)**
- **Be certain the voice and thoughts of all members are heard**
- **Listen to each other and staff, then decide**
- **Communicate with staff especially on agenda items**
- **Use the Chain of Command through the City Manager for communications (inquiries to Department Directors are allowed, per Charter)**
- **Be active in the community with committees, volunteers and businesses**
- **Make decisions in the best interests of the citizens**
- **Be available to citizens Make positive use of social media**
- **Be consistent**
- **Be approachable**
- **Be fair, with integrity and ethical behavior**
- **Be professional**
- **Be friendly**
- **Be respectful**
- **Be leaders and be seen by others**
- **Be available to citizens and staff if when needed**
- **Be appreciative of the work of staff and volunteers**

City of Richwood

City Council

Communication Philosophy

The City Council of the City of Richwood will communicate...

- **Everyone should be informed from the Manager.**
- **No surprises.**
- **No micro-management.**
- **Thru the chain-of-command.**
- **By knowing where to direct a person with a complaint or inquiry.**
- **Internally with and through the City Manager.**
- **Include everyone – in Work Sessions and communications.**
- **With trust to keep confidential conversations confidential.**
- **By listening first.**

City of Richwood

City Council and Staff

Expectations

Council expects the following of staff...

- **Be leaders – not just managers**
- **Be competent in your job**
- **Be willing to grow – professional development**
- **Encourage others to grow professionally**
- **Communicate between each other and the City Manager**
- **Keep Council informed**
- **Be consistent across the board**
- **Be fair and firm**
- **Have high level of integrity and ethics**
- **Have the best interest of the city and citizens in mind and in action ensuring good fiscal stewardship, maintaining a safe environment and good quality of life**
- **Be friendly to citizens and each other**
- **Be team players**

Staff expects the following of Council (as defined by City Council)...

- **Be consistent**
- **Be approachable**
- **Be fair and ethical with integrity**
- **Be professional**
- **Be friendly**
- **Be respectful**
- **Be leaders and be seen**
- **Be available to staff and help when needed**
- **Be appreciative of staff**

**City of Richwood
Staff
Core Leadership Model**

TBD

The staff of the City of RICHWOOD will lead...

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Strategic Plan

Financial Sustainability

Guiding Principle: Maintain transparency in budgeting accurately and reflecting the needs of the city. (draft)

- **Objective 1.1-Create a “True” budget for all projects**
- **Objective 1.2-Maintain adequate financial reserves**
- **Objective 1.3-Develop a long term financial planning process**
- **Combine objectives 1.2 and 1.3 – Develop a long term financial plan in order to**
 - **Maintain adequate financial reserves.**
 - **Make each fund self-supporting.**
 - **Improve the city’s bond rating.**

Implementation Plan: See attached.

Strategic Plan

Economic Development

Guiding Principle: TBD

- **Objective 2.1-Create a marketing plan for the city.**
 - **Include vision.**
 - **Create a brand and a moto for marketing purposes.**
- **Objective 2.2-Update the Master and Land Use Plan**
 - **Ensure that Richwood development standards and ordinances are followed.**
- **Objective 2.3 – Maintain up to date development codes..**
- **Objective 2.4 - Make effective use of city property.**
- **Objective 2.5-Develop a comprehensive economic development strategy and funding model.**
 - **Develop and maintain an economic development policy that establishes standards for economic development incentives.**
 - **(i.e. 380 agreements and other arraignment (arrangements?) to entice businesses to establish in Richwood).**

Implementation Plan: See attached.

Strategic Plan

Infrastructure Investments

Guiding Principle: To provide reliable infrastructure for the citizens

- **Objective 3.1-Sustain a reliable water supply as the city grows we need to prepare for the future water usage.**
 - **The current water agreement was established in the 1980's and is guaranteed for 40 years (year 2020). It takes approximately 235 thousand gallons of water a day to maintain our community. We plan for 300 gallons a day per person.**
- **Objective 3.2-Maintain and extend water, wastewater and storm water systems**
 - **Establish a multi-year CIP that provides for the extension of utilities and drainage systems.**
- **Objective 3.3-Support investments in city facilities**
- **Objective 3.4-Examine best practices in delivery of services.**
 - **Optimize cost saving opportunities with the use of community partners.**
 - **Explore ways for Richwood to be self-sufficient in provision of city services.**
 - **Review existing contracts with other contract providers to ensure they are up to date and meet the long term needs of the citizens.**

Implementation Plan: See attached.

Strategic Plan

Parks and Beautification of the City

Guiding Principle: To provide a wide variety recreational, parks and amenities to benefit the citizens. To ensure the city's appearance is aesthetically pleasing.

- **Objective 4.1- Create a master plan for Richwood parks**
- **Objective 4.2-Development of a community center providing a quality place for people to gather.**
- **Objective 4.3-Maintain a high level of aesthetic standards.**
 - **Continue code enforcement efforts.**
 - **Update code policies.**
- **Objective 4.4-Develop a program to encourage, recruit, and reward volunteers for service to the city.**
- **Objective 4.5-Explore opportunities to work with neighboring communities on an interlocal basis for provision of recreation services.**

Implementation Plan: See attached.

Strategic Plan

City Operations

Guiding Principle: Provide a high level of services through transparency, efficiency and best practices.

- **Objective 5.1-Public Safety – Provide a safe environment for citizens, visitors and businesses.**
 - **Review regularly public safety services and programs to ensure sufficient staffing levels to maintain safety for our responders and delivery of service our community deserves.**
 - **TBD**
- **Objective 5.2-Public Works – Provide for and maintain the city’s infrastructure to meet the needs of the community.**
- **Objective 5.3-Communications – Communicate information to the public in a transparent manner using all available methods.**
 - **Provide public information outreach programs that inform the public of city operations, accomplishments, and allows for citizen input.**
- **Objective 5.4- Technology - Utilize technology to enhance operations and delivery of services.**
- **Objective 5.5- Employees – Invest in employee development opportunities, compensation and retention.**

Implementation Plan: See attached.

**City of Richwood
2017-18 Strategic Plan
1.0 Financial Stability**

Guiding Principle: Maintain transparency in budgeting accurately and reflecting the needs of the City.

Objectives (Priority order)	Action Steps	Budget	Timeline
Objective 1.1: Create a “true” budget following appropriate accounting principles.	• Establish a procedure and process for public participation in the budgeting process. • Develop budget based on strategic planning process; establish priorities • Staff to develop priorities and justify requests and expenditures. • Ensure budget proposals are in line with Council priorities and follow appropriate accounting procedures • Hold public hearings • Adopt balanced budget	-0-	FY 17
Objective 1.2 Develop a long term financial plan. • Maintain adequate financial reserves	• Establish new financial reserve policy • Establish a reimbursement policy for direct	-0- -0-	FY 17 FY 17

	and indirect costs transfers to each fund.		
• Make each fund self-supporting.	• Adjust rates to ensure each utility is self-sufficient with direct costs.	-0-	FY 17
	• Determine value of direct and indirect cost transfers per policy.	-0-	FY 18
	• Prepare rate structure(s) to ensure each fund is self-supporting		FY 18
	• Hire a full-time Finance Director	-\$80,000-	FY 18
	• Implement quarterly financial projections		
• Improve the city's bond rating.	• Prepare five year financial forecasts.	-0-	FY 19
• Establish and fully fund an Equipment Replacement Fund	• Develop a plan for the ERF for adoption.	-0-	FY 19
	• Fund plan	TBD	FY 20
Team Facilitator: Michael Coon			
Team Members: Department Directors			
Partners: City Council, Financial Advisors, Auditors			

City of Richwood 2017-18 Strategic Plan 2.0 Economic Development Guiding Principle: TBD			
Objectives (Priority order)	Action Steps	Budget	Timeline
Objective 2.1 – Create a marketing plan for the City • Include vision • Create a brand and a moto for marketing purposes	• TBD		
Objective 2.2 – Update the Comprehensive Master Plan and Land Use Plan	• Contract with universities and/or other consultants for assistance with planning services.	-0-	FY 19
Objective 2.3 – Maintain up to date development codes. • Update the zoning ordinance and land use plan • Review subdivision ordinance • Review floodplain management processes	• Consult with planning experts to update development codes • Review and revise codes	\$10,000	FY 18
	• Work with VDD to establish local drainage criteria and processes.	-0-	FY 18
Objective 2.4 – Make effective use of city property.	• Review and analyze use of vacant city property	-0-	FY 17
Objective 2.5 - Develop a comprehensive economic development strategy and funding model. • Develop and maintain an ED policy that establishes standards for ED incentives.	• TBD		
Team Facilitator: Bryan Corb			
Team Members: Michael Coon, Bryan Corb			
Partners: REDC, Economic Development Alliance,			

**City of Richwood
2017-18 Strategic Plan
3.0 Infrastructure Investments**

Guiding Principle: To provide reliable infrastructure for the citizens

Objectives (Priority order)	Action Steps	Budget	Timeline
Objective 3.1-Sustain a reliable water supply as the city grows we need to prepare for the future water usage.	• Conduct a hydraulic study to determine future overall water storage and distribution needs for the entire City.	\$50,000	FY 19
Objective 3.2 – Maintain and extend water, wastewater and stormwater improvements.	• Develop a CIP prioritized list of improvements needed for replacement aging infrastructure and expansion into unserved areas. • Establish budget for CIP. • Consider a policy for growth to provide funding for the extension of infrastructure.	-0- -0- (with Finance Director) -0-	FY 18 FY 19 FY 18
Objective 3.3 – Support investments in City facilities.	• Establish policy for determining maintenance, capital, bonding thresholds on facility repairs and improvements. • Assess conditions and needs for all city facilities. • Prioritize	-0- -0-	FY 18 FY 18

	- assessments. - Fund improvements needed.	-0- TBD	FY 18 FY 19
Objective 3.4 – Examine best practices in delivery of city services. Optimize cost saving opportunities with the use of community partners.	- Reach out to neighboring cities and county to determine what services can be shared. - Review and revise MOU, and Interlocal Agreements.	-0-	FY 18
Explore ways for Richwood to be self-sufficient in provision of city services.	- Review capacity studies to determine appetite for becoming self-sufficient. - Determine impact of new development on new and existing infrastructure.	-0-	FY 19
Review existing contracts with contract providers to ensure they are up to date and meet long term needs of the citizens.	Review and negotiate with water provider	-0-	FY 20
Team Facilitator: Cliff Custer			
Team Members: TBD			
Partners: Engineers, TCEQ			

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**City of Richwood
2017-18 Strategic Plan
4.0 Parks and Beautification**

Guiding Principle: To provide a wide variety recreational, parks and amenities to benefit the citizens. To ensure the city's appearance is aesthetically pleasing.

Objectives (priority order)	Action Steps	Budget	Timeline
Objective 4.1 – Create a Parks Master Plan	• Develop scope of services • Fund and hire consultant to complete plan.	-0- \$50,000	FY 18 FY 19
Objective 4.2 – Develop a community center providing a quality place for people to gather.	• Propose to bond task force for prioritization. • Bond Taskforce conduct survey to determine citizen needs and determine possible location. • Bond issue for funding.	-0- -0- TBD	FY18 FY19 TBD
Objective 4.3 – Maintain a high level of aesthetic standards. • Continuous code enforcement efforts • Update code policies	• Provide communication and information to public on code standards and requirements. • Contract plan review to free up personnel time for code enforcement during high volume months. • Utilize KRB to determine which codes should be updated for beautification, park improvements and park properties. • Hire building official in anticipation of	-0- -0- -0- \$75,000	FY 18 FY 18 FY 17 FY 19

	retirement. • Post retirement, reclassify building official to director; hire code enforcement/animal control officer	-0-	FY 20
Objective 4.5 – Explore opportunities to work with neighboring communities on an interlocal basis for provision of recreation services.	• Reach out to neighboring cities and county to determine what services can be shared. • Review and revise MOU, and Interlocal Agreements.	-0-	FY 18
Team Facilitator: Kenny Williams			
Team Members: Department Directors			
Partners: KRB, Neighboring Cities.			

**City of Richwood
2017-8 Strategic Plan
5.0 City Operations**

Guiding Principle: Provide a high level of services through transparency, efficiency and best practices.

Objectives (Priority order)	Action Steps	Budget	Timeline
Objective 5.1 – Public Safety – Provide a safe environment for citizens, visitors and businesses. Review public safety services and programs to ensure sufficient staffing levels.	Fire – Begin the process of developing a contract for service with VFD	-0-	FY 18
	EMS – Distribute an RFP for EMS contract	-0-	FY 18
	Police – Refer to PD Strategic Plan including Admin Assistant Additional officers	\$47,000 COPS grant \$40,000	FY 18 FY 18
Objective 5.2 – Public Works – Provide for and maintain the city’s infrastructure to meet the needs of the community.	Invest in two additional public works positions to effectively maintain existing infrastructure.	\$100,000	FY 18
	One additional vehicle	\$43,800	FY 18
Objective 5.3 – Communications. Communicate information to the public in a transparent manner using all available methods Provide public information outreach programs.	Update and improve the city’s website	TBD	FY 18
	Create and regularly update slide show for website, lobby, other media on city activities and events Install TV in foyer of City Hall for information display	\$1,500	FY 18

	• Develop an interactive transparency tool for the website to view information on property taxes and city services. • Distribute Council Updates and highlights of meetings to residences and businesses.	\$3,000	FY 18
Objective 5.4 – Technology –Utilize technology to enhance operations and delivery of services.	• New server • Imaging software and equipment • Enterprise software • Municipal Court software	\$75,000 plus recurring costs \$20,000 plus recurring costs \$60,000 \$15,000	FY 18 FY 18 FY 18 FY 19
Objective 5.5 – Employees – Invest in employee development opportunities, compensation and retention.	• Examine compensation package including TMRS benefit program and performance pay (TAMU study). • Establish certification pay program • Establish employee recognition program	\$2,000 TBD \$500	FY 18 FY 18 FY 18
Objective 5.6 - Develop a program to encourage, recruit and reward volunteers for service to the City.	• Develop an MVP (Municipal Volunteer Program) • Establish a process for recognizing all volunteers on a quarterly basis • Establish a process for recognizing a MVP of the Year.	-1,000-	FY 18
Team Facilitator: Giani Cantu			
Team Members: Directors			

DRAFT

Copy

FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE MARION VOLUNTEER FIRE DEPARTMENT

This Agreement is made and entered into by and between the City of Santa Clara, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes called "City", acting herein by and through its mayor, duly authorized to so act by a Resolution of the City of Santa Clara city council and the Marion Volunteer Fire Department, duly authorized and existing under the laws of the State of Texas, hereinafter sometimes called "Fire Department", acting herein by and through its authorized representative pursuant to a resolution duly approved by the Fire Department. This contract will supersede all existing contracts.

WITNESSETH

Whereas, the City desires to provide for fire fighting and associated services to the incorporated area of the City of Santa Clara to preserve the property and to protect the health and safety of the citizens of the city, and

Whereas, the Fire Department is willing to furnish fire fighting associated services to said incorporated areas of the City for the consideration hereafter provided.

Now, Therefore, Know all men by these presents. That in consideration of the mutual covenants, agreements and benefits to both parties set forth herein, it is agreed as follows:

I.

During the term of this Agreement, the Fire Department agrees to furnish fire protection and related emergency services to the incorporated area of the City of Santa Clara, as designated by Bexar Metro and the Commissioner's Court, as the Marion Volunteer Fire Department 911 area of responsibility.

II.

The City of Santa Clara agrees to pay the sum of Three Thousand and no/100 Dollars (\$3,000.) to the Fire Department to defray the cost of providing fire protection and related emergency services to the area designated in Paragraph 1, for the fiscal year 2006-2007. The city agrees that said sum is to be paid to the Fire Department in equal quarterly installments no later than the 15th day of the quarter for services in the proceeding quarter.

VII.

It is expressly understood that the City sum of Three Thousand Dollars and no/100 (\$3,000), shall be the maximum required to fully discharge its obligation under this Agreement and it is expressly understood that in no event shall the City or its residents be obligated to pay the Fire Department more than the sum of Three Thousand Dollars and no/100 (\$3,000.) for services to be provided pursuant to this Agreement.

VIII.

It is further agreed that in the performance of all obligations undertaken by this Agreement, the Fire Department is an independent contractor with the right to supervise, manage, control and direct the performance of fire fighting and fire protection services. The City shall look to the Fire Department for results only and the City shall have no right at any time to direct or supervise the Fire Department operations or its agents or volunteers in the performance of such services or as to the manner, means, or method in which the services and organizational operations are performed.

IX.

The Fire Department shall indemnify, defend, and hold harmless the City, its officials, employees, and agents to the fullest extent permitted by law from any and all liability, loss, damage, cost, or expense (including, without limitation, attorney's fees) arising from or relating to the activities of the Fire Department pursuant to this Agreement.

X.

The City shall indemnify, defend, and hold harmless the Fire Department and Departments with Mutual Aid Contracts, their officials, employees, and agents to the fullest extent permitted by law from any and all liability, loss, damage, cost, or expense (including, without limitation, attorney's fees) arising from or relating to the activities of the Fire Department or the Departments providing Mutual Aid pursuant to this Agreement.

and agents to the fullest extent permitted by law

III.

1. The Fire Department agrees to provide to the City a quarterly report of activity in the area defined in Section I of this agreement. The quarterly run report shall include the following information:

- a. date of incidents
- b. type of incidents
- c. total man hours

This report shall be submitted to the City no later than thirty (30) days after the end of each quarter.

2. Quarterly financial reports will be submitted no later than thirty (30) days after the end of each quarter. The quarterly financial report shall include the following information:

- a. Beginning and ending balances of the City of Santa Clara's allotment as stated in Section II of this agreement.
- b. List of expenditures within said quarterly allotment

3. The Fire Department agrees to provide the City with the current filed Form 990, Return of Organization Exempt from Income Tax as defined by IRS procedures. In accordance with the Taxpayer Bill of Rights 2 "open document" requirements. This document will be submitted the City within thirty (30) days after the Form 990 is submitted to the IRS.

IV

The term of this Agreement shall be one (1) year beginning October 1, 2006 and ending September 30, 2007

V

It is hereby agreed and understood that the fire protection and related emergency services to be furnished by the Fire Department under this Agreement shall include, but not be limited to, the following: answering calls for help and assistance in extinguishing fires in the area designated in Paragraph 1 of this Agreement, by furnishing fire fighting personnel, apparatus, and emergency assistance to protect persons and property.

VI.

The Fire Department shall observe and comply with all State, County, and City laws, rules, orders and regulations as applicable to the services herein provided for all obligations undertaken by this Agreement.

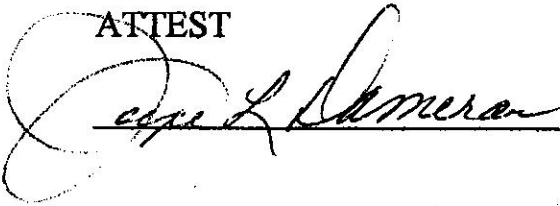
Signed this 26 day of FEB, 2006

CITY OF SANTA CLARA

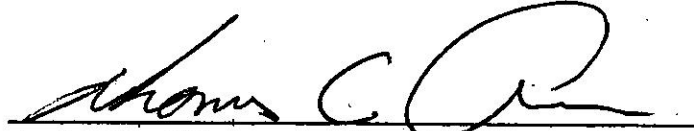


Mayor David Mueller

ATTEST



MARION VOLUNTEER FIRE DEPARTMENT



Authorized Representative

ATTEST





City of Richwood

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

MEMORANDUM

TO: Honorable Mayor and Members of Council

FROM: Lindsay Koskiniemi, Interim City Manager

DATE: OCTOBER 10, 2019

RE: Sale of Engine 1 – 1997 Freightliner Engine

Overview

The Richwood Volunteer Fire Department requests Council's approval to sell Engine 1, a 1997 Freightliner. The fire truck, known as Engine 1 (E1), is twenty-two years old and has exceeded its useful life of twenty years. The fire department is making a conscious effort in fiscal year 2020 to increase the Insurances Services Office (ISO) fire protection class rating by having a third-party professional insurance company conduct an ISO audit. A better rating can present a positive impact to the community as property insurers may provide a discount on homeowner insurance premiums.

Recommendation to Council

I recommend Council consider and approve the sale of E1. Benefits to the City and the fire department from the proposed sale include savings on further depreciation by selling now, reduction in maintenance on an aged equipment item, and potentially better (ISO) fire protection class ratings, where the higher the rating, the better the potential saving in insurance premium costs.

Approach for Selling E1

Historically, the fire department has used a third-party company, Brindlee Mountain Fire Apparatus, in Union Grove, Alabama to sell and procure used engines. The company can sell used equipment in two ways: on consignment or at wholesale. While selling on consignment may take longer than selling at wholesale, the consignment option may render a higher price point than wholesale. Chief Kocurek is working with Brindlee to determine which sales method will best suit the needs of the RVFD.

Thank you,

Lindsay Koskiniemi
Interim City Manager



Richwood Vol. Fire Department

1800 N. Brazosport Blvd. Richwood, TX. 77531

Fire Chief Clint Kocurek

To: Honorable Mayor and Members of Council

From: Clint Kocurek, Fire Chief & Mark Guthrie, Assistant Fire Chief

RE: Sale of Old Engine 1

Date: October 9, 2019

I know there's been some transition of Council Members and City Staff since we purchased the new Engine 1 back in September 2017. When we began exploring options to purchase a new Engine, early in 2017, the Fire Department worked very closely with the City, specifically Michael Coon to make this happen. We worked very well together to come up with a plan to purchase a new Engine, utilizing the existing Fire Department budget without any substantial increase to the taxpayers. We also set out a plan to fund future apparatus that would be coming up in 2027-2028, which also relied on the existing budget that would save money in our Fire Department equipment replacement fund.

The Fire Department agreed to assist and ore finance the City in funding the down payment of the Engine for the payments to be where we wanted them, so that the City could assume the payments in our FD budget, again at no increase. Part of the presentations, agreements, and conditions were that the Fire Department would up front (pre-finance) the \$90,000 down payment from our Fire Department funds, not associated with the City Budget. City Council approved the purchase of the Engine with the conditions that were presented and agreed upon. The conditions were that the Fire Department would receive the funds from the sale of the old engine 1, estimated to be \$50,000 or less and we would accept any loss, assuming the value would be less as it depreciates. The other condition was that the City would reimburse the Fire Department the remaining \$40,000 when the City received FEMA money from Harvey, if the Fire Department would up front the Cities portion of the down payment (\$40,000). The City reimbursed the Fire Department \$50,000 in October 2018 for a portion of the down payment that the Fire Department paid up front for the City, so the remaining amount would be the amount for the sale of Engine 1. So, in all, the Fire Department wrote a check for \$90,000 for a down payment on the Engine, on behalf of the City.

We have been sitting on the old Engine since early 2018 when we received the new Engine, so we would like to move forward with this item so that we can sell the old Engine, so that it does not continue to sit and depreciate. We have discussed options within the department so that the funds would benefit the firefighting capabilities of the Richwood Fire Department, so we will be presenting several options to Council of what we would like to do with the funds and would like to gather feedback from you all on what our plans will be for the funds.

Below are some details on the apparatus that we will be discussing:

- 1997 Freightliner Engine
- 22 years old, useful life is 20 years
- Fire Department funded \$160,000
- Appraised value at time of new engine purchase (September 2017) estimated \$50,000. This was dependent on the market and could fluctuate lower depending when we listed it, as well as if we chose to wholesale it, the price could be less. Current value is estimated to be lower and I'm working on receiving an updated value.

We look forward to hearing your feedback, as well as answering any questions that you may have after our presentation on Monday night.

Thank you all for all that you do for the City!!

Sincerely,

Clint Kocurek

Richwood V.F.D. Engine 1 Replacement Options

Engine pricing on current contract, non-contract, and estimated 2018 price

	Current Contract 3 Trucks Available	Current Price New Build Pre	Estimated 2018 4% Increase
Price:	\$493,000.00	\$551,000.00	\$573,040.00
FY 17-18 Budget:	\$27,664.00	\$27,664.00	\$27,664.00
City Down Payment:	\$50,000.00	\$50,000.00	\$50,000.00
Engine 1 Sale (FD Pre-Finance):	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL FINANCE:	\$365,336.00	\$423,336.00	\$445,376.00
Difference From Current Contract:		\$58,000.00	\$80,040.00

Financing options as of current and with estimated .25% increase in rates 2018

Annual Payment 15 Years @ 3.34%:	\$31,360.46	\$36,339.18	
Annual Payment 15 Years @ 3.60%:			\$38,231.10

***NOTE: 1st payment is not due until the first year after closing (City FY 2018-2019 Budget)*

Fiscal Year 2018-2019 City Budget Engine Payment & Equipment Replacement Savings

Rescue Tool Payoff in 17-18, Funds Available for 18-19:	\$8,000.00
Equipment Replacement from FY 17-18 Budget Forward:	\$27,664.00
Funds from Capital Building Improvement:	\$6,000.00
TOTAL:	\$41,664.00

Annual Engine Payment, Due in 2018-2019 Budget:	\$31,360.46
Total Available in FY 2018-2019 FD Budget with NO Increase:	\$41,664.00
Funds to Roll to the FD Future Equipment Replacement Fund:	\$10,303.54

Fire Department Equipment Replacement Plan from FY 2018-2019 and Beyond

After 1st Payment - FY 2018-2019 Funds with <u>NO</u> Increase:	\$10,303.54
Annual Budget Increase for FD Equipment Replacement <u>ONLY</u> :	\$6,000.00
FY 2018-2019 FD Equipment Replacement Beginning Balance:	\$16,303.54

*Currently \$500 A
Can change as coui*

FY 2019-2020	\$22,303.54
FY 2020-2021	\$28,303.54
FY 2021-2022	\$34,303.54
FY 2022-2023	\$40,303.54
FY 2023-2024	\$46,303.54
FY 2024-2025	\$52,303.54
FY 2025-2026	\$58,303.54
FY 2026-2027	\$64,303.54
FY 2027-2028	\$70,303.54
FY 2028-2029	\$76,303.54
FY 2029-2030	\$82,303.54
FY 2030-2031	\$88,303.54
FY 2031-2032	\$94,303.54
FY 2032-2033	\$100,303.54
FY 2033-2034	\$106,303.54

**NOTE: Engine 1 Payoff in FY 2033-2034*

**NOTE: Engine 1 Payoff i*

FY 2034-2035	\$143,664.00
FY 2035-2036	\$181,024.46
FY 2036-2037	\$218,384.92
FY 2037-2038	\$255,745.38
FY 2038-2039	\$293,105.85

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Monthly
ncil wishes

FY 2019-2020	\$20,607.08
FY 2020-2021	\$30,910.62
FY 2021-2022	\$41,214.15
FY 2022-2023	\$51,517.69
FY 2023-2024	\$61,821.23
FY 2024-2025	\$72,124.77
FY 2025-2026	\$82,428.31
FY 2026-2027	\$92,731.85
FY 2027-2028	\$103,035.39
FY 2028-2029	\$113,338.93
FY 2029-2030	\$123,642.46
FY 2030-2031	\$133,946.00
FY 2031-2032	\$144,249.54
FY 2032-2033	\$154,553.08
FY 2033-2034	\$164,856.62

in FY 2033-2034

FY 2034-2035	\$206,520.62
FY 2035-2036	\$248,184.62
FY 2036-2037	\$289,848.62
FY 2037-2038	\$331,512.62
FY 2038-2039	\$373,176.62

*calculations without additional \$6,000 by adding \$10,303.54 to the fund balance each year.

Purchase Order Date: 09/25/2018
Purchase Order No: 25861
Requested By: Clint Kocurek

SHIP TO
City of Richwood
1800 Brazosport Blvd
Richwood TX 77531

<i>Authorized By</i>	<i>Date</i>	<i>Authorized By</i>	<i>Date</i>
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Richwood Vol. Fire Department

1800 N. Brazosport Blvd. Richwood, TX. 77531

Fire Chief Clint Kocurek

To: Honorable Mayor and Members of Council

From: Clint Kocurek, Fire Chief & Mark Guthrie, Assistant Fire Chief

RE: Presentation of RVFD Year 2019

Date: October 9, 2019

The Fire Department would like to provide an update to Council as the last update was back in June of 2018. We would like to keep Council up to date with what's been going on in our department and open the line of communications up to you all so that you have an opportunity to ask questions. This year for the Fire Department has been a busy year with calls, as well as the flooding of the Fire Station that took place earlier this year.

We look forward to hearing your feedback, as well as answering any questions that you may have after our presentation on Monday night.

Thank you all for all that you do for the City.

Sincerely,

Clint Kocurek



City of Richwood

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

MEMORANDUM

TO: Honorable Mayor and Members of Council

FROM: Lindsay Koskiniemi, Interim City Manager

DATE: OCTOBER 10, 2019

RE: Proposed Utility Rate Fee Structure

Overview

In May 2019, the citizens voted in favor of a General Obligation bond that would finance improvements to the City's water system, which was observed to be consistently out of compliance with TCEQ water pressure standards. The bonds were secured by the City's proprietary utility services collected for water, sewer, and solid waste fees. The first annual payment toward the GO Bond 2019B to be made in fiscal year 2020 is approximately \$172,000, therefore an immediate increase in utility rates is necessary to collect the additional revenue needed to make the initial bond payment and generate revenue in subsequent fiscal years to maintain principal and interest payments through the life of the debt. Currently, we are not collecting fees adequate to make the payment.

Recommendation to Council

Initially, prior to the election, the proposed rate increase was presented to voters as such:

“With recent changes approved by City Council, it is estimated that the water base charge would increase by no more than \$5.00 per month instead of the \$6.00 per month that was previously estimated. It is also anticipated that the usage rate of \$4.35 per 1,000 gallons would remain the same on all usage under 20,000 gallons per month. After 20,000 gallons the rate would increase to \$4.85 per 1,000 gallons, an increase of \$0.50 per 1,000 gallons. Over the past 12 months, 99.4% of all residential bills have had water usage of less than 20,000 gallons per month.” (TCEQ WATER SYSTEM COMPLIANCE PROJECT, M. Coon, February 2019).

Upon further research, City staff has determined that the initial rate estimates disproportionately affected lower water-use account holders, where lower users were generating a higher percentage of revenue than higher users. Staff is proposing a tiered rate, where charges are proportionate to the amount of use. The finding of the use of a tiered rate is not too far from the estimated increase amounts shown to voters in February 2019, but the charges are proportionate to the usage to reduce lower user subsidy of higher water-use accounts.

While both methods – a flat rate increase to all accounts versus a tiered system will work to achieve the necessary revenue, staff is recommending Council consider the tiered rate system in the interest of providing equitable service to residents.

With Council's approval of a rate structure, staff will make the increase effective in the November billing cycle in order to post the new rate structure on the City's website and on social media.

Thank you,

Lindsay Koskiniemi
Interim City Manager

City of Richwood
Water Rate Review & Analysis
Data Input and Recap Worksheet

Current Water Rate			Proposed Water Rate		
Base	\$	24.40	New BWA Rate:	\$	3.30
\$/1000	\$	4.35	New Margin:		50.0%
BWA Rate:	\$	3.12		\$	1.25
Margin	\$	1.23		\$	1.00
% Margin		39.4%		\$	0.50
				\$	0.25
				\$	0.10
			Base	\$	16.00
			T1	\$	4.95
			T2	\$	6.20
			T3	\$	7.20
			T4	\$	7.70
			T5	\$	7.95
			T6	\$	8.05

Monthly		Current		Proposed		Increase		% Increase	
Usage									
2,000	\$	24.40	\$	25.90	\$	1.50		6.1%	
4,000		33.10		38.30		5.20		15.7%	
6,000		41.80		51.70		9.90		23.7%	
8,000		50.50		66.10		15.60		30.9%	
10,000		59.20		80.50		21.30		36.0%	
12,000		67.90		95.90		28.00		41.2%	
14,000		76.60		111.30		34.70		45.3%	
16,000		85.30		126.95		41.65		48.8%	
18,000		94.00		142.85		48.85		52.0%	
20,000		102.70		158.75		56.05		54.6%	
Totals:	\$	635.50	\$	898.25	\$	262.75		41.3%	

Customer Class	# of Units	% Units	Total Usage	% Usage	Current Revenue	% Revenue	Proposed Revenue	% Revenue
Res, Com, Ind & Ins	1295	53.7%	68,970,990	63.1%	\$ 556,302	60.2%	\$ 645,774	60.3%
Multi Family	1012	41.9%	39,359,780	36.0%	349,026	37.8%	402,268	37.6%
PV Parks	106	4.4%	1,032,020	0.9%	18,480	2.0%	23,126	2.2%
	2413	100.0%	109,362,790	100.0%	\$ 923,808	100.0%	\$ 1,071,168	100.0%

Estimated Annual Increase: \$ 147,360

Month	# of Accts	Usage	Current Revenue	Proposed Revenue	Difference
July-18	1,295	6,347,500	\$ 49,318	\$ 59,374	\$ 10,056
August-18	1,341	6,140,500	49,390	58,617	9,227
September-18	1,323	6,508,500	50,419	60,744	10,325
October-18	1,332	4,920,500	44,111	50,063	5,952
November-18	1,339	5,007,500	44,584	50,666	6,082
December-18	1,326	5,131,000	44,741	51,281	6,540
January-19	1,322	5,109,000	44,556	50,984	6,427
February-19	1,324	5,115,000	44,625	51,088	6,463
March-19	1,340	4,584,000	42,895	47,833	4,938
April-19	1,337	5,632,500	47,050	54,804	7,754
May-19	1,340	5,361,500	45,992	53,018	7,027
June-19	1,343	5,987,500	48,623	57,303	8,681
Average/Totals:	1,330	65,845,000	\$ 556,302	\$ 645,774	\$ 89,473
Average Monthly Usage:		5,487,083			
Average Current Revenue per Month:			\$ 46,358		
Average Proposed Revenue per Month:				\$ 53,815	
Average Revenue Difference per Month:					\$ 7,456

City of Richwood
Multi-Family Apartments
Water Usage & Revenue Analysis

Current Rate:		Proposed Rate:	
Base Rate:	\$ 24.40	Base Rate:	\$ 16.00
Per 1000 Gal:	\$ 4.35	Per 1,000 Gal:	\$ 6.12

- Per 1,000 Gal Rate is T1+T2+T3 divided by 3

Name	# of Units	% Units	Total Usage	% Usage	Current Revenue	% Revenue	Proposed Revenue	% Revenue
Brazos Crossing	308	30.4%	8,579,000	23.4%	\$ 90,510	25.9%	\$ 106,683	26.5%
Richwood Landing	256	25.3%	12,311,500	33.6%	100,283	28.7%	120,361	29.9%
East Bank at Richwood Village	200	19.8%	1,567,000	4.3%	53,680	15.4%	44,785	11.1%
Lodge at Timbercreek #1	124	12.3%	5,471,400	14.9%	45,215	13.0%	55,291	13.7%
Lodge at Timbercreek #2	124	12.3%	8,717,800	23.8%	59,337	17.0%	75,148	18.7%
Total	1012	100.0%	36,646,700	100.0%	\$ 349,026	100.0%	\$ 402,268	100.0%

Monthly Usage	B Crossing	R Landing	East Bank	Lodge #1	Lodge #2	Totals
October-18	714,200	1,097,600	117,000	466,500	635,500	3,030,800
November-18	911,000	82,200	159,000	501,200	720,200	2,373,600
December-18	913,000	2,658,600	115,000	482,100	796,500	4,965,200
January-19	739,400	749,800	102,000	435,500	817,900	2,844,600
February-19	767,400	1,089,700	174,000	465,500	701,500	3,198,100
March-19	706,100	363,200	96,000	456,700	659,400	2,281,400
April-19	806,000	1,631,000	160,000	538,300	711,300	3,846,600
May-19	767,400	1,083,200	150,000	446,500	754,000	3,201,100
June-19	828,700	1,142,900	143,000	515,600	874,000	3,504,200
July-19	712,900	1,183,100	237,000	570,700	952,300	3,656,000
August-19	712,900	1,230,200	114,000	592,800	1,095,200	3,745,100
Total	8,579,000	12,311,500	1,567,000	5,471,400	8,717,800	36,646,700
Average Total Monthly Usage	779,909	1,119,227	142,455	497,400	792,527	3,331,518
Average Usage per Unit	2,532	4,372	712	4,011	6,391	3,292

Estimated Annual Usage: 40,391,800

City of Richwood
RV Parks - Outside City Limits
Water Usage & Revenue Analysis

Bayou Oaks #1

of Units: 56

Current Rate:

Base Rate:	\$	24.40
Per 1000 Gal:	\$	4.35

Proposed Rate:

Meter Charge:	\$	300.00	- 2" Meter Charge
Base Rate:	\$	8.00	- 50 % of Base Rate Charge
Per 1,000 Gal:	\$	6.19	- 125% of T1 Tier Charge

Month	Usage Gals/1,000	Base Rate	Usage Charge	Monthly Total	Base Rate	Usage Charge	Monthly Total	Monthly Difference
November-18	34.3	-	-	915	748	212	960	45
December-18	56.4	-	-	915	748	349	1,097	182
January-19	55.3	-	-	915	748	342	1,090	175
February-19	83.5	-	-	915	748	517	1,265	350
March-19	81.7	-	-	915	748	506	1,254	339
April-19	96.1	-	-	915	748	595	1,343	428
May-19	60.1	-	-	915	748	372	1,120	205
June-19	60.8	-	-	915	748	376	1,124	209
July-19	69.7	-	-	915	748	431	1,179	264
August-19	51.6	-	-	915	748	319	1,067	152
September-19	43.3	-	-	915	748	268	1,016	101
Totals	692.8	\$ -	\$ -	\$ 10,065	\$ 8,228	\$ 4,287	\$ 12,515	\$ 2,450

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City of Richwood
RV Parks - Outside City Limits
Water Usage & Revenue Analysis

Bayou Oaks #2

of Units: 50

Current Rate:

Base Rate:	\$	24.40
Per 1000 Gal:	\$	4.35

Proposed Rate:

Meter Charge:	\$	300.00	- 2" Meter Charge
Base Rate:	\$	8.00	- 50 % of Base Rate Charge
Per 1,000 Gal:	\$	6.19	- 125% of T1 Tier Charge

Month	Usage Gals/1,000	Base Rate	Usage Charge	Monthly Total	Base Rate	Usage Charge	Monthly Total	Monthly Difference
November-18	22.8			915	700	141	841	(74)
December-18	36.0			915	700	223	923	8
January-19	28.4			915	700	176	876	(39)
February-19	37.5			915	700	232	932	17
March-19	53.5			915	700	331	1,031	116
April-19	5.1			915	700	32	732	(183)
May-19	35.7			915	700	221	921	6
June-19	39.7			915	700	246	946	31
July-19	39.2			915	700	243	943	28
August-19	41.3			915	700	256	956	41
September-19	19.0			915	700	118	818	(97)
Totals	358.2	\$ -	\$ -	\$ 10,065	\$ 7,700	\$ 2,100	\$ 9,100	\$ (50)

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City of Richwood
Sewer Rate Review & Analysis
Data Input and Recap Worksheet

Current Sewer Rate			Proposed Sewer Rate		
Base	\$	22.40	Base	\$	15.00
\$/1000	\$	4.35	T1	\$	4.95
			T2	\$	5.45
			T3	\$	5.70
		\$ 0.50			
		\$ 0.25			

Monthly Usage	Current	Proposed	Increase	% Increase
2,000	\$ 22.40	\$ 24.90	\$ 2.50	11.2%
4,000	31.10	34.80	3.70	11.9%
6,000	39.80	44.70	4.90	12.3%
8,000	48.50	54.60	6.10	12.6%
10,000	57.20	64.50	7.30	12.8%
12,000	65.90	75.40	9.50	14.4%
14,000	74.60	86.30	11.70	15.7%
16,000	83.30	97.20	13.90	16.7%
18,000	92.00	108.10	16.10	17.5%
20,000	100.70	119.00	18.30	18.2%
Totals:	\$ 615.50	\$ 709.50	\$ 94.00	15.3%

Customer Class	# of Units	% Units	Total Usage	% Usage	Current Revenue	% Revenue	Proposed Revenue	% Revenue
Res, Com, Ind & Ins	1295	53.7%	65,845,000	62.0%	524,378	60.3%	567,298	60.4%
Multi Family	1012	41.9%	39,359,780	37.0%	326,762	37.6%	348,381	37.1%
PV Parks	106	4.4%	1,032,020	1.0%	18,480	2.1%	23,126	2.5%
	2413	100.0%	106,236,800	100.0%	\$ 869,620	100.0%	\$ 938,805	100.0%

Estimated Annual Increase: \$ 69,185

City of Richwood
Multi-Family Apartments
Sewer Usage & Revenue Analysis

Current Rate:		Proposed Rate:	
Base Rate:	\$ 22.40	Base Rate:	\$ 15.00
Per 1000 Gal:	\$ 4.35	Per 1,000 Gal:	\$ 4.95

Name	# of Units	% Units	Total Usage	% Usage	Current Revenue	% Revenue	Proposed Revenue	% Revenue
Brazos Crossing	308	30.4%	8,579,000	23.4%	\$ 83,734	25.6%	\$ 93,286	26.8%
Richwood Landing	256	25.3%	12,311,500	33.6%	94,651	29.0%	103,182	29.6%
East Bank at Richwood Village	200	19.8%	1,567,000	4.3%	49,280	15.1%	40,757	11.7%
Lodge at Timbercreek #1	124	12.3%	5,471,400	14.9%	42,487	13.0%	47,543	13.6%
Lodge at Timbercreek #2	124	12.3%	8,717,800	23.8%	56,609	17.3%	63,613	18.3%
Total	1012	100.0%	36,646,700	100.0%	\$ 326,762	100.0%	\$ 348,381	100.0%

Monthly Usage	B Crossing	R Landing	East Bank	Lodge #1	Lodge #2	Totals
October-18	714,200	1,097,600	117,000	466,500	635,500	3,030,800
November-18	911,000	82,200	159,000	501,200	720,200	2,373,600
December-18	913,000	2,658,600	115,000	482,100	796,500	4,965,200
January-19	739,400	749,800	102,000	435,500	817,900	2,844,600
February-19	767,400	1,089,700	174,000	465,500	701,500	3,198,100
March-19	706,100	363,200	96,000	456,700	659,400	2,281,400
April-19	806,000	1,631,000	160,000	538,300	711,300	3,846,600
May-19	767,400	1,083,200	150,000	446,500	754,000	3,201,100
June-19	828,700	1,142,900	143,000	515,600	874,000	3,504,200
July-19	712,900	1,183,100	237,000	570,700	952,300	3,656,000
August-19	712,900	1,230,200	114,000	592,800	1,095,200	3,745,100
Total	8,579,000	12,311,500	1,567,000	5,471,400	8,717,800	36,646,700
Average Total Monthly Usage	779,909	1,119,227	142,455	497,400	792,527	3,331,518
Average Usage per Unit	2,532	4,372	712	4,011	6,391	3,292

Estimated Annual Usage: 40,391,800

City of Richwood
RV Parks - Outside City Limits
Sewer Usage & Revenue Analysis

Bayou Oaks #1

of Units: 56

Current Rate:

Base Rate: \$ 22.40
Per 1000 Gal: \$ 4.35

Proposed Rate:

Base Rate: \$ 15.00
Per 1,000 Gal: \$ 6.19 - 125% of Tier One Rate

Month	Usage Gals/1,000	Base Rate	Usage Charge	Monthly Total	Base Rate	Usage Charge	Monthly Total	Monthly Difference
November-18	34.3	-	-	840	840	212	1,052	212
December-18	56.4	-	-	840	840	349	1,189	349
January-19	55.3	-	-	840	840	342	1,182	342
February-19	83.5	-	-	840	840	517	1,357	517
March-19	81.7	-	-	840	840	506	1,346	506
April-19	96.1	-	-	840	840	595	1,435	595
May-19	60.1	-	-	840	840	372	1,212	372
June-19	60.8	-	-	840	840	376	1,216	376
July-19	69.7	-	-	840	840	431	1,271	431
August-19	51.6	-	-	840	840	319	1,159	319
September-19	43.3	-	-	840	840	268	1,108	268
Totals	692.8	\$ -	\$ -	\$ 9,240	\$ 9,240	\$ 4,287	\$ 13,527	\$ 4,287

City of Richwood
RV Parks - Outside City Limits
Sewer Usage & Revenue Analysis

Bayou Oaks #2

of Units: 50

Current Rate:

Base Rate: \$ 22.40
Per 1000 Gal: \$ 4.35

Proposed Rate:

Base Rate: \$ 15.00
Per 1,000 Gal: \$ 6.19 - 125% of Tier One Rate

Month	Usage Gals/1,000	Base Rate	Usage Charge	Monthly Total	Base Rate	Usage Charge	Monthly Total	Monthly Difference
November-18	22.8			840	750	141	891	51
December-18	36.0			840	750	223	973	133
January-19	28.4			840	750	176	926	86
February-19	37.5			840	750	232	982	142
March-19	53.5			840	750	331	1,081	241
April-19	5.1			840	750	32	782	(58)
May-19	35.7			840	750	221	971	131
June-19	39.7			840	750	246	996	156
July-19	39.2			840	750	243	993	153
August-19	41.3			840	750	256	1,006	166
September-19	19.0			840	750	118	868	28
Totals	358.2	\$ -	\$ -	\$ 9,240	\$ 8,250	\$ 2,099	\$ 9,599	\$ 1,199

City of Richwood
Solid Waste Rate Review & Analysis
Comparative Billing Period: April 2019

	Current Rates			Proposed Rates		
	Regular Billing for April 2019			Regular Billing for April 2019		
	Contract Rate	Customer Rate	Billing Margin	Contract Rate	Customer Rate	Billing Margin
One (1) 95 Gal Container	\$ 15.85	\$ 17.14	\$ 1.29	\$ 15.85	\$ 18.85	\$ 3.00
Two (2) 95 Gal Container	\$ 20.71	\$ 25.14	\$ 4.43	\$ 20.71	\$ 25.85	\$ 5.14
Three (3) 95 Gal Container	\$ 26.71	\$ 33.14	\$ 6.43	\$ 26.71	\$ 32.85	\$ 6.14
Four (4) 95 Gal Container	\$ 32.71	\$ 41.14	\$ 8.43	\$ 32.71	\$ 39.85	\$ 7.14
Five (5) 95 Gal Container	\$ 38.71	\$ 49.14	\$ 10.43	\$ 38.71	\$ 46.85	\$ 8.14
	Senior Discount Billing for April 2019			Senior Discount Billing for April 2019		
	Contract Rate	Customer Rate	Billing Margin	Contract Rate	Customer Rate	Billing Margin
	Rate	Rate	Margin	Rate	Rate	Margin
One (1) 95 Gal Container	\$ 15.85	\$ 15.85	\$ -	\$ 15.85	\$ 16.85	\$ 1.00
Two (2) 95 Gal Container	\$ 20.71	\$ 23.85	\$ 3.14	\$ 20.71	\$ 23.85	\$ 3.14
Three (3) 95 Gal Container	\$ 26.71	\$ 31.85	\$ 5.14	\$ 26.71	\$ 30.85	\$ 4.14
Four (4) 95 Gal Container	\$ 32.71	\$ 39.85	\$ 7.14	\$ 32.71	\$ 37.85	\$ 5.14
Five (5) 95 Gal Container	\$ 38.71	\$ 47.85	\$ 9.14	\$ 38.71	\$ 44.85	\$ 6.14
Weekly Service	Regular Billing for April 2019			Regular Billing for April 2019		
	Pickups Per Week	Monthly Rate	Monthly Billing	Pickups Per Week	Monthly Rate	Monthly Billing
One (1) 95 Gal Container	762	\$ 17.14	\$ 13,060.68	762	\$ 18.85	\$ 14,363.70
Two (2) 95 Gal Container	288	25.14	7,240.32	288	25.85	7,444.80
Three (3) 95 Gal Container	4	33.14	132.56	4	32.85	131.40
Four (4) 95 Gal Container	1	41.14	41.14	1	39.85	39.85
Five (5) 95 Gal Container	1	49.14	49.14	1	46.85	46.85
Totals:	1056		\$ 20,523.84	1056		22,026.60
	Senior Billing for April 2019			Senior Billing for April 2019		
	Pickups Per Week	Monthly Rate	Monthly Billing	Pickups Per Week	Monthly Rate	Monthly Billing
One (1) 95 Gal Container	162	\$ 15.85	\$ 2,567.70	162	\$ 16.85	\$ 2,729.70
Two (2) 95 Gal Container	34	23.85	810.90	34	23.85	810.90
Three (3) 95 Gal Container	1	31.85	31.85	1	30.85	30.85
Four (4) 95 Gal Container	-	39.85	-	-	37.85	-
Five (5) 95 Gal Container	-	47.85	-	-	44.85	-
	197		\$ 3,410.45	197		\$ 3,571.45
	Combined Billing Totals for April 2019			Combined Billing Totals for April 2019		
	Pickups Per Week	Monthly Rate	Monthly Billing	Pickups Per Week	Monthly Rate	Monthly Billing
One (1) 95 Gal Container	924		\$ 15,628.38	924		\$ 17,093.40
Two (2) 95 Gal Container	322		8,051.22	322		8,255.70
Three (3) 95 Gal Container	5		164.41	5		162.25
Four (4) 95 Gal Container	1		41.14	1		39.85
Five (5) 95 Gal Container	1		49.14	1		46.85
	1253		\$ 23,934.29	1253		\$ 25,598.05
April Waste Connections Contract Invoice Amount:				\$ (20,840.38)		
Monthly Billing Margin:				\$ 4,757.67		
Estimated Annual Billing Margin:				\$ 57,092.04		

City of Richwood
Proposed Utility & Solid Waste Rate Increases
August 22, 2019

Present Rate:	Water		Wastewater		Solid Waste		Totals
Base/Minimum Charge:	\$	24.40	\$	22.40	\$	17.14	\$ 63.94
Per/1,000 Gals	\$	4.35	\$	4.35		NA	
Proposed Rate:							
Base/Minimum Charge:	\$	30.23	\$	24.99	\$	19.52	\$ 74.74
Per/1,000 Gals	\$	4.87	\$	4.48		NA	
Base/Minimum Charge Increase:	\$	5.83	\$	2.59	\$	2.38	\$ 10.80
Per/1,000 Gal Increase:	\$	0.52	\$	0.13		NA	

Monthly Billing Totals						
	Base/Minimum 2,000 Gals or less		5,000 Gals	10,000 Gals		15,000 Gals
Present Rates:						
Water	\$	24.40	\$	37.45	\$	59.20
Wastewater		22.40		35.45		57.20
Solid Waste		17.14		17.14		17.14
Total	\$	63.94	\$	90.04	\$	133.54
						\$ 177.04
Proposed Rates:						
Water	\$	30.23	\$	44.84	\$	69.19
Wastewater		24.99		38.43		60.83
Solid Waste		19.52		19.52		19.52
Total	\$	74.74	\$	102.79	\$	149.54
						\$ 196.29
Amount of Increase:	\$	10.80	\$	12.75	\$	16.00
Percent Increase:		16.9%		14.2%		12.0%
						\$ 19.25
						10.9%

Annual Water Debt Service Requirement for Voter Approved Series FY 2019 B Bonds:	\$	171,926
# of Richwood Water Customers:		1,350
# of annual water bills/Customer:		12
Amount of \$ charge per water customer monthly to cover debt payment:	\$	10.61

Estimate of Additional Monthly Amounts Necessary to Eliminate Negative Unrestricted Net Asset Position:

	Water	Wastewater	Solid Waste	Total
Unrestricted Net Assets:	\$ (211,904)	\$ (180,511)	\$ (39,242)	\$ (392,415)
Eliminate in One Year:	\$ 13.08	\$ 11.14	\$ 2.42	\$ 24.22
Eliminate in Five Years:	\$ 2.46	\$ 2.10	\$ 0.46	\$ 4.56

Note: The total of \$392,415 as reported in City of Richwood Audit dated September 30, 2018, is shown separated by Fund in accordance with separate funds in proposed budget. Amounts reflect additional monthly revenue necessary from each respective utility and solid waste account. An annual growth rate of 3% in the number of customer accounts is assumed in the calculation for the amounts shown over the five year period.

ORDINANCE NO. 19-465

AN ORDINANCE BY THE COUNCIL OF THE CITY OF RICHWOOD, TEXAS AMENDING APPENDIX C – FEE SCHEDULE OF THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in February 2018, adopted Ordinance 18-417 amending fees for water, sewer, and solid waste collection services;

WHEREAS, the City wishes to amend the current fee schedule to account for voter approved budget increases and amend Appendix C – Fee Schedule to adjust water and sewer collection fees.

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

Section 1: That APPENDIX C – Fee Schedule is hereby amended to read as attached to this ordinance.

Section 2: That if any provision of this ordinance or application thereof to any person or circumstance is held invalid by any court, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City, hereby declares that it would have enacted such remaining portions despite any such invalidity.

Section 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4: That this ordinance shall be in effect immediately upon adoption.

Passed and Approved on this 14th day of October 2019.

Mayor

ATTEST:

Kirsten Garcia, City Secretary

APPROVED AS TO FORM:

City Attorney

TCEQ Water System Compliance Project

Is Richwood's Water Safe?

Yes, the City of Richwood's water is safe. We have been working with the Texas Commission on Environmental Quality (TCEQ) to increase the number of locations and the frequencies at which water samples are being tested. In fact, water samples are now being taken in some areas of the City almost daily. The results from the water samples can be seen by visiting TCEQ's website at <https://dww2.tceq.texas.gov/DWW/>.

To help improve the water quality, the City has also increased the frequency at which we flush the lines, which has helped maintain higher concentrations of chlorine within our water system. Prior to October 2017, the City was flushing water lines about twice a month. Then, the frequency of the City's flushing activities increased to once a week. Since September 25, 2018, employees have been flushing in some areas daily, causing the concentration of chlorine in our water system to remain at much higher levels.

Why is the water system experiencing problems with pressure?

Over the past decade a large amount of demand has been added to Richwood's water system due to new growth. Over seven (7) miles of waterlines were added for Oakwood Shores, the Audubon Woods subdivisions are now completely built out, 508 new apartments have been added, and about 75 additional homes are being added over the next couple of years. This growth has caused significant stress to Richwood's water infrastructure and created a situation where our existing water system cannot always produce the necessary pressures.

What are the Texas Commission on Environmental Quality's (TCEQ) water pressure standards?

According to Section 290.44 (d) of the Texas Administrative Code:

"Minimum pressure requirement. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide fire fighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions."

While Richwood's water system typically operates at about 50 psi, it cannot always maintain the required minimum pressure of 35 psi, especially in the areas that are the farthest away from the water towers.

What can TCEQ do if a water system is not in compliance with their standards?

TCEQ is authorized to enforce correction of the violations and to seek penalties to deter future noncompliance. Pursuant to Chapter 70, Subchapter A, Rule 70.5, of the Texas Administrative Code, remedies available to TCEQ associated with noncompliance are as follows:

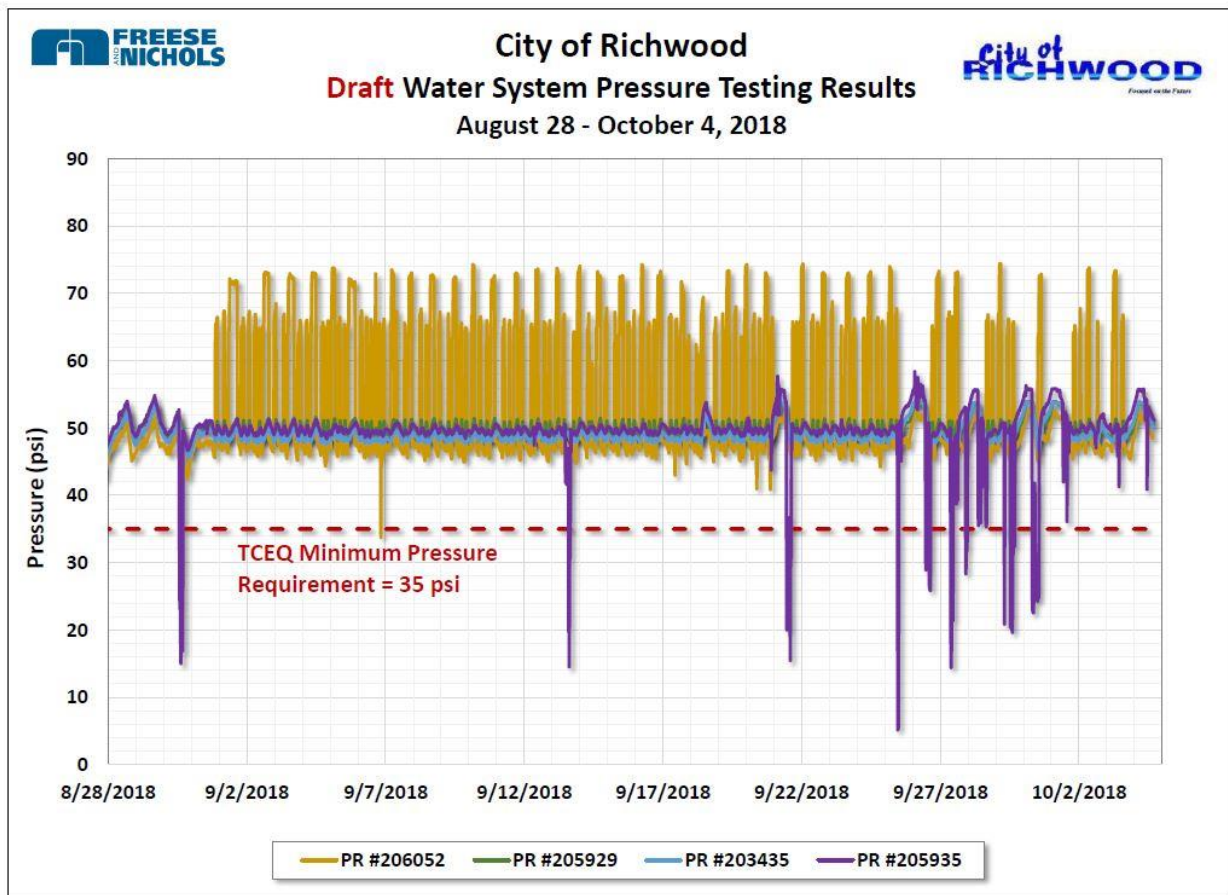
"Remedies available to the commission in enforcement actions include all those found in the Texas Water Code, the Texas Health and Safety Code, and the American Psychological Association. These include, but are not limited to, issuance of administrative orders with or without penalties; referrals to the Texas Attorney General's Office for civil judicial action; referrals to the Environmental Protection Agency for civil judicial or administrative action; referrals for criminal action; or permit, license, registration, or certificate revocation or suspension. Nothing herein shall be construed to preclude the executive director from seeking

any remedy in law or equity not specifically mentioned in these rules. In addition, an enforcement matter may be resolved informally without a contested case proceeding in appropriate circumstances."

Why was the true extent of the issues with the water system not discovered until more recently?

The City has been dealing with low chlorine residuals and low pressures, in Oakwood Shores particularly, for a number of years. Once the new apartment complexes opened, they also started experiencing similar problems with low chlorine residuals and low pressure. Until last fall, the City had been operating under the belief that flushing the water lines more frequently, even daily in some areas, would increase the chlorine residuals and provide the City more time to fund a more permanent solution. However, in September 2018, during a TCEQ inspection, it was discovered that during our flushing operations, the water pressure was falling below TCEQ's minimum level of 35 psi.

Prior to the discovery of the pressure problem, Richwood had been working on funding and completing a comprehensive study of the water and wastewater systems since the first part of 2017. However, due to a delay in funding related to Hurricane Harvey a contract to conduct the study was not awarded to Freese & Nichols until July 2018. In October 2018, Freese & Nichols was able to provide the City with data from their pressure monitors to further illustrate the water system's failure to maintain the minimum pressure requirements. A chart of that data is included below.



What can be done to improve the water pressure?

As part of their comprehensive review of our water system, Freese & Nichols is recommending the construction of a new water plant on City owned property in Oakwood Shores. This new water plant would include a water well, a ground storage tank, and a pump station. According to Freese & Nichols study, this new water plant would (1) be the most cost-effective option to bring Richwood's water system into compliance with TCEQ's water capacity requirements and (2) could potentially provide additional water supply for future growth depending on the yield from the new well. To see a draft report relating to this recommendation, please visit the City's website at <http://richwoodtx.gov/site/notices/freese-nichols-water-plant-recommendation/>.

What is the anticipated cost of the recommended improvements?

It is believed that the need improvements will cost between \$3.5 million and \$4.0 million.

Has the City looked at grants to try and fund the needed improvements?

Yes, staff and our financial advisors have reached out to the Texas Water Development Board (TWDB), the United States Department of Agriculture (USDA), and the United States Department of Housing and Urban Development (HUD) to inquire about potential grant opportunities. However, all the organizations have informed us that Richwood does not qualify for their grant programs because Richwood's average household income is too high. The City will be applying for the Texas Water Development Board's low interest loan program, but there are no guarantees that the Richwood's project will be funded. Furthermore, the low interest loan program comes with additional oversight and regulations that could further increase the cost of the project.

How does the City propose to finance the needed improvements?

Over the course of the last two budget cycles, the City has built up over \$125,000 in funds that have been used for one-time expenses. It is proposed that these funds be used to offset a portion of the required debt service for the new water plant. However, a rate increase is being considered to fund the remaining portion of the projected \$240,000 debt payment.

With recent changes approved by City Council, it is estimated that the water base charge would increase by no more than \$5.00 per month instead of the \$6.00 per month that was previously estimated. It is also anticipated that the usage rate of \$4.35 per 1,000 gallons would remain the same on all usage under 20,000 gallons a month. After 20,000 gallons the rate would increase to \$4.85 per 1,000 gallons, an increase of \$0.50 per 1,000 gallons. Over the past 12 months, 99.4% of all residential bills have had water usage of less than 20,000 gallons per month.

Why is it being recommended to issue general obligation debt to pay for the needed projects?

TCEQ regulations require that the City of Richwood bring our water system into compliance with their standards. However, the City does not have the cash that would be needed to fund the project. Even if the City were to save up for the project for 5 years, not including the potential TCEQ fines and inflation, the City would need to increase water bills by \$27.43 per month on the average account. If the timeframe were shortened to 3 years it would be \$45.71 per month and for a year it would be \$137.12 per month.

One benefit of issuing debt for these projects is that it would allow the City to spread the cost of the improvements over 30 years, which would allow for a smaller impact on the utility rates. Paying for the project over a long period of time would help ensure that the current water users are not paying upfront for a project that will benefit people for years to come.