



# City of Richmond

*Where History Meets Opportunity*

## Special Scheduled City Commission Meeting via Video Conference call (pursuant to Texas Government Code, Section 551.127)

Monday, June 8, 2020 at 4:30 P.M.

Join Zoom Meeting

<https://zoom.us/j/91490863502?pwd=QWpLYkpuL0JON1F5aWM1bGxxUFV0dz09>

Meeting ID: 914 9086 3502

Password: 946496

One tap mobile

+16699006833,,91490863502# US (San Jose)

+19292056099,,91490863502# US (New York)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

Meeting ID: 914 9086 3502

Mayor Evalyn Moore

Commissioner Terry Gaul

Commissioner Barry Beard

Commissioner Carl Drozd

Commissioner Alex BeMent

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**In compliance with the recommendations of the CDC and other governmental agencies, to limit meetings to less than ten persons to limit the spread of the COVID-19 virus, members of the public will not be permitted to attend the meeting in person. However, members of the public may submit comments to the City Commission in any of the following ways: 1) emailing the City Secretary at [lscarlato@ci.richmond.tx.us](mailto:lscarlato@ci.richmond.tx.us); 2) delivering written comments to City Hall drop box prior to the meeting; or 3) by notifying the City Secretary in advance that they wish to be contacted by phone at 281-342-5456 option 2 during the meeting in order to make their comments during the comments from the audience for Agenda Items portion of the meeting.**

### AGENDA

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*

City Commission Meeting Agenda

June 8, 2020

Page 1 of 3

- A1. Call to Order, Quorum Determined, Meeting Declared Open.
- A2. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)
- A3. Review and consider taking action on Resolution No. 325-2020, authorizing a Right of Entry Agreement with Union Pacific Railroad Company.
- A4. Review and consider taking action on Resolution No. 330-2020, authorizing the Interlocal Agreement with Fort Bend County for Coronavirus Aid, Relief, and Economic Security Act Funding Allocation Distribution.
- A5. Review and consider taking action on Resolution No. 329-2020, consenting to the annexation of a 116.78-acre tract by Fort Bend County Levee Improvement District No. 6 (former Fort Bend Country Club tract).
- A6. Staff presentation and discussion on the Development Agreement between the City of Richmond and HW 589 Holdings LLC., and the City of Richmond (Veranda Development Agreement).
- A7. Staff presentation and discussion on Multi-family development with a focus on provisions and requirements within the Unified Development Code (UDC).
- A8. Staff presentation and discussion on recently upgraded Unified Development Code (UDC) Portal on the City of Richmond website.
- A9. Adjournment.

If, during the course of the meeting covered by this Agenda, the Commission shall determine that an executive session of the Commission, should be held or is required in relation to any item included in this Agenda, then such executive session, as authorized by the Texas Open Meetings Act, will be held by the Board at the date, hour, and place given in this Agenda concerning any and all subjects and for any and all purposes permitted by Sections 551.071-551.084 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of a private consultation with the Board’s attorney on any or all subjects or matters authorized by law.

#### **NOTICE OF ASSISTANCE AT THE PUBLIC MEETING**

The City of Richmond City Commission meetings are available to all persons regardless of disability. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations, should you require special assistance, must be made 48 hours prior to this meeting. Braille is not available. Please contact the City Secretary’s

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office at (281) 342-5456 ex. 505 for needed accommodations.  
If you have any questions please let me know.

Terri Vela

*Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.*



# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

Monday, June 8, 2020 at 4:30 p.m.

A1. Call to Order, Quorum Determined, Meeting Declared Open.



# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

Monday, June 8, 2010 at 4:30 p.m.

- A2. Public comments (Public comment is limited to a maximum of 3 minutes per item. No Deliberations with the Commission. Time may not be given to another speaker.)



# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

Monday, June 8, 2020 at 4:30 p.m.

- A3. Review and consider taking action on Resolution No. 325-2020, authorizing a Right of Entry Agreement with Union Pacific Railroad Company.



## RESOLUTION NO. 325-2020

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS AUTHORIZING THE MAYOR TO SIGN AND THE CITY SECRETARY TO ATTEST A RIGHT OF ENTRY AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Union Pacific Railroad Company has expressed its intent to replace its railroad bridge crossing the Brazos River at Richmond; and

**WHEREAS**, Union Pacific Railroad must realign its track between the Brazos River and Sixth Street, and has requested that the City enter into a Right of Entry agreement to provide for the right of Union Pacific Railroad to enter upon the City-owned property of Calhoun Street and other City-owned tracts along Calhoun Street; and

**WHEREAS**, City staff and Union Pacific Railroad have negotiated terms of the Right of Entry granting permission to Union Pacific Railroad to enter upon the City-owned property to conduct a lineal survey and other investigations related to the realignment of its tracks; and

**WHEREAS**, the proposed Right of Entry agreement details the rights, duties, obligations, responsibilities, and expenses of the parties to the agreement; and

**WHEREAS**, the City Commission of the City of Richmond finds that it is in the public interest to enter into the Right of Entry agreement with Union Pacific Railroad Company related to surveying and other investigation preliminary to the replacement of the Brazos River railroad bridge and the realignment of the existing railroad track between the Brazos River and Sixth Street, to approve the proposed agreement, and to authorize the Mayor to sign and the City Secretary to attest the agreement on behalf of the City; **NOW, THEREFORE:**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

**Section 1.** The City Commission hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct.

**Section 2.** The City Commission approves the Right of Entry agreement with Union Pacific Railroad Company related to surveying and other investigation preliminary to the replacement of the Brazos River railroad bridge and the realignment of the existing railroad track between the Brazos River and Sixth Street, attached as Attachment 1.

**Section 3.** The City Commission authorizes Mayor Evalyn W. Moore to sign and City Secretary Laura Scarlato to attest the Right of Entry agreement on behalf of the City.

**Section 4.** The officers of the City of Richmond, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things provided for in the agreement.

**Section 5.** The City Commission hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

This Resolution, PASSED AND APPROVED on this the 8<sup>th</sup> day of June, 2020, shall take effect and be in full force upon and after its passage.

\_\_\_\_\_  
Evalyn W. Moore, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura Scarlato, City Secretary

\_\_\_\_\_  
Gary W. Smith, City Attorney



## ATTACHMENT 1

## RIGHT OF ENTRY

This RIGHT OF ENTRY (this "**ROE**") dated effective as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") is made by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**UP**") and the CITY OF RICHMOND, a political subdivision of the State of Texas (the "**City**"). UP and the City are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

The purpose of this ROE is to authorize UP's entry upon certain City-owned properties for limited purposes set forth below in connection with UP's reconstruction of the railroad bridge located at or near Milepost 32.42 on UP's Glidden Subdivision (the "**Bridge**"), which Bridge crosses the Brazos River in Richmond, Texas (the "**Bridge Project**").

In order to ensure UP's expedited completion of the Bridge Project, UP has agreed to reimburse the City for the City's actual, direct costs incurred by UP's use of and access to the City Property (as defined in Section 1 below) for the purposes of the Bridge Project, in a total amount not to exceed Ten Thousand Dollars (\$10,000.00) ("**Reimbursable Costs**"), pursuant to the terms of this ROE.

UP and the City agree as follows:

1. Grant of Right of Entry for Due Diligence. In connection with the Bridge Project, the City hereby grants UP and its employees, consultants and agents (collectively, the "**UP Representatives**") the right to enter upon any City owned property as shown on the print marked Exhibit A attached hereto and made a part hereof (the "**City Property**"), notwithstanding the designation as City Property on Exhibit A, City Property does not include the privately-owned property included within the area designated as City Property on Exhibit A, for the purpose of investigating any and all matters in connection with the City Property as UP deems necessary, including without limitation, performing surveys, soil and environmental tests and related engineering and feasibility studies. The City hereby agrees to furnish UP with any information in the City's possession requested by UP in connection with UP's investigations of the City Property, and agrees to assist UP in securing information not in the City's possession as UP deems necessary and/or desirable (at UP's cost and expense). UP will repair any physical damage to the City Property, any City utilities or facilities, and any privately owned utilities or facilities existing in the City Property caused by the UP Representatives in connection with UP's investigations, except to the extent such damage was caused by aggravating a latent adverse environmental or other condition affecting the City Property that was not disclosed by the City to UP in writing prior to UP's entry onto the City Property. The above limitation of responsibility shall not apply if the latent adverse environmental or other condition arises from the actions or omissions of UP or its predecessors.

2. Term. The term of this ROE commences on the Effective Date and shall terminate one month after the Effective Date ("**Term**"). City shall be notified a minimum of 48 hours prior to access onto the City Property for said investigations and will be provided with a description of the nature of the investigations. City shall have the right to have a representative present during the time that UP or its representatives are on the City Property pursuant to this ROE.
3. Reimbursable Costs. For the purposes of this ROE, Reimbursable Costs include labor, materials, or other overhead or administrative charges allocable to this ROE. Upon expiration of the Term, the City shall submit to UP itemized invoices documenting the Reimbursable Costs. UP agrees to pay all properly documented Reimbursable Costs within thirty (30) days of UP's receipt of such invoices. Additionally, and notwithstanding UP's payment of the Reimbursable Costs, the City and UP agree that UP shall bear any and all costs and expenses associated with the actual work performed by UP or the UP Representatives on the City Property pursuant this ROE.
4. INDEMNITY OBLIGATIONS OF UP.

(i) SUBJECT TO SECTION 4(ii) BELOW, UP SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, AND LOSSES ARISING FROM UP'S ACTS OR OMISSIONS OR FAULT RELATING TO OR ARISING OUT OF UP'S ACTIVITY AND ACTIONS UNDER THIS ROE.

(ii) NOTHING CONTAINED IN THIS SECTION OF THIS ROE SHALL BE CONSTRUED TO CONSTITUTE AN AGREEMENT OR OBLIGATION OF UP TO INDEMNIFY THE CITY AGAINST LIABILITY OR LOSSES ARISING SOLELY FROM THE CITY'S OWN ACTS OR OMISSIONS OR FAULT.

If the City notifies UP of a claim for indemnification, UP shall respond in writing within thirty (30) days after notification by the City, unequivocally accepting the City's demand and undertaking to indemnify the City, or, if UP rejects the demand, UP shall state specifically the grounds for rejection.

The provisions of this section 4 shall survive expiration or termination of this ROE.

5. Notices. All notices, payments, reports, requests, demands, and other communications to be made or given under this ROE shall be in writing and shall be: (a) personally delivered, (b) deposited with a nationally recognized overnight courier or (c) deposited in the United States mail first-class, certified or registered, postage prepaid and properly addressed as follows:

City: City of Richmond  
600 Morton Street  
Richmond, TX 77469  
Attn.: Howard Christian, Assistant City Manager

*With a copy to:* City of Richmond  
402 Morton Street  
Richmond, Texas 77469  
Attn.: Terri Vela, City Manager

UP: Union Pacific Railroad Company  
1400 Douglas Street, 9<sup>th</sup> Floor  
Omaha, NE 68179-1690  
Attn: Kevin Rice, Senior Manager M/W Environmental

*With a copy to:* Union Pacific Railroad Company  
1400 Douglas Street, Mail Stop 1580  
Omaha, NE 68179  
Attn: Madeline E. Roebke, Senior General Attorney

A notice shall be deemed received (i) on the date of delivery if personally served, (ii) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit or (iii) three (3) business days after deposit in the United States Mail as provided herein and as evidenced by a return receipt. Either Party may change the address established for it above by notifying the other Party of the change as herein provided.

6. Permitting and Compliance with Laws. UP and its Representatives shall conduct all activities on the City Property in compliance with all applicable laws, statutes, ordinances and regulations. UP shall be responsible for all permitting and compliance for this investigation and work. The UP shall assume full responsibility for any notices, violations, fines and other regulatory actions taken against the City Property as a result of the investigation and work associated with this ROE.
7. Entire Agreement. This ROE constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written understandings on the same subject.
8. Jurisdiction. City and UP agree that any dispute under this ROE shall be brought in a court of competent jurisdiction for Fort Bend County, Texas, and that this ROE shall be governed by Texas law, except for the conflict of law provisions. Nothing contained in the foregoing sentence or otherwise set forth in this ROE is meant to or shall be interpreted to be a waiver of the principles of legal preemption or preclusion that may apply to UP because of its status as a freight rail common carrier regulated by the federal government of the United States of America.

9. Mechanics Liens. UP shall pay immediately all costs of labor, services and materials supplied in prosecution of any work to be done on the City Property under this ROE. UP shall keep the City Property free and clear of all mechanic's liens and any other liens. If a lien is filed against the City Property as a result of the entry or use of the City Property by UP or its Representatives, UP agrees to immediately repay the lien and obtain full release from it.
10. Restoration of Property. UP or its Representatives shall return the City Property to a condition which is at least as good as the condition in which the City Property was in prior to the entry by UP or its Representatives, including removal of all property of UP or Representatives.
11. Counterparts. This ROE may be executed in any number of counterparts, including facsimile or electronically scanned counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute one agreement.
12. Accommodation. UP and the City each acknowledge and agree that UP's agreement to pay the Reimbursable Costs to the City serves as an expedient to UP's completion of the Bridge Project, is made as an accommodation by UP in favor of the City, and is not required by any applicable local or municipal laws, rules, or regulations. UP and the City further each acknowledge and agree that nothing this ROE or in the acts of UP and/or the City entering into this ROE, is meant to be or should be interpreted as establishing a "course of performance", a "course of dealing" or in any other way establishing a common basis of understanding in connection with UP's payment to the City for additional property rights or other work associated with the Bridge Project, and that any such future acquisitions or transactions will be governed by the express terms of a separate agreement to be negotiated by the parties.

(Signatures on the Following Page)

IN WITNESS WHEREOF, each Party has caused this ROE to be executed by its duly authorized signatory, effective as of the Effective Date.

**UNION PACIFIC RAILROAD  
COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Kris Anderson  
Title: \_\_\_\_\_

Digitally signed by Kris Anderson  
DN: cn=Kris Anderson, o=Union Pacific Railroad Company,  
ou=Manager Real Estate - Acquisitions, cn=Kris Anderson  
Date: 2020.06.01 10:58:23-0500

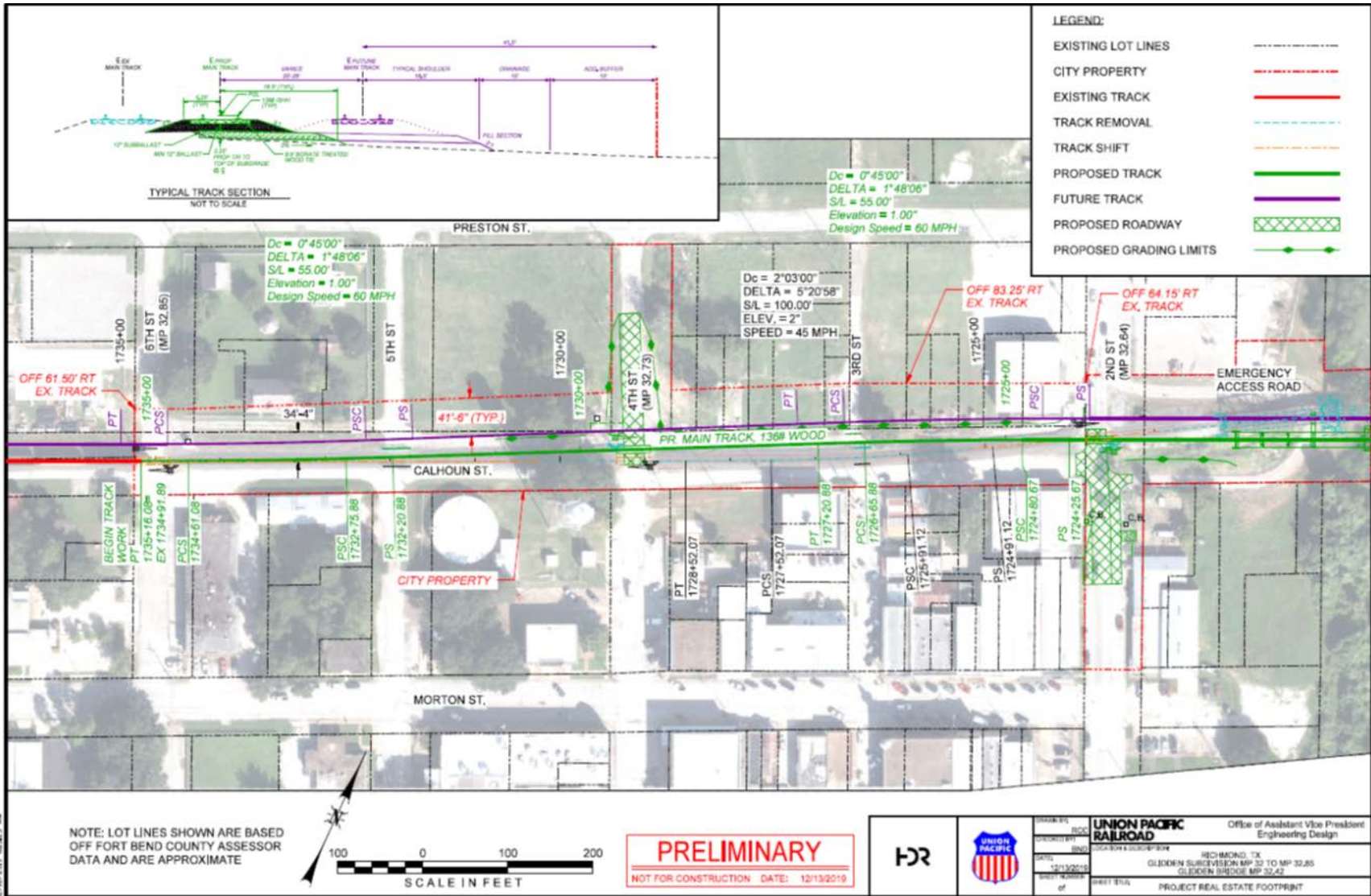
**CITY OF RICHMOND**, a political  
subdivision of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

City Property Depiction

(see attached)





## RIGHT OF ENTRY

This RIGHT OF ENTRY (this "**ROE**") dated effective as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**") is made by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**UP**") and the CITY OF RICHMOND, a political subdivision of the State of Texas (the "**City**"). UP and the City are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

The purpose of this ROE is to authorize UP's entry upon certain City-owned properties for limited purposes set forth below in connection with UP's reconstruction of the railroad bridge located at or near Milepost 32.42 on UP's Glidden Subdivision (the "**Bridge**"), which Bridge crosses the Brazos River in Richmond, Texas (the "**Bridge Project**").

In order to ensure UP's expedited completion of the Bridge Project, UP has agreed to reimburse the City for the City's actual, direct costs incurred by UP's use of and access to the City Property (as defined in Section 1 below) for the purposes of the Bridge Project, in a total amount not to exceed Ten Thousand Dollars (\$10,000.00) ("**Reimbursable Costs**"), pursuant to the terms of this ROE.

UP and the City agree as follows:

1. Grant of Right of Entry for Due Diligence. In connection with the Bridge Project, the City hereby grants UP and its employees, consultants and agents (collectively, the "**UP Representatives**") the right to enter upon any City owned property as shown on the print marked Exhibit A attached hereto and made a part hereof (the "**City Property**"), notwithstanding the designation as City Property on Exhibit A, City Property does not include the privately-owned property included within the area designated as City Property on Exhibit A, for the purpose of investigating any and all matters in connection with the City Property as UP deems necessary, including without limitation, performing surveys, soil and environmental tests and related engineering and feasibility studies. The City hereby agrees to furnish UP with any information in the City's possession requested by UP in connection with UP's investigations of the City Property, and agrees to assist UP in securing information not in the City's possession as UP deems necessary and/or desirable (at UP's cost and expense). UP will repair any physical damage to the City Property, any City utilities or facilities, and any privately owned utilities or facilities existing in the City Property caused by the UP Representatives in connection with UP's investigations, except to the extent such damage was caused by aggravating a latent adverse environmental or other condition affecting the City Property that was not disclosed by the City to UP in writing prior to UP's entry onto the City Property. The above limitation of responsibility shall not apply if the latent adverse environmental or other condition arises from the actions or omissions of UP or its predecessors.

2. Term. The term of this ROE commences on the Effective Date and shall terminate one month after the Effective Date ("**Term**"). City shall be notified a minimum of 48 hours prior to access onto the City Property for said investigations and will be provided with a description of the nature of the investigations. City shall have the right to have a representative present during the time that UP or its representatives are on the City Property pursuant to this ROE.
3. Reimbursable Costs. For the purposes of this ROE, Reimbursable Costs include labor, materials, or other overhead or administrative charges allocable to this ROE. Upon expiration of the Term, the City shall submit to UP itemized invoices documenting the Reimbursable Costs. UP agrees to pay all properly documented Reimbursable Costs within thirty (30) days of UP's receipt of such invoices. Additionally, and notwithstanding UP's payment of the Reimbursable Costs, the City and UP agree that UP shall bear any and all costs and expenses associated with the actual work performed by UP or the UP Representatives on the City Property pursuant this ROE.
4. INDEMNITY OBLIGATIONS OF UP.

(i) SUBJECT TO SECTION 4(ii) BELOW, UP SHALL FULLY INDEMNIFY AND HOLD THE CITY HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, AND LOSSES ARISING FROM UP'S ACTS OR OMISSIONS OR FAULT RELATING TO OR ARISING OUT OF UP'S ACTIVITY AND ACTIONS UNDER THIS ROE.

(ii) NOTHING CONTAINED IN THIS SECTION OF THIS ROE SHALL BE CONSTRUED TO CONSTITUTE AN AGREEMENT OR OBLIGATION OF UP TO INDEMNIFY THE CITY AGAINST LIABILITY OR LOSSES ARISING SOLELY FROM THE CITY'S OWN ACTS OR OMISSIONS OR FAULT.

If the City notifies UP of a claim for indemnification, UP shall respond in writing within thirty (30) days after notification by the City, unequivocally accepting the City's demand and undertaking to indemnify the City, or, if UP rejects the demand, UP shall state specifically the grounds for rejection.

The provisions of this section 4 shall survive expiration or termination of this ROE.

5. Notices. All notices, payments, reports, requests, demands, and other communications to be made or given under this ROE shall be in writing and shall be: (a) personally delivered, (b) deposited with a nationally recognized overnight courier or (c) deposited in the United States mail first-class, certified or registered, postage prepaid and properly addressed as follows:

City: City of Richmond  
600 Morton Street  
Richmond, TX 77469  
Attn.: Howard Christian, Assistant City Manager

*With a copy to:* City of Richmond  
402 Morton Street  
Richmond, Texas 77469  
Attn.: Terri Vela, City Manager

UP: Union Pacific Railroad Company  
1400 Douglas Street, 9<sup>th</sup> Floor  
Omaha, NE 68179-1690  
Attn: Kevin Rice, Senior Manager M/W Environmental

*With a copy to:* Union Pacific Railroad Company  
1400 Douglas Street, Mail Stop 1580  
Omaha, NE 68179  
Attn: Madeline E. Roebke, Senior General Attorney

A notice shall be deemed received (i) on the date of delivery if personally served, (ii) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit or (iii) three (3) business days after deposit in the United States Mail as provided herein and as evidenced by a return receipt. Either Party may change the address established for it above by notifying the other Party of the change as herein provided.

6. Permitting and Compliance with Laws. UP and its Representatives shall conduct all activities on the City Property in compliance with all applicable laws, statutes, ordinances and regulations. UP shall be responsible for all permitting and compliance for this investigation and work. The UP shall assume full responsibility for any notices, violations, fines and other regulatory actions taken against the City Property as a result of the investigation and work associated with this ROE.
7. Entire Agreement. This ROE constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written understandings on the same subject.
8. Jurisdiction. City and UP agree that any dispute under this ROE shall be brought in a court of competent jurisdiction for Fort Bend County, Texas, and that this ROE shall be governed by Texas law, except for the conflict of law provisions. Nothing contained in the foregoing sentence or otherwise set forth in this ROE is meant to or shall be interpreted to be a waiver of the principles of legal preemption or preclusion that may apply to UP because of its status as a freight rail common carrier regulated by the federal government of the United States of America.

9. Mechanics Liens. UP shall pay immediately all costs of labor, services and materials supplied in prosecution of any work to be done on the City Property under this ROE. UP shall keep the City Property free and clear of all mechanic's liens and any other liens. If a lien is filed against the City Property as a result of the entry or use of the City Property by UP or its Representatives, UP agrees to immediately repay the lien and obtain full release from it.
10. Restoration of Property. UP or its Representatives shall return the City Property to a condition which is at least as good as the condition in which the City Property was in prior to the entry by UP or its Representatives, including removal of all property of UP or Representatives.
11. Counterparts. This ROE may be executed in any number of counterparts, including facsimile or electronically scanned counterparts, each of which shall be deemed to be an original and all of which counterparts taken together shall constitute one agreement.
12. Accommodation. UP and the City each acknowledge and agree that UP's agreement to pay the Reimbursable Costs to the City serves as an expedient to UP's completion of the Bridge Project, is made as an accommodation by UP in favor of the City, and is not required by any applicable local or municipal laws, rules, or regulations. UP and the City further each acknowledge and agree that nothing this ROE or in the acts of UP and/or the City entering into this ROE, is meant to be or should be interpreted as establishing a "course of performance", a "course of dealing" or in any other way establishing a common basis of understanding in connection with UP's payment to the City for additional property rights or other work associated with the Bridge Project, and that any such future acquisitions or transactions will be governed by the express terms of a separate agreement to be negotiated by the parties.

(Signatures on the Following Page)

IN WITNESS WHEREOF, each Party has caused this ROE to be executed by its duly authorized signatory, effective as of the Effective Date.

**UNION PACIFIC RAILROAD  
COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

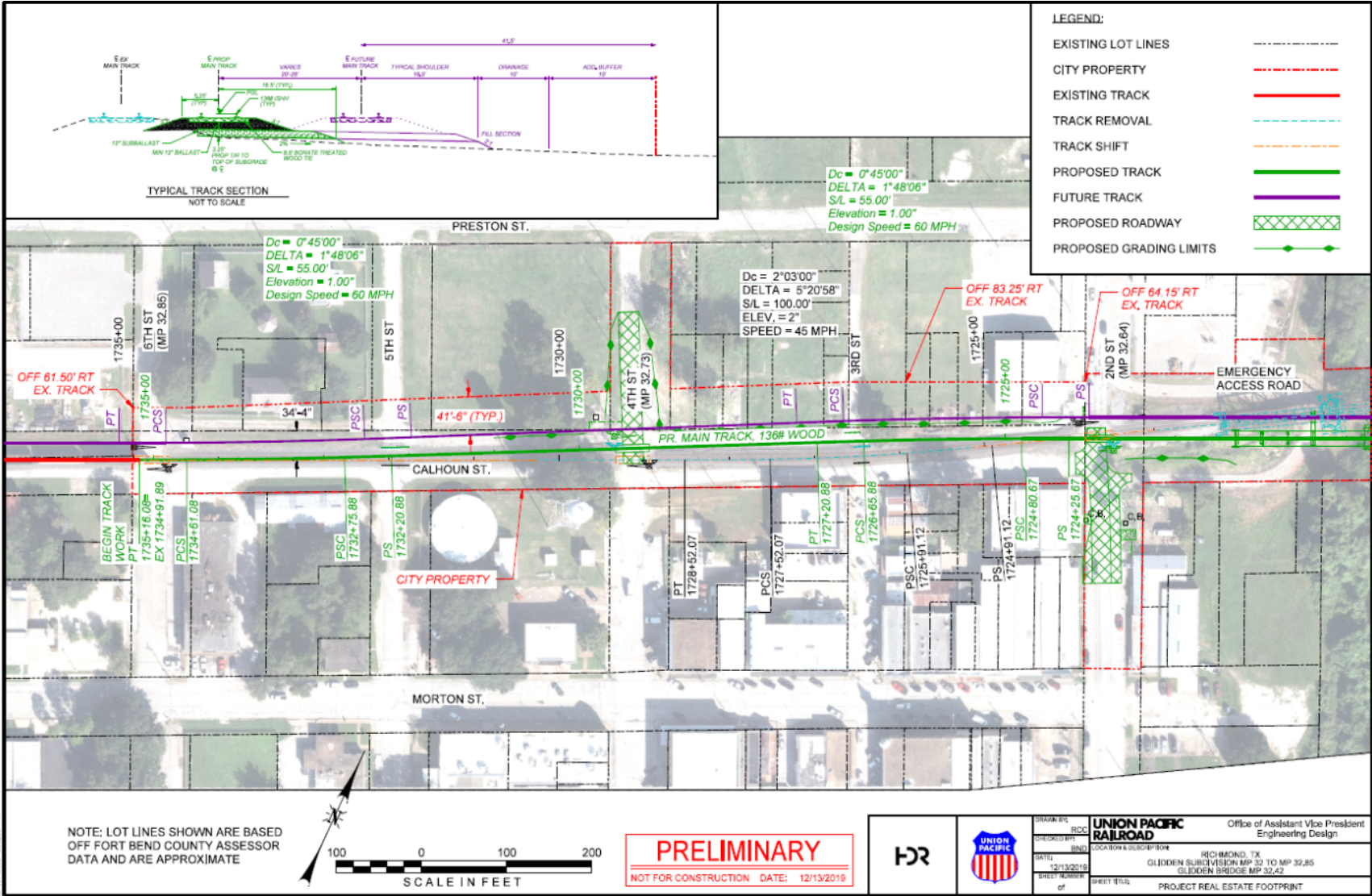
**CITY OF RICHMOND**, a political  
subdivision of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A

City Property Depiction

(see attached)



Ex. A



## RESOLUTION NO. 312-2019

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS AUTHORIZING THE MAYOR TO SIGN AND THE CITY SECRETARY TO ATTEST AN AGREEMENT FOR THE INSTALLATION, USE, MAINTENANCE, AND REPAIR OF WAYSIDE HORN WITH UNION PACIFIC RAILROAD COMPANY; AUTHORIZING EXPENDITURES PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Richmond has established a goal of quieting the railroad horns within the City; and

**WHEREAS**, pursuant to the goal, the City staff has sought an agreement with the Union Pacific Railroad to establish a wayside horn system for the at-grade crossings at Second Street, Fourth Street, Sixth Street, Eighth Street, Tenth Street, and Myrtle/Douglas Street; and

**WHEREAS**, City staff and Union Pacific Railroad have negotiated an agreement to provide for the installation, use, maintenance, and repair of a wayside horn system at the at-grade crossings; and

**WHEREAS**, the proposed agreement details the rights, duties, obligations, responsibilities, and expenses of the parties to the agreement; and

**WHEREAS**, the City Commission of the City of Richmond finds that it is in the public interest to enter into the agreement with Union Pacific Railroad Company related to the wayside horn system, to approve the proposed agreement, and to authorize the Mayor to sign and the City Secretary to attest the agreement on behalf of the City; **NOW, THEREFORE:**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

**Section 1.** The City Commission hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct.




**Section 2.** The City Commission approves the Wayside Horn Agreement with Union Pacific Railroad Company, attached as Exhibit A, and authorizes the expenditures provided for in the agreement.

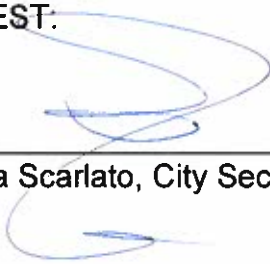
**Section 3.** The City Commission authorizes Mayor Evalyn W. Moore to sign and City Secretary Laura Scarlato to attest the Wayside Horn Agreement on behalf of the City.


**Section 4.** The officers of the City of Richmond, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things provided for in the agreement.

**Section 5.** The City Commission hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

This Resolution, PASSED AND APPROVED on this the 16<sup>th</sup> day of March, 2020, shall take effect and be in full force upon and after its passage.

  
\_\_\_\_\_  
Evalyn W. Moore, Mayor

ATTEST:  
  
\_\_\_\_\_  
Laura Scarlato, City Secretary

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Gary W. Smith, City Attorney

## EXHIBIT A

**UPRR REMS  
Project 761354**

**WAYSIDE HORN AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into as of this 24 day March, 2020 (the "Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (the "Railroad"), and the **CITY OF RICHMOND**, a Texas home rule municipality (the "City").

**RECITALS**

- A. The City has requested the Railroad's cooperation in connection with the installation, use, maintenance and repair of wayside horn systems for the at-grade, public crossings at the following locations (the "Project"): (i) Second Street (DOT No. 743719B) near Railroad Milepost 32.637; (ii) Fourth Street (DOT No. 743720V) near Railroad's Milepost 32.73; (iii) Sixth Street (DOT No. 743722J) near Railroad's Milepost 32.85; (iv) Eighth Street (DOT No. 743723R) near Railroad's Milepost 32.945; (v) Tenth Street (DOT No. 743724X) near Railroad's Milepost 33.05; and (vi) Douglas Street (DOT No. 743725E) near Railroad's Milepost 33.2, on the Railroad's Glidden Subdivision, located in Fort Bend County, Texas, as shown on the prints marked **Exhibit A1 – A6**, attached hereto and hereby made a part hereof (each, a "WHS Location" and collectively, the "WHS Locations").
- B. As used in this Agreement, the term "WHS" includes the wayside horn system and any and all parts or components thereof or associated therewith, including without limitation, the horn, utility poles, the horn confirmation signal, the advance confirmation indicators and systems, control cables, interconnect cables, circuitry and power supply for each WHS Location. The term "Work" as used in this Agreement shall mean any work associated with engineering, design, construction, installation, interconnection, operation or maintenance of the WHS at the WHS Locations.
- C. The Work to be performed in connection with the Project is more specifically described on the signal front sheet for each WHS Location marked **Exhibit B1 – B6**, attached hereto and hereby made a part hereof.
- D. The Railroad is willing to cooperate with the City in facilitating the Project, and is providing certain services to the City in connection with the Work, the Project and the WHS, as more particularly described herein, subject to the terms and conditions of this Agreement.
- E. The Railroad and the City desire to enter into this Agreement to set forth their understanding and agreement with respect to the Project.

**AGREEMENT**

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the Railroad and the City agree as follows:

**Section 1. FINANCIAL RESPONSIBILITY FOR THE WORK AND PROJECT.**

A. The City shall be financially responsible for all labor and materials for the preparation by the Railroad of estimates, engineering, design, construction, installation, maintenance, operation, interconnects, for interconnect costs, for all costs of flagging provided by the Railroad, and for all other costs and expenses referred to herein associated with the Work or the Project required to facilitate, implement, maintain and operate the WHS that comprises the Project, including without limitation as set out more fully below.

B. To the extent that a City initiated project requires the relocation or other modification of the WHS at any time in the future, the City, at its sole cost and expense, shall be responsible for relocating the WHS. If relocation or other modification of the WHS is required in connection with a Railroad initiated future project, the City, at the Railroad's sole cost and expense, shall be responsible for relocating the WHS; provided, however, that the City shall provide to the Railroad an estimate of the City's costs and expenses associated with the relocation of the WHS. The Railroad may either approve any such estimate or solicit bids from third party contractors to relocate the WHS (which shall be at the Railroad's cost). If the Railroad approves the City's estimate, then the City would perform the work to relocate the WHS, and the Railroad shall reimburse the City for its costs within sixty (60) days following receipt of an invoice from the City.

C. To the extent any such costs and expenses are the responsibility of the City, and not the Railroad, pursuant to the terms of this Agreement, the City shall pay and fully reimburse the Railroad for any and all costs and expenses incurred by the Railroad in connection with the Work and/or the Project, including without limitation, those costs and expenses more particularly set forth in this Agreement.

**Section 2. OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE CITY WITH RESPECT TO THE WORK AND THE PROJECT.**

A. The City shall install, own, maintain and repair, at its sole expense, the WHS. The City shall be responsible for ensuring the reliable operation and proper functioning of the WHS after installation.

B. The City shall comply with all applicable laws with respect the Project, including, but not limited to, 49 CFR Part 222. The City shall comply with all Federal Railroad Administration ("FRA") regulations and requirements with respect to the WHS.

C. The City shall endeavor to place all WHS components, including without limitation, utility poles and power supplies, at locations within its existing road right of way or other property owned or controlled by the City. If the City desires to change placement of the WHS and/or a WHS component in any respect, the City shall apply to the Railroad for approval due to the fact that any change in location of the WHS and/or a WHS could impact railroad operations. If the placement of the WHS and/or a WHS component is changed to a location within the Railroad's right of way, the City shall also apply to the Railroad for a license. The Railroad may issue approvals or licenses on application, subject to reasonable terms and conditions,

provided that no existing or planned facilities of the Railroad, in the judgment of the Railroad, shall be adversely impacted by such placement.

D. The City shall ensure compliance in all respects with such rules and requirements of the Railroad referred to more specifically herein or in exhibits or attachments hereto, including all applicable then-current Railroad standards and requirements, in conducting any Work or activities in, around, or regarding the WHS or the Railroad's tracks, crossings, bungalows, crossing protection, or other facilities, whether directly or through a Contractor (defined below).

E. If the City directly, but not through its Contractor, wishes to perform its portion of the respective Work on the City's existing road right of way on or over Railroad operating property, it may do so through its employees without being required to execute the Railroad's then current Contractor's Right of Entry Agreement described in Section 2G below (the "Right of Entry Agreement"), but in any event the City shall nonetheless be required to obtain the flagging protection described in the Right of Entry Agreement for any activity it conducts within twenty-five (25) feet from the center of the Railroad's nearest track; to comply with Sections 2D, 2I and 2J; and to comply with any other rules and requirements of the Railroad referred to more specifically herein or in exhibits or attachments hereto, including all applicable then-current Railroad standards and requirements. Flagging will not be required, however, when the City under this Section 2E performs routine maintenance behind the crossing arms.

F. For purposes of this Agreement, the term "Contractor" shall mean the contractor or contractors hired by the City to perform any work on any portion of the Railroad's operating property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority. For purposes of clarity, the term "Railroad's operating property" or variations thereof as used in this section and throughout this Agreement shall mean the property within twenty-five (25) feet from the center of the Railroad's nearest track where Railroad conducts common carrier freight rail operations and activities related thereto at each WHS Location, regardless of whether such area is within or outside the City's right of way.

G. Prior to Contractor's performing any work on the Railroad's operating property, the City shall cause its Contractor to:

1. Execute the Railroad's then-current Right of Entry Agreement; the Railroad's current form of Right of Entry Agreement is marked **Exhibit C**, and is attached hereto and hereby made a part hereof; and
2. Obtain the then-current insurance required in the Right of Entry Agreement.

H. Under no circumstances will a Contractor be allowed on the Railroad's property without first satisfying the requirements set forth in Section 2G above.

I. Prior to initiating any Work to remedy an urgent public safety concern under this Agreement, the City shall notify the Railroad's Risk Management Control Center at 1-888-877-7267.

J. The City shall ensure that persons performing any Work by, for, or on behalf of the City on Railroad operating property (whether within or outside the City's existing road right of way) shall undergo and complete the training required by the Railroad, which the Railroad will identify to the City, and by the FRA, including, without limitation, that for roadway worker protection set out at "[contractororientation.com](http://contractororientation.com)," or other approved training.

K. Costs and expenses associated with or resulting from any relocation of the WHS, including, without limitation, any such relocation work that results from track alignment changes, new track construction, signal upgrades, or from any work implemented in the discretion of the Railroad, or resulting from the Railroad's business needs or the requirements of an administrative agency, shall be the responsibility of the party initiating the relocation of the WHS as more specifically set forth in Section 1B above. Prior notification of such relocation or other work shall be given and any required approvals shall be obtained pursuant to the terms of this Agreement.

L. The City shall prevent any interference (whether by induction, leakage of electricity, or otherwise) by or of the WHS with the operation or function of the Railroad's signals, communication lines, or any other installation or facility. If the WHS causes interference, the Railroad, in its sole discretion, may require the City, at the City's expense, to immediately take such remedial action as may be necessary to eliminate such interference.

M. The City shall maintain all vegetation at or near the WHS site to ensure vegetation does not interfere with the performance or visibility of the WHS.

N. The City shall protect underground systems in connection with its Work, the Project, and the WHS, in accordance with Section 3 below, and shall require its Contractors to agree to do so as well.

**Section 3. PROTECTION OF SUBSURFACE FACILITIES ON RAILROAD PROPERTY.**

A. Cables, lines, wires, circuits, conduit, pipes and other facilities (collectively, the "Facilities") may be buried on and under Railroad operating property, including without limitation, its rights of way, as part of, or associated with, various systems and facilities, including without limitation, fiber optic systems, railroad traffic control-related systems (*e.g.*, wayside horn, switching and signal control systems) and utility systems and facilities (*e.g.*, electrical lines, natural gas and water main pipelines and distribution/supply lines, and sewer pipes and lines). Protection of the Facilities is of extreme importance since any break in or damage to the Facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses and/or create safety risks to the public. Accordingly, the City shall, and shall cause its Contractor to, (i) comply with all one-call and other requirements of the law of the state where the Work is to be performed, (ii) exercise due diligence in determining if Facilities are present in the area that is to be used or occupied by, or that will be accessible to, the City (or its Contractor) in connection with the Work, including, without limitation, by telephoning the Railroad at 1-800-336-9193 (between 6:30 a.m. and 8:00 p.m. Central Time) to determine if Facilities comprising fiber optic systems are buried anywhere at such location(s), (iii) contact the Railroad and any party who is determined to be the owner of any such Facilities to make suitable arrangements for the relocation

or other protection of the Facilities and (iv) refrain from commencing Work on the Railroad's operating property in the vicinity of any Facilities unless and until such relocation or other protection has been completed. The City acknowledges and agrees that the Railroad will not be responsible for the cost to relocate or otherwise protect the Facilities.

B. In addition to any other indemnity provisions in this Agreement, to the extent not prohibited by law and without waiving any immunity from liability or any limitation of liability and without waiving any notice required by statute, (i) the City shall defend, indemnify and hold the Railroad harmless from and against all costs, liability, loss and expense whatsoever (including without limitation, consequential damages, attorneys' fees, court costs, and expenses) arising out of any act or omission of the City, its agents, Contractor and/or employees in connection with the Work, relating in any way to the Facilities, to the extent any such act or omission causes or contributes to: (a) any disruption of service to users or damages attributable to such service interruption, such as loss of revenues or profits, (b) any damage to or destruction of any Facilities, (c) any injury or damage to property or injury to or death of any persons, (d) any economic loss by an owner or user of the Facilities, (e) any other damage or liability whatsoever or (f) the assertion or filing of any claim, cause of action or judgment whatsoever relating to such matters. If this Section 3B should be declared void or unenforceable by a court of competent jurisdiction, it shall be stricken, but the fact that it has been so struck shall not affect the enforceability of Section 3A.

#### **Section 4. RAILROAD'S WORK.**

A. The Railroad, at the City's expense, shall provide the interconnect from the crossing signal control systems in the Railroad's signal cabin to activate the WHS at each WHS Location, and all work associated therewith, including without limitation, preliminary design, engineering and cost estimates relative to the interconnect. If modified, changed, or additional Railroad signal activation circuitry is required at a crossing to properly activate the WHS and the signalization at such crossing, in accordance with 49 CFR Part 222, the Railroad will install such circuitry, at the sole cost and expense of the party who initiated the project requiring the modification or change to the WHS components in accordance with the provisions of Section 1B.

B. The Railroad will install, own, maintain and repair, at the City's expense, all components within the Railroad's signal crossing cabin necessary for the interconnection, including, without limitation, relays, wiring and terminal connections. The Railroad will not install, own, maintain or repair the interconnect cable provided by the City.

C. The Railroad shall have absolutely no obligation, nor any right whatsoever, to install, provide circuitry to, test or maintain any of the WHS components other than the interconnect.

D. The Railroad has no duty to maintain the WHS or to monitor its function, safety or state of repair.

E. In no event shall the Railroad be responsible for monitoring the City's duties or obligations under FRA or other rules or regulations applicable to the WHS, or under this Agreement.

**Section 5. PAYMENTS TO THE RAILROAD.**

A. Within sixty (60) days after the Effective Date, the City shall advance to Railroad a total of Three Hundred Eleven Thousand Five Hundred Forty-Four and No/100 Dollars (\$311,544.00) (the "Estimate"), which Estimate is equal to the sum of the amounts described in the Railroad's Material and Force Account Estimate dated November 25, 2019, included on **Exhibit D**, attached hereto and hereby made a part hereof. The City shall be responsible for any and all costs and expenses incurred by the Railroad in connection with the Project, including, without limitation, all of Railroad's overhead and indirect construction costs in the Railroad's standard additive rates, without regard to whether such amounts exceed the Estimate.

B. The City acknowledges that the Estimate may not include a complete estimate of flagging or other protective service costs that may be provided by the Railroad in connection with the Project. All such flagging or other protective services shall be at the City's expense, and the Railroad shall invoice the City separately for these services.

C. If at any time during the Project Railroad determines that the actual cost of the Work to be performed by the Railroad will likely exceed the total amount set forth in the Estimate, the Railroad may request additional funds for the projected or actual additional costs in connection with such work and shall provide the City with supporting information in connection with such request. Within sixty (60) days after receipt of a request for any additional funds, the City shall notify the Railroad in writing whether it agrees to pay the additional amounts. If the City agrees to pay such amounts, then the writing evidencing such agreement shall become part of this Agreement.

D. If the City fails to pay the total amount set forth in the Estimate within the timeframe set forth herein, or if the City does not agree to advance additional funds or fails to timely notify the Railroad of its decision regarding its obligation to advance additional funds in connection with the Railroad's portion of the Work, then such failure to timely pay or agree to pay the amounts associated with the Railroad's portion of the Work as required hereunder shall be deemed a material breach under Section 8C below.

E. If the Railroad has overestimated the cost of the portion of the Work to be performed by the Railroad, and the actual cost for the Railroad's portion of the Work is less than the total amount paid to the Railroad by the City under the Estimate, then the Railroad shall, within sixty (60) days after completion of the Project, refund to the City an amount equal to difference between the amount paid by the City pursuant to the Estimate and the actual cost for the Railroad's portion of the Work.

F. Each year during the term of this Agreement, the City agrees to pay Railroad an annual maintenance fee of Three Hundred Forty and No/100 Dollars (\$340.00) per WHS Location to cover the Railroad's cost of inspecting and testing the WHS interconnect equipment located within the Railroad's signal cabin contemplated by this Agreement. The Railroad will invoice the



City for such fee. Not more frequently than once every two years, the Railroad shall provide evidence to the City of the Railroad's then-current cost of inspection and testing the WHS interconnect component, and the Railroad may modify the annual payment to reflect the Railroad's then-current cost of inspecting and testing the WHS interconnect components as set forth in this section. If it becomes necessary to repair or replace any of the WHS interconnect equipment within the Railroad's signal cabin or perform any other work in connection therewith at any WHS Location, the Railroad will separately invoice the City for such cost.

G. All payments to be made by the City to the Railroad under this Agreement, other than any payment to be made pursuant to Sections 5B and 5C above, shall be made within forty-five (45) days after the City's receipt of the Railroad's invoices to the City. Interest on any overdue amounts shall be as provided in Section 2251.025(b), Tex. Gov. Code.

H. The Railroad, for the period of three (3) years after completion of the Work to be performed by the Railroad hereunder, will maintain all books, papers, accounting records and other documentation relating to costs incurred under this Agreement and will make such materials available to the City or its duly authorized representatives for review and inspection in a manner and at a location agreed to by the parties, on reasonable prior notice and during regular business hours.

**Section 6. SOUNDING OF LOCOMOTIVE HORNS.**

The Railroad's rights and duties regarding the sounding of the locomotive horns at each WHS Location shall be as set out in 49 CFR Part 222, and by other applicable law. Nothing contained in this Agreement shall be construed to alter such rights and duties.

**Section 7. LIABILITY, INSURANCE, AND INDEMNITY.**

A. The City and the Railroad agree to cooperate, as necessary, in defense of any claim, demand, investigation or litigation arising out of or related to this Agreement, the Work, the Project, or the WHS.

B. The term "Losses" shall include all damages, costs, expenses, attorneys' fees, other fees, or liabilities of any nature whatsoever, in any way related to or arising out of, any actual or alleged violation of law, order, or regulation; damage to any property, the environment or to natural resources; bodily injury or death of any person; or the breach of any contract.

C. During the term of this Agreement, whenever any Work is being conducted, the City shall obtain the insurance coverage described in **Exhibit E**, attached hereto and hereby made a part hereof, from a reputable insurance company acceptable to the Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, authorized to do business in the State of Texas. The City shall be responsible for budgeting sufficient funds to pay the insurance premiums for the required insurance while this Agreement is in effect. Not more frequently than once every two (2) years during the term of this Agreement, the Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

**D. INDEMNITY OBLIGATIONS OF THE CITY.**

(i) TO THE EXTENT PERMITTED BY LAW, WITHOUT WAIVING ANY IMMUNITY FROM LIABILITY OR LIMITATION OF LIABILITY AND WITHOUT WAIVING ANY NOTICE REQUIRED BY LAW, AND SUBJECT TO SECTION 7D(ii) BELOW, THE CITY SHALL FULLY INDEMNIFY AND HOLD THE RAILROAD HARMLESS, AND DEFEND THE RAILROAD AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, AND LOSSES ARISING FROM THE CITY'S ACTS OR OMISSIONS OR FAULT RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE WORK, THE PROJECT, OR THE WHS.

(ii) NOTHING CONTAINED IN THIS SECTION OR ANY OTHER PART OF THIS AGREEMENT SHALL BE CONSTRUED TO CONSTITUTE AN AGREEMENT OR OBLIGATION OF THE CITY TO INDEMNIFY THE RAILROAD AGAINST LIABILITY OR LOSSES TO THE EXTENT ARISING FROM THE RAILROAD'S OWN ACTS OR OMISSIONS OR FAULT.

E. If the Railroad notifies the City of a claim for indemnification, the City shall respond in writing within thirty (30) days after notification by the Railroad, unequivocally accepting the Railroad's demand and undertaking to indemnify the Railroad as required by this Agreement, or, if City rejects the demand, the City shall state specifically the grounds for rejection.

F. The City agrees that the insurance procured and maintained under this Agreement, which will apply to the City's indemnity obligations under this Agreement, is intended to be used by the City to satisfy the City's indemnity obligations hereunder and to protect the City from loss.

**Section 8. TERM OF AGREEMENT AND TERMINATION.**

This Agreement shall be in full force and effect until terminated pursuant to this Section 8 or until it otherwise is terminated in accordance with law.

A. This Agreement immediately and automatically shall terminate on the date of the occurrence of any of the following:

1. The FRA rescinds or materially amends the regulations pertaining to wayside horns, currently promulgated at 49 CFR Part 222 which prohibits or imposes significant restrictions on the use of the WHS.
2. The FRA issues an order or regulation which prohibits or imposes significant restrictions on the use of the WHS or the FRA issues any ruling which requires the use of locomotive horns at a crossing where a WHS is located.
3. The City fails to appropriate funds required by this Agreement, pursuant to Section 9.

B. This Agreement immediately and automatically shall terminate if the City is in material breach of any term or obligation of Sections 7C or 7D of this Agreement or **Exhibit E** to this Agreement, the Railroad notifies the City of the breach, and the City fails to fully cure such breach within thirty (30) days after notice is received. If such breach is not timely cured in accordance herewith, such termination shall be effective at 12:01 a.m. of the 31<sup>st</sup> day after receipt of the notice. A "material breach" under this Section 8B exists, without limitation, if the following occurs:

1. The City fails or refuses to comply with the insurance provisions set forth in Section 7C, or the City otherwise is in breach of any provision of Section 7C or **Exhibit E**, or is in breach of any obligation the City owes under the policies of insurance required hereunder.
2. The City fails or without legal justification refuses to undertake the defense of or to indemnify the Railroad upon written demand by the Railroad or to fully defend and indemnify the Railroad, as required under Section 7D.

C. This Agreement immediately and automatically shall terminate if: (i) the City is in material breach of any express or implied term or obligation of this Agreement other than those described in Section 8B above; (ii) the Railroad notifies the City of the breach; and (iii) the City fails to fully cure such breach within sixty (60) days after notice is received. If such breach is not timely cured in accordance herewith, the termination shall be effective at 12:01 a.m. of the 61<sup>st</sup> day after receipt of the notice. A "material breach" under this Section 8C exists, without limitation, if the following occurs:

1. The City fails or refuses to comply with FRA regulations, including, but not limited to, 49 CFR Part 222 or any amendments thereto.
2. The City fails or refuses to pay: (i) the amount set forth in the Estimate or to advance any additional amounts requested in accordance with Section 5C; (ii) the annual signal maintenance fee set forth in Section 5; or (iii) any other fees, charges or payments due the Railroad under this Agreement.
3. The City fails or refuses to comply with the terms or conditions of Section 2 or Section 3.

D. This Agreement immediately and automatically shall terminate if: (i) the Railroad is in breach of any express or implied term or obligation of this Agreement; (ii) the City notifies the Railroad of the breach; and (iii) the Railroad fails to fully cure such breach within sixty (60) days after notice is given. If such breach is not timely cured in accordance herewith, the termination shall be effective at 12:01 a.m. of the 61<sup>st</sup> day after receipt of the notice.

E. Upon termination, the City shall promptly deactivate the WHS and the Railroad shall instruct its engineers to resume sounding the locomotive horns at the crossings in accordance with the Railroad's operating rules. If the reason for termination is associated with an FRA ruling, the City may retain the deactivated WHS and its components in place for a period not to exceed

two (2) years after the date of such FRA ruling, pending efforts by the City to obtain regulatory approval from the FRA. If the City fails to obtain such regulatory approval or reversal of a FRA decision within said period, the City, at its sole cost and expense, shall promptly remove the WHS and its components from the applicable WHS Location.

F. Termination of this Agreement shall not excuse the City from fully complying with all obligations and satisfying all liabilities and making all payments that have accrued prior to the termination date.

**Section 9. EFFECT OF LAPSE OF CITY'S FISCAL YEAR.**

If the City's governing body does not on or before the end of each fiscal year appropriate funds by approving a budget for the next succeeding fiscal year for the payment of insurance premiums required under this Agreement, if any, and of all Railroad invoices that have been submitted but that become due the next succeeding fiscal year, this Agreement immediately and automatically shall terminate at 12:00 midnight on the end of the current fiscal year. However, all obligations of the City that accrued prior to termination for this reason shall continue to be due and payable and the City shall not be relieved of its obligations with respect thereto. All obligations of the Railroad with respect to this Agreement shall terminate effective as of the date of termination under this Section 9.

**Section 10. BINDING EFFECT.**

The covenants hereof shall inure to and bind each party's successors and assigns, provided that, no right of the City shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to the Railroad.

**Section 11. EVIDENCE OF AUTHORITY.**

The City, when returning this executed Agreement to the Railroad, shall cause it to be accompanied by such order, resolution or ordinance of the governing body of the City, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this Agreement on behalf of the City.

**Section 12. ENTIRE AGREEMENT, RULES OF CONSTRUCTION, AND SEVERABILITY.**

This Agreement shall be construed without regard to who drafted or initiated the drafting of all or any provisions of this Agreement. Each of the parties is sophisticated in the matters at issue here, and each relies on its own expertise and its own officers', managers' and attorneys' advice. Neither relies on any representations by the other party or on the other party's expertise or advice in entering into this Agreement. This Agreement includes all exhibits hereto, and is the entire agreement between the parties. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both parties. In the event any portion of this Agreement is deemed void or unenforceable, this will not void or render unenforceable any other provision hereof, and the voided or unenforceable

portion shall be deemed severed from the rest of this Agreement and the remaining Agreement shall continue to be enforceable.

**Section 13. NOTICES.**

Any notice due hereunder, and each communication concerning matters within the scope of this Agreement, shall be made in writing and shall be (A) personally delivered; (B) delivered by a reputable overnight courier; or (C) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earliest of (i) actual receipt if delivered by personal delivery; or (ii) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (iii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Such notices and communications shall be addressed to the following persons, at the following addresses, or at such other address as the parties may from time to time direct in writing:

Railroad: Union Pacific Railroad Company  
ATTN: Dan Peters, Manager II – Real Estate Public Projects  
1400 Douglas Street, Mail Stop 1690  
Omaha, Nebraska 68179-0910  
Folder No.: \_\_\_\_\_

City: City of Richmond  
ATTN: Howard Christian  
600 Morton Street  
Richmond, Texas 77469

*With a copy to:* City of Richmond  
ATTN: City Manager  
402 Morton Street  
Richmond, Texas 77469

**Section 14. GOVERNING LAW; VENUE.**

This Agreement is governed by the law of the State of Texas, not including conflict of law provisions, and a lawsuit under this Agreement may only be brought in a Court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas. Nothing contained in this Section 14 or otherwise set forth in this Agreement is meant to be or shall be interpreted to be a waiver of the principles of legal preemption or preclusion that may apply to the Railroad because of its status as a freight rail common carrier regulated by the federal government of the United States of America.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**UNION PACIFIC RAILROAD COMPANY, a Delaware corporation**

DocuSigned by:  
By: Douglas G. Woods  
Printed Name: Douglas G. Woods  
Title: Manager I, Industry & Public Projects

**CITY OF RICHMOND, a Texas home rule municipality**

By: Evalyn W. Moore  
Evalyn W. Moore, Mayor

ATTEST:  
By:   
Laura Scarlato, City Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF RICHMOND**, a Texas home rule municipality

By: Evalyn W. Moore  
Evalyn W. Moore, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura Scarlato, City Secretary

**EXHIBIT A-1  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Second Street Location Print

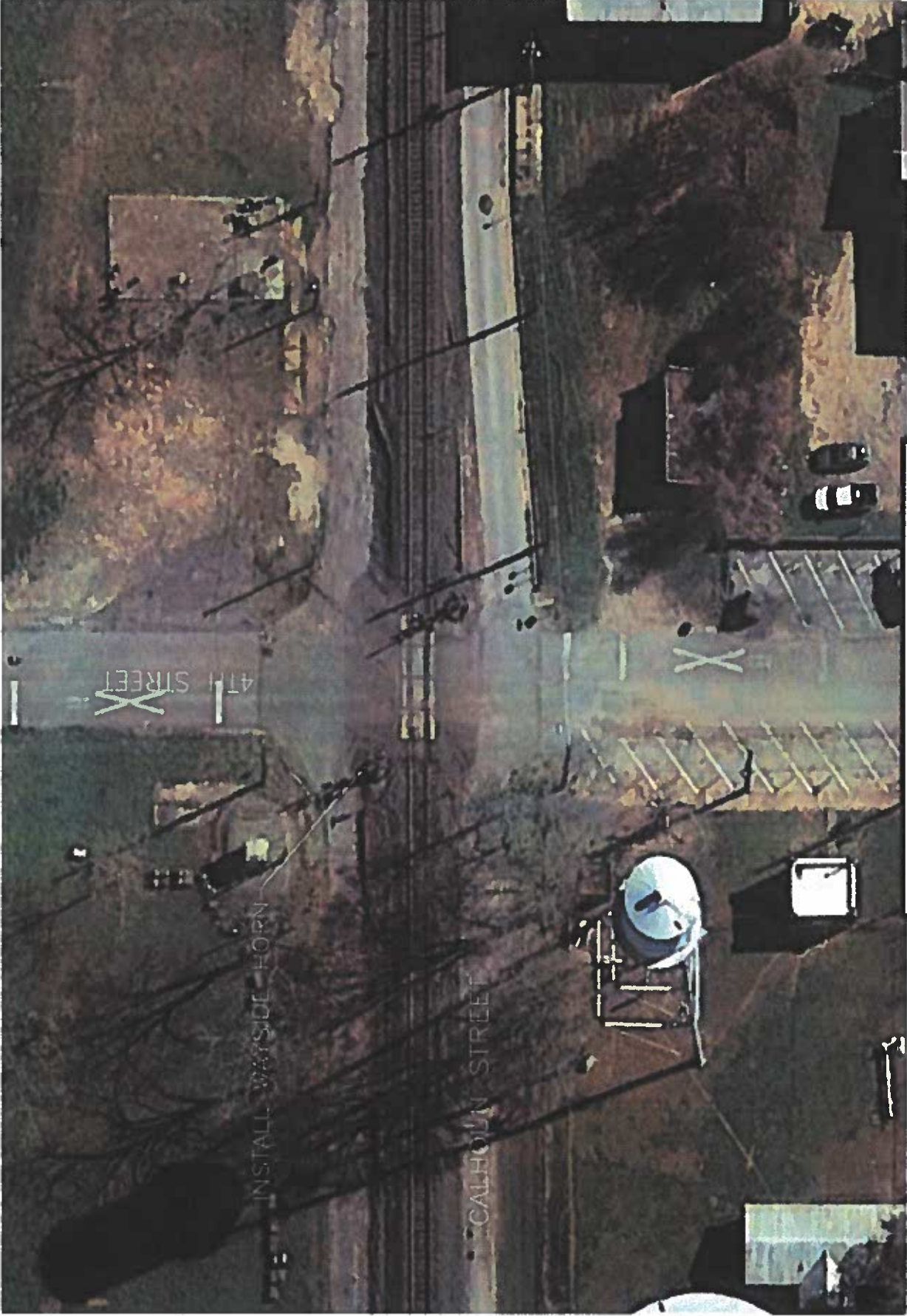




2nd Street - DOT# 743719B  
MP 32.66

**EXHIBIT A-2  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

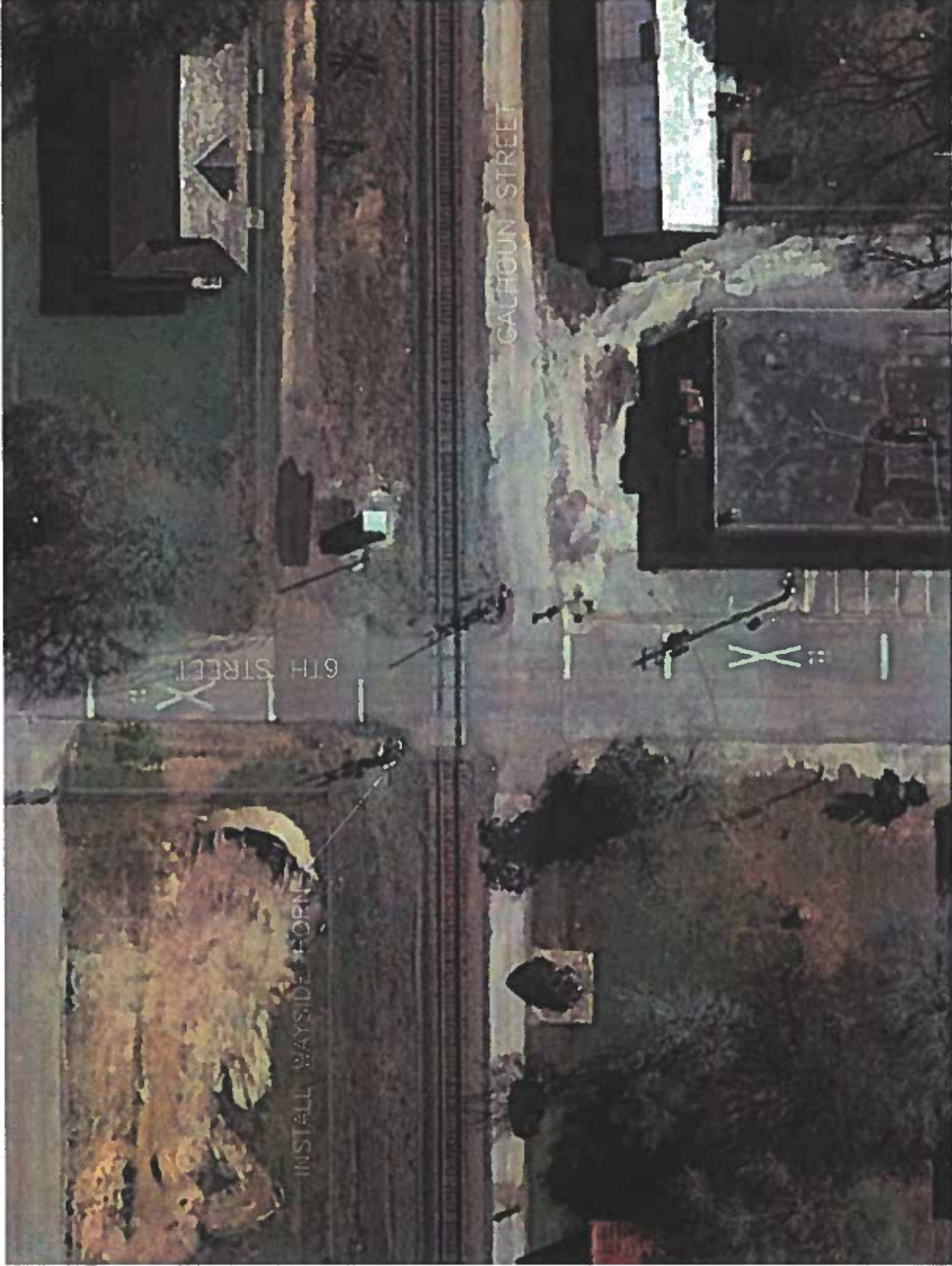
Fourth Street Location Print



4th Street - DOT# 743720V  
MP 32.73

**EXHIBIT A-3  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

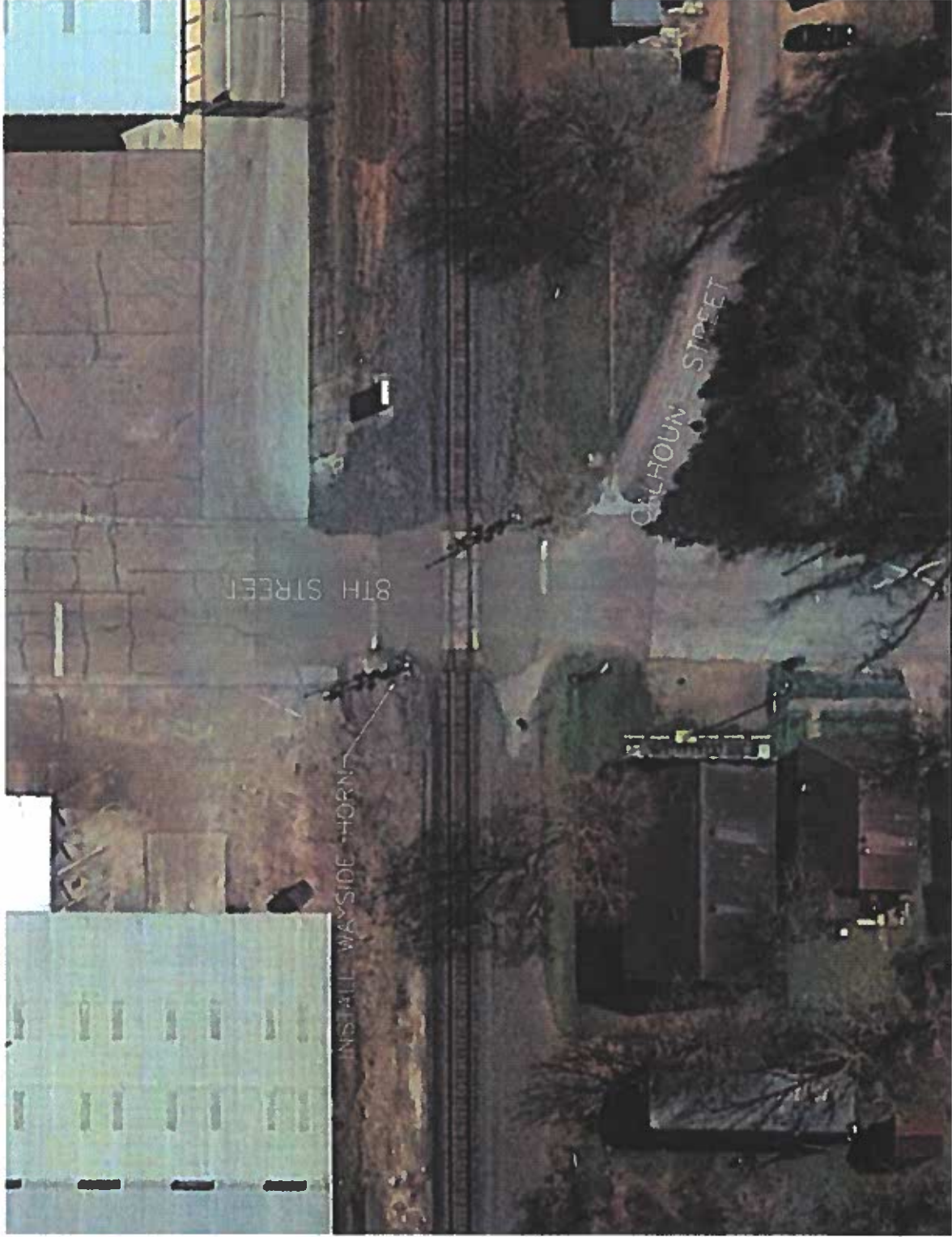
Sixth Street Location Print



6th Street - DOT# 743722J  
MP 32.85

**EXHIBIT A-4  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Eighth Street Location Print



8th Street - DOT# 743723R  
MP 32.96

**EXHIBIT A-5  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Tenth Street Location Print





10th Street - DOT# 743724X  
MP 33.05

**EXHIBIT A-6  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Douglas Street Location Print

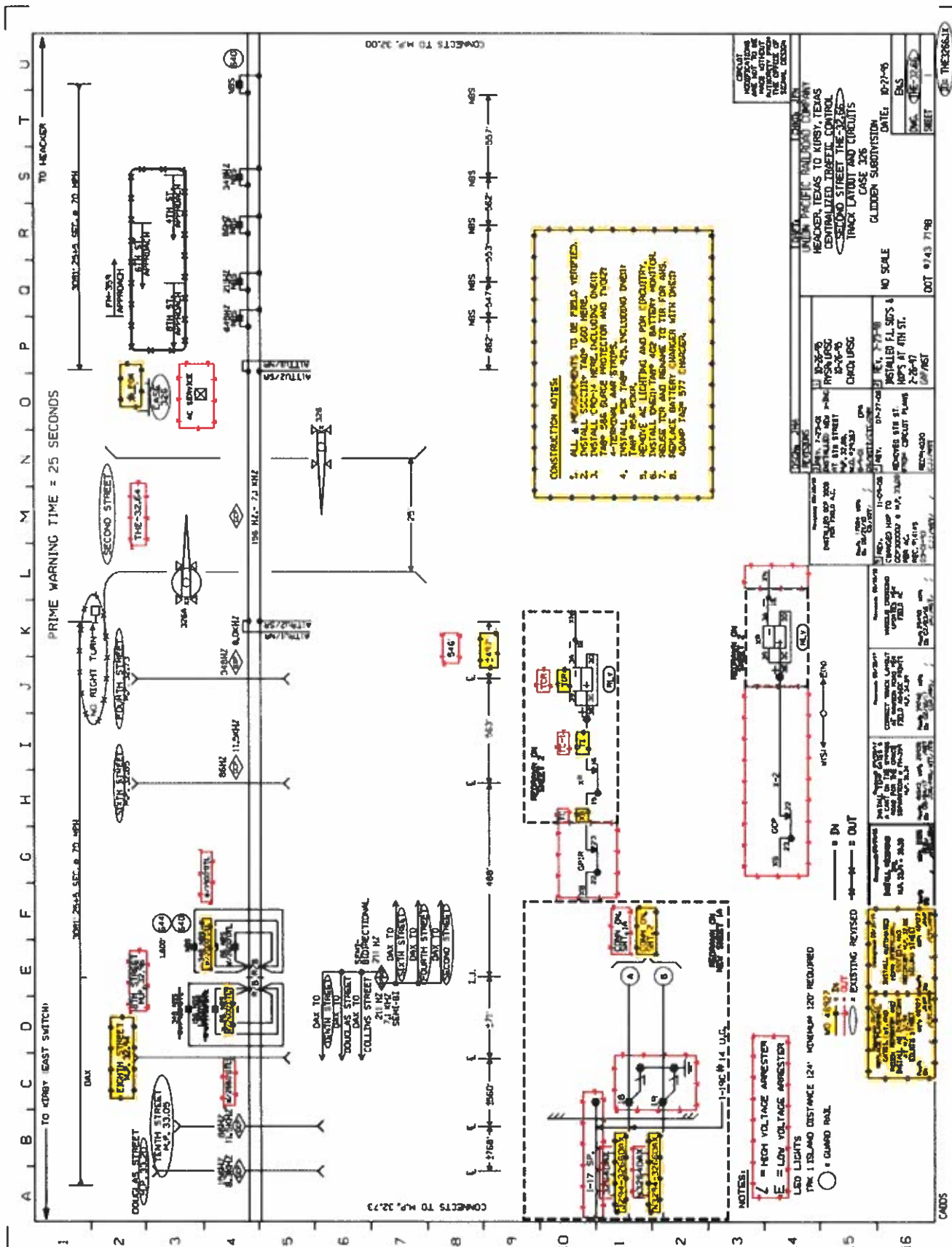


Douglas Street – DOT# 743725E  
MP 33.2

**EXHIBIT B-1  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Second Street Signal Front Sheet

(see attached)



PRIME WARNING TIME = 25 SECONDS

**CONSTRUCTION NOTES:**

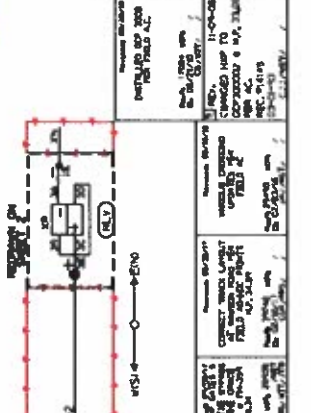
1. ALL MEASUREMENTS TO BE FIELD VERIFIED.
2. INSTALL SECURITY TAP #60 HERE.
3. TEMPORARY LIGHTING TO BE PROVIDED AT ALL STREETS.
4. TEMPORARY SIGNAGE TO BE PROVIDED AT ALL STREETS.
5. REMOVE AC LIGHTING AND FOR LIGHTING.
6. REMOVE ALL LIGHTING AND FOR LIGHTING.
7. REMOVE ALL LIGHTING AND FOR LIGHTING.
8. REMOVE ALL LIGHTING AND FOR LIGHTING.

**NOTES:**

- H = HIGH VOLTAGE ARRESTER
- E = LOW VOLTAGE ARRESTER
- LED LIGHTS
- 1 PK. 1 ISLAND DISTANCE 124' NOMINUM 120' REQUIRED
- 1 - GROUND RAIL

**CONSTRUCTION NOTES:**

1. ALL MEASUREMENTS TO BE FIELD VERIFIED.
2. INSTALL SECURITY TAP #60 HERE.
3. TEMPORARY LIGHTING TO BE PROVIDED AT ALL STREETS.
4. TEMPORARY SIGNAGE TO BE PROVIDED AT ALL STREETS.
5. REMOVE AC LIGHTING AND FOR LIGHTING.
6. REMOVE ALL LIGHTING AND FOR LIGHTING.
7. REMOVE ALL LIGHTING AND FOR LIGHTING.
8. REMOVE ALL LIGHTING AND FOR LIGHTING.



**NOTES:**

- H = HIGH VOLTAGE ARRESTER
- E = LOW VOLTAGE ARRESTER
- LED LIGHTS
- 1 PK. 1 ISLAND DISTANCE 124' NOMINUM 120' REQUIRED
- 1 - GROUND RAIL

**CONSTRUCTION NOTES:**

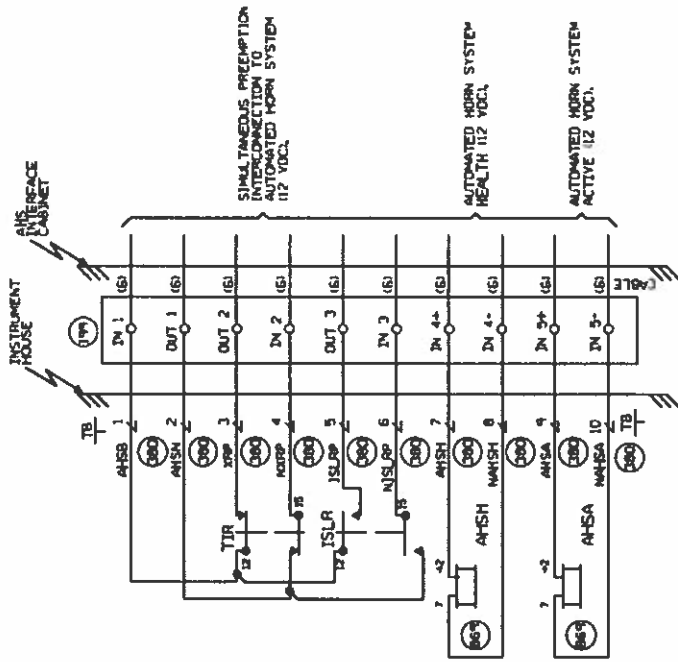
1. ALL MEASUREMENTS TO BE FIELD VERIFIED.
2. INSTALL SECURITY TAP #60 HERE.
3. TEMPORARY LIGHTING TO BE PROVIDED AT ALL STREETS.
4. TEMPORARY SIGNAGE TO BE PROVIDED AT ALL STREETS.
5. REMOVE AC LIGHTING AND FOR LIGHTING.
6. REMOVE ALL LIGHTING AND FOR LIGHTING.
7. REMOVE ALL LIGHTING AND FOR LIGHTING.
8. REMOVE ALL LIGHTING AND FOR LIGHTING.

**NOTES:**

- H = HIGH VOLTAGE ARRESTER
- E = LOW VOLTAGE ARRESTER
- LED LIGHTS
- 1 PK. 1 ISLAND DISTANCE 124' NOMINUM 120' REQUIRED
- 1 - GROUND RAIL

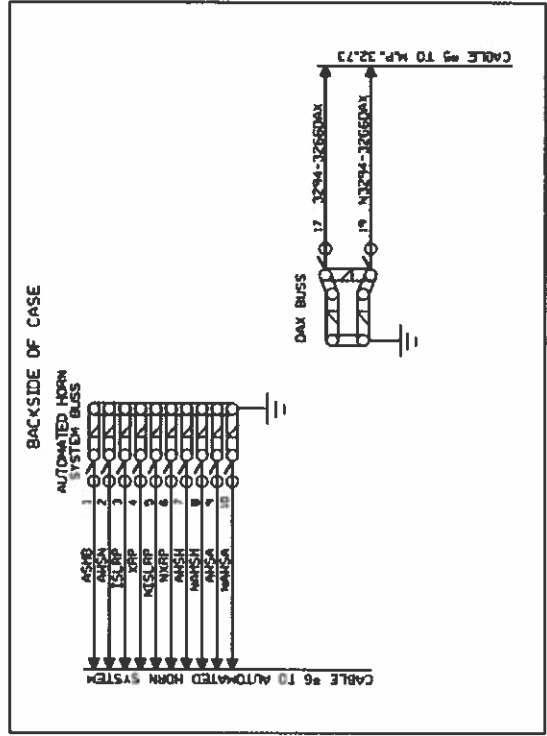
DATE: 10-27-95  
DRAWN BY: JMS  
CHECKED BY: JMS  
APPROVED BY: JMS

UNION PACIFIC RAILROAD COMPANY  
HEACOCK, TEXAS TO KIRBY, TEXAS  
CENTRALIZED TRAFFIC CONTROL  
SECOND STREET THE-3236  
TRACK LAYOUT AND CIRCUITS  
CASE 226  
GLIDDEN SUBDIVISION  
NO SCALE  
DOT #143 7198



**CONSTRUCTION NOTES**

1. REPLACE ARRESTORS AND INSTALL EQUALIZERS ON DATA CABLES.



**NOTES:**

ALL WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #10 AWG FLEX OR LARGER.

**CABLE TABULATION**

CABLE NO. 5, 100MVA U.S.B.T. HOUSE TO M.P. 32.73  
 CABLE NO. 6 U.S.B.T. HOUSE TO AUTOMATED HORN SYSTEM

GROUP	DESCRIPTION	IN	OUT
U.S. LAST LEVEL CIRCLED			
LAST LEVEL NOT THIS TYPICAL			
LAST LEVEL BY REDOOR			
(CHANGED FROM TYPICAL)			
(CHANGED FROM TYPICAL)			
(CHANGED FROM TYPICAL)			

**NEW SHEET**

Union Pacific Railroad	Sheet No.
Richmond, Texas	207
Second Street	MP. 32.65
Clidden Subdivision	Ed. 11-12-26-64-AS

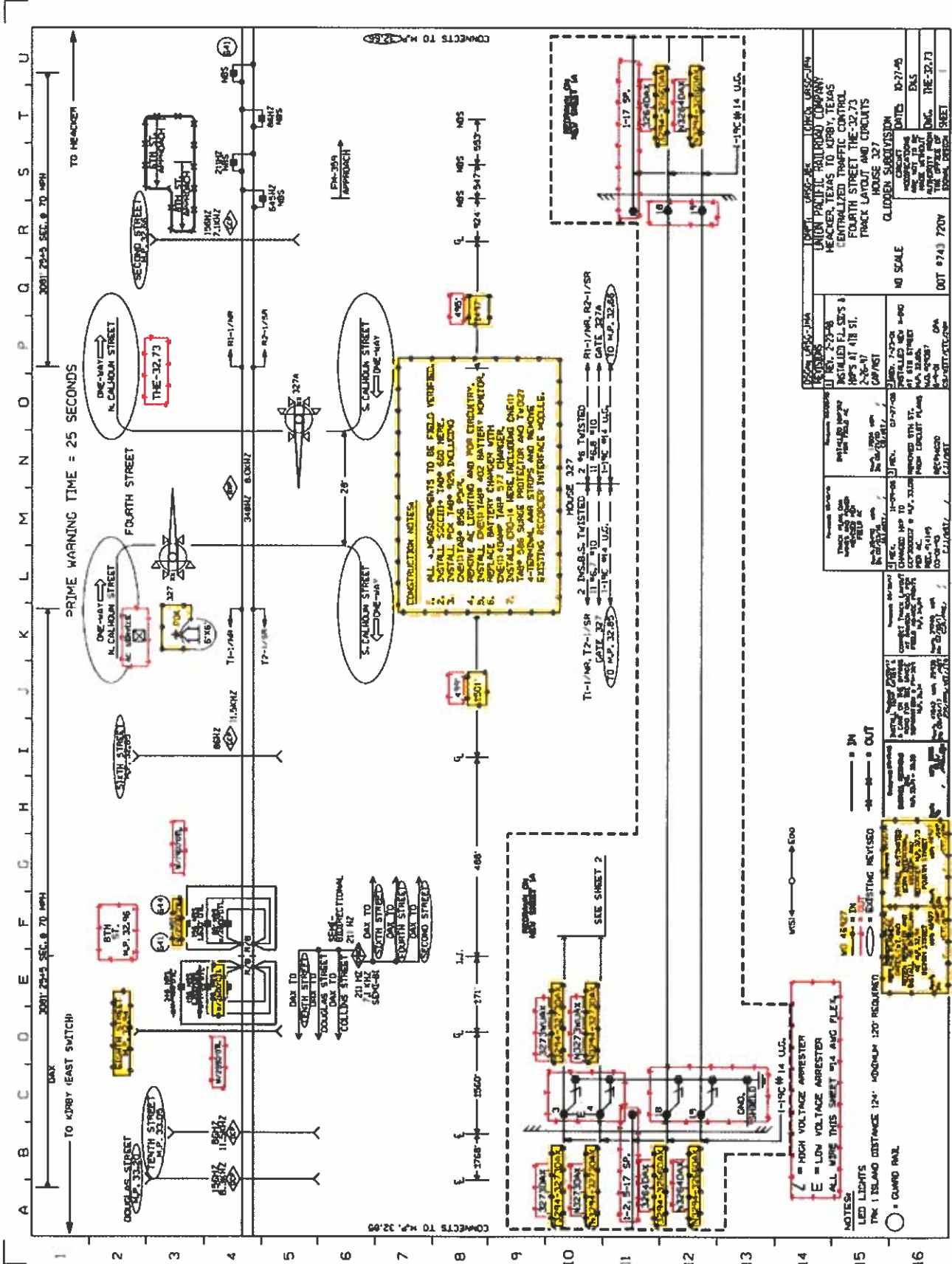
Design	002776
Checked	CJC
Drawn	SLP
Approved	48927

GROUP	DESCRIPTION
U.S. LAST LEVEL CIRCLED	
LAST LEVEL NOT THIS TYPICAL	
LAST LEVEL BY REDOOR	
(CHANGED FROM TYPICAL)	
(CHANGED FROM TYPICAL)	
(CHANGED FROM TYPICAL)	

**EXHIBIT B-2  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Fourth Street Signal Front Sheet

(see attached)



**CONSTRUCTION NOTES**

1. ALL MEASUREMENTS TO BE FIELD VERIFIED.
2. INSTALL SECOND-TAP TAP 600 WIRE.
3. INSTALL TAP 1000 WIRE INCLUDING CONDUIT AND BATTERY MONITOR.
4. CONDUIT TO BE INSTALLED AND BATTERY MONITOR.
5. REPLACE BATTERY CHARGER WITH ENERTRONIC TAP 577 CHARGER.
6. INSTALL 600-14 WIRE INCLUDING ONCE TAP 500 SOURCE PROTECTOR AND TAP 500 SOURCE PROTECTOR INTERFACE MODULE.
7. EXISTING RECORDS INTERFERE MODULE.

HOUSE 327  
 T1-1/MA, T2-1/1SR → 2 96 TWISTED  
 GATE 327 → 1 1/2" #10 U.G.  
 T1-1/MA, R2-1/1SR → R1-1/MA, R2-1/1SR  
 GATE 327A → 1 1/2" #10 U.G.  
 TO M.P. 32.68

<p>PROJECT: LUNION PACIFIC RAILROAD COMPANY          HECKER, TEXAS TO KURBY, TEXAS          CENTRALIZED TRAFFIC CONTROL          FOURTH STREET THE-32.73          TRACK LAYOUT AND CIRCUITS          HOUSE 327          CLUDEN SUBDIVISION</p>	<p>DATE: 10-27-46          DRAWN BY: ELS          CHECKED BY: THE-32.73          AUTHORITY: [Signature]</p>
<p>NO SCALE</p>	<p>OUT 9743 720Y</p>
<p>REVISIONS</p> <p>1. REVISION: [Description]</p> <p>2. REVISION: [Description]</p>	<p>DATE: 10-27-46</p> <p>BY: [Signature]</p>

TO KURBY (EAST SWITCH) 3001.28+5 SEC. 8. 70 MPH

TO HECKER 3001.28+5 SEC. 8. 70 MPH

PRIME WARNING TIME = 25 SECONDS

CONNECTS TO SHEET 32.95

CONNECTS TO SHEET 32.96

CONNECTS TO SHEET 32.73

CONNECTS TO SHEET 32.74

CONNECTS TO SHEET 32.75

CONNECTS TO SHEET 32.76

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CONNECTS TO SHEET 33.97

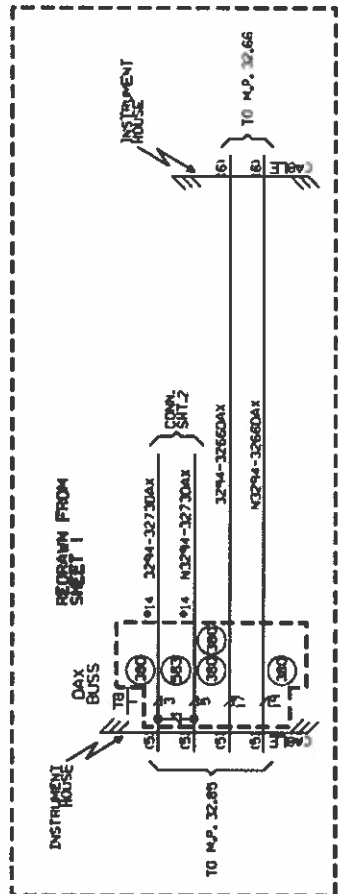
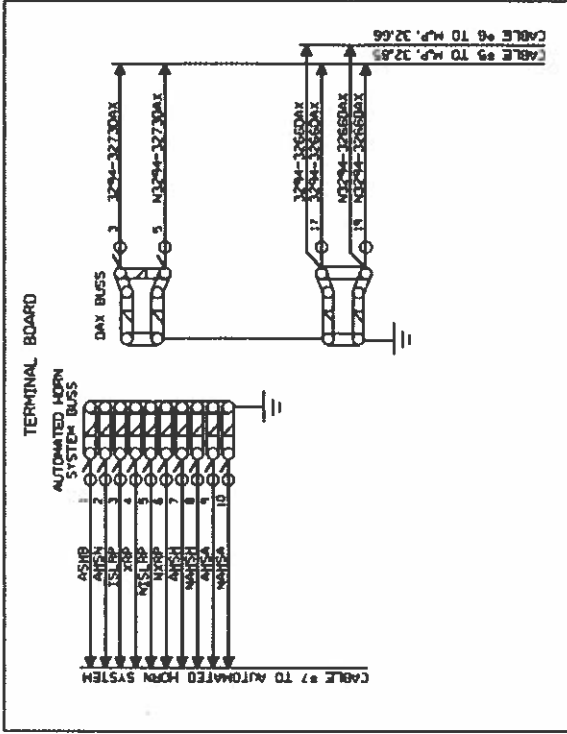
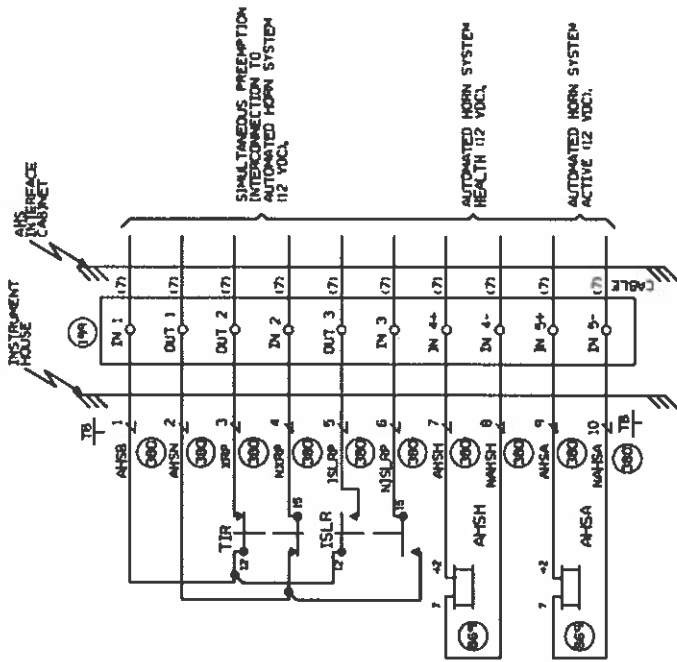
CONNECTS TO SHEET 33.98

CONNECTS TO SHEET 33.99

CONNECTS TO SHEET 34.00







**CONSTRUCTION NOTES.**  
 1. REPLACE ARRESTORS AND EQUALIZERS ON DAX CABLES.

**NOTES:**

ALL WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

**CABLE TABULATION**

CABLE NO. 5 (16x14 U.G.B.T.) HOUSE TO M.P. 32.85  
 CABLE NO. 6 (16x14 U.G.B.T.) HOUSE TO M.P. 32.66  
 CABLE NO. 7 (16x14 U.G.B.T.) HOUSE TO AUTOMATED HORN SYSTEM

INSTALL APPROVED	DATE	BY

LAST LEVEL CHECKED	DATE	BY

LAST LEVEL MODIFIED	DATE	BY

LAST LEVEL BY DESIGNER	DATE	BY

LAST LEVEL BY CONTRACTOR	DATE	BY

LAST LEVEL BY FIELD	DATE	BY

LAST LEVEL BY	DATE	BY

**NEW SHEET**

Drawn	Checked	Design	Scale

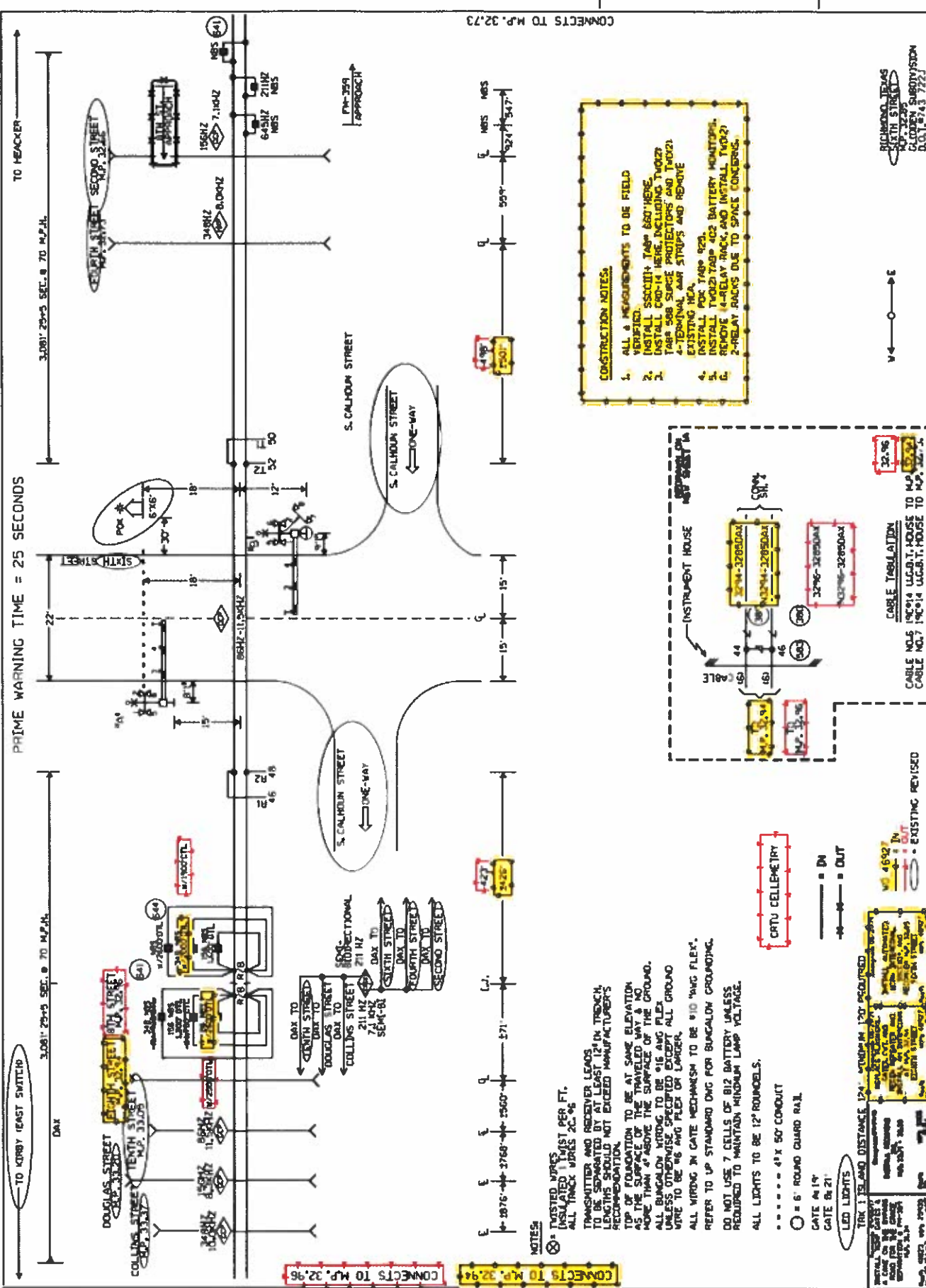
**UNION PACIFIC RAILROAD**  
 RICHMOND, TEXAS  
 FOURTH STREET  
 CLIDDEN SUBDIVISION

Sheet No. 14  
 Date 7/19/2008  
 Rev. 32/73  
 Rev. 11/23/27/08

**EXHIBIT B-3  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

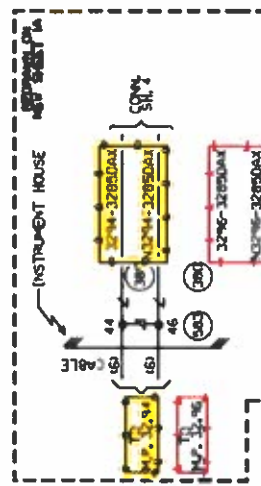
Sixth Street Signal Front Sheet

(see attached)



**CONSTRUCTION NOTES:**

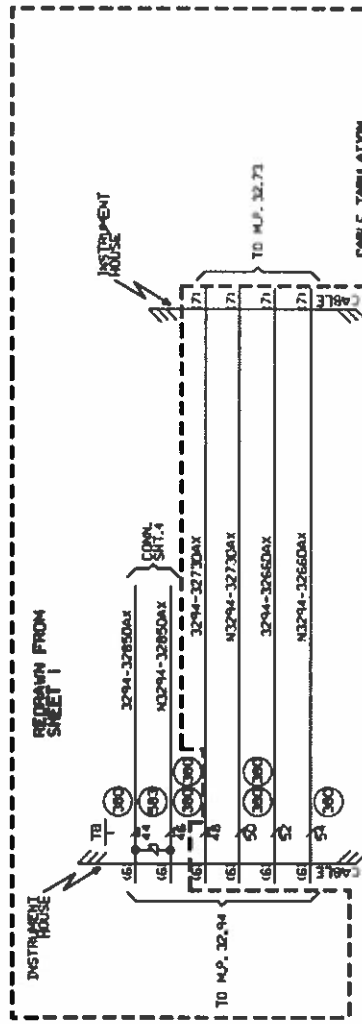
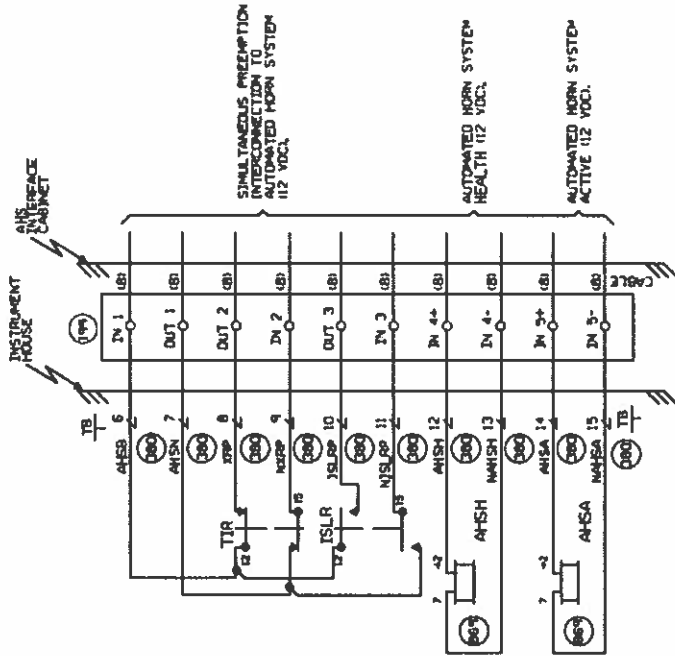
1. ALL REQUIREMENTS TO BE FIELD VERIFIED.
2. INSTALL SSCCIII+ TAP 680 HERE.
3. TAP 588 SUPRE PROTECTORS AND TAP02.
4. EXISTING INCA TAPS 829.
5. INSTALL POC2 TAP FOR BATTERY MONITOR.
6. REMOVE 4-RELAY RACK AND INSTALL TAP02?
7. 2-RELAY RACKS DUE TO SPACE CONCERNS.



**NOTES:**

- 1. TWISTED WIRES INSULATED 1/16" PER FT.
- 2. ALL TRUCK WIRES 2C 96.
- 3. TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH LENGTHS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.
- 4. TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- 5. ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.
- 6. ALL WIRING IN GATE MECHANISM TO BE #10 AWG FLEX.
- 7. REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- 8. DO NOT USE 7 CELLS OF 812 BATTERY UNLESS REQUIRED TO MAINTAIN MINIMUM LAMP VOLTAGE.
- 9. ALL LIGHTS TO BE 12" ROUND.
- 10. 4" x 50' CONDUIT
- 11. 6" ROUND GUARD RAIL
- 12. GATE #19
- 13. GATE #21
- 14. LED LIGHTS

TRK 1 ISLAND DISTANCE 124' MINIMUM 120' REQUIRED CONSTRUCTION NOTES: ALL TRUCK WIRES TO BE 2C 96. ALL WIRING IN GATE MECHANISM TO BE #10 AWG FLEX. REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING. DO NOT USE 7 CELLS OF 812 BATTERY UNLESS REQUIRED TO MAINTAIN MINIMUM LAMP VOLTAGE. ALL LIGHTS TO BE 12" ROUND. 4" x 50' CONDUIT. 6" ROUND GUARD RAIL. GATE #19. GATE #21. LED LIGHTS.		DATE: 7-3-99 SHEET: 1 DWG: 32.95 R.T.E. THE
UNIFORMITY OF CONSTRUCTION: ALL TRUCK WIRES TO BE 2C 96. ALL WIRING IN GATE MECHANISM TO BE #10 AWG FLEX. REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING. DO NOT USE 7 CELLS OF 812 BATTERY UNLESS REQUIRED TO MAINTAIN MINIMUM LAMP VOLTAGE. ALL LIGHTS TO BE 12" ROUND. 4" x 50' CONDUIT. 6" ROUND GUARD RAIL. GATE #19. GATE #21. LED LIGHTS.		RICHMOND, TEXAS NORTH STREET M.P. 32.73 GLODEN SUBDIVISION D.O.A. 8743 7223
GEN. LIT. CONDUIT WIRE CABLE INSULATION TYP.	CONDUIT WIRE CABLE INSULATION TYP.	DATE: 7-3-99 SHEET: 1 DWG: 32.95 R.T.E. THE
CONDUIT WIRE CABLE INSULATION TYP.	CONDUIT WIRE CABLE INSULATION TYP.	DATE: 7-3-99 SHEET: 1 DWG: 32.95 R.T.E. THE



**CONSTRUCTION NOTES**  
 1. FIELD TO VERIFY TERMINAL PLACEMENT OF PASS-THROUGH DATA CABLES FOR M.P. 32.73 AND 32.66.

**MODIFICATION LEVEL**  
 U.S.A. LAST LEVEL CHECKED  
 LAST LEVEL FOR THIS TYPICAL  
 LAST LEVEL BY DESIGNER  
 CHANGED FROM TYPICAL  
 (BY DATE) (BY DESIGNED)

UNION PACIFIC RAILROAD		Sheet No.	207
RICHMOND, TEXAS		Date	7/17/72
SIXTH STREET		Drawn By	W.P.
GLIDDEN SUBDIVISION		Checked By	W.P.
Richmond, Texas		Project No.	4897

**NEW SHEET**

**EXHIBIT B-4  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Eighth Street Signal Front Sheet

(see attached)

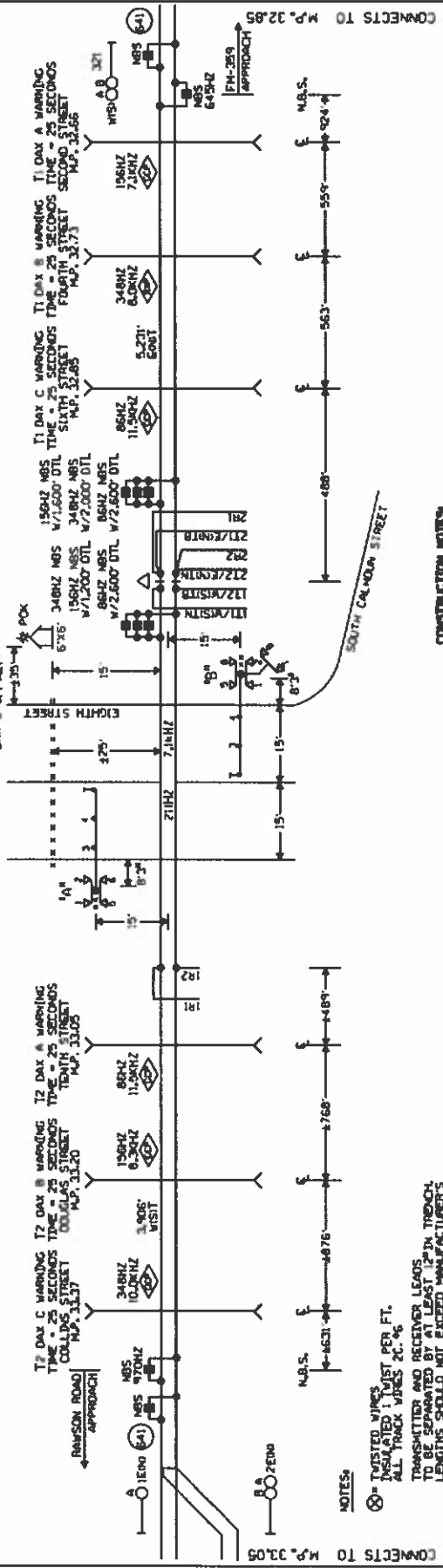
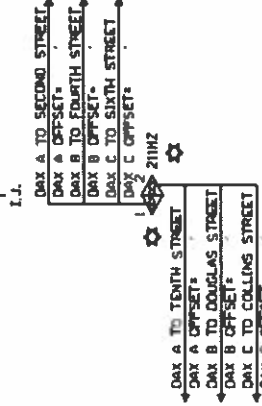
TO KIRBY (EAST SWITCH)

PRIME WARNING TIME = 25 SECONDS

TO HECKER

3.081-29+5 SEC. @ 70 M.P.H.

3.081-29+5 SEC. @ 70 M.P.H.



**CONSTRUCTION NOTES**  
 1. ALL DIMENSIONS TO BE FIELD VERIFIED.  
 2. INSTALL SIGNAL MOUNTS AND RAIL WHEELER HERE.  
 3. FILTERS TO BE INSTALLED ON ALL TRACKS.  
 4. FILTERS TO BE INSTALLED ON TRACKS.

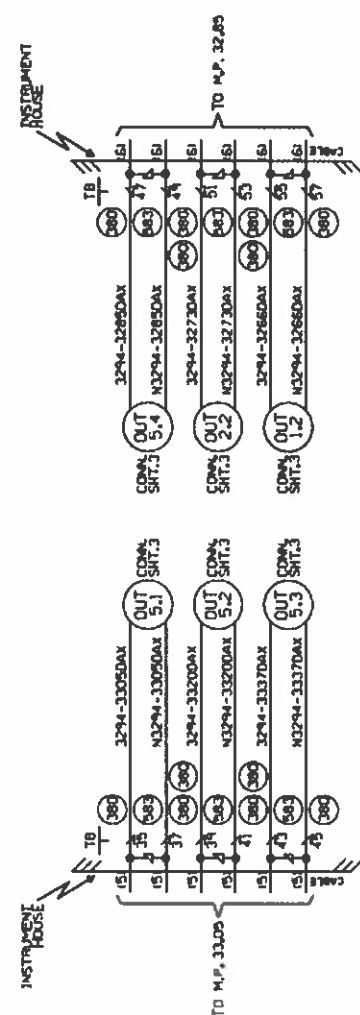
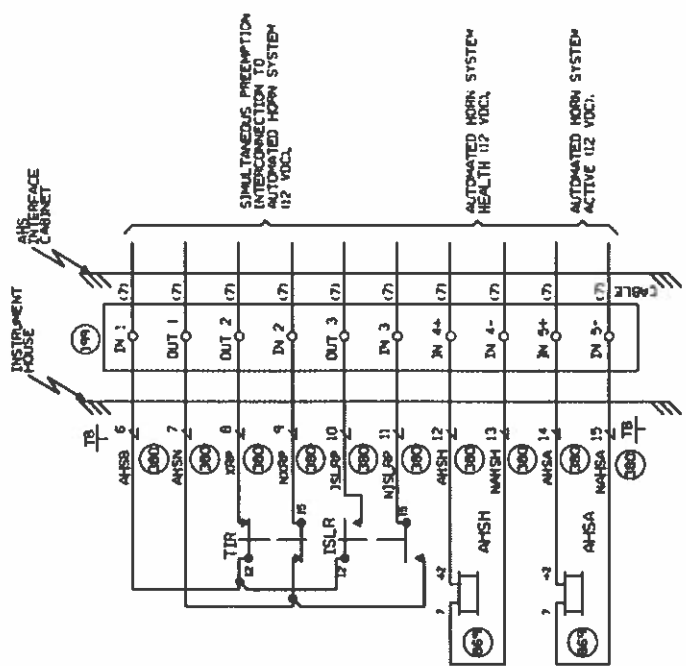
**NOTES**  
 \* TWISTED WIRES INSULATED 1" MIN. PER FT. ALL TRACK WIRES 2C. #6  
 TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH AND WIRES SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATION  
 TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TOWERED WAY & NO MORE THAN 1' ABOVE THE SURFACE OF THE GROUND.  
 ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.  
 ALL WIRING IN GATE MEDIAN TO BE #10 AWG FLEX.  
 REFER TO UP STANDARD ONE FOR BUNGALOW GROUNDING.  
 PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.  
 ALL LIGHTS TO BE 12" ROUND ELS.  
 \*\*\*\*\* #1 x 3/8" CONDUIT LIGHTS LED LIGHTS  
 \*\* = BELL  
 TRK 1 ISLAND DISTANCE 130' MINIMUM 120' REQUIRED  
 PREFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

INS/4-O-EN

**NEW SHEET**

UNION PACIFIC RAILROAD		
RICHMOND, TEXAS		
EIGHTH STREET		
CLIDDEN SUBDIVISION		
Drawn	DATE	BY
Checked	DATE	BY
Designed	DATE	BY
Approved	DATE	BY
Reviewed	DATE	BY
Accepted	DATE	BY
Issued	DATE	BY
Cancelled	DATE	BY
Revised	DATE	BY
Rescinded	DATE	BY
Withdrawn	DATE	BY
Superseded	DATE	BY
Repealed	DATE	BY
Amended	DATE	BY
Deleted	DATE	BY
Added	DATE	BY
Modified	DATE	BY
Corrected	DATE	BY
Revised	DATE	BY
Approved	DATE	BY



CABLE TABULATION  
 CABLE NO. 6 10014 LIGHT HOUSE TO M.P. 31.00  
 CABLE NO. 7 10014 LIGHT HOUSE TO M.P. 32.00  
 CABLE NO. 8 10014 LIGHT HOUSE TO AUTOMATED HORN SYSTEM

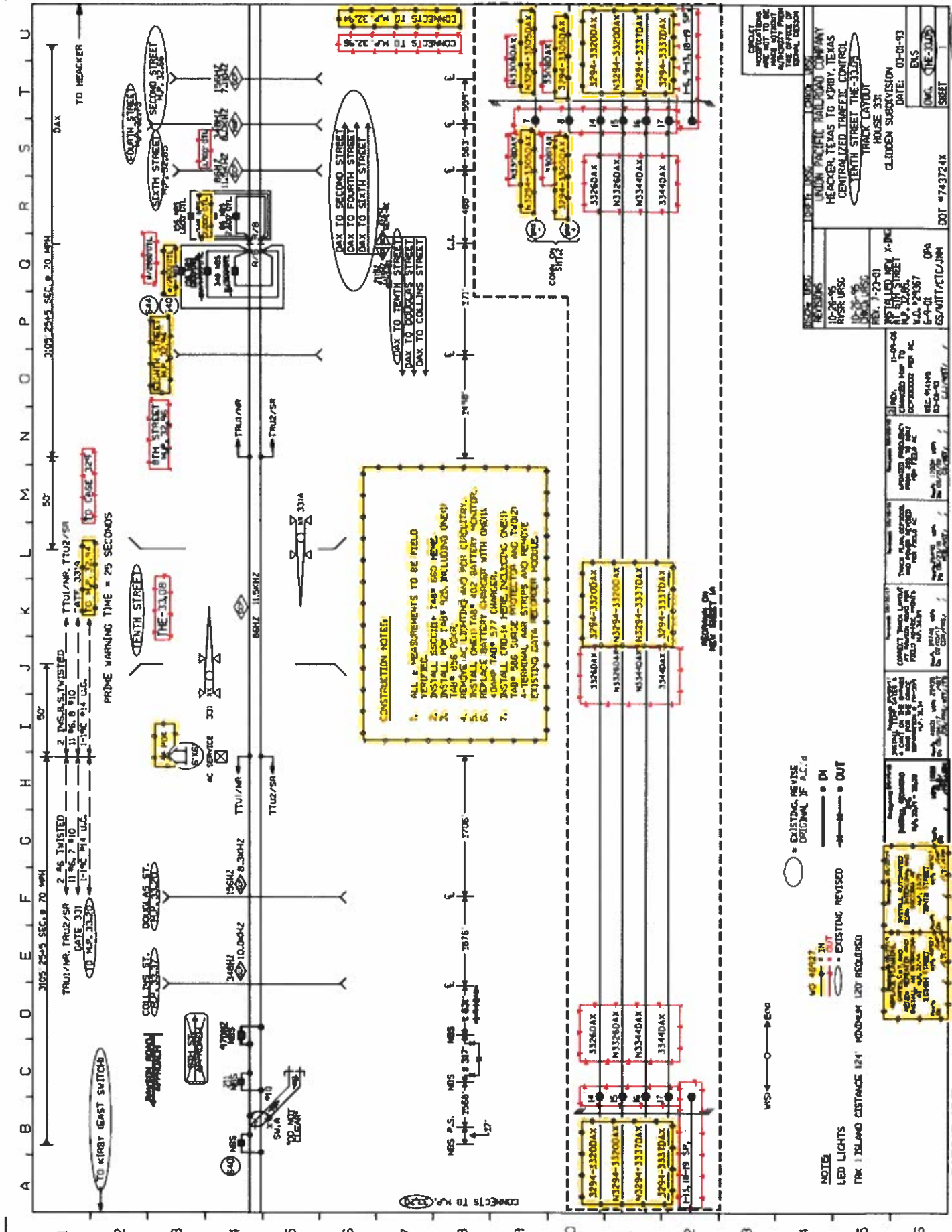
NEW SHEET		UNION PACIFIC RAILROAD	
Sheet No.	14	RICHMOND, TEXAS	
Order No.	743728	RICHTE STREET	
Rev.	32-4	CLIDDEN SUBDIVISION	
Drawn by	ED. PEECHAK	ED. PEECHAK	
Checked by	4927	4927	
Scale	AS SHOWN	AS SHOWN	
Notes	SEE DRAWING FOR NOTES	SEE DRAWING FOR NOTES	
Comments	SEE DRAWING FOR COMMENTS	SEE DRAWING FOR COMMENTS	
Revisions	SEE DRAWING FOR REVISIONS	SEE DRAWING FOR REVISIONS	
Material	SEE DRAWING FOR MATERIAL	SEE DRAWING FOR MATERIAL	
Quantity	SEE DRAWING FOR QUANTITY	SEE DRAWING FOR QUANTITY	
Remarks	SEE DRAWING FOR REMARKS	SEE DRAWING FOR REMARKS	



**EXHIBIT B-5  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Tenth Street Signal Front Sheet

(see attached)



**CONSTRUCTION NOTES:**

1. ALL ± MEASUREMENTS TO BE FIELD VERIFIED.
2. INSTALL SECTION TAB# 660 NEW.
3. INSTALL PER TAB# 926, INCLUDING ONE# TAB# 606 PER.
4. REMOVE ALL LIGHTING AND PER OPERATOR. INSTALL ONE# TAB# 402 BATTERY CONTROL.
5. REPLACE BATTERY CHARGER WITH ONE# TAB# 140P 577 CHARGER.
6. REMOVE ALL EXISTING SIGNALS (SIGNALS TO BE REMOVED PER TAB# 1022).
7. REMOVE ALL STRIPS AND REMOVE EXISTING DATA RELIEF PER MOBILE.

UNION PACIFIC RAILROAD COMPANY  
 HECKER, TEXAS TO KIRBY, TEXAS  
 CENTRALIZED TRAFFIC CONTROL  
 TENTH STREET TRK-3310

DATE: 03-01-93  
 ENL  
 OMC: THE JUP  
 SHEET

CLUDEN SUBDIVISION  
 HOUSE 321

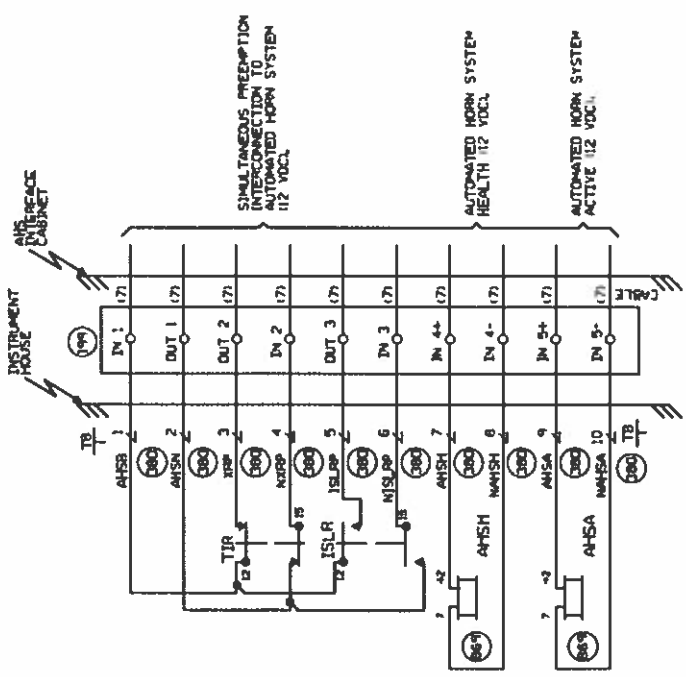
DOT #743724X

NO.	REVISION	DATE	BY	CHKD.
1	AS SHOWN	03-01-93	ENL	ENL
2	REVISION	03-01-93	ENL	ENL
3	REVISION	03-01-93	ENL	ENL
4	REVISION	03-01-93	ENL	ENL
5	REVISION	03-01-93	ENL	ENL
6	REVISION	03-01-93	ENL	ENL
7	REVISION	03-01-93	ENL	ENL
8	REVISION	03-01-93	ENL	ENL
9	REVISION	03-01-93	ENL	ENL
10	REVISION	03-01-93	ENL	ENL
11	REVISION	03-01-93	ENL	ENL
12	REVISION	03-01-93	ENL	ENL
13	REVISION	03-01-93	ENL	ENL
14	REVISION	03-01-93	ENL	ENL
15	REVISION	03-01-93	ENL	ENL
16	REVISION	03-01-93	ENL	ENL

**NOTE:**  
 LED LIGHTS  
 TRK 1 ISLAND DISTANCE 121' FROM 120' REQUIRED

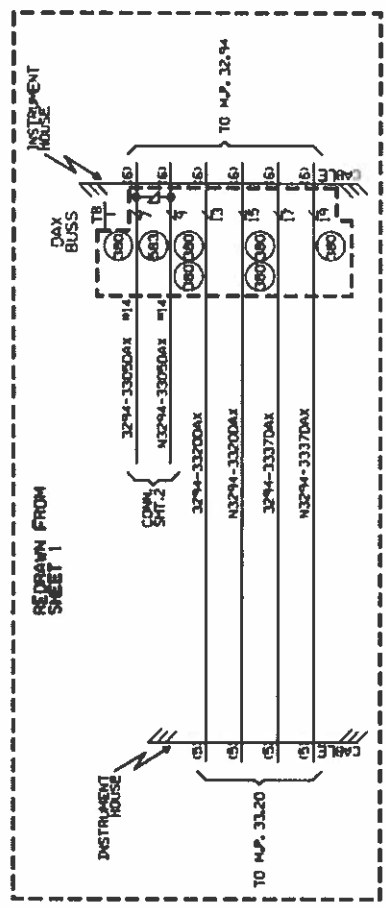
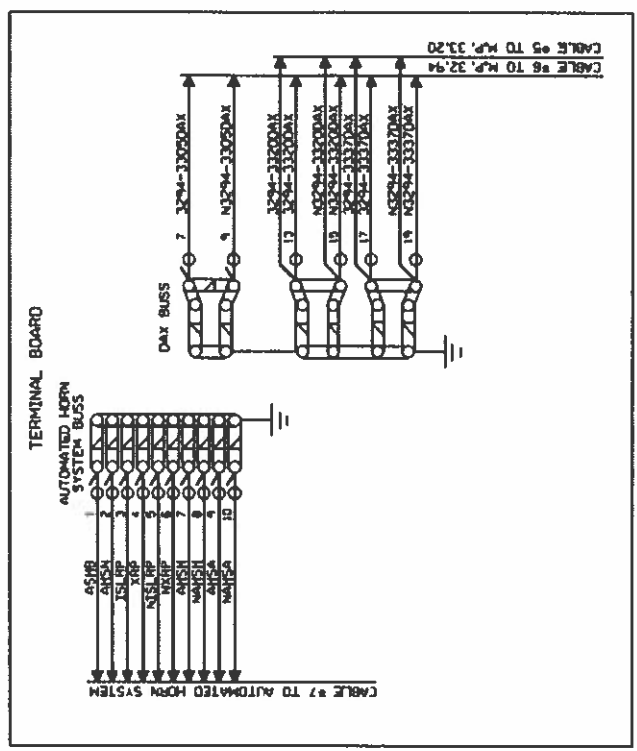
○ = EXISTING, REVISE ORIGINAL, P. A.C. 1.6  
 ● = IN  
 ○ = OUT

— = EXISTING, REVISED  
 - - - = OUT



**CONSTRUCTION NOTES:**

1. REPLACE ARRESTORS AND INSTALL EQUALIZERS ON DAX CABLES.



**NOTES:**

ALL WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

**CABLE TABULATION**

CABLE NO. 5 19C914 U.S.B.T. HOUSE TO M.P. 33.20

CABLE NO. 6 19C914 U.S.B.T. HOUSE TO M.P. 32.94

CABLE NO. 7 U.S.B.T. HOUSE TO AUTOMATED HORN SYSTEM

DESCRIPTION	OR	OR
0.4. LAST LEVEL CHECKED	OR	OR
LAST LEVEL AND THIS TYPICAL	OR	OR
LAST LEVEL BY RELIABLE	OR	OR
CHANGED FROM TYPICAL	OR	OR
OR	OR	OR

**NEW SHEET**

**UNION PACIFIC RAILROAD**  
 RICHMOND, TEXAS  
 TENTH STREET  
 CLIDDEN SUBDIVISION

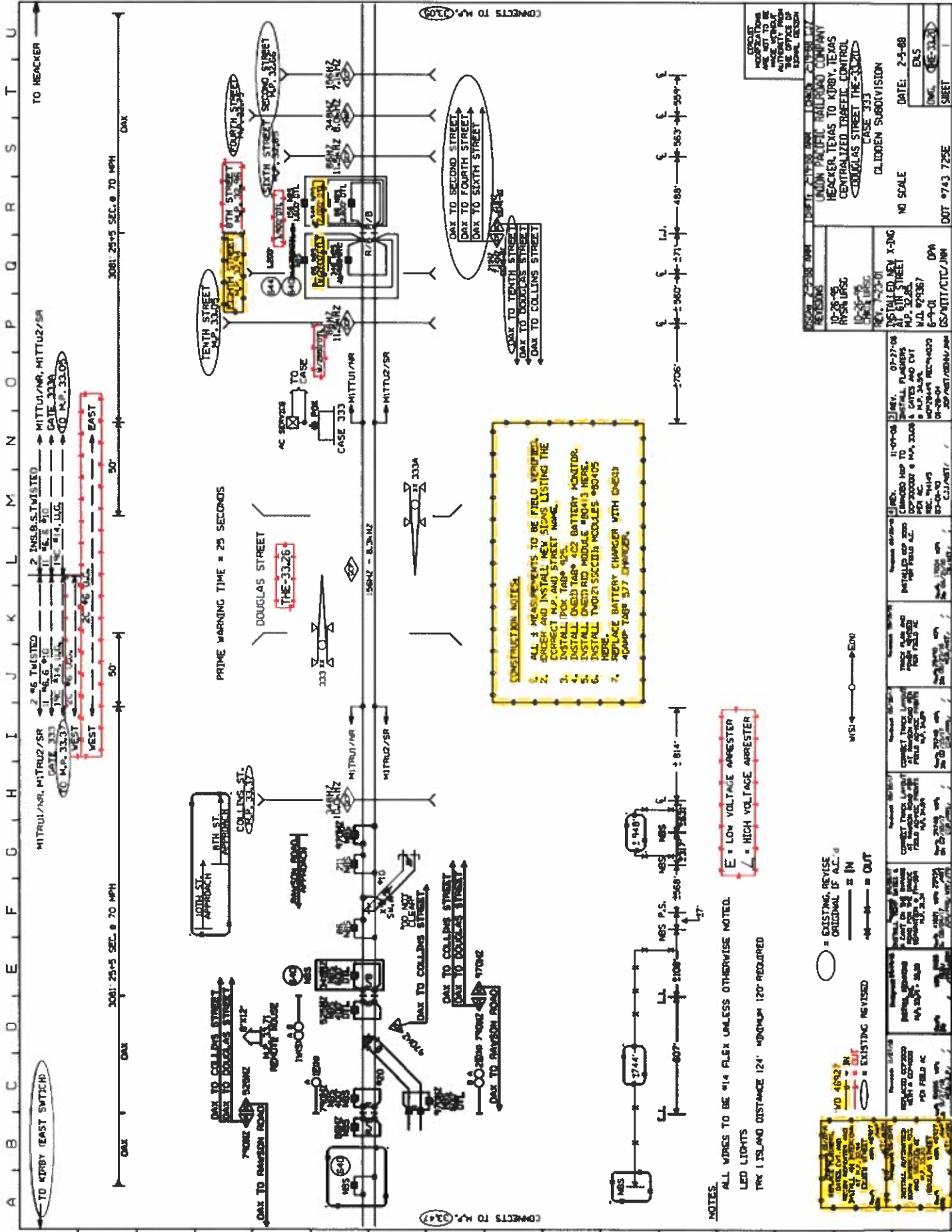
DATE	BY	CHKD	APP'D
08-28-78	WPM	CTC	WPM
		WPM	
		WPM	

Office of the Engineer in Charge  
 1010 11th Street  
 Dallas, Texas 75202

**EXHIBIT B-6  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Douglas Street Signal Front Sheet

(see attached)

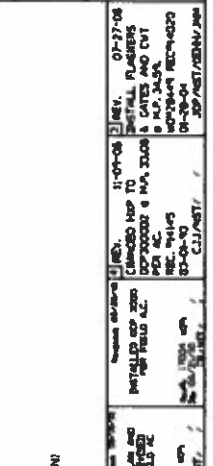
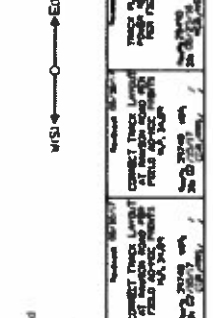
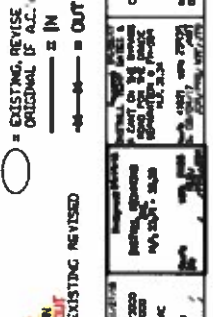
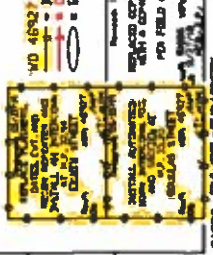


**CONSTRUCTION NOTES:**

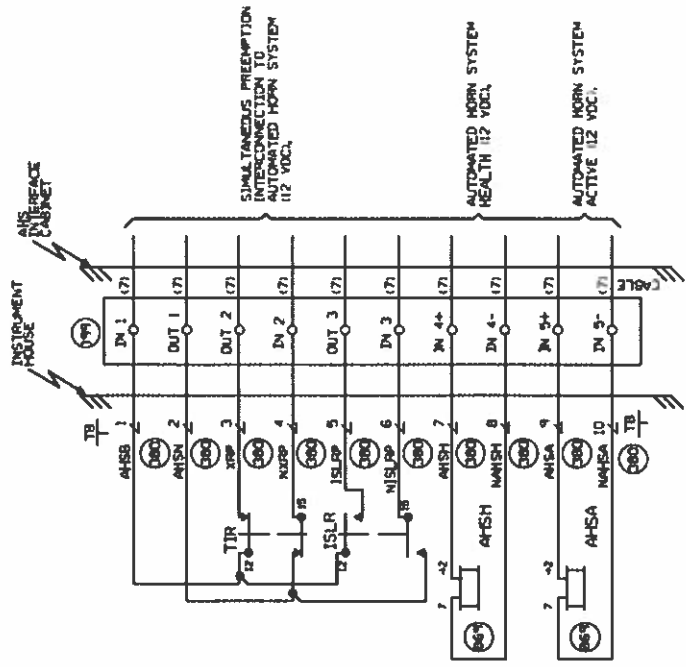
- ALL 3 MEASUREMENTS TO BE FIELD VERIFIED. ORDER AND INSTALL NEW SIGNS LISTING THE CORRECT M.P. AND STREET NAME.
- INSTALL POB TAP #95.
- INSTALL ONEID TAP# 402 BATTERY MONITOR.
- INSTALL ONEID RID MODULE #80413 HERE.
- INSTALL TWOI2152CCB3 MODULES #80405 HERE.
- REPLACE BATTERY CHARGER WITH ONEID# 40AMP TAP 377 CHARGER.

**E = LOW VOLTAGE ARRESTER**  
**H = HIGH VOLTAGE ARRESTER**

**NOTES:**  
 ALL Wires TO BE #14 FLEX UNLESS OTHERWISE NOTED.  
 LED LIGHTS  
 TRK 1 ISLAND DISTANCE 124' MINIMUM 120' REQUIRED



UNION PACIFIC RAILROAD COMPANY HECKER, TEXAS TO KIRBY, TEXAS CENTRALIZED TRAFFIC CONTROL COLLINS STREET THE-33.21 CASE 333	
10-28-68 R/SR LPSG 10-28-68 R/SR LPSG 10-28-68 R/SR LPSG 10-28-68 R/SR LPSG 10-28-68 R/SR LPSG	DATE: 2-5-68 ELS DATE: 2-5-68 ELS DATE: 2-5-68 ELS DATE: 2-5-68 ELS DATE: 2-5-68 ELS
NO SCALE GLIDDEN SUBDIVISION	DOT #743 725E SHEET



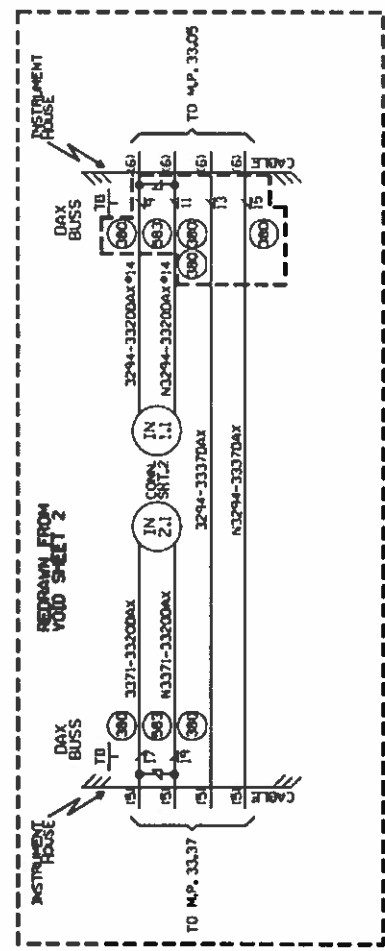
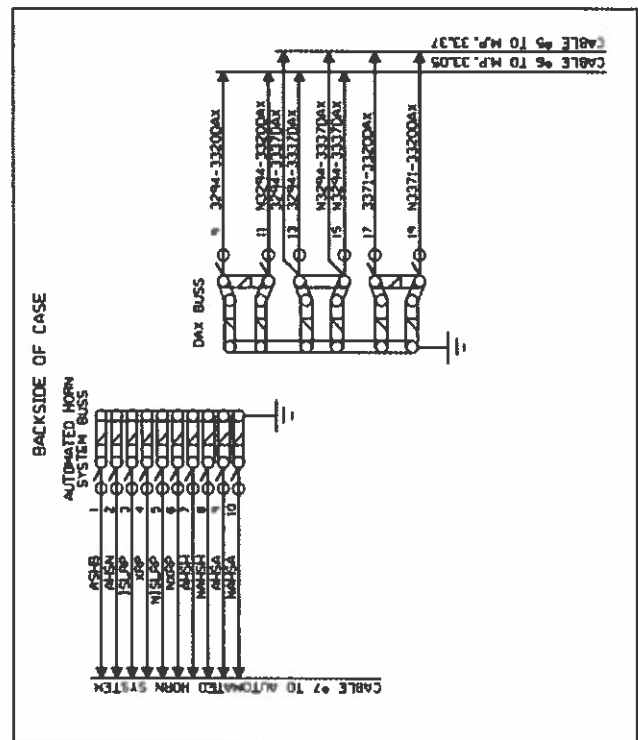
SIMULTANEOUS PRESERTION  
INTERCONNECTION TO  
AUTOMATED HORN SYSTEM  
(12 VDC.)

AUTOMATED HORN SYSTEM  
HEALTH (12 VDC.)

AUTOMATED HORN SYSTEM  
ACTIVE (12 VDC.)

**CONSTRUCTION NOTES**

1. REPLACE ARRESTORS AND INSTALL EQUALIZERS ON DAX CABLES.
2. REMOVE XP AND REMOVE TO ISL FOR AHS.



**CABLE TABULATION**

CABLE NO. 5 15C014 UCBT. HOUSE TO M.P. 33.37

CABLE NO. 6 15C014 UCBT. HOUSE TO M.P. 33.05

CABLE NO. 7 UCBT. HOUSE TO AUTOMATED HORN SYSTEM

DATE	BY	CHKD	APP'D
08/27/74			
DATE	CHKD	APP'D	

DESCRIPTION	DATE	BY	CHKD	APP'D
CIRCUIT MODIFICATION				
ADD TO BE MADE WITHIN THE SCOPE OF THIS DESIGN				
CHANGED FROM TYPICAL 7				
CHANGED FROM TYPICAL 7				

**NOTES**

ALL WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

**NEW SHEET**

**UNION PACIFIC RAILROAD**  
 RICHMOND, TEXAS  
 DOUGLAS STREET  
 GLIDDEN SUBDIVISION

DATE: 08/27/74  
 CHKD: [blank]  
 APP'D: [blank]

JOB NO: 74072E  
 SHEET NO: 3330  
 SHEET TOTAL: 30 OF 33



**EXHIBIT C  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Form of Right of Entry Agreement

(see attached)



## **CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and  
\_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor").

### **RECITALS:**

Contractor has been hired by \_\_\_\_\_ to perform work  
relating to \_\_\_\_\_

(the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost  
\_\_\_\_\_ on Railroad's \_\_\_\_\_ [Subdivision or Branch] [at or near DOT No.  
\_\_\_\_\_ located at or near \_\_\_\_\_, in \_\_\_\_\_ County, State of \_\_\_\_\_, as such  
location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof,  
which work is the subject of a contract dated \_\_\_\_\_ between Railroad and  
\_\_\_\_\_.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject  
to the terms and conditions contained in this agreement

### **AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors,  
subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity,  
Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included  
in the defined term Contractor pursuant to the foregoing sentence.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and  
all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property  
described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted  
to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad  
Representative named in Article 4.

#### **ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.**

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this  
agreement.

#### **ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor  
(including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

A. Before commencing any work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

\_\_\_\_\_  
[Insert mailing address]

\_\_\_\_\_  
Attn: \_\_\_\_\_

Folder No. \_\_\_\_\_

**ARTICLE 8 - PRECONSTRUCTION MEETING.**

If the work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

**ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 10. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

**ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 12.- EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

Exhibit A will be a print showing the general location of the work site.

**EXHIBIT B**  
**TO**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any

day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if

applicable) has been accomplished.

**B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.**

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

[http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

**Section 8. INDEMNITY.**

**A. TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS),**



**FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.**

**B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.**

**C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.**

**D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.**

**E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.**

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**EXHIBIT C**  
**TO**  
**CONTRACTOR'S**  
**RIGHT OF ENTRY AGREEMENT**

**Union Pacific Railroad Company**  
**Insurance Requirements For**  
**Contractor's Right of Entry Agreement**

During the entire term of this Agreement and course of the Project, and until all Project work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing

equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **Other Requirements**

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
  
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**EXHIBIT D  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

Estimate

(see attached)

## Material And Force Account Estimate City of Richmond, TX

Estimate Creation Date: 11/25/2019 Number: 123525 Version: 3

Estimate Good Until 08/25/20

Location: GLIDDEN SUB, SIMN, 27.65-36.25

Buy America: No

Description of Work: Glidden Sub MP 32.63-33.20 Richmond, TX AHS Corridor Project CAN#46927  
100% Recollectable

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 00%	Agncy 100%
<b>SIGNAL</b>									
	Second Street (M P 32.66)	1	EA	2,182.00	900	1,282	2,182	0	2,182
	King - Automated Horn System (per track)								
	Second Street (M P 32.66)	1	EA	3,895.00	C	3,895	3,895	0	3,895
	King - External SCCC								
	Second Street (M P 32.66)	1	LB	1,842.00	C	1,842	1,842	0	1,842
	King - CAR1424								
	Second Street (M P 32.66) - New Rectifier	1	LB	1,000.00	C	1,000	1,000	0	1,000
	King - Misc.								
	Fourth Street (M P 32.73)	1	EA	2,182.00	900	1,282	2,182	0	2,182
	King - Automated Horn System (per track)								
	Fourth Street (M P 32.73)	1	EA	3,895.00	C	3,895	3,895	0	3,895
	King - External SCCC								
	Fourth Street (M P 32.73)	1	LB	1,842.00	C	1,842	1,842	0	1,842
	King - CAR1424								
	Fourth Street (M P 32.73) - New Rectifier	1	LB	1,000.00	C	1,000	1,000	0	1,000
	King - Misc.								
	Sixth Street (M P 32.85)	1	EA	2,182.00	900	1,282	2,182	0	2,182
	King - Automated Horn System (per track)								
	Sixth Street (M P 32.85)	1	EA	3,895.00	C	3,895	3,895	0	3,895
	King - External SCCC								
	Sixth Street (M P 32.85)	1	LB	1,842.00	C	1,842	1,842	0	1,842
	King - CAR1424								
	Sixth Street (M P 32.85) - New Relay Rectifier	1	LB	1,000.00	C	1,000	1,000	0	1,000
	King - Misc.								
	Eighth Street (M P 32.94)	1	EA	65,782.00	20,900	45,182	65,782	0	65,782
	King - 1 Fx CNE w/Cable								
	Eighth Street (M P 32.94)	1	EA	8,444.00	3,000	3,444	8,444	0	8,444
	King - Track Cord (Main and Stand-by) New Cable								
	Eighth Street (M P 32.94)	1	EA	4,888.00	2,300	2,388	4,888	0	4,888
	King - Dea (Mables And 1000 Cable)								
	Eighth Street (M P 32.94)	1	EA	2,182.00	900	1,282	2,182	0	2,182
	King - Automated Horn System (per track)								
	Eighth Street (M P 32.94)	1	EA	493.00	C	493	493	0	493
	King - Standlight								
	Eighth Street (M P 32.94)	1	EA	3,220.00	2,500	1,220	3,220	0	3,220
	King - Dea Cable 1000'								
	Eighth Street (M P 32.94)	1	EA	7,479.00	2,788	4,791	7,479	0	7,479
	King - DS Track Circuit								
	Eighth Street (M P 32.94)	1	EA	720.00	C	720	720	0	720
	King - Track FWH/Entry Choke								
	Tenth Street (M P 33.00)	1	EA	2,182.00	900	1,282	2,182	0	2,182
	King - Automated Horn System (per track)								
	Tenth Street (M P 33.00)	1	EA	3,895.00	C	3,895	3,895	0	3,895
	King - External SCCC								
	Tenth Street (M P 33.00)	1	LB	1,842.00	C	1,842	1,842	0	1,842
	King - CAR1424								
	Tenth Street (M P 33.00) - New Rectifier	1	LB	1,000.00	C	1,000	1,000	0	1,000
	King - Misc.								
	Douglas Street (M P 33.20)	1	EA	2,182.00	900	1,282	2,182	0	2,182
	King - Automated Horn System (per track)								
	Douglas Street (M P 33.20)	1	EA	3,895.00	C	3,895	3,895	0	3,895
	King - External SCCC								
	Douglas Street (M P 33.20)	1	EA	8,732.00	5,000	4,732	8,732	0	8,732
	King - Dea (Mables And 1000 Cable)								
	Douglas Street (M P 33.20) - New End Sign	1	LB	200.00	C	200	200	0	200
	King - Misc.								
		1	LB	25,178.00	C	25,178	25,178	0	25,178
	King - Engineering Design								
		1	LB	10,000.00	C	10,000	10,000	0	10,000
	King - Boring								
		1	LB	20,000.00	C	20,000	20,000	0	20,000
	King - Contract Services for Proposed Culvert								
		1	LB	3,000.00	C	3,000	3,000	0	3,000
	King - Offsets/Cleavel								
	Additive Rate - 150 10%	1	LB	105,789.74	C	105,789	105,789	0	105,789
	King - Labor Additive								
		1	LB	9,000.00	C	9,000	9,000	0	9,000
	King - Meter Service								
<b>Sub-Total =</b>					<b>172,215</b>	<b>139,329</b>	<b>311,544</b>	<b>0</b>	<b>311,544</b>

**Totals = 172,215 139,329 311,544 0 311,544**

**Grand Total = \$311,544**

**Disclaimer:** This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

**EXHIBIT E  
TO  
WAYSIDE HORN SYSTEM AGREEMENT**

**INSURANCE REQUIREMENTS**

The following describes the insurance requirements that are described in Section 7C of this Agreement:

A. The City must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04, or a substitute form providing equivalent coverage (the "Policy"). The Policy shall have the following particulars set forth in its Declarations or by endorsement.

- The "Named Insured" is Union Pacific Railroad Company.
- The "Contractor" is \_\_\_\_\_.
- The "Job Location" is the wayside horn system located at \_\_\_\_\_ Street (DOT No. \_\_\_\_\_):
- The "Work" is the engineering, design, construction, installation, interconnection, operation, maintenance or repair of the wayside horn system at the Job Location.
- Your "designated employees" includes train crews, site maintenance employees and their supervisors at the Job Location.

B. The Policy will provide limits of not less than \$5,000,000 per occurrence and \$10,000,000 in the annual aggregate.

C. The City shall require its Contractor (as defined in Section 2G of this Agreement) to nonetheless maintain the insurance required pursuant to the Right of Entry Agreement marked Exhibit C and attached to this Agreement.





# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

Monday, June 8, 2020 at 4:30 p.m.

- A4. Review and consider taking action on Resolution No. 330-2020. Authoring the Interlocal Agreement with Fort Bend County for Coronavirus Aid, Relief, and Economic Security Act Funding Allocation Distribution.



## RESOLUTION NO 330-2020

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING AND AUTHORIZING THE INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, TEXAS FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING ALLOCATION DISTRIBUTION AGREEMENT

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governmental entities to enter into Interlocal Agreements for greater efficiency and effectiveness in the performance of their functions; and

**WHEREAS**, the County received federal funding under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to address and respond to the effects of the COVID-19 emergency; and

**WHEREAS**, the CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund, of which the County received \$134,262,393 from the State of Texas to cover necessary expenditures related to COVID-19 that were not accounted for in the County's budget and incurred between March 1 and December 30, 2020 ("Local Allocation"); and

**WHEREAS**, the Commissioners Court of Fort Bend County approved a budget to distribute the Local Allocation which includes direct payments to the City of Richmond in the amount of \$661,815 to reimburse expenditures that are eligible to for recovery under the CARES Act and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to Richmond; and

**WHEREAS**, the City Commission of the City of Richmond deems it in the public interest to enter into the Interlocal Agreement with Fort Bend County to provide for the distribution of CARES Act Local Allocation; **NOW, THEREFORE**,

#### **BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Commission of the City of Richmond approves the Interlocal Agreement with Fort Bend County for the distribution of CARES Act Local Allocation and authorizes the execution of the same, subject to final review by City staff and approval of nonsubstantive changes, a copy of which is attached hereto.

Section 3. Effective Date. This Resolution shall be effective from and after its adoption.

**PASSED AND APPROVED on this the 8<sup>th</sup> day of June, 2020.**

---

Evalyn Moore, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura Scarlato, City Secretary

\_\_\_\_\_  
Gary W. Smith, City Attorney

THE STATE OF TEXAS  
COUNTY OF FORT BEND

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

**CARES ACT FUNDING ALLOCATION DISTRIBUTION AGREEMENT  
FORT BEND COUNTY AND  
RICHMOND, TEXAS**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between the City of

\_\_\_\_\_  
CARES Funding Allocation Distribution Agreement  
Richmond, Texas

- 0 -

Richmond, Texas, a municipal corporation and home-rule city of the State of Texas, situated in Fort Bend County, acting by and through its City Commission, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County"). The City and the County may be referred to collectively as the "Parties".

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### RECITALS

WHEREAS, the County received federal funding under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to address and respond to the effects of the COVID-19 emergency; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund, of which the County received \$134,262,393 from the State of Texas to cover necessary expenditures related to COVID-19 that were not accounted for in the County's budget and incurred between March 1 and December 30, 2020 ("Local Allocation"); and

WHEREAS, the Commissioners Court of Fort Bend County approved a budget to distribute the Local Allocation, attached hereto as Exhibit "A" and incorporated herein for all purposes, (the "Detailed Budget"), which includes direct payments to municipalities to reimburse expenditures that are eligible for recovery under the CARES ACT and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to municipalities; and

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WHEREAS, the Commissioners Court of Fort Bend County finds that assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency serves a County purpose, and is a legitimate and lawful use of the Fund; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

## AGREEMENT

### **Section 1. Incorporation of Recitals**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

### **Section 2. Purpose**

The purpose of this Agreement is to outline the obligations related to the distribution of the Local Allocation issued to the County for distribution to the City.

### **Section 3. Eligible Expenditures**

- A. Costs that are necessary expenditures incurred due to public health emergency with respect to the Coronavirus Disease (COVID-19);
- B. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and
- C. Costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

### **Section 4. City's Rights and Obligations.**

- A. The City agrees to only use its portion of the Local Allocation in compliance with this Agreement and for Eligible Expenditures related to the COVID-19 emergency made between March 1, 2020 and 11:59 p.m., December 30, 2020;
- B. The City may submit to the County a request for reimbursement for Eligible Expenditures at [Auditor.Covid@fortbendcountytexas.gov](mailto:Auditor.Covid@fortbendcountytexas.gov) as follows:
  - 1. Reimbursement for Eligible Expenditures related to Personnel and Equipment must be submitted in the form of the document attached hereto as Exhibit "B" and incorporated herein for all purposes;
  - 2. All other submissions for reimbursement shall include an invoice reflecting payments made with reference to the payment date and check-ACH number;
  - 3. Each submission shall include a description of the emergency purpose served for each invoice submitted for reimbursement as an Eligible Expenditure in a free-form document from an authorized representative of the City representing and warranting that the amount requested for reimbursement meets the requirements of the CARES Act on the City's letterhead and contact information for the preparer; and

Deleted: ,

4. All submissions for reimbursement shall be delivered to the County no later than January 15, 2021.

C. The City agrees and acknowledges that, as a subrecipient of the Local Allocation granted to the County, the City is subject to the same terms and conditions binding the County regarding the use of the Local Allocation. The City agrees to reimburse and return to the County any portion of the Local Allocation received that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement within thirty (30) days of City's receipt of notification by the County of such determination;

D. The City shall allow inspection of all documentation and records related to its expenditure of its portion of the Local Allocation by the County or the U.S. Department of Treasury upon reasonable request, and retain such for a minimum of four (4) years from the date of City's final receipt of its portion of the Local Allocation; and

E. As a condition of receiving its portion of the Local Allocation, the City represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "C" attached hereto and incorporated herein for all purposes.

#### **Section 5. County's Rights and Obligations**

A. The County's sole obligation under this Agreement is to reimburse the City for Eligible Expenditures from the Local Allocation up to an amount not to exceed \$661,815.00 in accordance with the CARES Act. This is the total maximum funding the County shall have available specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement;

B. Upon receipt of the City's request for reimbursement submitted pursuant to Section 4. B. above, the County Auditor will review such submission to make a good faith determination whether the expenditures, are eligible for recovery under the CARES ACT and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to municipalities:

1. If deemed as an Eligible Expenditure, the County will forward the requested reimbursement amount to the City within ten (10) business days.

2. If the County Auditor does not find the expenses submitted meet the requirements for determination as an Eligible Expense or requires additional information, the County Auditor will notify the City within five (5) business days of such determination of denial or request for additional information. The City shall have five (5) business days to provide additional information for consideration or the request for reimbursement shall be permanently denied.

Commented [SG1]: Why the short time-frams?

C. The County is not obligated to reimburse the City any further funds above \$661,815.00 for expenses submitted as Eligible Expenditures for the Local Allocation or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor.

**Commented [GS2]:** This is included to make it consistent with Section 7.

**Deleted:** any other sources of funding;

**Section 6. Liability**

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

**Section 7. Limit of Appropriation**

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of \$661,815.00 or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor, specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed \$661,815.00 or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor.

C. Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

**Section 8. Assignment**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

**Section 9. No Third Party Beneficiaries**

The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

**Section 10. Notices**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attention: County Auditor  
301 Jackson Street, Suite 701  
Richmond, Texas 77469

City: City of Richmond, Texas  
Attention: Mayor  
402 Morton Street  
Richmond, Texas 77469

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**Section 11. Entire Agreement**

This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all Parties hereto. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

**Section 12. Execution**

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, and remain in effect until the obligations under Sections 4 and 5 of this Agreement are fulfilled.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, Fort Bend County Auditor

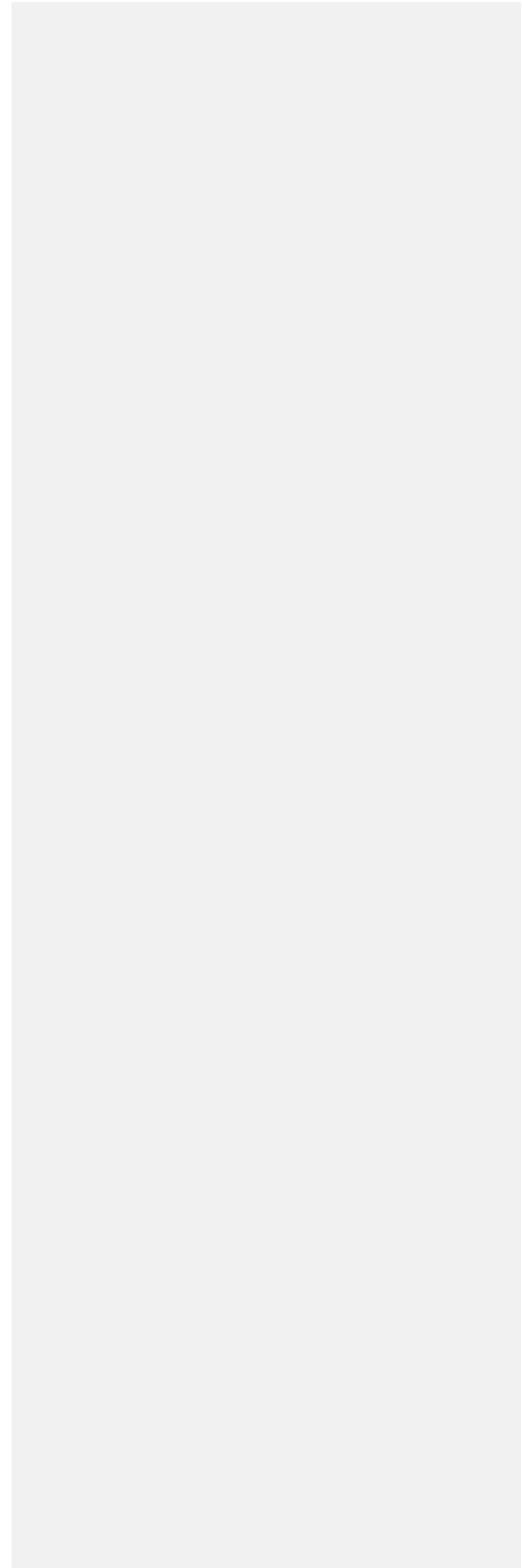
**CITY OF RICHMOND, TEXAS**

\_\_\_\_\_  
Evalyn W. Moore, Mayor

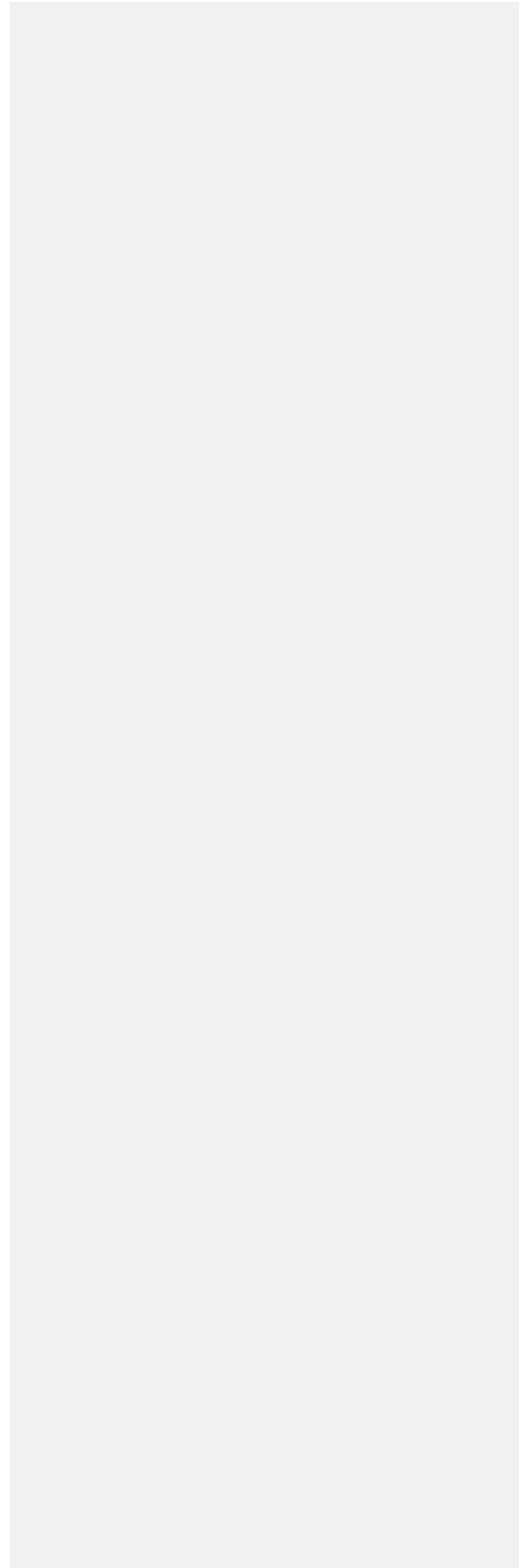
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Scarlato, City Secretary



# EXHIBIT A



**CARES Act Funds Distribution**

<b>FUNDS</b>	
CARES Funds	\$134,262,393
<b>TOTAL FUNDS</b>	<b>\$134,262,393</b>
<b>PROPOSED DETAIL BUDGET</b>	
Budget Contingency	\$13,426,239
City Budget Allotment (\$55 per capita of 2019 Census)	
Arcola	\$137,060
Beasley	\$36,465
Fairchilds Village	\$67,320
Fulshear	\$659,450
Katy	\$118,745
Kendleton	\$21,835
Meadows Place	\$253,935
Missouri City	\$3,763,760
Needville	\$169,235
Orchard	\$22,385
Pearland	\$56,155
Pleak	\$88,605
Richmond	\$661,815
Rosenberg	\$2,093,355
Simonton	\$48,345
Stafford	\$990,165
Sugar Land	\$6,523,000
Thompsons	\$18,535
Weston Lakes	\$210,100
Reimbursement to Fort Bend County for eligible COVID-19 expenses to date	\$7,000,000
FBC Health & Human Services Testing, Tracking, Treatment, Communications, Personnel	\$20,395,889
Office of Emergency Management	\$3,000,000
Fort Bend County Facility Renovation and Sanitization	\$5,000,000
Rental assistance for persons affected by COVID-19:	
(Phase 1) June-July	\$6,500,000
(Phase 2) August-September	\$6,500,000
(Phase 3) October-November	\$6,500,000
PPE Distribution to County Residents	\$5,000,000
Reimbursement to Local Hospitals and Clinics for uncompensated care due to COVID-19	\$15,000,000
Health Services provided by Political Subdivisions	\$1,000,000
Small Business COVID-19 Mitigation Grant Program	\$22,000,000
Food/Nutrition Distribution Program	\$5,000,000
Utility Assistance Program	\$2,000,000
<b>TOTAL PROPOSED DETAIL BUDGET</b>	<b>\$134,262,393</b>

# EXHIBIT B

**FORT BEND COUNTY LOCAL  
GOVERNMENTS  
Personnel and Equipment Log  
Event: 2019 nCoV Public Health Event**

LAST NAME, FIRST \_\_\_\_\_ LOCAL GOVERNMENT \_\_\_\_\_  
DEPT. NAME \_\_\_\_\_

Supervisor Name \_\_\_\_\_ START TIME \_\_\_\_\_  
DATE \_\_\_\_\_ END TIME \_\_\_\_\_  
TOTAL HOURS WORKED \_\_\_\_\_

*Circle type of work*

EMERGENCY WORK      NORMAL OPERATIONS

LOCATION:	Work Description
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____

EQUIPMENT DESCRIPTION / TYPE	FEMA Code	TAG # or ID	Begin Mileage/Hours	End Mileage/Hours	Total Miles/Hours
1 _____					-
2 _____					-
3 _____					-
4 _____					-
5 _____					

MATERIALS DESCRIPTION	UNITS / QTY	STOCK	Unit Cost	Rental

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

# EXHIBIT C

## Code of Federal Regulations

### Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Context: Title 2 - Grants and Agreements, Subtitle A - Office of Management and Budget Guidance for

Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE, -

Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

#### Pt. 200, App. II

##### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in



the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.



THE STATE OF TEXAS           §  
  §        **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF FORT BEND       §

**CARES ACT FUNDING ALLOCATION DISTRIBUTION AGREEMENT  
FORT BEND COUNTY AND  
RICHMOND, TEXAS**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between the City of Richmond, Texas, a municipal corporation and home-rule city of the State of Texas, situated in Fort Bend County, acting by and through its City Commission, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County"). The City and the County may be referred to collectively as the "Parties".

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**RECITALS**

WHEREAS, the County received federal funding under Section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to address and respond to the effects of the COVID-19 emergency; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated \$150 billion to the Fund, of which the County received \$134,262,393 from the State of Texas to cover necessary expenditures related to COVID-19 that were not accounted for in the County's budget and incurred between March 1 and December 30, 2020 ("Local Allocation"); and

WHEREAS, the Commissioners Court of Fort Bend County approved a budget to distribute the Local Allocation, attached hereto as Exhibit "A" and incorporated herein for all purposes, (the "Detailed Budget"), which includes direct payments to municipalities to reimburse expenditures that are eligible for recovery under the CARES ACT and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to municipalities; and

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WHEREAS, the Commissioners Court of Fort Bend County finds that assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency serves a County purpose, and is a legitimate and lawful use of the Fund; and

WHEREAS, the governing bodies of the City and County have authorized this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

## AGREEMENT

### **Section 1. Incorporation of Recitals**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

### **Section 2. Purpose**

The purpose of this Agreement is to outline the obligations related to the distribution of the Local Allocation issued to the County for distribution to the City.

### **Section 3. Eligible Expenditures**

A. Costs that are necessary expenditures incurred due to public health emergency with respect to the Coronavirus Disease (COVID-19);

B. Costs that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and

C. Costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

### **Section 4. City's Rights and Obligations.**

A. The City agrees to only use its portion of the Local Allocation in compliance with this Agreement and for Eligible Expenditures related to the COVID-19 emergency made between March 1, 2020 and 11:59 p.m., December 30, 2020;

B. The City may submit to the County a request for reimbursement for Eligible Expenditures at [Auditor.Covid@fortbendcountytexas.gov](mailto:Auditor.Covid@fortbendcountytexas.gov) as follows:

1. Reimbursement for Eligible Expenditures related to Personnel and Equipment must be submitted in the form of the document attached hereto as Exhibit "B" and incorporated herein for all purposes;

2. All other submissions for reimbursement shall include an invoice reflecting payments made with reference to the payment date and check-ACH number;

3. Each submission shall include a description of the emergency purpose served for each invoice submitted for reimbursement as an Eligible Expenditure in a free-form document from an authorized representative of the City representing and warranting that the amount requested for reimbursement meets the requirements of the CARES Act on the City's letterhead and contact information for the preparer; and

Deleted: ,

4. All submissions for reimbursement shall be delivered to the County no later than January 15, 2021.

C. The City agrees and acknowledges that, as a subrecipient of the Local Allocation granted to the County, the City is subject to the same terms and conditions binding the County regarding the use of the Local Allocation. The City agrees to reimburse and return to the County any portion of the Local Allocation received that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement within thirty (30) days of City's receipt of notification by the County of such determination;

D. The City shall allow inspection of all documentation and records related to its expenditure of its portion of the Local Allocation by the County or the U.S. Department of Treasury upon reasonable request, and retain such for a minimum of four (4) years from the date of City's final receipt of its portion of the Local Allocation; and

E. As a condition of receiving its portion of the Local Allocation, the City represents and warrants that it is and will remain in compliance with all applicable federal provisions, including those attached as Exhibit "C" attached hereto and incorporated herein for all purposes.

#### **Section 5. County's Rights and Obligations**

A. The County's sole obligation under this Agreement is to reimburse the City for Eligible Expenditures from the Local Allocation up to an amount not to exceed \$661,815.00 in accordance with the CARES Act. This is the total maximum funding the County shall have available specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement;

B. Upon receipt of the City's request for reimbursement submitted pursuant to Section 4. B. above, the County Auditor will review such submission to make a good faith determination whether the expenditures, are eligible for recovery under the CARES ACT and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to municipalities:

1. If deemed as an Eligible Expenditure, the County will forward the requested reimbursement amount to the City within ten (10) business days.

2. If the County Auditor does not find the expenses submitted meet the requirements for determination as an Eligible Expense or requires additional information, the County Auditor will notify the City within five (5) business days of such determination of denial or request for additional information. The City shall have five (5) business days to provide additional information for consideration or the request for reimbursement shall be permanently denied.

Commented [SG1]: Why the short time-frams?

C. The County is not obligated to reimburse the City any further funds above \$661,815.00 for expenses submitted as Eligible Expenditures for the Local Allocation or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor.

**Commented [GS2]:** This is included to make it consistent with Section 7.

**Deleted:** any other sources of funding;

**Section 6. Liability**

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity.

**Section 7. Limit of Appropriation**

A. Prior to the execution of this Agreement, the City has been advised by the County, and the City clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum amount of \$661,815.00 or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor, specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement.

B. The City does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum funding that the City may become entitled to hereunder and the total maximum amount that the County will reimburse the City hereunder will not under any condition, circumstance or interpretation hereof exceed \$661,815.00 or any available amount under other applicable categories of allotments reflected in the Detailed Budget as determined by the County Auditor.

C. Each party paying for the performance of its obligations under this Agreement shall make those payments from current revenues available to that party.

**Section 8. Assignment**

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

**Section 9. No Third Party Beneficiaries**

The Parties do not intend that any specific third party obtain a right by virtue of the execution or performance of this Agreement.

**Section 10. Notices**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attention: County Auditor  
301 Jackson Street, Suite 701  
Richmond, Texas 77469

City: City of Richmond, Texas  
Attention: Mayor  
402 Morton Street  
Richmond, Texas 77469

Deleted: 492

**Section 11. Entire Agreement**

This Agreement contains the entire agreement between the Parties relating to the rights granted and the obligations assumed. Any modifications concerning this instrument shall be of no force or effect, unless a subsequent modification in writing is signed by all Parties hereto. If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the Parties.

**Section 12. Execution**

This Agreement has been executed by the City and the County upon and by the authority of their respective governing bodies. This Agreement shall become effective on the date executed by the final party, and remain in effect until the obligations under Sections 4 and 5 of this Agreement are fulfilled.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

**FORT BEND COUNTY, TEXAS**

\_\_\_\_\_  
KP George, County Judge

Date \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, Fort Bend County Auditor



**CITY OF RICHMOND, TEXAS**

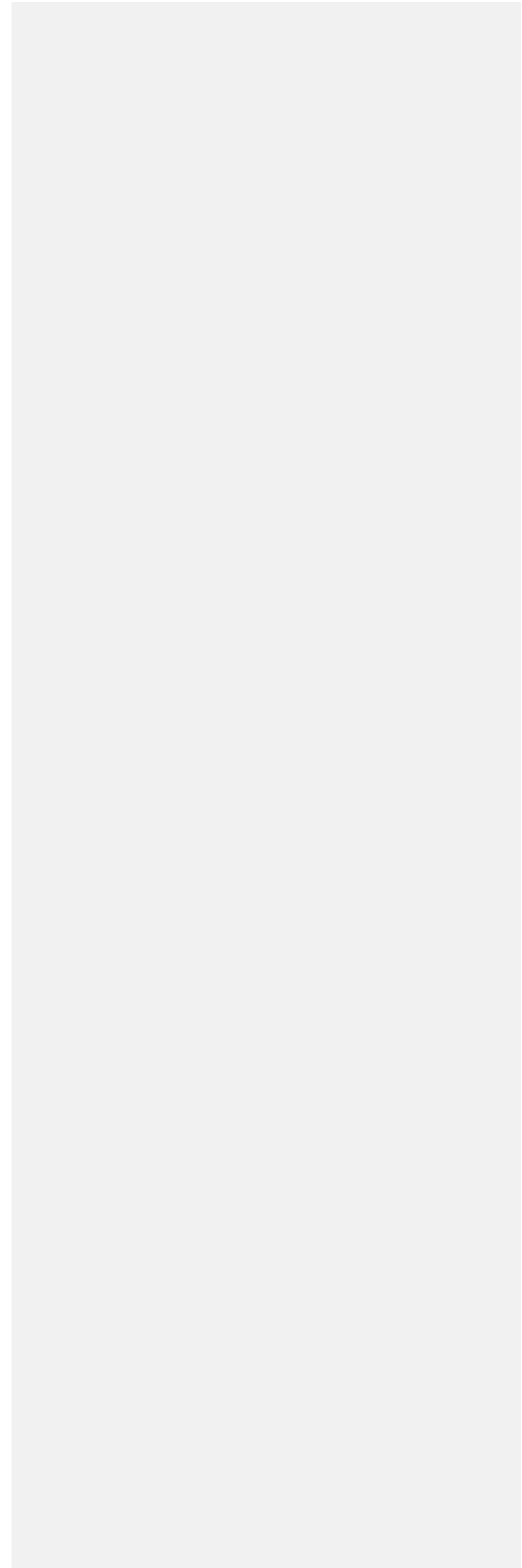
\_\_\_\_\_  
Evalyn W. Moore, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Laura Scarlato, City Secretary

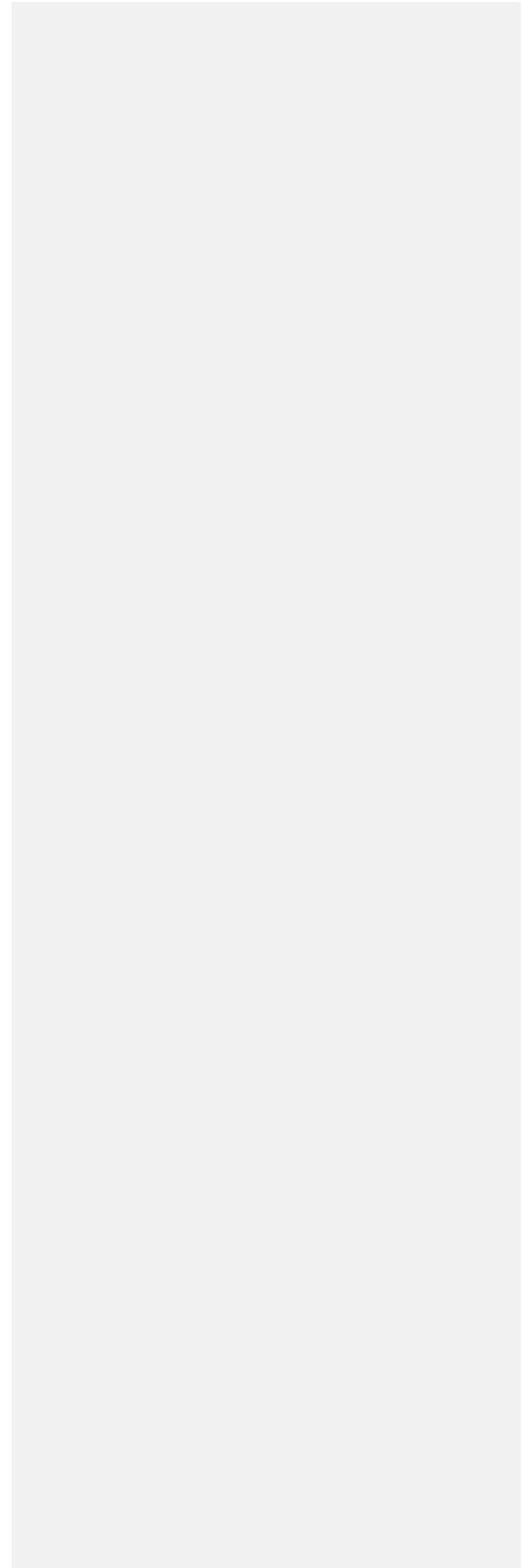
# EXHIBIT A



**CARES Act Funds Distribution**

<b>FUNDS</b>	
CARES Funds	\$134,262,393
<b>TOTAL FUNDS</b>	<b>\$134,262,393</b>
<b>PROPOSED DETAIL BUDGET</b>	
Budget Contingency	\$13,426,239
City Budget Allotment (\$55 per capita of 2019 Census)	
Arcola	\$137,060
Beasley	\$36,465
Fairchilds Village	\$67,320
Fulshear	\$659,450
Katy	\$118,745
Kendleton	\$21,835
Meadows Place	\$253,935
Missouri City	\$3,763,760
Needville	\$169,235
Orchard	\$22,385
Pearland	\$56,155
Pleak	\$88,605
Richmond	\$661,815
Rosenberg	\$2,093,355
Simonton	\$48,345
Stafford	\$990,165
Sugar Land	\$6,523,000
Thompsons	\$18,535
Weston Lakes	\$210,100
Reimbursement to Fort Bend County for eligible COVID-19 expenses to date	\$7,000,000
FBC Health & Human Services Testing, Tracking, Treatment, Communications, Personnel	\$20,395,889
Office of Emergency Management	\$3,000,000
Fort Bend County Facility Renovation and Sanitization	\$5,000,000
Rental assistance for persons affected by COVID-19:	
(Phase 1) June-July	\$6,500,000
(Phase 2) August-September	\$6,500,000
(Phase 3) October-November	\$6,500,000
PPE Distribution to County Residents	\$5,000,000
Reimbursement to Local Hospitals and Clinics for uncompensated care due to COVID-19	\$15,000,000
Health Services provided by Political Subdivisions	\$1,000,000
Small Business COVID-19 Mitigation Grant Program	\$22,000,000
Food/Nutrition Distribution Program	\$5,000,000
Utility Assistance Program	\$2,000,000
<b>TOTAL PROPOSED DETAIL BUDGET</b>	<b>\$134,262,393</b>

# EXHIBIT B



**FORT BEND COUNTY LOCAL GOVERNMENTS  
Personnel and Equipment Log  
Event: 2019 nCoV Public Health Event**

LAST NAME, FIRST \_\_\_\_\_ LOCAL GOVERNMENT \_\_\_\_\_

DEPT. NAME \_\_\_\_\_

Supervisor Name \_\_\_\_\_

START TIME \_\_\_\_\_

DATE \_\_\_\_\_

END TIME \_\_\_\_\_

TOTAL HOURS WORKED \_\_\_\_\_

*Circle type of work*

EMERGENCY WORK      NORMAL OPERATIONS

	LOCATION:	Work Description
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

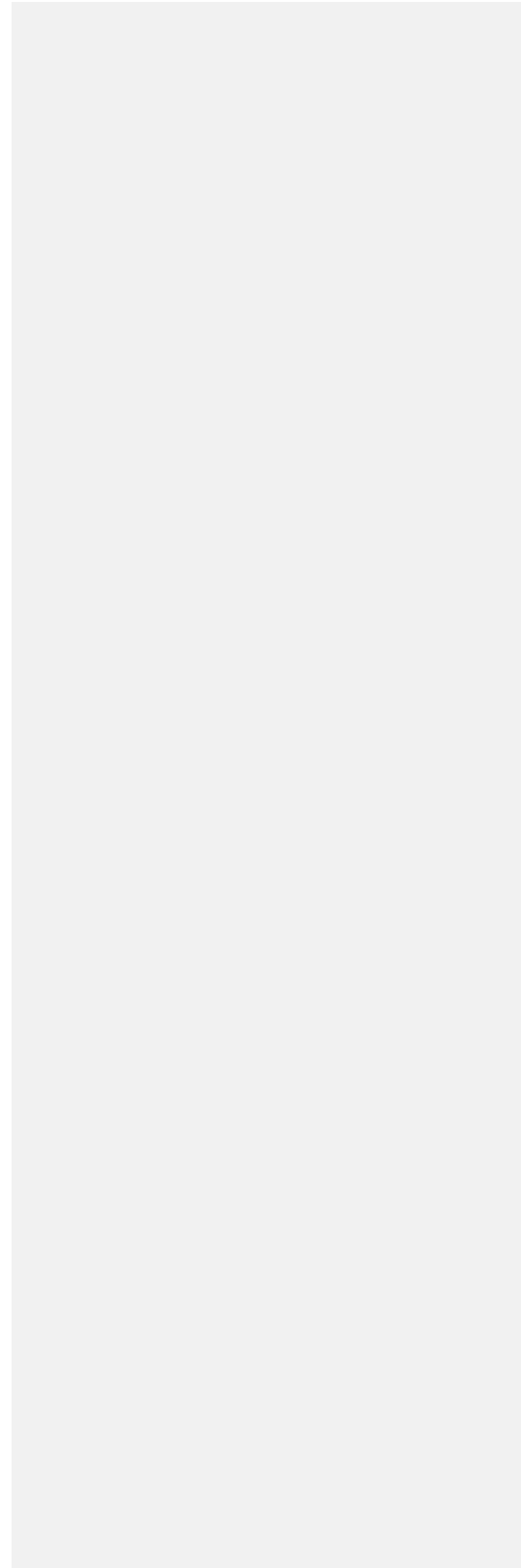
	EQUIPMENT DESCRIPTION / TYPE	FEMA Code	TAG # or ID	Begin Mileage/Hours	End Mileage/Hours	Total Miles/Hours
1						-
2						-
3						-
4						-
5						

	MATERIALS DESCRIPTION	UNITS / QTY	STOCK	Unit Cost	Rental

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

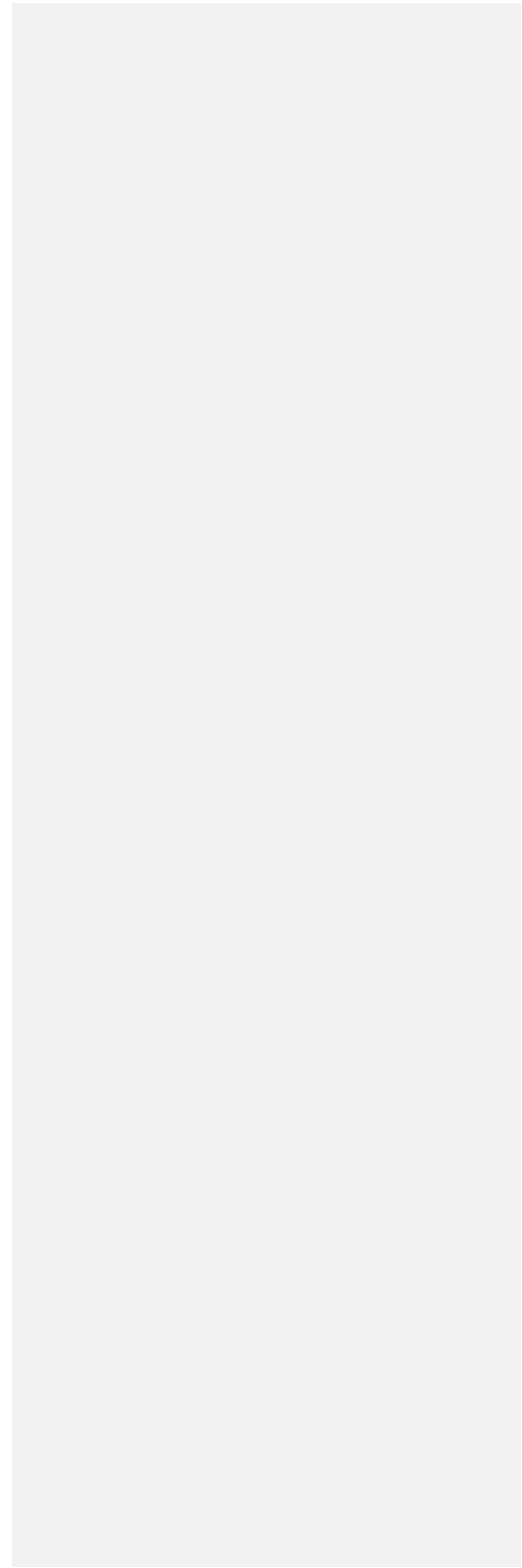
# EXHIBIT C



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# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

600 Morton Street

Monday, June 8, 2020 at 4:30 P.M

- A5. Review and consider taking action on Resolution No. 329-2020, consenting to the annexation of a 116.78-acre tract by Fort Bend County Levee Improvement District no. 6 (former Fort Bend Country Club tract).



## RESOLUTION NO. 329-2020

### A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, GRANTING CONSENT TO FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6 TO ANNEX CERTAIN LAND SITUATED WITHIN THE CITY OF RICHMOND, TEXAS

**WHEREAS**, Fort Bend County Levee Improvement District No. 6 (the "District") was duly created by Order of the Fort Bend County Commissioners Court, dated July 2, 1984, under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and is governed by the provisions of Chapter 49 and 57 of the Texas Water Code, as amended, and

**WHEREAS**, the District has petitioned the City of Richmond (the "City") requesting consent to the annexation into the District of a 116.78-acres tract of land (the "Property") located within the city limits of the City, Fort Bend County, Texas, a copy of such petition is attached hereto as Exhibit "A" and made a part hereof (the "Petition"); and

**WHEREAS**, the Property lies wholly within the city limits of the City of Richmond and within Fort Bend County, Texas; and

**WHEREAS**, Texas Local Government Code, Section 42.042, and Texas Water Code, Section 49.301, provide that land within a municipality or city may not be included within a political subdivision, without the written consent of such municipality or city; and

**WHEREAS**, Petitioners have submitted to the City Commission of the City of Richmond, Texas, the Petition for Consent to Annex Land into Fort Bend County Levee Improvement District No. 6; and

**WHEREAS**, the City Commission desires to give its consent to the annexation of the approximately 116-78-acre tract of land into the District; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS:**

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Commission of the City of Richmond, Texas, hereby specifically gives its written consent, as provided in Section 42.042, Texas Local Government Code and

Section 49.301, Texas Water Code, to the addition of land to Fort Bend County Levee Improvement District No. 6, located within the city limits of the City of Richmond, the boundaries of said land being described by metes and bounds in Exhibit "A" of the petition attached hereto and made a part hereof for all purposes.

Section 3. The consent to annex granted hereby is subject to the following:

- a. the covenants and conditions set forth in Exhibit B of the petition attached hereto and made a part hereof for all purposes;
- b. that the District shall notify the City of all of its meetings of the Board of Directors, stating the date, time and place of same along with the agenda of said meeting; and
- c. that the District shall furnish minutes of said meetings to the City.

Section 4. Any and all resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. This Resolution shall take effect immediately from and after its passage and approval by the City Commission of the City of Richmond, Texas.

Passed, approved and resolved this 15<sup>th</sup> day of June 2020.

\_\_\_\_\_  
Evalyn Moore, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Laura Scarlato, City Secretary

\_\_\_\_\_  
Gary W. Smith, City Attorney

# ATTACHMENT

PETITION FOR CONSENT TO ANNEX LAND INTO  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND     §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
RICHMOND, TEXAS:

The undersigned, Fort Bend County Levee Improvement District No. 6 (the "District"), and HW 589 HOLDINGS LLC, a Delaware limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 57, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Commission of the City of Richmond, Texas, (the "City") for its written consent to the annexation by the District of the 116.78-acre tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a levee improvement district duly created on July 2, 1984, by order of the Fort Bend County Commissioners Court under the authority of Article XVI, Section 59 of the Texas Constitution and is governed by the provisions of Chapters 49 and 57, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District. The Petitioner represents that Trustmark National Bank, a national banking association, is the only lienholder on the Land.

III.

The Land is situated wholly within Fort Bend County, Texas, and within the exclusive extraterritorial jurisdiction of the City. All of the territory proposed to be annexed may properly be annexed into the District.

IV.

The general nature of the work to be done in the area sought to be annexed into the District is the construction, acquisition, maintenance and operation of a levee system and drainage facilities.

797619



V.

There is, for the following reasons, a necessity for the above-described work. The Land proposed to be annexed into the District, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Fort Bend County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the area sought to be annexed to the District an adequate levee system and drainage facilities, and it is not presently economically feasible for the area sought to be annexed to provide for such a system itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of a levee system, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such levee system, so as to promote the public health and welfare of the community.

VI.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land sought to be annexed is \$5,300,000.

VII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]









HW 589 HOLDINGS LLC, a Delaware limited liability company

By: JOHNSON HW INVESTORS LLC, a Texas limited liability company, its Managing Member

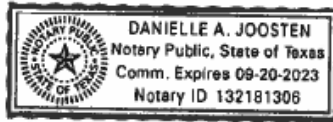
By: *[Signature]*  
Name: F.W. Reichert III  
Title: Vice President

THE STATE OF TEXAS       §  
  §  
COUNTY OF Fort Bend   §

This instrument was acknowledged before me on this 4th day of May, 2020, by Danielle Joosten of JOHNSON HW INVESTORS LLC, a Texas limited liability company, the Managing Manager of HW 589 HOLDINGS LLC, a Delaware limited liability company, on behalf of said limited liability companies.

*[Signature]*  
Notary Public, State of Texas

(NOTARY SEAL)



**Attachment:**  
**Exhibit A:** Description of the Land  
**Exhibit B:** Conditions of the City

797619



EXHIBIT A

Page 1 of 5 Pages

County: Fort Bend  
Project: Veranda  
C.I. No.: 1244-19R  
Job Number: 2007081

**FIELD NOTES FOR 116.78 ACRES**

Being a 116.78 acre tract of land located in the Jane H. Long Survey, A-55, in Fort Bend County, Texas; said 116.78 acre tract being all of a call 115.10 acre tract of land recorded in the name of HW 589 Holdings LLC, in Clerk's File Number 2017113796 of the Official Records of Fort Bend County (O.R.F.B.C.) and all of a call 1.68 acre tract of land recorded in the name of HW 589 Holdings LLC, in Clerk's File Number 2020012307 of the O.R.F.B.C.; said 116.78 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the west line of Del Webb-Richmond Section Five, a subdivision recorded in Plat Number 20110167 of the Fort Bend County Plat Records (F.B.C.P.R.) and based on the Texas Coordinate System, South Central Zone):

**Beginning** at a 1-1/2-inch iron pipe found for the northeast corner of said 115.10 acre tract and the southeast corner of a call 1.108 acre Houston Lighting and Power Company (HL&P) Fee Strip recorded in Volume 386, Page 119 of the Fort Bend County Deed Records (F.B.C.D.R.), same being on the west line of a call 6.716 acre HL&P Fee Strip recorded in Volume 386, Page 303 and Volume 386, Page 308 of the F.B.C.D.R.;

1. Thence, with the common line of said 115.10 acre tract and said 6.716 acre Fee Strip, South 22 degrees 53 minutes 23 seconds West, at a distance of 290.99 feet passing a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the southwest corner of said 6.716 acre Fee Strip and the northwest corner of a call 35.83 acre tract of land recorded in Clerk File Number 2015128843 of the O.R.F.B.C., in all, a total distance of 369.86 feet to a 3/4-inch iron pipe found at the northwest corner of said Del Webb-Richmond Section Five;
2. Thence, with the common line of said 115.10 acre tract and said Del Webb-Richmond Section Five, South 23 degrees 10 minutes 15 seconds West, at a distance of 212.61 feet passing a common corner of said subdivision and Del Webb-Richmond Section Five B, a subdivision recorded in Plat Number 20110202 of the F.B.C.P.R., at a distance of 833.31 feet passing a common corner of said subdivision and Del Webb-Richmond Section Four, a subdivision recorded in Plat Number 20120212 of the F.B.C.P.R., in all, a total distance of distance of 916.68 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;



3. Thence, with the common line of said 115.10 acre tract and said Del Webb-Richmond Section Four, South 23 degrees 31 minutes 29 seconds West, a distance of 425.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at an interior corner of aforesaid 1.68 acre tract;

Thence, with the interior lines of said 1.68 acre tract, the following six (6) courses:

4. North 75 degrees 44 minutes 40 seconds West, a distance of 673.83 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
5. South 20 degrees 18 minutes 48 seconds West, a distance of 218.53 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
6. South 06 degrees 35 minutes 44 seconds East, a distance of 58.58 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
7. 37.23 feet along the arc of a curve to the right, said curve having a central angle of 42 degrees 40 minutes 04 seconds, a radius of 50.00 feet and a chord that bears South 75 degrees 56 minutes 23 seconds East, a distance of 36.38 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
8. North 35 degrees 23 minutes 39 seconds East, a distance of 12.05 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
9. South 75 degrees 59 minutes 25 seconds East, a distance of 598.67 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found on the common line of said 1.68 acre tract and Del Webb-Richmond Section One, Replat No.1, a subdivision recorded in Plat Number 20110078 of the F.B.C.P.R.;
10. Thence, with the common line of said 1.68 acre tract, said subdivision and with the east line of aforesaid 115.10 acre tract, South 15 degrees 31 minutes 22 seconds West, a distance of 412.35 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the common corner of said Del Webb-Richmond Section One, Replat No.1 and Del Webb-Richmond Section One-B Amended Plat, a subdivision recorded in Plat Number 20110139 of the F.B.C.P.R.;
11. Thence, with the common line of said 115.10 acre tract and said Del Webb-Richmond Section One-B Amended Plat, North 67 degrees 43 minutes 36 seconds West, at a distance of 199.20 feet passing the common north corner of said subdivision and Del Webb-Richmond Section One-C, a subdivision recorded in Plat Number 20110088 of the F.B.C.P.R., in all, a total distance of 1,124.85 feet to a 3/4-inch iron pipe found at the northwest corner of said Del Webb-Richmond Section One-C;





12. Thence, with the common line of said 115.10 acre tract and said subdivision, South 45 degrees 32 minutes 48 seconds West, a distance of 368.25 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found at the southwest corner of said subdivision, same being on the northeast Right-of-Way (R.O.W.) line of F.M. 762 (100-foot wide);
13. Thence, with said northeast R.O.W. line, North 36 degrees 58 minutes 48 seconds West, a distance of 1018.76 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
14. Thence, continuing with said northeast R.O.W. line, North 34 degrees 45 minutes 57 seconds West, a distance of 167.16 feet to a 3/4-inch iron pipe found at the common south corner of said 115.10 acre tract, a call 2.170 acre tract of land recorded in Clerk's File Number 2011125866 of the O.R.F.B.C., and a call 4.411 acre tract of land recorded in Volume 854, Page 120 of the F.B.C.D.R.;

Thence, with the common line of said 115.10 acre tract and said 2.170 acre tract, the following three (3) courses:

15. North 55 degrees 14 minutes 43 seconds East, a distance of 334.43 feet to a 5/8-inch iron rod found;
16. North 24 degrees 07 minutes 24 seconds East, a distance of 235.87 feet to a 5/8-inch iron rod found;
17. North 02 degrees 56 minutes 30 seconds West, a distance of 378.48 feet to a 5/8-inch iron rod found at the common north corner of said 115.140 acre tract, said 2.170 acre tract and said 4.411 acre tract, same being a south corner of a call 3.025 acre HL&P Fee Strip recorded in Volume 387, Page 465 of the F.B.C.D.R.;
18. Thence, with the common line of said 115.10 acre tract and said 3.025 acre Fee Strip, North 24 degrees 08 minutes 42 seconds East, a distance of 1,244.90 feet to a 3/4-inch iron pipe found;
19. Thence, continuing with said common line, South 69 degrees 59 minutes 47 seconds East, a distance of 522.35 feet to a 2-inch iron pipe found for a common corner of said 3.025 acre Fee Strip and a call 0.835 acre HL&P Fee Strip recorded in Volume 383, Page 588 of the F.B.C.D.R.;
20. Thence, with the common line of said 115.10 acre tract and said 0.835 acre Fee Strip, South 65 degrees 08 minutes 00 seconds East, a distance of 498.42 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;

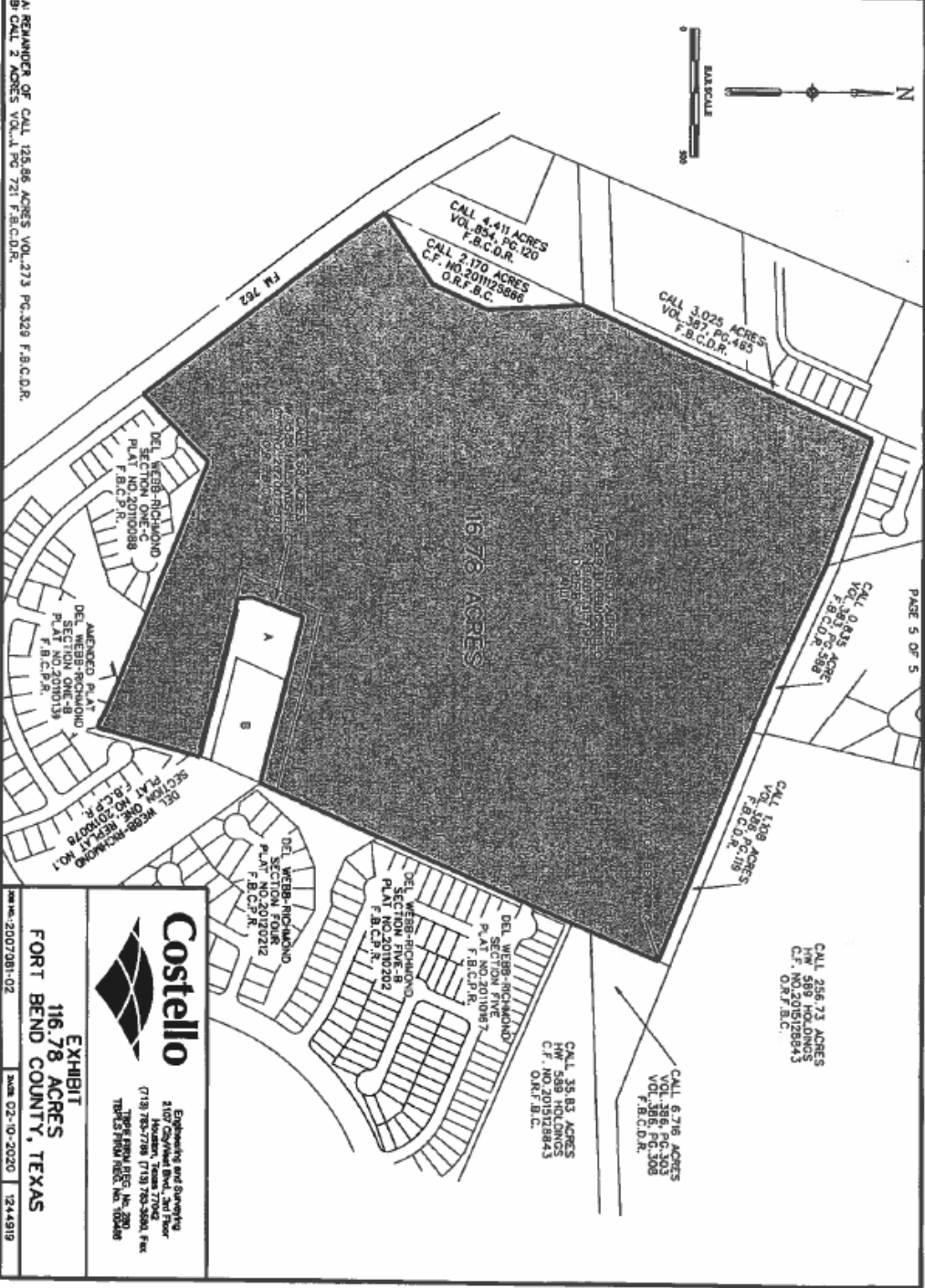


21. Thence, continuing with said common line, South 68 degrees 06 minutes 27 seconds East, at a distance of 213.028 feet passing the common corner of said 0.835 acre Fee Strip and aforesaid 1.108 acre Fee Strip, in all, a total distance of 1,176.75 feet to the **Point of Beginning** and containing 116.78 acres of land.





A REMAINDER OF CALL 120,98 ACRES VOL.273 PG.329 F.B.C.D.R.  
BY CALL 2 ACRES VOL.4 PG.721 F.B.C.D.R.



**Costello**  
 Engineering and Surveying  
 1107 Cypress Blvd., 2nd Floor  
 Houston, Texas 77042  
 (713) 783-7798 (713) 783-3800, Fax  
 T:813.783.3800  
 TEXAS PROFESSIONAL REG. NO. 200  
 T:813.783.3800 REG. NO. 102488

**EXHIBIT**  
**116.78 ACRES**  
**FORT BEND COUNTY, TEXAS**

JOB NO.: 2007081-02      DATE: 02-10-2020      1244919



## EXHIBIT B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Richmond, Texas (the "City"), or otherwise acquiring drainage facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem said bonds on any payment date subsequent to the 15<sup>th</sup> anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than 45 days after notice of sale of the bonds is given.

(b) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and landowners will submit to the City all plans and specifications for the construction of drainage facilities to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will comply with the City' standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the City Manager, stating the date that such construction will be commenced. The construction of the District's drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City's representative, may make periodic on-the-ground inspections.

(c) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of a plat which will be duly recorded in the Plat Records of Fort Bend County, Texas, and otherwise comply with the rules and regulations of the City.

773604





CERTIFICATE

THE STATE OF TEXAS           §  
  §  
COUNTY OF Fort Bend       §

I, the undersigned Secretary of the Board of Directors of Fort Bend County Levee Improvement District No. 6, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Consent To Annex Land Into Fort Bend County Levee Improvement District No. 6 that was filed with the Board of Directors of the District on May 18, 2020.

WITNESS MY HAND AND SEAL OF SAID DISTRICT this 18th day of May, 2020.

FORT BEND COUNTY LEVEE  
IMPROVEMENT DISTRICT NO. 6

By: Gunda Jael  
Secretary, Board of Directors





# ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER  
3200 SOUTHWEST FREEWAY  
SUITE 2600  
HOUSTON, TEXAS 77027  
TEL (713) 860-6400  
FAX (713) 860-6401  
abhr.com

Direct Line: (713) 800-8470  
Direct Fax: (713) 800-1170

mheyne@abhr.com

Merry Heyne  
Legal Assistant

May 20, 2020

BY FEDERAL EXPRESS

Ms. Terri Vela  
City Manager  
City of Richmond  
402 Morton  
Richmond, TX 77469

Re: Proposed Annexation of Land by Fort Bend County Levee Improvement  
District No. 6 (the "LID")

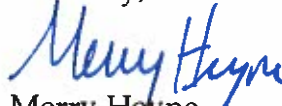
Dear Ms. Vela:

The LID requests the City of Richmond's consent to the annexation of 116.78 acres from HW 589 Holdings LLC into the LID. Enclosed are the following:

- (1) Petition for Consent to Annex Land executed by the LID and HW 589 Holdings LLC; and
- (2) Draft of Resolution consenting to the annexation, for your convenience.

The LID has examined the feasibility of the annexation and has concluded that it is in the best interest of all parties to proceed with it. Please place the petition on the next City Commission agenda for approval. If you have any questions regarding this request for City consent to the annexation into the LID, please let me know.

Sincerely,



Merry Heyne  
Legal Assistant

Enclosures

cc: Angela Lutz (Firm)

PETITION FOR CONSENT TO ANNEX LAND INTO  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 6

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF  
RICHMOND, TEXAS:

The undersigned, Fort Bend County Levee Improvement District No. 6 (the "District"), and HW 589 HOLDINGS LLC, a Delaware limited liability company (the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 57, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Commission of the City of Richmond, Texas, (the "City") for its written consent to the annexation by the District of the 116.78-acre tract of land described by metes and bounds in Exhibit A (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a levee improvement district duly created on July 2, 1984, by order of the Fort Bend County Commissioners Court under the authority of Article XVI, Section 59 of the Texas Constitution and is governed by the provisions of Chapters 49 and 57, Texas Water Code.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Fort Bend Central Appraisal District. The Petitioner represents that Trustmark National Bank, a national banking association, is the only lienholder on the Land.

III.

The Land is situated wholly within Fort Bend County, Texas, and within the exclusive extraterritorial jurisdiction of the City. All of the territory proposed to be annexed may properly be annexed into the District.

IV.

The general nature of the work to be done in the area sought to be annexed into the District is the construction, acquisition, maintenance and operation of a levee system and drainage facilities.

V.

There is, for the following reasons, a necessity for the above-described work. The Land proposed to be annexed into the District, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Fort Bend County, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the area sought to be annexed to the District an adequate levee system and drainage facilities, and it is not presently economically feasible for the area sought to be annexed to provide for such a system itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of a levee system, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such levee system, so as to promote the public health and welfare of the community.

VI.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land sought to be annexed is \$5,300,000.

VII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in Exhibit B, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED this 18th day of May, 2020.

FORT BEND COUNTY LEVEE  
IMPROVEMENT DISTRICT NO. 6

By: [Signature]  
Name: Gary Pochylo  
Title: President

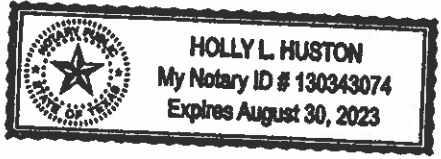
ATTEST:

By: [Signature]  
Name: Linda Anne Jack  
Title: Secretary



THE STATE OF TEXAS           §  
  §  
COUNTY OF Fort Bend       §

This instrument was acknowledged before me on this 18th day of May, 2020, by Gary Pochylo as President and Linda Anne Jack as Secretary, of the Board of Directors of Fort Bend County Levee Improvement District No. 6, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

[Signature]  
Notary Public, State of Texas

HW 589 HOLDINGS LLC, a Delaware limited liability company

By: JOHNSON HW INVESTORS LLC, a Texas limited liability company, its Managing Member

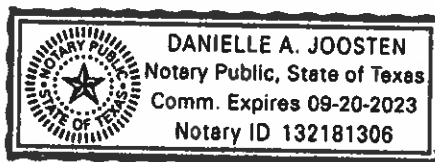
By: *F.W. Relchoff III*  
Name: F.W. Relchoff III  
Title: Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Fort Bend       §

This instrument was acknowledged before me on this 4<sup>th</sup> day of May, 2020, by Danielle Joosten of JOHNSON HW INVESTORS LLC, a Texas limited liability company, the Managing Manager of HW 589 HOLDINGS LLC, a Delaware limited liability company, on behalf of said limited liability companies.

*Danielle Joosten*  
Notary Public, State of Texas

(NOTARY SEAL)



**Attachment:**  
**Exhibit A:** Description of the Land  
**Exhibit B:** Conditions of the City

EXHIBIT A

Page 1 of 5 Pages

County: Fort Bend  
Project: Veranda  
C.I. No.: 1244-19R  
Job Number: 2007081

**FIELD NOTES FOR 116.78 ACRES**

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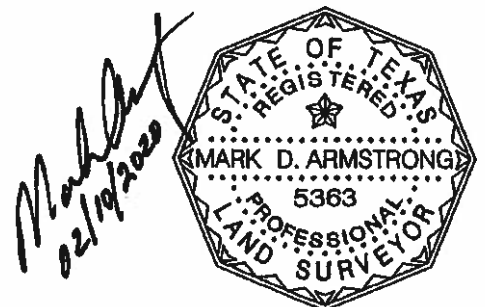
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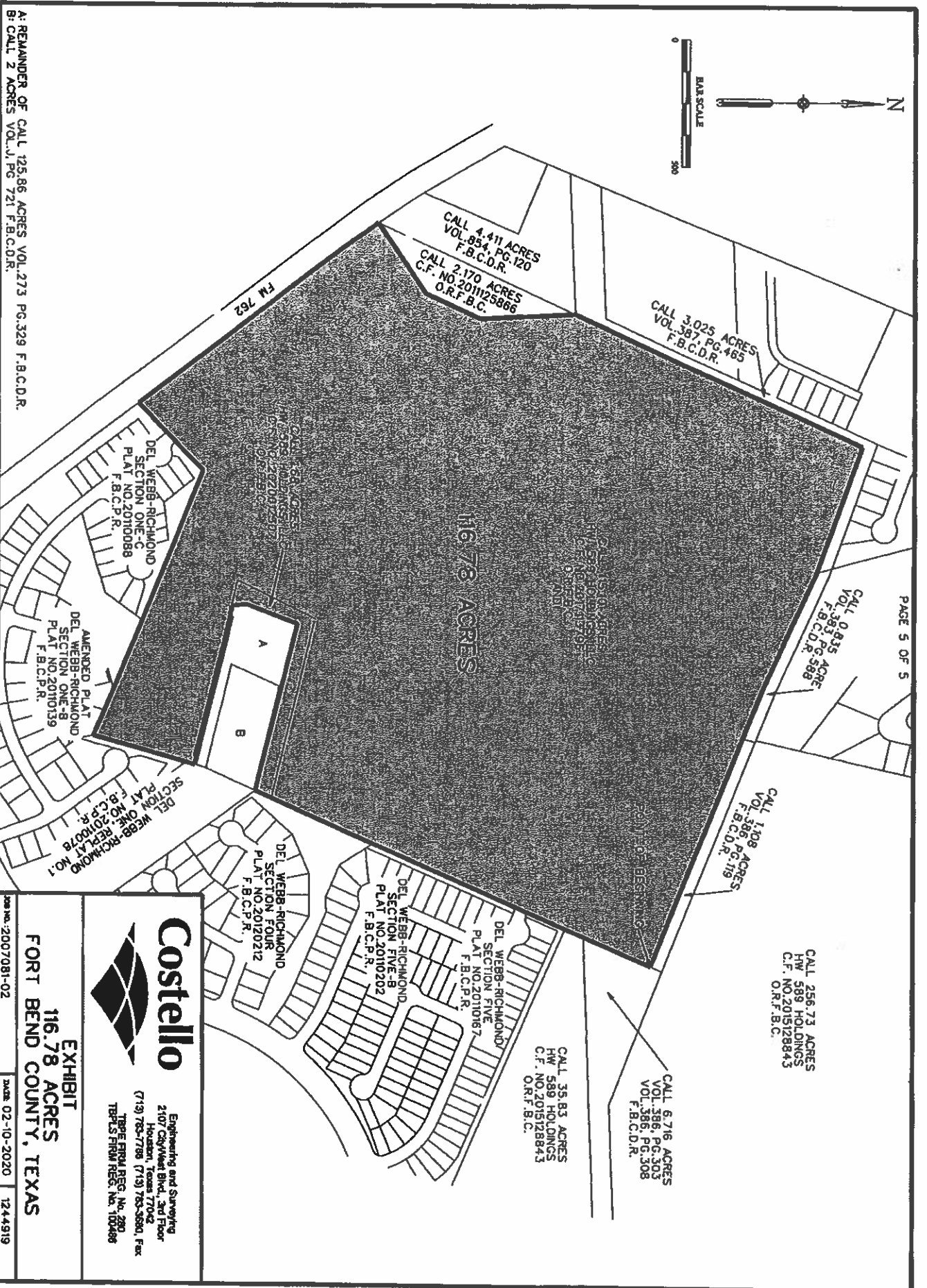
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A: REMAINDER OF CALL 125.86 ACRES VOL.273 PG.329 F.B.C.D.R.  
B: CALL 2 ACRES VOL.11 PG.721 F.B.C.D.R.



**Costello**  
Engineering and Surveying  
2107 CityWest Blvd., 3rd Floor  
Houston, Texas 77042  
(713) 783-7788 (713) 783-5850 Fax  
TERRA FIRM REG. No. 209  
TERRA FIRM REG. No. 100486

**EXHIBIT**  
116.78 ACRES  
FORT BEND COUNTY, TEXAS

JOB NO.: 2007081-02      DATE: 02-10-2020      1244919

## EXHIBIT B

(a) Bonds will be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Richmond, Texas (the "City"), or otherwise acquiring drainage facilities, or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same within or without the boundaries of the District. Such bonds will expressly provide that the District reserves the right to redeem said bonds on any payment date subsequent to the 15<sup>th</sup> anniversary of the date of issuance without premium and will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than 45 days after notice of sale of the bonds is given.

(b) Before the commencement of any construction within the District, the District, its directors, officers, or the developers and landowners will submit to the City all plans and specifications for the construction of drainage facilities to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform exactly to the specifications of the City. All water service lines and sewer service lines, lift stations, sewage treatment facilities, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications. Prior to the construction of such facilities within the District, the District or its engineer will give written notice by registered or certified mail to the City Manager, stating the date that such construction will be commenced. The construction of the District's drainage facilities will be in accordance with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City's representative, may make periodic on-the-ground inspections.

(c) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the City of a plat which will be duly recorded in the Plat Records of Fort Bend County, Texas, and otherwise comply with the rules and regulations of the City.

CERTIFICATE

THE STATE OF TEXAS           §  
  §  
COUNTY OF Fort Bend       §

I, the undersigned Secretary of the Board of Directors of Fort Bend County Levee Improvement District No. 6, do hereby certify that the attached and foregoing is a true and correct copy of the Petition For Consent To Annex Land Into Fort Bend County Levee Improvement District No. 6 that was filed with the Board of Directors of the District on May 18, 2020.

WITNESS MY HAND AND SEAL OF SAID DISTRICT this 18th day of May, 2020.

FORT BEND COUNTY LEVEE  
IMPROVEMENT DISTRICT NO. 6

By: Yvonne Jacobs  
Secretary, Board of Directors





# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

600 Morton Street

Monday, June 8, 2020 at 4:30 P.M

- A6. Staff presentation and discussion on the Development Agreement between the City of Richmond and HW 589 Holdings LLC., and the City of Richmond (Veranda Development Agreement).



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: June 8, 2020**

**Staff Review:**

City Manager \_\_\_\_\_  
City Attorney \_\_\_\_\_  
Finance \_\_\_\_\_  
Fire Department \_\_\_\_\_  
Police Department \_\_\_\_\_  
Public Works \_\_\_\_\_

**AGENDA ITEM: A6.**

**SUBMITTED BY: Jose Abraham, Planning Director  
Planning Department**

**SYNOPSIS**

This is an agenda request for a staff presentation to provide a general discussion on the Veranda Development Agreement (DA). The staff intends to provide an overview of the DA and highlight various components of it, especially the development standards.

**COMPREHENSIVE PLAN 2017 GOALS ADDRESSED**

D.2. Continuously re-evaluate the City's incentives, policies and regulations—while at the same time—setting quality and character standards that are compatible with the historic character and future trajectory of the community.

**BACKGROUND**

The DA was entered into on September 15, 2015 between the City of Richmond and HW 589 holdings, for the development of 589.09 tract of land as a master planned, mixed-use community including single family attached & detached residential, multi-family residential, retail, commercial, educational, and recreational use. The development was branded as Veranda. The City is authorized by Section 212.172 of the Texas Local Government Code to enter into this DA. On 21<sup>st</sup> August 2017, this DA was amended and restated to include the provisions and restrictions for an additional adjacent tract of 116.78 acres acquired by the Developer. This inclusion was made to achieve a unified development scheme for both the tracts. *(Please note that this tract was recently annexed and the acreage indicated in the DA is 118.78 acres).* The DA provides long-term foreseeability and efficiency in terms of operation of infrastructure, regulatory requirements, and financing mechanism which are all critical to a high-quality development.



## BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2019 - 2020 FUNDS BUDGETED	FY 2019 - 2020 FUNDS AVAILABLE	AMOUNT REQUESTED
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO   X  

Requested Amendment: N/A  
Budgeted funds estimated for FY 2019 - 2020: N/A

Purchasing Review: N/A  
**Financial/Budget Review: N/A**

FORM CIQ:   N/A  

FORM 1295   N/A  

### SUPPORTING MATERIALS

**A report in support has been submitted by the Planning Department for review by the Mayor and City Commission.**

### STAFF'S RECOMMENDATION

**This is a discussion item and No Recommendation is included.**

City Manager Approval: \_\_\_\_\_

**CITY COMMISSION**

*Staff Report: Discussion on Veranda Development Agreement*

**Agenda Date:** June 8, 2020

**Agenda Item:** A6.

**Agenda Item Subject:** Development Agreement; Veranda Master Planned Community

**Project Description:** This report is intended to provide a summary of the Development Agreement (DA) between the City of Richmond and HW 589 Holdings LLC., for the Veranda Master Planned Community.

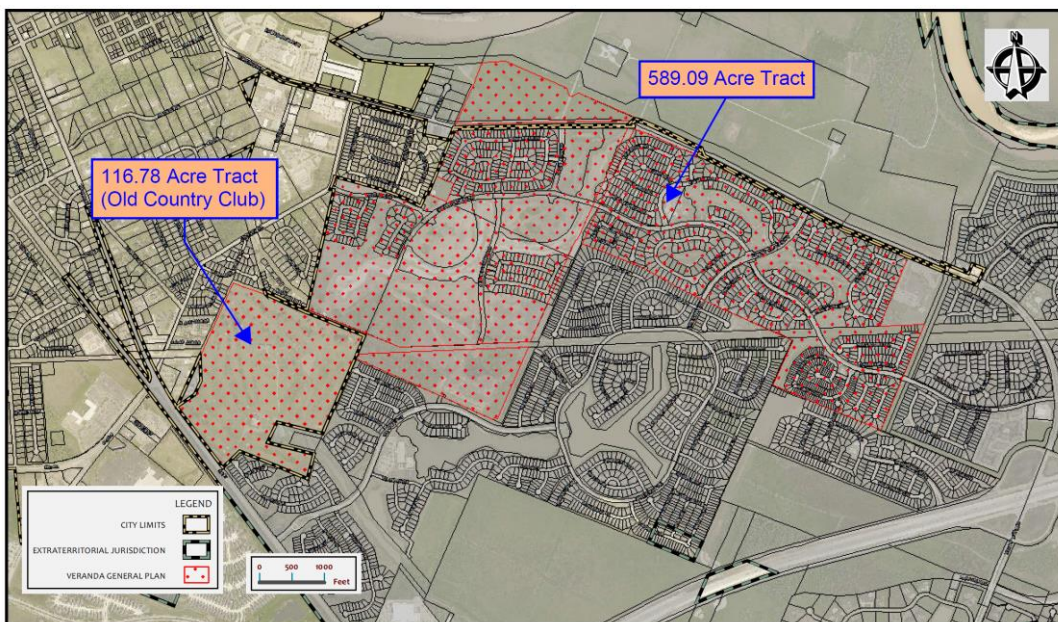
**Project Planner:** Jose Abraham, Planning Director

**BACKGROUND**

On 21<sup>st</sup> September 2015, City of Richmond and HW 589 Holdings LLC. (Developer), entered into a Development Agreement (DA) for the development of 589.09 tract of land as a master planned, mixed-use community including single family attached & detached residential, multi-family residential, retail, commercial, educational, and recreational use. The development was branded as Veranda.

The City is authorized by Section 212.172 of the Texas Local Government Code to enter into this DA.

On 21<sup>st</sup> August 2017, this DA was amended and restated to include the provisions and restrictions for an additional adjacent tract of 116.78 acres acquired by the Developer. This inclusion was made to achieve a unified development scheme for both the tracts. *(Please note that this tract was recently annexed and the acreage indicated in the DA is 118.78 acres)*. The DA provides long-term foreseeability and efficiency in terms of operation of infrastructure, regulatory requirements, and financing mechanism which are all critical to a high-quality development.



### **OVERVIEW OF THE VERANDA DEVELOPMENT AGREEMENT**

The DA includes various provisions, commitments, and restrictions necessary for the successful development of the Veranda property. The DA includes the following general components and is discussed separately in the following sections:

- 1) General Plan and Platting;
- 2) Land use and Density;
- 3) Infrastructure and Utility related provisions;
- 4) Design Standards and Variances;
- 5) Legal and Operational provisions;
- 6) Exhibits.

**GENERAL PLAN AND PLATTING:** A general plan for the overall development was made part of the DA and was subsequently amended (Copy attached). The general plan presents the overall layout of land use and thoroughfares. The DA requires that all subdivisions be platted and that the City reserves the right to notify Developer of inconsistencies within the provisions of the DA. All subdivisions have applied for a Preliminary Plat, followed by a Final plat which gets recorded with the Fort Bend County Clerk's Office. We have witnessed a few instances when a specific subdivision was replatted or amended for minor changes. All plats pertaining to Veranda are reviewed for conformance with the provisions of the DA, Texas Local Government Code, and the approved General Plan. A total of 1341 lots within Thirty sections have been considered, out of which Twenty-five sections have been recorded. Currently we have 630 active residential water connections within Veranda.

**LAND USE AND DENSITY:** Veranda was envisioned as a mixed-use community with single-family residential, multi-family residential, and compatible non-residential uses. Specific land uses permitted in the DA include:

- Single family residential attached & detached,
- Multi-family residential,
- Retail,
- Commercial,
- Office,
- Educational,
- Recreational facilities and Designated open spaces.

In terms of the overall residential density for the Veranda development, the DA allows for the following provisions:

- Maximum number of single-family residential units is **3,004 units**.
- Maximum number of multi-family residential units within the entire development is **721 units**.
- The DA allows for flexibility to respond to changing market conditions and provides for the City to approve a variance to increase the maximum number of units as long as such variance does not exceed 10%.
- If the Developer acquires additional property, the maximum number of units may be proportionately increased based on the ratio of acreage added, though an amendment to the DA.
- Specific Density requirement for individual multi-family development is discussed in a following section.

**INFRASTRUCTURE AND UTILITY PROVISIONS:** The DA establishes infrastructure and utility related provisions for the overall Veranda development. The DA provides requirements and construction standards for infrastructure pertaining to streets, sidewalks, water, wastewater, and drainage services. The provisions are different for the 589.09 tract of land and the additional adjacent tract of 116.78 acres (Former Country Club Tract). The DA also establishes procedural details such as noticing requirements; applicable fees; conveyance mechanism; and review & inspection of infrastructure and utility related construction. Please note the following highlights:

Provisions for the 589.09 Tract

- Based on the provisions of the DA, the tract is in Municipal Utility District #215 (MUD) and Levee Improvement District #6 (LID).
- The City has entered into a Strategic Partnership Agreement with the MUD.
- The Developer is responsible to make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for this tract through public facilities provided by the City, MUD, and the LID.
- The DA allows the Developer to enter into a reimbursement agreement with the MUD and LID as they put value on ground with respect to utility related infrastructure.
- The City operates the water and wastewater related infrastructure.
- All streets and sidewalks are constructed in conformance to the standards of the Development Ordinance in the DA, City's Comprehensive Master Plan, and Fort Bend County's major thoroughfare plan. All eligible costs may be reimbursed by the MUD or LID.

Provisions for the 116.78 Tract (Former Country Club Tract)

- This tract is not annexed into Municipal Utility District #215 (MUD) and the DA requires that the tract be annexed into the City Limits.
- The Developer has asked for consent from the City to annex the tract into the LID.
- The Developer is responsible for the design and construction of the public water supply and distribution, wastewater collection and treatment, and drainage services for this tract.
- The DA allows reimbursement of eligible cost by the City to the Developer as value on ground is added with respect to public infrastructure.
- The City will operate the water and wastewater related infrastructure.
- All streets and sidewalks are constructed in conformance to the standards of the Development Ordinance in the DA, City's Comprehensive Master Plan, and Fort Bend County's major thoroughfare Plan. All eligible costs may be reimbursed by the City.

**DESIGN STANDARDS AND VARIANCES:** The DA was established with the primary goal of achieving high quality development and development standards play an important role in achieving this goal. The development standards captured in the DA are intended to ensure quality, unified development, yet afford the Developer predictability of regulatory requirements and ability to respond to market conditions through out the term of the development. The Development Ordinance as defined in the DA is a combination of variance ordinances and interim regulations established prior to the adoption of the UDC, and The City of Richmond Comprehensive Master Plan. The DA also provides variances to certain aspects

of the ordinances and the interim regulations. The inclusion of the Comprehensive Master Plan as a component of the Development Ordinance allows depending on the provisions of the UDC to determine applicability of some of the requirements of the Development Ordinance. Please note the following highlights of the Development Ordinance:

Single-Family Residential:

- Minimum lot size requirement is **6,000 square feet** with a minimum of **50 foot-wide lots**.
- Minimum density requirement for single family development is **15 units per acre**.
- Maximum number of multi-family residential units within the entire development is **721 units**.
- The DA allows for non-traditional homes with reduced lot sizes at a rate not exceeding **25% of the total homes**. Please see attached exhibit showing total sections platted so far and identifying sections that were approved with reduced lot sizes for non-traditional homes.
- The nontraditional lots platted is presently at **29% of the total number of platted lot** and are at **15% of the total project lots**. Additional regular lots are proposed to be platted in July and the following months and the count will be close to 25% of the platted lots soon.
- Several variances associated with single-family residential development are included in the DA such as:
  1. Reduced lot size requirements of duplex (28 feet width and 100 feet deep) and townhomes (30 feet wide and 100 feet deep);
  2. Reduced setback for Townhouses and Duplexes (15 feet on regular lots and 10 feet for Cul-de-sac lots);
  3. Single-family residential development are exempt from landscaping requirements, however, the Developer follows a planting plan that includes a minimum of one tree per lot and shrubs in the front yard.

Multi-Family Residential:

- Development Agreement allows for a maximum of three-story buildings and allows **up to 300 units per development** at a **density of 20 units per acre**.
- The minimum parking requirement for multi-family development in the DA is based on 2 parking spaces for 1 bedroom units and 3 spaces for 2 bedroom units. Other requirements include minimum parking space and aisle dimensions, parking area planting requirements and hard surface requirement.
- Multi-family developments are required to include a minimum of 30% open space and landscaped area and buffer yard requirements between different land uses.
- Building design requirements include design features such as breaking up rectangular floor plans using varying wall planes, use of balconies, Primary entrance treatments, and varying roof lines, use of masonry as primary exterior finish material. Please note that the DA requires that a Site Development Plan be approved by the City as part of the platting process.
- Several Variances associated with multi-family residential development are included in the DA such as:
  1. Minimum building separation requirement;
  2. Side and rear yard setback requirements.
  3. Total density and intensity requirement from older ordinance, the aforementioned density requirement is based on a variance to requirements from the older ordinances;

Commercial:

Design Standards for Commercial land uses are similar to the current standards of the UDC and include landscaping requirements, building design requirements, and parking requirements. The DA requires that a Site Development Plan be approved by the City as part of the platting process.

Signage and Fence:

All signage within Veranda must meet the requirements of the Interim regulations; and are also allowed additional standard billboard size signs, primarily along major thoroughfares. The City's approval is necessary only if a sign is proposed to be located within the City limits. As a matter of practice, the Developer has provided notice to the City prior to installation of signages. The DA provides a variance to all fence regulation; however, fence materials are limited to masonry, wrought iron, cedar wood.

**LEGAL AND OPERATIONAL PROVISIONS:** The DA includes several standard legal and operational provisions for the City and the Developer that apply in the due course of the development. Please note the following important provisions:

- Specific provisions for construction plan reviews and inspection of buildings and public infrastructure and utility related constructions. (The City conducts plumbing inspection on houses and public infrastructure related construction).
- The DA will terminate 30 years from the effective date and requires that all applicable infrastructure facilities be conveyed to the City no later than 30 days prior to the termination date. The termination of the DA must be recorded in the real property records of Fort Bend county and a reason of termination be included.
- Provisions pertaining to the designated Mortgagee.
- Provision and procedural requirements for the amendment of the DA if needed.
- The provisions of the DA are binding upon the Developer and any successors and assigns.
- Procedural details with respect to notices between the City and the Developer.
- The DA provides for the amendment of the DA if a change in State or Federal Law makes it impossible for the City and Developer to perform their obligations.
- The DA provides specific details and examples of actions by the City or Developer that would result in material breach of the agreement.

**EXHIBITS:** The DA includes the following exhibits:

- A: Description of the 589.09 acre Tract;
- A-1: Description of the 116.78 acre tract;
- B: City of Richmond Comprehensive Master Plan;
- C: City of Richmond Interim Regulation;
- D: General Plan for the Veranda Development;
- E: Major Thoroughfare Plan;
- F: City of Richmond Trails Master Plan;
- G: Variances to the Interim Regulations and older development regulations related Ordinances;

- G-1: Lot layout for Duplexes and Patio Homes;
- H: Sign Ordinance;
- I: Costs pertaining to Additional Facilities (as defined in the DA);
- J: Form of Utility Commitment Letter.

***\*Please note that the intent of this report is to provide a general overview of the Veranda DA and it does not capture all the details laid out in the DA.***

-----*End of Report*-----



# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

600 Morton Street

Monday, June 8, 2020 at 4:30 P.M

- A7. Staff presentation and discussion on Multi-family development with a focus on provisions and requirements within the Unified Development Code (UDC).





**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: June 8, 2020**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM: A7.**

**SUBMITTED BY: Jose Abraham, Planning Director  
Planning Department**

**SYNOPSIS**

Review and consider a report intended to provide general discussion on multi-family housing development with a focus on provisions and requirements within the Unified Development Code (UDC). The report also discusses UDC requirements for higher density residential development in the form of Single-family attached duplex, triplex, and townhouse type developments.

**COMPREHENSIVE PLAN 2014 GOALS ADDRESSED**

D.2. Continuously re-evaluate the City's incentives, policies and regulations—while at the same time—setting quality and character standards that are compatible with the historic character and future trajectory of the community.

**BACKGROUND**

At the regular City Commission Meeting held on May 18, 2020 staff discussed the issue of parking requirements for multi-family development. As developers are considering new multi-family development projects within Richmond's Extra Territorial Jurisdiction, the City Commission expressed the need for a discussion on the current policies and regulations pertaining to multi-family development. The attached report provides a general overview on housing trends in the Houston area and discusses policy and requirements in the UDC pertaining to Multi-family development.

**BUDGET ANALYSIS**

<b>FUNDING SOURCE</b>	<b>ACCOUNT NUMBER</b>	<b>PROJECT CODE/NAME</b>	<b>FY 2019 - 2020 FUNDS BUDGETED</b>	<b>FY 2019 - 2020 FUNDS AVAILABLE</b>	<b>AMOUNT REQUESTED</b>
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO  X

Requested Amendment: N/A  
Budgeted funds estimated for FY 2019 - 2020: N/A

Purchasing Review: N/A  
**Financial/Budget Review: N/A**

FORM CIQ:  N/A

FORM 1295  N/A

**SUPPORTING MATERIALS**

**A report and a map in support has been submitted by the Planning Department for review by the Mayor and City Commission.**

**STAFF'S RECOMMENDATION**

**This is a discussion item and No recommendation is included.**

City Manager Approval: \_\_\_\_\_



**CITY COMMISSION**  
*Staff Report: Multi-Family Development*

**Agenda Date:** June 8, 2020

**Agenda Item:** A7.

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**Agenda Item Subject:** Multi-family Development and Single Family attached development.

**Project Description:** This report is intended to provide a discussion on multi-family development with a focus on provisions and requirements within the Unified Development Code (UDC).

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**Project Planner:** Jose Abraham, Planning Director

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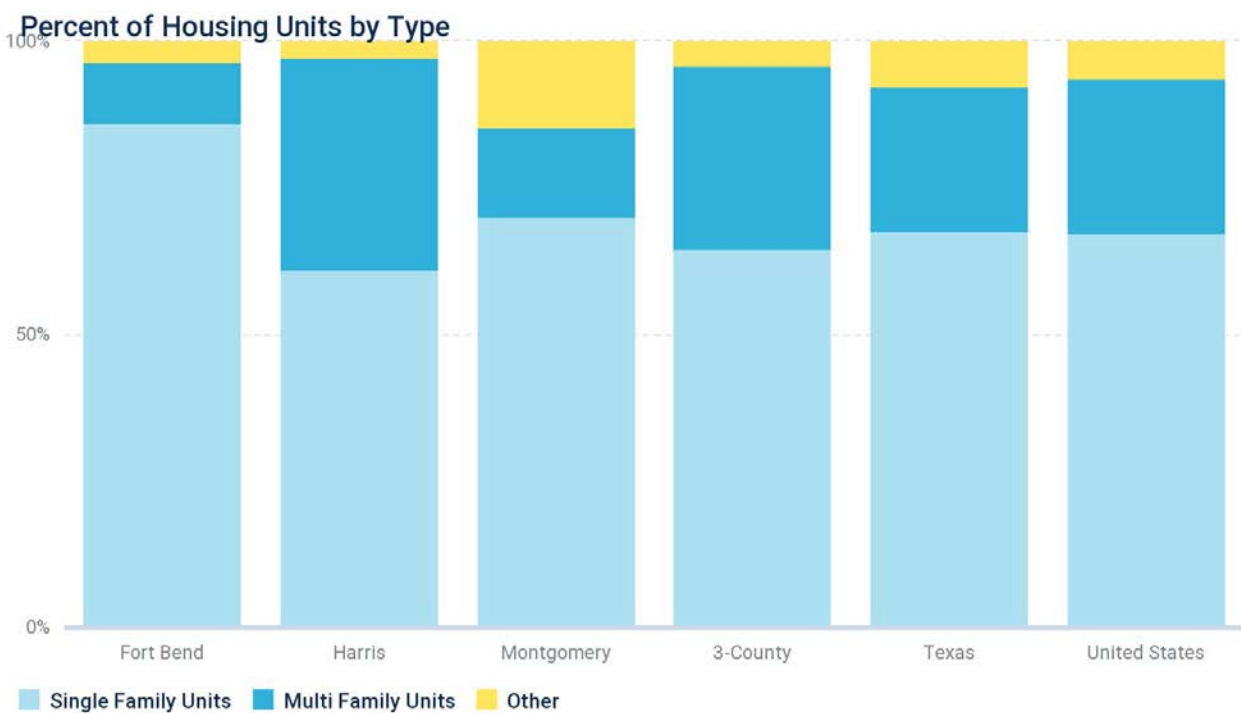
**INTRODUCTION**

Housing is one of the most critical component of building successful cities and communities. Planning for housing is ever-evolving as it is impacted by factors such as changing demographic and socio-economic trends. “The financial success of early suburbs led to policies that promoted their growth. These policies helped establish the model as the preferred housing form for millions of Americans. Today, suburban areas removed from central cores remain among the most quickly growing parts of the nation and will remain a key part of metropolitan life for decades to come. Despite the persistence of a relatively static view of suburbs, communities are changing rapidly. Residents with diverse demographic and economic backgrounds are forming new preferences.” (*Rice | Kinder, Building Stronger suburbs: Adaptability and Resilience Best Practices from Suburban Houston, 2016*). The dynamics of housing type and density varies across the nation and are determined by factors such as demography; proximity to resources & existing economic centers; land availability; and other socio-political issues. Higher density housing development has been a sensitive subject for a lot of communities in the nation. This has been so, largely, due to ill-planned and poorly designed high-density developments of the past, which evidently failed to be a quality and safe housing option and did not add value to communities economically and aesthetically. This report is intended to provide a general discussion on multi-family housing development, with a focus on provisions and requirements within the Unified Development Code (UDC). The report also briefly discusses the UDC requirements for higher density residential development in the form of single-family attached duplex, triplex, and townhouse type developments.

**HOUSING TRENDS IN THE HOUSTON AREA (KINDER INSTITUTE|RICE UNIVERSITY)**

There is a huge demand for housing in the Houston Metropolitan Area. According to a study by the Kinder Institute of Rice University, there has been a 13% growth in housing supply across Harris County, Fort Bend County, and Montgomery County area from 2010-2017 compared to 9% statewide and 4% nationally. Within the three county-area, most of the residents reside in either a single-family unit or multi-family units. The other category includes mobile homes located in mobile home parks and on individual lots. Single-family homes make up the majority of all housing units. Within the three-county

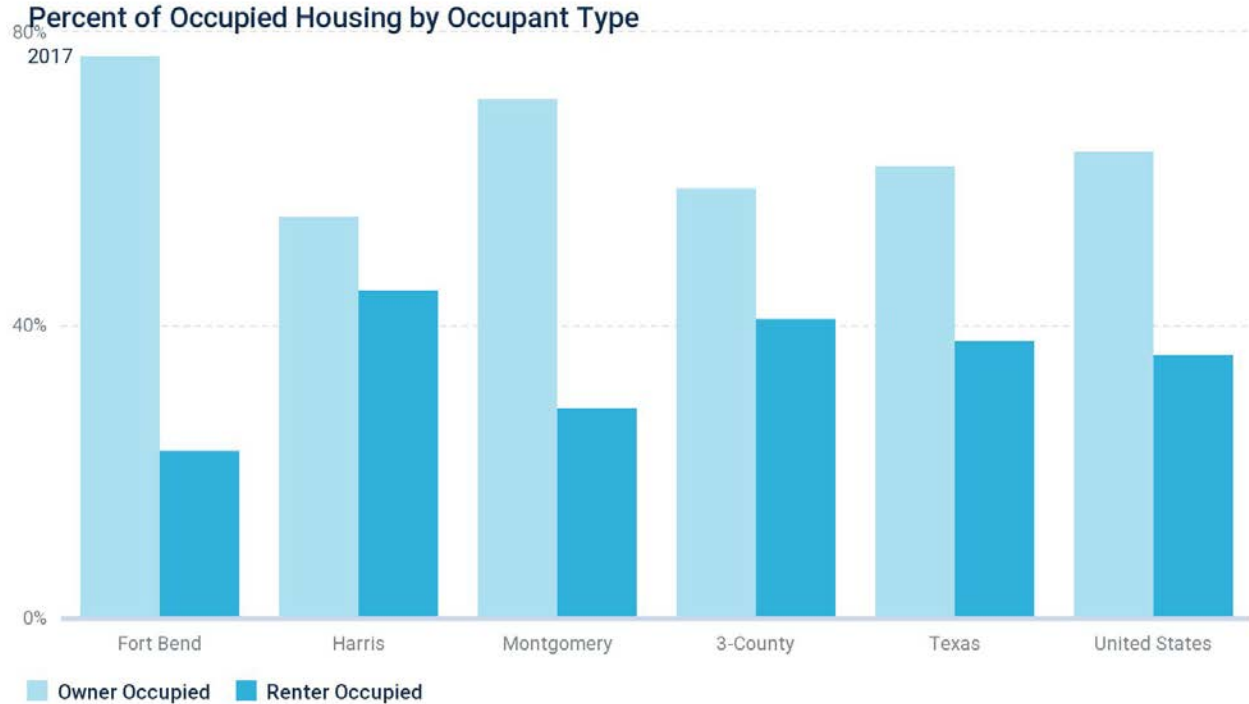
area, Fort Bend and Montgomery counties have a much larger proportion of single-family homes, 86% and 70% respectively, compared to 61% in Harris County (*Please see graph below*). Multi-family housing, which is often an affordable alternative to single-family homes, comprises a smaller proportion of all housing units. While single-family homes in the Houston area grew by 14% from 2010 to 2017, making up 64.8% of area housing, multi-family units across the three-county area comprised just 31.1% of all housing units. Across the three-county area, Harris County has the greatest percentage of multi-family housing, at 36%, compared to only 15.2% in Montgomery County and 10.5% in Fort Bend. However, multi-family units have increased in all three counties, with multi-family stock increasing most rapidly in Montgomery County by 32.9% between 2010 and 2017, followed by Fort Bend County (23.3%) and Harris County (9.8%).



Source: American Community Survey, 2017 1-year estimates.

As of 2017, 59% of occupied housing units in the Houston area were occupied by owners, compared to 62% statewide and 64% nationally. From 2010–17, the percentage of owner-occupied housing units in Houston increased by 12%, compared to 7% statewide and 2% nationally. At the same time, the percentage of renter-occupied households increased by 22% in area, as opposed to 15% statewide and 9% nationally. Breaking down the data by county, 55% of occupied housing units in Harris County were occupied by owners in 2017, compared to 77% in Fort Bend County and 71% in Montgomery County (*Please see graph below*). Between 2010 and 2017, Fort Bend County saw the greatest increase in both homeowners and renters. Owner-occupied households increased by 26% in Fort Bend County, 16% in Montgomery County, and 9% in Harris County. These numbers track with the overall growth rates of new

homes in each of these areas. Renter households increased by 36% in Fort Bend County, 35% in Montgomery County and 20% in Harris County.



Source: American Community Survey, 2010 & 2017 1-year estimates.

Housing affordability and housing cost-burden are important issues too. Housing is the single largest expense for families and households, and over 600,000 households in the Houston area spend too much for housing. Overall, renters have a higher housing-cost burden than homeowners. In the three-county area, nearly a third of all households are housing-cost burdened, spending more than 30% of their monthly income on housing. In Fort Bend County in particular, the average household spends 60% of their income on housing and transportation costs combined. High housing and transportation costs result in fewer resources available for other expenses for families, including investments in health care, savings, educational opportunities, and recreation. Median Home Value in Richmond has increased from \$106,100 in 2013 to \$187,654 in 2019 (ESRI data). In terms of affordability, the affordability index (*ratio between median home value and median household income*) increased from 2.52 to 3.85, indicating lesser affordability.

A recent survey analysis by Kinder Institute shows housing preference of residents between a higher density urban setting and single-family oriented sub-urban setting is 50/50 within the three-county area. Survey data for Fort Bend County on housing preference show that a majority (63%) Fort Bend County residents prefer a single-family home with big yard. Although most of the residents prefer to live in a neighborhood that is a single-family residential area, people who appreciate higher density mixed

development with commercial uses at walkable distance has increased in the past few years, and more people are interested in moving to a more urban area.

### **MULTI-FAMILY DEVELOPMENT POLICY AND REGULATIONS**

Recent years have seen Multi-family developments evolve from being primarily built as a low-income housing option to being developed as a housing choice for all segments of the society. More and more multi-family developments are planned and designed as a quality housing option that offers a quality standard of living at varying rental prices. From a City's perspective, planning for multi-family development is critical due to the following reasons (*primarily*):

- Poorly designed, developed, and maintained multi-family developments may not be a quality housing option and negatively impacts quality of life of citizens.
- Poorly designed, developed, and maintained multi-family developments may result in issues such as overcrowding, traffic related issues, and subsequently impacting property values within communities.
- Poorly designed, developed, and maintained multi-family developments could negatively impact surrounding land uses and could limit the opportunities of economic growth within the area.
- Quality commercial development is dependent upon certain housing thresholds within the area and well planned and designed multi-family developments could help in meeting those thresholds effectively.
- Well-designed multi-family developments improve housing availability, housing affordability, and housing choices, which subsequently fosters demographic diversity and provides a range of socio-economic benefits.

City of Richmond Comprehensive Master Plan (Plan) considers the importance of Multi-family development in achieving socio-economic success as a community. Goal H.6 of the Plan is to **“Offer a variety of housing types, price points, and locations to meet the diverse needs of Richmond’s current and prospective employees.”** The Plan also acknowledges that for multi-family development to be beneficial to the community, it is necessary to carefully plan and design them. This is reflected in the following policy Goals of the Plan:

- D.4. Set aside a balanced mix of residential, civic, and commercial land uses to meet the lifestyle needs of all residents and business owners.
- D.3. Strategically locate higher intensity uses near areas that have sufficient transportation and utility infrastructure capacity to support them, such as commercial, industrial, civic, and multifamily uses.
- D. 10. Design multifamily housing at a density and scale that is compatible with the surrounding neighborhood, available utilities, and roadway capacity. Larger multifamily developments should be located on sites with adequate space for off-street parking, accessory structures, and recreational activity.

The comprehensive plan policies are reflected in the provisions of the UDC which provides a wide range of regulations and requirements for Multi-family development to ensure quality development that benefits the community.

UDC defines Multi-family as follows:

**Multi-family** means buildings that contain three or more dwelling units that:

1. Are accessed from interior elevators or hallways, or from individual exterior entrances (e.g., an apartment complex);
2. Are separated by interior walls and/or floors; and
3. Are intended to be rented, leased, or owned as a condominium by a family.

The term multi-family does not include boarding houses, dormitories, fraternities, sororities, single-family attached, or overnight accommodations (e.g., hotels and motels).

UDC defines Apartment as follows:



**Apartment** means a multi-family building type that is comprised of three or more dwelling units, each having an entrance to a hallway, stairway, or balcony in common with at least one other dwelling unit.

Please note the following provisions and regulations pertaining to Multi-family development in the UDC:

<p><b>LAND USE ALLOWANCE</b></p>	<ul style="list-style-type: none"> <li>• Multi-family apartment buildings are allowed ONLY in the Mixed Use (MU) zoning district as a Limited Use (allowed if the following requirements are met)             <ol style="list-style-type: none"> <li>1. Developed as a Planned Development.</li> <li>2. All units are accessed via interior hallways.</li> <li>3. The design of the apartment buildings shall be in conformance with all applicable provisions of Section 5.1.102, Multi-Family Design Standards.</li> <li>4. The apartment building(s) shall be separated from nonresidential uses by a Type B bufferyard or a minor residential street (see Division 4.4.300, Buffering).</li> <li>5. Parking is located in a parking lot behind the building.</li> </ol> </li> <li>• Multi-family apartment buildings are <b>PROHIBITED</b> in all other residential and non-residential zoning district.</li> <li>• State statutes do not allow cities to regulate land use or density within Extra Territorial Jurisdiction, therefore, multi-family apartments are allowed within the ETJ.</li> <li>• Please see attached map showing all the areas that are zoned MU.</li> </ul> <p><b>Note:</b> The largest property zoned MU within the city limits was rezoned to General Residential in 2018 and is proposed as Mandola Farms single-family residential development.</p>
<p><b>DENSITY / INTENSITY REQUIREMENT</b></p>	<ul style="list-style-type: none"> <li>• UDC requires that all proposed Multi-family development must be a minimum of 5 Acres and a minimum of 250 feet street frontage.</li> <li>• Minimum required size of the Dwelling unit is 1,500 square feet.</li> <li>• Density and intensity are controlled using Floor Area Ratio (FAR) requirements. FAR is the ratio means a measure of the intensity of development of a lot or parcel, which is calculated as by dividing the total floor area on the parcel proposed for development by the base site area.</li> </ul>

<p><b>DENSITY / INTENSITY REQUIREMENT</b></p>	<ul style="list-style-type: none"> <li>• Following are the maximum FAR allowed in the UDC based on number of stories:              1 Story – 0.280              2 Story – 0.335              3 Story – 0.358              4 Story – 0.371</li> <li>• Maximum building height allowed in the MU district is 60 feet. But height for apartment buildings are limited to 35 feet.</li> <li>• (<i>FAR requirement limits the amount of floor area a development can have based on the size of the property and thereby controls total number of units and the height of the building</i>)</li> <li>• If development in the MU district abuts a residential use, UDC requires additional setback planes for buildings.</li> </ul> <div data-bbox="540 814 1409 1251" data-label="Image"> <p>The diagram, titled 'Figure 3.1.201A Setback Planes', illustrates a multi-story building situated at the edge of a district. A 'DISTRICT AND BOUNDARY LINE' is shown on the left. A 'BUILDING SETBACK LINE' is marked with a yellow line. Two '1 FT TO 1 FT SETBACK PLANE' lines are shown as yellow lines extending from the building's corners towards a 'RESIDENTIAL DISTRICT AND PROPERTY LINE' on the right. The building is shown in a 3D perspective view.</p> </div>
<p><b>PARKING REQUIREMENT</b></p>	<ul style="list-style-type: none"> <li>• UDC requires the following minimum parking ratio:              One Bedroom &amp; Efficiency Unit: 2.0 Spaces per Unit              Two Bedrooms: 3.0 Spaces per Unit              Three and more Bedrooms: 4.0 Spaces per Unit</li> <li>• At the June, 2020 regular City Commission meeting, staff plans to propose a reduction to this requirement through a UDC text Amendment with a positive recommendation from the Planning and Zoning Commission. Following is the proposed ratio:  <i>One Bedroom &amp; Efficiency Unit: 1.5 Spaces per Unit</i>  <i>Two Bedrooms: 2.0 Spaces per Unit</i>  <i>Three and more Bedrooms: 3.0 Spaces per Unit</i>  <b>Total number of parking spaces shall not be at a rate lower than 1.1 parking space per bedroom.</b></li> </ul>



<p><b>LANDSCAPING REQUIREMENT</b></p>	<ul style="list-style-type: none"> <li>• All landscaping requirements in the UDC applies to multi-family developments including parking area planting island and endcaps, screening for parking area, yard planting, Tree preservation, and bufferyard planting requirements.</li> <li>• Planting requirements include minimum requirements in terms of total number of large or small trees, shrub spaces and sizes for screening, and plant species.</li> <li>• A 15% minimum Landscape Surface Ratio is required within MU district.</li> </ul>
<p><b>BUILDING DESIGN STANDARDS</b></p>	<ul style="list-style-type: none"> <li>• UDC provides minimum requirements pertaining to building design for commercial, multi-family and mixed-use developments. The UDC emphasizes 360-Degree Architecture and appropriate building scale.</li> <li>• UDC requires the use of design features such as varying roof lines, changes in wall planes, dormers, bay windows, primary entrance treatments, covered staircase, balconies, location of garages on the side or rear etc., to avoid a box-like appearance and so that the development is aesthetically pleasing.</li> <li>• UDC provides for the use of masonry products as the preferred primary exterior finish. However, please note that due to changes in state legislature, cities cannot limit the use of building construction materials.</li> <li>• All lighting requirements that limits lighting overspill apply to multi-family developments.</li> </ul> <div data-bbox="509 1050 1386 1877" style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;"><b>Figure 5.1.102</b> Illustrative Application of Building Design Standards</p> <p style="text-align: center; background-color: #808080; color: white; padding: 2px;">Allowed</p>  <p style="text-align: center; background-color: #808080; color: white; padding: 2px;">Not Allowed</p>  </div>

<p><b>SETBACK REQUIREMENTS</b></p>	<ul style="list-style-type: none"> <li>• Following setback requirements apply for Mixed Use developments: <ul style="list-style-type: none"> <li><b>Front: 40'</b></li> <li><b>Street Side: 40'</b></li> <li><b>Interior Side: 25'</b></li> <li><b>Rear: 30'</b></li> </ul> </li> <li>• Following setback requirements apply to the Apartments: <ul style="list-style-type: none"> <li><b>Front: 35'</b></li> <li><b>Street Side: 25'</b></li> <li><b>Interior Side: 15'</b></li> <li><b>Rear: 35'</b></li> </ul> </li> </ul>
<p><b>ADMINISTRATION</b></p>	<ul style="list-style-type: none"> <li>• A property that is not zoned MU cannot be developed for a multi-family use without rezoning the property. The rezoning process includes a public hearing process and requires Planning and Zoning Commission recommendation and City Commission approval.</li> <li>• A property zoned MU may be developed for a multi-family use upon conformance to all standards in the UDC and administrative approval of a site development plan and building permit application.</li> <li>• Variances to any requirement to the UDC standards may be approved by the Zoning Board of Adjustments based on the following criteria: <ol style="list-style-type: none"> <li>1. The variance is consistent with the policy directions of the Comprehensive Master Plan.</li> <li>2. The variance will not permit an intensity of use of land that is not permitted in the applicable district;</li> <li>3. The variance will not permit a use of land, building, or structure that is not otherwise permitted in the applicable district;</li> <li>4. The variance requested is the minimum variance that will make possible a permitted use of the land, building, or structure;</li> <li>5. Granting of the variance will be in harmony with the general purposes and intent of this UDC, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare;</li> <li>6. A literal interpretation of the provisions of this UDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located;</li> <li>7. Granting the variance will not confer on the applicant any special privilege that is denied to other lands or structures in the same district;</li> <li>8. The need for a variance does not result from the actions of the applicant; and</li> <li>9. There are extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography that are not applicable to other lands or structures in the same district.</li> </ol> </li> </ul>

**SINGLE FAMILY ATTACHED HOUSING ALLOWANCE IN THE UDC**

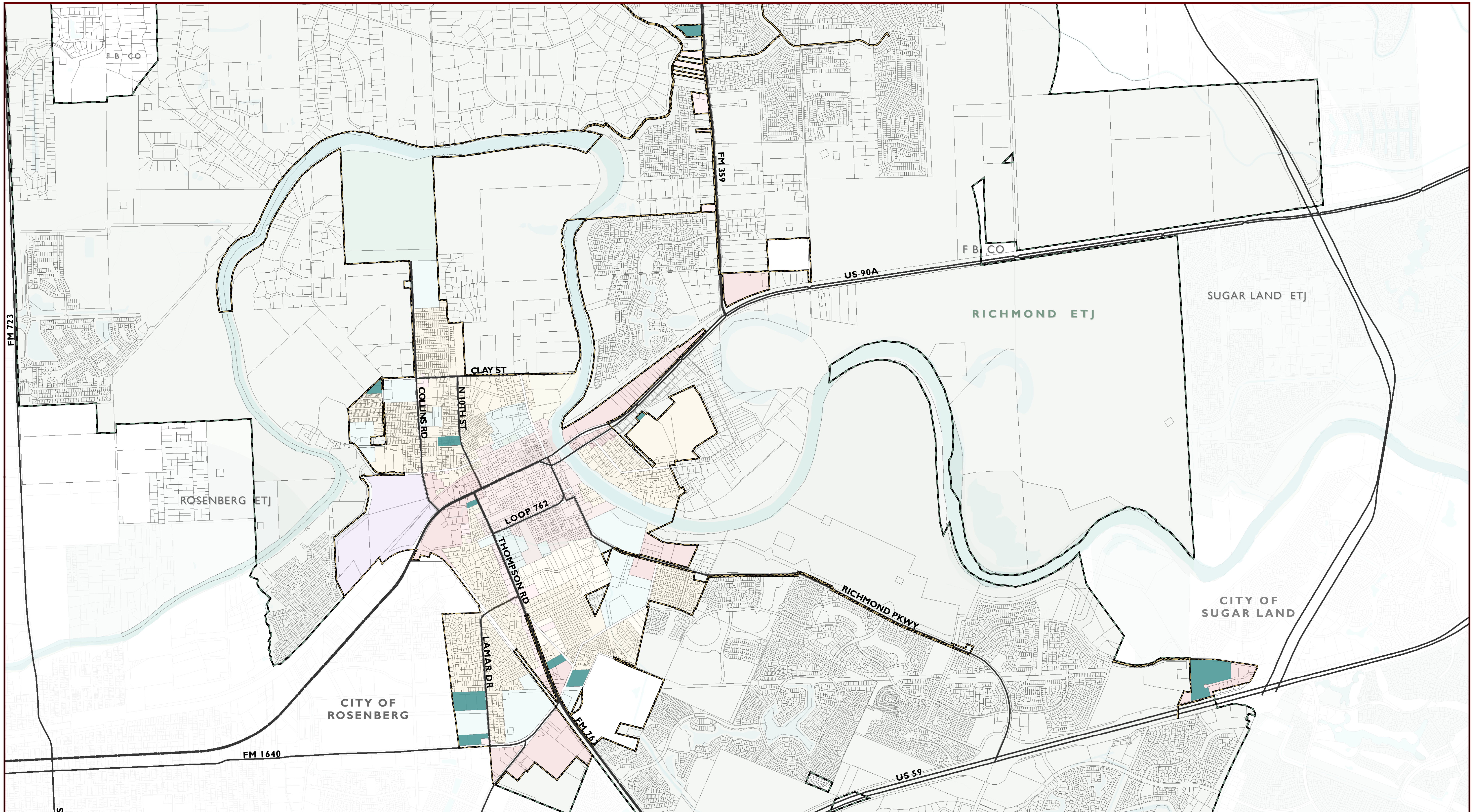
Single-family attached housing type is intermediate to Single-family and multi-family, in terms of density. This includes duplexes, triplexes, townhouses. Townhouses are also referred to as brownstones, and graystones. The UDC allows development of this housing types; please note the following provisions of the UDC pertaining to single family attached type of residential development

<p><b>UDC DEFINITION</b></p>	<p><b>Duplex</b> means a single-family attached building which contains two dwelling units, each of which is totally separated from the other by:</p> <p>An unpierced wall extending from foundation to roof ("side-by-side" duplex); or</p> <p>A ceiling / floor that extends from exterior wall to exterior wall, pierced only by a stairway that is not inside of either dwelling unit ("over-under" duplex).</p> <p>Industrialized duplex housing shall be required to have similar exterior siding, roofing, roofing pitch, foundation fascia, fenestration, and a value equal to or greater than the median taxable value for each duplex dwelling unit located within 500 feet of the lot in on which the industrialized housing is proposed to be located, as determined by the most recent certified tax appraisal roll for the county.</p> <p><b>Triplex</b> means a single-family attached building which contains three dwelling units arranged in a linear form, each of which is totally separated from the other by an unpierced wall extending from foundation to roof and has totally exposed front and rear walls that are used for individual unit access, light, and ventilation.</p> <p><b>Townhouse</b> means a single-family attached building which contains four to six dwelling units arranged in a linear form, each of which is totally separated from the other by an unpierced wall extending from foundation to roof and has totally exposed front and rear walls that are used for individual unit access, light, and ventilation. There are three types of townhouses (based on design) for the purposes of this UDC, to which different requirements may apply:</p> <ul style="list-style-type: none"> <li>• Standard townhouses, which are generally two- or three-story buildings;</li> <li>• Weak link townhouses, which have a one-story and a two-story component in each unit, and are typically wider than standard townhomes; and</li> <li>• Roof deck townhouses, which provide a useable outdoor space on the roof of each unit.</li> </ul>
<p><b>LANDUSE ALLOWANCE</b></p>	<ul style="list-style-type: none"> <li>• Duplexes are allowed as a Limited Use in the following Zoning Districts and prohibited in all other:             <ol style="list-style-type: none"> <li>1. SR, Suburban Residential</li> <li>2. GR, General Residential</li> <li>3. OT, Olde Town District</li> <li>4. MU, Mixed Use District only as a Planned Development.</li> </ol> </li> </ul>

	<ul style="list-style-type: none"> <li>• Triplexes are allowed as a Limited Use in the following Zoning Districts and prohibited in all other:             <ol style="list-style-type: none"> <li>1. GR, General Residential</li> <li>2. OT, Olde Town District</li> <li>3. MU, Mixed Use District only as a Planned Development.</li> </ol> </li>   <li>• Triplexes are allowed as a Limited Use in the following Zoning Districts and prohibited in all other:             <ol style="list-style-type: none"> <li>4. GR, General Residential</li> <li>5. OT, Olde Town District</li> <li>6. MU, Mixed Use District only as a Planned Development.</li> </ol> </li>   <li>• Limited Use requirements include Type A bufferyard between single--family detached dwellings within SR and GR districts; and the floor plan to be limited to side-by side configuration with front door facing the street.</li> </ul>
<p><b>LOT SIZE AND INTENSITY REQUIREMENTS</b></p>	<ul style="list-style-type: none"> <li>• Following requirements apply Duplexes and Triplexes:             <ul style="list-style-type: none"> <li><b>Minimum Lot size:</b> 60-foot-wide and 3,000 square feet.</li> <li><b>Front Setback:</b> 25'</li> <li><b>Street Side Setback:</b> 15'</li> <li><b>Rear Setback:</b> 30'</li> <li><b>Maximum Building Height:</b> 35 Feet</li> </ul> </li> <li>• Following requirements apply Townhouses:             <ul style="list-style-type: none"> <li><b>Minimum Lot size:</b> 90-foot-wide and 3,000 square feet.</li> <li><b>Front Setback:</b> 40'</li> <li><b>Interior Side Setback:</b> 8'</li> <li><b>Street Side Setback:</b> 18'</li> <li><b>Rear Setback:</b> 50'</li> <li><b>Maximum Building Height:</b> 35 Feet</li> </ul> </li> </ul>

-----End of Report-----


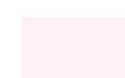

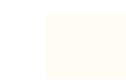
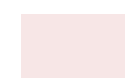


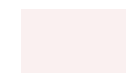

# MIXED-USE ZONING



### BOUNDARIES

-  CITY LIMITS
-  EXTRATERRITORIAL JURISDICTION

### ZONING DISTRICTS

- |  |  |   |
|--|--|---|
|  MIXED-USE               |  SC SUBURBAN COMMERCIAL |  DN DOWNTOWN               |
|  SR SUBURBAN RESIDENTIAL |  GC GENERAL COMMERCIAL  |  IN INDUSTRIAL             |
|  GR GENERAL RESIDENTIAL  |  OT OLDE TOWN           |  PI PUBLIC / INSTITUTIONAL |



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# City of Richmond

*Where History Meets Opportunity*

## **City Commission Workshop/Special**

600 Morton Street

Monday, June 8, 2020 at 4:30 P.M

- A8. Staff presentation and discussion on recently upgraded Unified Development Code (UDC) Portal on the City of Richmond website.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: June 8, 2020**

**Staff Review:**

City Manager \_\_\_\_\_

City Attorney \_\_\_\_\_

Finance \_\_\_\_\_

Fire Department \_\_\_\_\_

Police Department \_\_\_\_\_

Public Works \_\_\_\_\_

**AGENDA ITEM: A8.**

**SUBMITTED BY: Jose Abraham, Planning Director  
Planning Department**

**SYNOPSIS**

This is an agenda request to discuss and provide a quick overview of the recently updated Unified Development Standards (UDC) portal available on the City of Richmond website. Planning department staff have been working with an outside consultant to upgrade the UDC Portal which includes an interface with various tools to navigate through City of Richmond's Development Standards and Zoning related GIS maps.

Following is a link to the UDC Portal: <http://online.encodeplus.com/regs/richmond-tx/index.aspx>

**COMPREHENSIVE PLAN 2017 GOALS ADDRESSED**

**J.4. Increase the amount of readily available information on the City's website.**

**BACKGROUND**

The UDC Portal on the website provides online access to the UDC, Zoning map, and Public Infrastructure Design Manual. It is a valuable tool used by staff, developers, and residents alike and hence, user-friendliness and branding were critical. The recent update focusses on that by providing additional capabilities and maintaining the City of Richmond branding scheme. The portal also includes an Economic Development related map that captures MLS listing and demographic reports for each listing. Staff is positive that this upgrade would help staff, citizens, and developers immensely.

## BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2019 - 2020 FUNDS BUDGETED	FY 2019 - 2020 FUNDS AVAILABLE	AMOUNT REQUESTED
N/A	N/A	N/A	N/A	N/A	N/A

BUDGET AMENDMENT REQUIRED? YES \_\_\_\_\_ NO  X

Requested Amendment: N/A  
Budgeted funds estimated for FY 2019 - 2020: N/A

Purchasing Review: N/A  
**Financial/Budget Review: N/A**

FORM CIQ:  N/A

FORM 1295  N/A

### SUPPORTING MATERIALS

**No supporting Materials are included.**

### STAFF'S RECOMMENDATION

**This is staff presentation item and No recommendation is included.**

City Manager Approval: \_\_\_\_\_





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A9. Adjournment.