



# City of Richmond

*Where History Meets Opportunity*

## Special Scheduled City Commission Meeting via Video/Telephone Conference call (pursuant to Texas Government Code, Section 551.125)

**Richmond, Texas 77406**

Monday, January 11, 2021 at 4:30 P.M.

Join Zoom Meeting

<https://zoom.us/j/2240869784>

Meeting ID: 224 086 9784

One tap mobile

+13462487799,,2240869784# US (Houston)

+12532158782,,2240869784# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

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Meeting ID: 224 086 9784

Find your local number: <https://zoom.us/u/acBbQaJ0xl>

Mayor Rebecca K. Haas

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**

*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

January 11, 2021

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**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**

- A1. Call to Order, Quorum Determined and 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 reconsider taking action on Resolution No. 352-2020, an Interlocal Agreement with Fort Bend County on FM 762/10<sup>th</sup> Street Improvement.
- A4. Review and reconsider taking action on Ordinance No. 2020-31, abandoning and vacating a portion of 3<sup>rd</sup> Street upon a request from Fort Bend County contingent upon Fort Bend County approval of Interlocal Agreement on FM 762/10<sup>th</sup> Street Improvement.
- A5. Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.071, Attorney Consultation and Real Estate.

### **EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A) (Open Meetings Law), "The City Commission may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections"; Sections 551.071 and 551.072, Attorney Consultation and Deliberation regarding Real Property.

- E1. Executive Session for Attorney Consultation.
- E2. Deliberation regarding Real Property.

### **OPEN MEETING**

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
- C2. Adjournment.

*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.*

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 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with 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 office at (281) 342-5456 ex. 505 for needed accommodations.

If you have any questions, please let me know.  
Terri Vela



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

600 Morton Street

Monday, January 11, 2021 at 4:30 p.m.

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



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600 Morton Street

Monday, January 11, 2021 at 4:30 p.m.

- A2. Public Comments (Public Comments 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*

## **Special Scheduled City Commission Meeting**

600 Morton Street

Monday, January 11, 2021 at 4:30 p.m.

- A3. Review and reconsider taking action on Resolution No. 352-2020, an Interlocal Agreement with Fort Bend County on FM 762/10<sup>th</sup> Street Improvement.

## Laura Scarlato

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**From:** Terri Vela  
**Sent:** Friday, January 8, 2021 8:31 AM  
**To:** Laura Scarlato  
**Subject:** Draft ILA - 10th St/3rd St  
**Attachments:** 210111clean ILA - CoRichmond.10th Street. 762.FBC.docx

While not highlighted, the only change is the amount (\$250,000 instead of \$500,000) in the provision relating to the 10<sup>th</sup> Street Project being abandoned. Paragraph G on page 4 of 9.

THE STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND                §

**KNOW ALL MEN BY THESE PRESENTS:**

**INTERLOCAL AGREEMENT FOR COUNTY-MANAGED ROAD CONSTRUCTION PROJECT  
FORT BEND COUNTY MOBILITY PROJECT NO. 13106 – FM 762/10<sup>th</sup> STREET**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, by and between the City of Richmond, 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”).

**RECITALS**

WHEREAS, the County is authorized to participate with other local governmental entities to fund certain regional street and road improvements and associated drainage facilities that are funded in part by the state or federal government; and

WHEREAS, the Project, hereinafter defined and contemplated in this Agreement is the construction of roadway improvements that will enhance the traffic flow/circulation and drainage in the service area, and such Project is desired by the City and the County; and

WHEREAS, the County may not expend proceeds of bond issues or taxes levied pursuant to Article III, Section 52 (b) or (c) of the Texas Constitution on city streets that are not integral parts of or connecting links with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the parties assert that the Project is part of a city street that is an integral part of or a connecting link with county roads or state highways in accordance with Section 251.012 of the TEXAS TRANSPORTATION CODE; and

WHEREAS, the Commissioners Court of Fort Bend County finds that the Project contemplated in this Agreement serves a County purpose; and

WHEREAS, the County is in the process of acquiring property for the creation of and expansion of the County Emergency Operations Center campus and has requested that the City abandon the Third Street right-of-way between Fort Street and Austin Street; and

WHEREAS, the City and the County agree to participate in this Project according to the terms of this Agreement; 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. Purpose**

The purpose of this Agreement is to outline the funding obligations related to the proposed improvements to FM 762/10<sup>th</sup> Street in the City of Richmond, Texas.

### **Section 2. Definitions**

- A. **City** means the City of Richmond, Texas.
- B. **County** means Fort Bend County, Texas.
- C. **Project** means the improvements to FM 762/10<sup>th</sup> Street Extension from US 90A to Clay Street, as provided in the preliminary design with at-grade crossing of Union Pacific Railroad (UPRR), Mobility Bond Project #13106, CFA Project No. 1511-003-01, including right-of-way acquisition, outfall drainage improvements and utility relocations; to plan and construct a four-lane concrete roadway with curbs; expand the road right-of-way to 120 feet (or as otherwise determined jointly by City and County to be needed to meet the ultimate mobility needs for the Richmond area); to improve mobility in north Richmond as the first phase of a long-range project to provide an access bridge of the Brazos River; and improving roadway drainage with the construction of an underground storm drain system.
- D. **Eligible Project Costs** means costs, as determined by County in its sole discretion, for construction of roadway improvements, project related drainage facilities, utility and pipeline conflicts, approved traffic control devices, and sidewalks up to five feet (5') wide consistent with current City Infrastructure Standards. Eligible Project Costs shall include costs for engineering design and services related to the completion of Plans, Specifications and Estimates ("PS&E"); the costs of County's right-of-way acquisition for the Project; and construction related services for such roadway improvements. Eligible Project Costs shall exclude design and construction costs related to landscaping; ornamental lighting; irrigation; hike and bike trails; and the oversizing of water, wastewater, and drainage utilities outside the project boundaries. Eligible Project Costs shall include resolution of utility conflicts created by the construction of Project elements and similar facilities proposed to be part of the Project.

### **Section 3. 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 4. County Rights and Obligations**

##### **A. Design and Right of Way Acquisition**

1. The County is responsible for managing the design of the Project in accordance the applicable state and federal laws related to this Project.
2. The County will submit the plans for the Project to the City for review and comment to ensure the Project is designed in accordance with the current City design standards applicable to roadways, lighting, signage, and drainage, as identified by the City prior to County proceeding with design of the Project. The street name signs shall be installed in accordance with the City's standards and the Texas Manual on Uniform Traffic Control Devices.
3. The County agrees to acquire the remaining right-of-way for the full 120 feet right-of-way width, other than Parcel 1 described on Exhibit A hereof, necessary for construction of the Project in the name of the Public for public purposes, specifically for use as a public street and right of way for public utilities.

##### **B. Construction of the Project**

1. The County shall bid and construct the Project in accordance with approved specifications and compliance with the applicable state and federal laws related to the Project. This responsibility shall include the management of the relocation of utilities, including gas, overhead power and telecommunications, and entering into a contract for engineering design and construction project phase services and inspections.
2. Prior to the award of the contract for construction of the Project by the County, the County will consider written comments provided by the City related to the low bidder for the Project. The contract to construct the Project shall also include:
  - a) The construction of the twelve-inch (12") and six-inch (6") water lines to replace existing 12" and 6" water lines, as required due to conflicts created by the construction of Project elements and similar facilities proposed to be part of the Project; and
  - b) The construction of an eight-inch (8") sewer line to replace the existing four-inch (4") sewer line, as required due to conflicts created by the construction of Project elements and similar facilities proposed to be part of the Project.

C. The City acknowledges and accepts the fact that County is obligated to follow Chapter 262 of the Texas Local Government Code as it relates to the award of the contract.

D. During the work on the Project, the County shall provide the City the opportunity to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. The County, with input from the City, shall oversee the construction and completion of the Project. Any deficiencies brought to the attention of County by the City shall be promptly addressed by the County. If the County Engineer determines that the deficiencies are actionable under the terms of the construction contract, the County will work with the construction contractor to correct any City identified deficiencies. Notwithstanding the foregoing, all final decisions related to the construction contract performance shall be at the County's sole discretion.

E. The County shall submit reports to the City describing in sufficient detail the progress of the Project. These reports shall be submitted to City at increments agreed to between the parties as appropriate for the various phases of the Project. Reports received by the County from contractor and/or consultants detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed such reports and confirmed accuracy of the contractor's report.

F. County will coordinate with the Texas Department of Transportation to obtain the necessary approvals and permits for the intersection improvements and connection to FM 762 and US 90A.

G. The County may elect to forego construction of the Project at any time. The County shall provide written notice to the City of its decision to forego construction and pay to the City all amounts previously paid by City related to the acquisition of Parcel 1 described on Exhibit A, cost and associated fees and other consideration required by UPRR for 10<sup>th</sup> Street to cross the UPRR rail corridor, any enhancements and improvements that are not Eligible Project Costs, and \$250,000 for the abandoned 3<sup>rd</sup> Street right of way between Fort Street and Austin Street upon sixty (60) days of said notice to the City.

H. Upon completion of construction of the Project, but no later than ninety (90) calendar days after final payments to all vendors, the County will furnish the City with a full accounting of the funds expended on the Project and an electronic copy of the record drawings showing the Project. The City may review the County's records regarding this Project to confirm the accuracy of the full accounting.

I.

#### **Section 5. City Rights and Obligations**

A. Prior to award the Project for construction by the County, the City shall pay the County for all costs to be reimbursed by the City to the County, including additional funds due from the City for enhancements and improvements that are not Eligible Project Costs, required to satisfy the City's obligation under this Agreement.

B. The City shall request and secure the rights for 10<sup>th</sup> Street to cross the UPRR rail corridor. The County shall be responsible for any and all associated fees and other considerations required by UPRR, including the maintenance or re-establishment of the 10<sup>th</sup> Street crossing as part of the City's wayside horn system on the UPRR rail line, up to an amount not to exceed one million dollars and no/100 (\$1,000,000.00). Any and all associated fees and costs for other considerations required by UPRR to secure the rights for 10<sup>th</sup> to cross the rail corridor in excess of one million dollars and no/100 (\$1,000,000.00) shall be paid by the City.

C. Within thirty (30) calendar days of the execution of this Agreement, the City shall provide the required construction details, design standards and technical specifications applicable to roadways and drainage in which the Project should be designed to meet. Prior to the County initiating final design of the Project, the City shall provide the County Engineer with written approval of the preliminary engineering report. Upon transmittal of the construction plans by the County, the City shall review and comment on the County's construction plans within two (2) weeks of receipt of by the City. All project design and construction comments shall be directed to the County Engineer or his designated representative for dissemination to the County's contractors, consultants and employees.

D. During the work on the Project, City shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress. Any deficiencies shall be provided in writing to the County Engineer. The City agrees that the County is the contracted party and the City shall not provide any direction to the consultant or the contractor, except with concurrence of the County Engineer.

E. The City has acquired the parcel necessary for construction of the Project identified as Parcel 1 ("City Acquisition Parcel") on Exhibit A. The City will make available for the Project, all right of way, easements and parcels acquired in the vicinity of and necessary for the Project owned, acquired and or controlled by the City at no cost to the County.

F. The City shall fund any and all Project enhancements and all upgrades to the Project requested by the City and all items determined not to be Eligible Project Costs as defined in Section 1. Such Project enhancements and upgrades to Project enhancements shall include, but are not limited to, landscaping; ornamental lighting; irrigation; hike and bike trails; and the oversizing of water, sewer and drainage facilities, as determined by the County. The City shall provide written confirmation of the scope of enhancements and improvements determined not to be Eligible Project Costs as defined in this Agreement that are requested by the City to be included in the Project. The City's costs for such Project enhancements shall be the incremental costs exceeding the costs for such unenhanced facilities that are included in the Eligible Project Costs and for oversizing of water, sewer, and drainage facilities shall be the increase in costs relating to such oversizing (such as the larger standard size pipe diameter, trench size, etc.).

G. Upon completion, the City agrees to accept the Project into its maintenance system, including water, sewer, and drainage improvements for continued operation and

maintenance by the City.

H. As additional consideration for the Project, upon submission of a petition for abandonment that is sufficient pursuant to Sec. 28-301 of the Richmond Code, the City agrees to consider action to abandon the street right-of-way of Third Street between Fort Street and Austin Street, subject to reservation of easements for existing utilities. Such easement reservations may be subject to modification and alteration as the County replats the property as the Emergency Operations Center campus.

**Section 6. Liability**

The City and County are entitled to the immunities and defenses of the Texas Tort Claims Act.

**Section 7. Maintenance**

Upon completion of the Project, each party shall maintain that portion of the Project within its own jurisdiction.

**Section 8. Limit of Appropriation**

A. Prior to the execution of this Agreement, the County has been advised by the City, and the County clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available the total maximum amount of \$600,000 and contribute the required portion of Parcel 1 as its total contribution, pursuant to Section 5. E., and any amounts in excess of that amount for Project enhancements and improvements as determined in Section 5.F, specifically allocated to fully discharge any and all liabilities that may be incurred by the City for the Project. Except for the City's costs related to the City Acquisition Parcels in accordance with Section 5. E. and adjustments in cost due to improvements requested by the City in accordance with Section 5.F.; City shall not be obligated to pay any additional amount.

B. The County 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 County may become entitled to hereunder and the total maximum amount that the City will reimburse the County hereunder will not under any condition, circumstance or interpretation hereof exceed the amount contributed by the City to the Project in accordance with Sections 5.E and F.

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 9. Insurance Requirements**

County agrees that it will require Contractor's insurance policies name City as well as

County as additional insureds on all policies except for Workers' Compensation and Professional Liability. Any such insurance policies shall include at least the following minimum coverage:

A. Worker's Compensation in the amount required by law. The policy shall include the All States Endorsement.

B. Comprehensive General Liability Insurance including contractual liability insurance, \$1,000,000 per occurrence, \$2,000,000 aggregate (defense costs excluded from face amount of policy).

C. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles used for the Project, with bodily injury and property damage with a combined limit of not less than \$1,000,000 each occurrence.

**Section 10. 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 11. 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 12. 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  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County Engineering Department  
Attn: County Engineer  
301 Jackson Street  
Richmond, Texas 77469

City: City of Richmond, Texas  
Attn: Terri Vela, City Manager 402  
Morton Street  
Richmond, Texas 77469

**Section 13. Phase 2 Memorandum of Understanding**

A. The Parties agree that this Agreement is the first phase of a project to include the planning, funding, design, development and completion of Phase 2 of the FM 762 Extension/10<sup>th</sup> Street Project (extension from Clay Street, across the Brazos River, along McCrary Road to FM 359).

- B. Each Party pledges to use its best efforts to reach agreement for Phase 2 including the following:
1. the preferred funding options;
  2. the timeline for right-of-way designation and acquisition;
  3. estimated dates for the commencement of major activities, i.e. plan development, bidding, construction; and
  4. effectuation of the project.

**Section 14. 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.

**Section 15. 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, ~~remain in effect until \_\_\_\_\_ or and~~ until the Project is complete and the obligations under Sections 4 and 5 of this Agreement are fulfilled, ~~whichever is sooner.~~

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

FORT BEND COUNTY, TEXAS

CITY OF RICHMOND, TEXAS

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

\_\_\_\_\_  
Rebecca K. Haas, Mayor

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

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

ATTEST:

ATTEST:

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

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

APPROVED:

\_\_\_\_\_  
J. Stacy Slawinski, P.E., County Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**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 this contract.

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



# EXHIBIT A

Description of Parcel 1: (Signed Metes & Bounds Description as attachment.)



# City of Richmond

*Where History Meets Opportunity*

## Special Scheduled City Commission Meeting

600 Morton Street  
Monday, January 11, 2021 at 4:30 p.m.

- A4. Review and reconsider taking action on Ordinance No. 2020-31, abandoning and vacation a portion of 3<sup>rd</sup> Street upon a request from Fort Bend County contingent upon Fort Bend County approval of Interlocal Agreement on FM 762-10<sup>th</sup> Street Improvement.



**CITY COMMISSION  
AGENDA ITEM COVER MEMO**

**DATE: December 21, 2020**

**Staff Review:**

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

**AGENDA ITEM: A16. Review and consider taking action on Ordinance No. 2020-31 abandoning a portion of 3<sup>rd</sup> Street to Fort Bend County.**

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

**SYNOPSIS**

Review and consider taking action on a request by Fort Bend County to abandon portions of 3<sup>rd</sup> Street between Blocks 50 and 51 of the City of Richmond as recorded in Vol. A, Pg. 62 of Fort Bend County Official Records. Fort Bend County is proposing to combine Block 50 and 51 to develop the site for a new Emergency Operations Center office building.

**COMPREHENSIVE PLAN 2014 GOALS ADDRESSED**

E.5. Promote clustering of future civic and commercial uses, preferably locating them within close proximity to the City's major civic and cultural institutions to the extent possible.

**BACKGROUND**

- This request was received in July 2020 and since then staff and representatives of Fort Bend County have discussed the project in detail to ensure that the development complies with the development regulation and processes required by the City of Richmond Unified Development Code.
- Properties abutting the portion of 3<sup>rd</sup> Street proposed to be abandoned have been acquired by Fort Bend County and the abandonment of the right-of-way will allow a unified site with acreage defined by Fort Street, 4th Street and Austin Street.
- Development plans for the proposed Emergency operation center is under review by the City of Richmond Staff.
- A replat of the subject site to combine the two blocks and the portion of 3<sup>rd</sup> Street proposed to be abandoned will be required prior to development.
- The abandonment of 3<sup>rd</sup> Street is in consideration of the Interlocal Agreement for the improvements to FM 762/10<sup>th</sup> Street.

**BUDGET ANALYSIS**

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2020-2021 FUNDS BUDGETED	FY 2020 -2021 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 2020-2021: N/A

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

FORM CIQ:   N/A    
FORM 1295   N/A  

**SUPPORTING MATERIALS**

**Request letter from Fort Bend County, a map showing the location of the portion of portions of 3<sup>rd</sup> Street between Blocks 50 and 51 of the City of Richmond, and a letter indicating City Engineer’s recommendation are included for review by the Mayor and City Commission.**

**STAFF’S RECOMMENDATION**

**Staff recommends approval of the requested abandonment of portions of 3<sup>rd</sup> Street between Blocks 50 and 51 of the City of Richmond as recorded in Vol. A, Pg. 62 of Fort Bend County Official Records and the adoption of Ordinance No. 2020-31.**

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

# **KALUZA** INC

**Consulting Engineers & Surveyors**  
Engineering Firm No. F-1339 | Surveying Firm No. 10010000  
3014 Avenue I, Rosenberg, Texas 77471  
(281) 341-0808 ■ FAX (281) 341-6333

## **MEMORANDUM**

**TO: CITY COMMISSION,  
CITY OF RICHMOND**

**DATE: DECEMBER 17, 2020**

**FROM: DUANE H. WHITEHEAD, P.E.  
CITY ENGINEER, CITY OF RICHMOND**

**RE: FORT BEND COUNTY EMERGENCY OPERATIONS CENTER – 3<sup>RD</sup> STREET  
RIGHT-OF-WAY ABANDONMENT, CITY OF RICHMOND, FORT BEND  
COUNTY, TEXAS**

The future Fort Bend County Emergency Operations Center (EOC) is currently under review and nearing approval. A part of the project is a request to abandon the 3<sup>rd</sup> Street right-of-way between Fort Street and Austin Street. The proposed EOC project plans and plat cannot be approved without the abandonment of this portion of 3<sup>rd</sup> Street. The request was reviewed and determined to have no negative impact on traffic. In fact, it appears to create a safer situation for the area. There would be no more turning traffic from this section of 3<sup>rd</sup> Street onto Austin Street, which introduces slower traffic onto a curved road, nor would there be any traffic from Austin Street onto this section of 3<sup>rd</sup> Street, which would require vehicles to slow and impede the flow of through traffic.

If you have any questions, please contact me.

Sincerely,

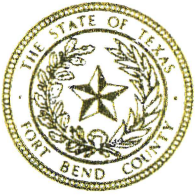
**KALUZA, INC.**



Duane H. Whitehead, P.E.  
Vice President

DHW/msg

cc: Terri Vela, City Manager  
Howard Christian, Director of Public Works  
Mason Garcia, Associate Planner  
Christine Cappel, Public Works Administrative Manager  
Lori Bownds, Building Official  
Llarance L. Turner, R.P.L.S., KALUZA, INC.



8 July, 2020

Laura Scarlato, City Secretary  
City of Richmond, City Hall  
402 Morton Street  
Richmond, Texas 77469

**Subject: Public Street Abandonment**

Commissioners,

Fort Bend County is in the process of designing a new Emergency Operations Center at 307 Fort Street to be constructed generally in the same location as the existing facility on Block 51. We're also acquiring the parcels that comprise Block 50 across S. 3<sup>rd</sup> Street to allow us to expand the campus, and that process is nearing completion.

We are requesting your assistance and approval with the abandonment of that one block segment of S. 3<sup>rd</sup> Street to provide a contiguous site which would be much more efficient in its functional use. All property fronting this street is owned by the County.

Please find attached an exhibit highlighting the street segment, as well as payment for the application and notification costs. Please contact me with any questions or if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "James Knight", with a large, stylized initial "J" and "K".

James Knight, Architect  
Director, Facilities Management and Planning  
james.knight@fortbendcountytexas.gov  
832.256.9682 mobile



## ORDINANCE NO. 2020-31

**AN ORDINANCE OF THE CITY OF RICHMOND, TEXAS VACATING AND ABANDONING CERTAIN DESCRIBED STREET RIGHT-OF-WAY PREVIOUSLY DEDICATED TO THE PUBLIC THROUGH PLAT OF THE TOWN OF RICHMOND RECORDED IN THE REAL PROPERTY RECORDS OF FORT BEND COUNTY, TEXAS; DECLARING THAT SUCH RIGHT-OF-WAY IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY RELEASING AND ASSIGNING THE REAL PROPERTY TO FORT BEND COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

The City of Richmond, Texas (“the City”) is a home rule city acting under its power adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code.

In early 1837, Robert Eden Handy and William Lusk platted the town of Richmond dedicating street rights-of-way, specifically, the portion of Third Street between Fort Street and Austin Street, between Blocks 50 and 51 of the City of Richmond, (“the right-of-way to be abandoned”), to the Public through a plat recorded at Volume A, Page 62 of the Deed Records of Fort Bend County, Texas.

Fort Bend County has requested that such portion of Third Street be abandoned for use in the campus of the County’s proposed Emergency Operations Center.

The City Commission of the City of Richmond, after careful study and consideration, has determined that the use as a part of the County’s Emergency Operation Center campus would better serve the public.

In order to remove any question as to the continued interest in the right-of-way to be abandoned, the City desires to execute a deed without warranty releasing and assigning all title and control in the right-of-way to be abandoned to the Fort Bend County; **NOW, THEREFORE,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHMOND, TEXAS:**

**SECTION 1.** The City Council finds that the street right-of-way Described in the legal description attached to this Ordinance as Exhibit A (“the right-of-way to be abandoned”), which is a portion of the Third Street right-of-way dedicated to the Public through a plat recorded at Volume A, Page 62 of the Deed Records of Fort Bend County, Texas, Texas, will better serve the public as a portion of the campus of the Fort Bend County Emergency Operations Center.

**SECTION 2.** The Mayor of the City of Richmond, Texas, is hereby authorized and empowered, upon receipt of the signed Interlocal Agreement for the improvements to Tenth Street, to execute a deed without warranty to the right-of-way to be abandoned, which deed is attached to this Ordinance as Exhibit B, to the Fort Bend County.

**SECTION 3.** After the deed without warranty is executed, the City Secretary is authorized and instructed to file it in the deed records of Fort Bend County, Texas.

**SECTION 4.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 5.** This Ordinance shall be in full force and effect from and its passage, and approval.

**PASSED AND APPROVED** on this 21<sup>st</sup> day of December, 2020.

\_\_\_\_\_  
Rebecca K. Haas, Mayor

ATTEST:

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

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



## Exhibit A

That portion of Third Street right-of-way lying between the south right-of-way line of Fort Street and the north right-of-way line of Austin Street, and lying between Blocks 50 and 51 of the City of Richmond, Fort Bend County, Texas, according to the plat of the town of Richmond recorded at Vol. A, Page 62, of the Deed Records of Fort Bend County, Texas.

Exhibit B

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Deed Without Warranty**

**Date:** December \_\_\_\_, 2020

**Grantor:** CITY OF RICHMOND, TEXAS, a Texas municipal corporation

**Grantor's Mailing Address:**

City of Richmond  
402 Morton Street  
Richmond, Fort Bend County, Texas 77469  
Attn: City Manager

**Grantee:** FORT BEND COUNTY, TEXAS

**Grantee's Mailing Address:**

Fort Bend County  
301 Jackson Street  
Richmond, Fort Bend County, Texas 77469  
Attn: County Judge

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

That portion of Third Street right-of-way lying between the south right-of-way line of Fort Street and the north right-of-way line of Austin Street, and lying between Blocks 50 and 51 of the City of Richmond, Fort Bend County, Texas, according to the plat of the town of Richmond recorded at Vol. A, Page 62, of the Deed Records of Fort Bend County, Texas.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2019, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

When the context requires, singular nouns and pronouns include the plural.

**CITY OF RICHMOND, TEXAS**, a Texas municipal corporation,

\_\_\_\_\_  
Rebecca K. Haas, Mayor

STATE OF TEXAS )

COUNTY OF FORT BEND )

This instrument was acknowledged before me on December \_\_\_\_, 2020, by Rebecca K. Haas, in her capacity as Mayor of the City of Richmond, as the act and deed of the City of Richmond.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



AFTER RECORDING RETURN TO:

City of Richmond  
402 Morton Street  
Richmond, Texas  
Attn: City Manager

S 3RD STREET ROW



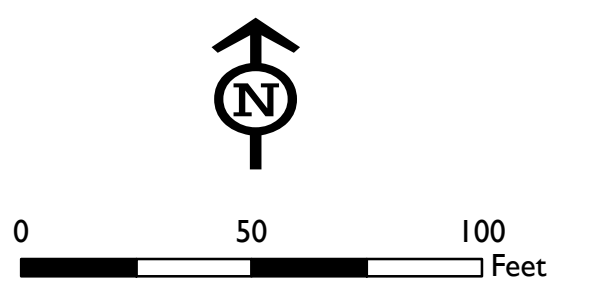
**BOUNDARIES**

-  CITY LIMITS
-  EXTRATERRITORIAL JURISDICTION

**SUBJECT SITE**

-  S 3RD STREET ROW

**LEGEND**



**MAP DISCLAIMER:**  
This map is intended for general informational purposes only, and does not represent a legal record. The City of Richmond, Texas makes no warranty regarding specific accuracy or completeness, and the contents or data may be subject to revision at any time without notification.



**SITE DEVELOPMENT PLAN REVIEW REPORT**  
*City of Richmond Development Review Committee*

600 Morton Street Richmond, Texas 77469 | Office: 281.342.0559 | Fax: 281.232.0704

<b>Project Name:</b>	Fort Bend County Emergency Operations Center		
<b>Project Location:</b>	307 Fort Street		
<b>Review Type:</b>	1 <sup>st</sup> Submittal		
<b>Zoning:</b>	OT, Olde Town		
<b>Date Submitted:</b>	10/30/2020	<b>Date Reviewed:</b>	11/25/2020
<b>REVIEW STATUS:</b>	<b>Revision and Re-Review Required:</b> This plan submittal does not meet the minimum requirements identified in the Unified Development Code (UDC), and other adopted ordinances and codes.		
<b>NEXT STEP:</b>	Revise to address review comments by each department included in this report and resubmit. The resubmittal shall include a <b>TRANSMITTAL LETTER</b> provided with this report.  <b><u>RESUBMITTALS WITHOUT TRANSMITTAL LETTERS WILL NOT BE ACCEPTED</u></b>		
<b>RESOURCES:</b>	<b>UDC</b> is available online at: <a href="http://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1109">http://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1109</a>  <b>Public Infrastructure Design Manual (PIDM)</b> is available online at: <a href="http://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1109">http://online.encodeplus.com/regs/richmond-tx/doc-viewer.aspx#secid-1109</a>  <b>WFBMD standards:</b> <a href="http://www.wfbmd.org/wp-content/uploads/2018/06/wfbmd_final_adopted_standards_20180417.pdf">http://www.wfbmd.org/wp-content/uploads/2018/06/wfbmd_final_adopted_standards_20180417.pdf</a>		

**PLANNING DEPARTMENT COMMENTS**

1. A request for abandonment of the portion of 3<sup>rd</sup> Street within the site is pending.
2. The subject site must be replatted to combine all the lots to create a reserve for the proposed development.
3. Ensure that required building lines, and easements are identified on site plan sheet A1.00.
4. Indicate the proposed square footage of building footprint on site plan sheet A1.00 as required by Section 6.3.302.C. of the UDC.
5. Revise the location of proposed Apparatus Bay and Storage/Covered Storage area to meet the front building setback requirements of section 5.2.102E.1.c.1. of the UDC.
6. Revise the proposed building design to comply with Section 5.1.200.I.2 of the UDC which requires (a) projections or recesses of minimum 4 feet, spanning a minimum of 20 feet or 20% of the building

- façade whichever is less for building walls with a horizontal dimension more than 80 feet; (b) projections or recesses of minimum 2 feet, spanning a minimum of 20 feet or 20% of the building façade whichever is less for building walls with a horizontal dimension less than 80 feet.
7. Building elevation sheets must include a statement indicating compliance with screening requirements per Section 5.1.202, *Mechanical Equipment and Meters*, of the UDC, please revise.
  8. Revise exterior finish material schedule to clarify if “L1” and “L2” are the same material with same color, given that, the elevation shows different colors, but the descriptions are identical.
  9. Indicate building lines, easements, and the proposed fence on landscape plan sheet L2.1 (Section 4.4.102B.2.a.2 of the UDC).
  10. Please review “Appendix A” of the UDC which is the Approved and Prohibited Plant list and revise specifications for required landscaping accordingly.
  11. All shrubs within front and street side yards shall be 5 gallon in size (Section 4.4.101.G of the UDC).
  12. Revise to add planting islands to the row of parking proposed along Austin street to meet the requirement of one island per 10 spaces. Ensure that the islands meet the size requirements. (Table 4.4.401.A of the UDC).
  13. Provide a parking analysis on the site plan to show conformance to requirement of Section 4.2.101 of the UDC. Include the total number of parking spaces provided, required, and ADA spaces.
  14. Per Section 4.2.100 of the UDC, label the following if applicable:
    - a. drive aisle widths and
    - b. driveway widths
    - c. loading spaces
    - d. driveway directional arrows
  15. Provide a photometric plan and associated cut sheets showing details required by Section 4.2.301.J. of the UDC. Also note the lighting requirements provided in Section 4.2.301. of UDC and ensure that light overspill, fixture heights, illuminance values and fixture specification conform to the requirements.
  16. Revise the proposed fence height and fence location to meet the requirements of Sec. 5.2.101 of the UDC. A portion of the fence along Fort Street (Infront of storage building) encroaches the front yard, which is not permitted. The fence along Austin street exceeds the allowed height of 6 feet; revise to comply.
  17. Revise to indicate that the proposed dumpster enclosure gate shall be opaque metal gate.

### **CITY ENGINEER/ PUBLIC WORKS DEPARTMENT COMMENTS**

#### City Engineer

#### **Plan Comments:**

1. Add the City of Richmond Approval block to the Cover sheet (See Below):

**APPROVED:**

**CITY OF RICHMOND:**

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TERRI VELA – CITY MANAGER

DATE

---

DUANE H. WHITEHEAD, P.E. – CITY ENGINEER

DATE

2. Per the UDC section 4.2.102.E, standard parking stall sizes are 9’x20’, 18’ stalls can be used when a 90 degree stall is adjacent to an 8’ or larger landscaped area, or a 6’ or larger sidewalk. Table 4.2.102B

shows minimum parking stall row depth and aisle width based on stall angle. Please verify your parking layout follows this table since the dimensions on C1.00 do not show the stall sizes as described in the table. Please also see Figure 4.2.102C for a visual guide to use with the table.

3. Sheet C3.00
  - a. Manholes M5 & M6 call outs don't match the size of the storm sewer lines shown on plan view.
  - b. Provide a maintenance berm around the detention pond in accordance with figure 6-2 of the Fort Bend County Drainage Criteria Manual (DCM). The minimum width can be reduced to 20'.
  - c. Detention provided in the pond is enough without the pipes and inlets. However, if detention is intended to be calculated in the pipes and inlets, it can only be for any excess volume after conveyance of the 100-year storm to the detention facility. This must be reflected by flow and HGL calculations.
4. Sheet C3.01
  - a. Please provide 100-year flow and HGL calculations if the pipes are intended to carry the 100-year frequency storm. Otherwise show how the 100-year frequency storm will get to the detention pond before leaving the site.
  - b. Please refer to Chapter 2 of the Fort Bend County Drainage Criteria Manual (DCM) for time of concentration and runoff calculations. The TC listed in the calculations is too long for such a small site. Inlet time should be calculated for each segment, and must not be more than 10 minutes without reasonable proof of longer inlet times. Once inlet times are calculated, then each segment may add time through the storm line, but it should not exceed 20 minutes without reasonable calculations proving these conditions (refer to page 2-16 of the DCM for formula 2-7 used for calculating inlet time). Please note, the City of Houston method of calculating the TC is not allowed. Please also refer to the Interim Atlas 14 drainage criteria manual (found on the County website) for updated b, d & e values to calculate intensities.
  - c. See Equation 2-6 for the rational formula using the frequency factor, and table 2-4 for frequency factor values.
5. Sheet C3.02
  - a. Show Type A Inlet, Storm MH and Grate Inlet in Legend for clarity.
  - b. Why do the drainage areas for the proposed condition not match what is shown on sheet C3.01? This is confusing and hard to verify the areas and calculations are correct or relate to each other. Please revised the proposed map to have similar boundaries to the storm sewer areas. For example, Area A1, 2, 3, 5 and part of 6 from C3.01 are represented as A2 on C3.02. It is recommended to make comparing these two simple, either make the boundaries match exactly, or make each area on sheet C3.02 a different letter (A, B, C, etc.) and each area on sheet C3.01 should match that same letter with a number (A1, A2, A3, B1, B2, C1, C2, etc.).
  - c. Areas and runoff should be verified in both sheets. A11 from C3.01 and A6 from C3.02 show the same 0.05 acres, but 0.31cfs and 0.30 cfs respectively. These should match, if the storm frequency is the same (it should be). A10/C3.01 shows 0.06Ac/0.36cfs while A5/C3.02 shows 0.07Ac/0.15cfs, which suggests errors in the calculations since a larger acreage shouldn't mean lower runoff rate.
  - d. The C-values of the proposed drainage area sheet flow table (spelled incorrectly on the plans) better represent the conditions of the site. Please revise the table on sheet C3.01 to reflect the C-values of the proposed conditions.
6. Sheet C5.00 – Add additional Maintenance Notes (RFB to be maintained daily for any disturbance of fabric fencing) and (Contractor to maintain Stabilized Construction Access clear of mud and debris).
7. Provide City of Richmond standard construction details sheets as required by the Public Infrastructure Design Manual section 3.2.F (after the first sentence). Remove all City of Houston or Harris County references from the plans.



### Public Works

1. The tie-in into the storm manhole should be core cut or broken out but formed back and poured with 4000 psi concrete.

### **BUILDING DEPARTMENT COMMENTS**

1. Submit to International Code Council (ICC) for review. Review shall include Building, Electrical, Mechanical and Plumbing.

### **FIRE DEPARTMENT COMMENTS**

1. Submit to International Code Council (ICC) for review. Review shall include Fire Sprinkler, Fire Alarm, and any fire related issues. <https://www.iccsafe.org/products-and-services/plan-review-services/>

### CONTACT INFORMATION

#### **City of Richmond**

Building Department

600 Morton Street

Richmond, TX 77469

(281) 232-6871

[permits@richmondtx.gov](mailto:permits@richmondtx.gov)

#### Staff Contacts:

- › **City Engineer** – Kaluza Inc. / [dwhitehead@kaluzainc.com](mailto:dwhitehead@kaluzainc.com) (for Kaluza Inc.)
- › **Associate Planner** – Mason Garcia / [mgarcia@richmondtx.gov](mailto:mgarcia@richmondtx.gov)
- › **Public Works Inspector** – Mike Kruszynski (MK) / [mkruszynski@richmondtx.gov](mailto:mkruszynski@richmondtx.gov)
- › **Assistant Public Works Director** – Jim Whitehead (JW) / [jwhitehead@richmondtx.gov](mailto:jwhitehead@richmondtx.gov)
- › **Utilities Facilities Superintendent** – Mike Moody (MM) / [mmoody@richmondtx.gov](mailto:mmoody@richmondtx.gov)
- › **Streets and Drainage** – Kenneth Jansky (KJ) / [kjansky@richmondtx.gov](mailto:kjansky@richmondtx.gov)
- › **Building Official** – Lori Bownds / [lbownds@richmondtx.gov](mailto:lbownds@richmondtx.gov)
- › **Fire Marshal** – Ramon Moralez / [rmoralez@richmondtx.gov](mailto:rmoralez@richmondtx.gov)



# City of Richmond

*Where History Meets Opportunity*

## **Special Scheduled City Commission Meeting**

600 Morton Street

Monday, January 11, 2021 at 4:30 p.m.

- A5. Adjourn to Executive Session, as authorized by Texas Government Code, Section 551.071, Attorney Consultation and Real Estate.



# City of Richmond

*Where History Meets Opportunity*

## **Special City Commission Meeting**

600 Morton Street

Monday, January 11, 2021 at 4:30 P.M

- E1. Executive Session for Attorney Consultation.
- E2. Deliberation regarding Real Property.

### **Open Meeting**

- C1. Reconvene into Open Meeting, and take action on items, if necessary.
- C2. 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 551.071-551.090 of the Texas Government Code, including, but not limited to, Section 551.071 – for purpose of consultation with attorney, on any or all subjects or matters authorized by law.