



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, February 22, 2021 at 4:30 P.M.

Join Zoom Meeting

<https://zoom.us/j/95618428870>

Meeting ID: 956 1842 8870

One tap mobile

+13462487799,,95618428870# US (Houston)

+12532158782,,95618428870# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 956 1842 8870

Find your local number: <https://zoom.us/j/95618428870>

Mayor Rebecca K. Haas

Commissioner Terry Gaul

Commissioner Carl Drozd

Commissioner Barry Beard

Commissioner Alex BeMent

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; 2) delivering written comments to City Hall drop box prior to the meeting; or 3) by notifying the City Secretary in advance that they

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

February 22, 2021

Page 1 of 3

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.
- A3. Presentations:
 - c. Presentations
 - 4. Presentation on City Hall -
Discuss decision tree, proposed site, alternate funding source.
 - 5. Update on CARES Act funding.
 - 6. Update on Richmond Bone and Joint building and YMCA Building.
- A4. 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.)

REGULAR AGENDA

- A8. Present, discuss, and consider taking action on the Monthly Financial Report (a copy is enclosed).
- A10. Review and consider taking action on Resolution No. 353-2021, approving and authorizing Amendment No. 5 to the Water Supply and Wastewater Services Contract with Fort Bend County MUD No. 140 to clarify the maximum authorized purchase rate per connection.
- A11. Review and consider taking action on Resolution No. 355-2021 approving and authorizing a temporary resale agreement with Dow Chemical Company.
- A12. Review and consider taking action on Resolution No. 354-2021 approving and authorizing a temporary resale of raw water under the System Water Availability Agreement with Brazos River Authority.
- A13. Review and discuss the development of Section 35, Veranda development, as non-traditional housing.
- A14. Consider taking action to set date for City Commission Retreat to discuss priorities for fiscal year 2021-2022 budget.

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.

- A15. Discuss policy for appointments to boards, commissions, and committees.
- A16. Excuse from Attendance at Regular City Commission Meeting.
- A17. Consider taking action on requests for future agenda items.
- A18. 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.

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

Regular City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M.

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



City of Richmond

Where History Meets Opportunity

Regular City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A3. Presentations:

a. Employee Recognition for Service with the City of Richmond

1. Michael Kruszynski, 5 years, Public Works Department.
2. Larry Watson, 15 years, Park Department.

b. Proclamations

1. Heart Health Awareness Month.

c. Presentations

1. Conditional Use Permit for massage businesses by Joe Madison, Executive Director, Demand Disruption, and Rhonda Kuykendall, Chairwoman, FBC DA Human Trafficking Team.
2. Discuss Quarterly Financial Reports.
3. Discuss Tax Exemptions.
4. Presentation on City Hall –
Discuss decision tree, proposed site, alternate funding source.

5. Update on CARES Act funding.
6. Update on Richmond Bone and Joint building and YMCA Building.

Future City Hall

Decision Tree Workshop



RICHMOND
EST. **TEXAS** 1837

Presentation Overview

- ▶ **Background**
- ▶ **Site Location**
- ▶ **Site Type**
- ▶ **Timeline**
- ▶ **Funding Options**
- ▶ **Project Priority**



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EST. **TEXAS** 1837

Background

- ▶ **The City has outgrown its current City Hall and would benefit from additional space and consolidation of staff**
- ▶ **There are existing costs from a preliminary estimate in 2017, these costs will need to be updated when and if the Commission deems it feasible to move forward with that plan**
- ▶ **In order to develop a funding plan and timeline staff will need direction on several unknown aspects of the project. This presentation is intended to help staff gain understanding of key areas of uncertainty**
- ▶ **Based on the Commissions feedback, staff will research options for developing a financing plan and timeline based on assumed future economic events**



Decision Tree



Site Location

- ▶ **What location options would the City Commission support?**
 - **Downtown or Olde Town**
 - **Other locations in the City Limits**
 - **Other locations not yet in the City Limits**



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Site Type

- ▶ **What type of City Hall would the Commission support?**
 - **New Construction**
 - **Stand alone**
 - **Part of a large scale commercial development agreement (unknown future interest)**
 - **Existing Construction (Remodel)**
 - **City owned building**
 - **Third party owned**



RICHMOND
EST. TEXAS 1837

Timeline

- ▶ **What timeline would the Commission consider acceptable in light of other capital needs?**
 - **0-5 years**
 - **6-10 years**
 - **11-15 years**
 - **16-20 years**
 - **21 years or more**



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EST. **TEXAS** 1837

Funding Options

- ▶ **What Funding Options would the Commission support?**
 - **Debt Funded (Bond issue)**
 - **What is an acceptable increase?**
 - **If the credit rating would be impacted does this change anything?**
 - **Would you consider a plan that combines an approved economic development project type so DCR funding could be used?**



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EST. **TEXAS** 1837

Project Priority

- ▶ **In order to determine an appropriate financing plan, how important do you believe a new City Hall is in comparison to other CIP projects & priorities?**
 - **Top Priority (Develop a 0-5 year plan, ensure funding for this over other projects)**
 - **Short-term Priority (Develop a 5-10 year plan, may push some other project types to achieve)**
 - **Long term priority (Develop an interim solution and work toward a long-range plan. May adjust the timeline of this project to ensure other projects are achieved)**



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Recap

- ▶ **Staff and Commissions discuss their understanding of the direction given**



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Next Steps

- ▶ **Based on the direction provided staff will explore options and provide an update to the Commission on the feasibility of those options**
- ▶ **After key aspects of the plan have been solidified, staff will prepare options for achieving the plan**
- ▶ **Finally, a plan will be presented to the Commission for consideration**



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Questions or Comments?



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City of Richmond, Texas

CARES Act Funding Update



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Presentation Overview

- **Background**
- **Expenditure Category Summary**
- **CARES Act Project Summary**
- **Next Steps**
- **Questions or Comments**



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Background

- In response to the economic fallout due to COVID-19, the President signed into law the CARES act
- A portion of the Cares Act funding went to Local Governments
 - Fort Bend County Received approximately \$134 million in funds
 - Richmond was a pass thru recipient of funding & was allocated \$661,815 of the amount received by Fort Bend County (\$55 per capita based on the 2019 census)



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Expenditure Category Summary

Expenditure Type	Amount
Disinfection of Facilities & Equipment	\$20,607
Other Operational Costs Associated with Response	30,810
Payroll/Other Operating Expense	34,344
Personal Protective Equipment	86,109
Telework/Technology/Public Safety Projects	489,945
Total Expenditures	661,815



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CARES Act Project Summary

Project Type	Amount
Exterior Cameras	\$7,103
Accounts Payable Automation	7,200
Chamber Upgrades	17,741
Civic Plus – Mass Notification System	18,699
Qmatic - Queueing Software	23,399
Cyber Security	24,995
Building Access (Intercom & Metal Detector)	36,565



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CARES Act Project Summary

Project Type	Amount
Payroll Automation	41,614
DataVox Thermal Imaging	44,388
EOC Upgrades	49,395
Granicus – Cloud Agenda	55,609
CAD RMS	149,728
Total Projects	476,435



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Funding Summary

Type	Amount
CARES Act Allocation	\$661,815
CARES Act Spent	661,815
Unspent Funds Remaining	-



Reimbursement Outstanding

Type	Amount
Reimbursed (Thru 12/30)	\$117,512
Funds Requested from County (Outstanding)	544,303
Total	\$661,815



Next Steps

- ▶ **Legislation appears to be pending in Congress, but details and a final plan have not yet been approved. Staff continues to monitor the progress of the proposed funding.**
- ▶ **Finance has requested all Departments continue tracking CARES act type requests using a project code attached to their existing line items**
 - **If additional funding becomes available staff will attempt to seek reimbursement on these items**



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Questions or Comments?



RICHMOND
EST. **TEXAS** 1837

City of Richmond, Texas

Memorandum

To: City Mayor & Commissioners

From: Jerry W. Jones Jr., Director

Date: February 11, 2021

Re: Agenda Item -- A3:6 Update on Richmond Bone and Joint building

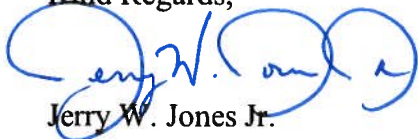
The Richmond Bone and Joint building located at 1517 Thompson Rd., is currently vacant. The Doctors who started the practice were leasing space from the landowner. Many of the physicians decided to return to the OakBend hospital, while the remaining physicians decided to move their practices to Sugar Land. We spoke with Louis Rosenthal, Executive Vice President of Jones Lang LaSalle IP, Inc (JLL). JLL is considered one of the world leaders in real estate services. Mr. Rosenthal connected me with Chris Wadley, Region Lead for the Houston area. Mr. Wadley then introduced me to Mallory Douthit. Chris and Mallory have shared with us that the owners of the facility are not currently interested in selling the property.

Our staff identified the need for additional information. Our City attorney provided some additional information based on his research of the landowner. The property is listed under the ownership of "Houston MOB 3 L.L.C." The LLC is registered in Delaware and is listed as an entity within the portfolio of their parent company, the Utah State Retirement Investment Fund.

The realtors have expressed that the owners are extremely motivated to lease the facility with a medical focus client(s). They shared that the owners were willing to consider lowering the price per square foot to lure a medical practice. We are staying in conversation to assist them wherever we can.

Please let me know if you have any other questions. I hope that I have answered the question and provided clarity.

Kind Regards,



Jerry W. Jones Jr.

Economic Development Director

Development Corporation of Richmond



For Lease

Medical office building available
Fully built ambulatory surgery center on 1st floor

- Availability:**
- Up to 42,651 SF medical office space available
 - 6,301 SF ASC, 2 Operating Rooms
- Location:** Conveniently located just minutes from downtown Richmond and Rosenberg
- Rental Rate:** \$29.00/SF NNN
- Features:**
- Covered drop-off
 - Located at major intersection
 - Backup generator
 - Security system
 - Can be converted to HOPD

1517 Thompson Rd.
Richmond, TX 77469

Mallory Douthit
+1 713 425 5909
mallory.douthit@am.jll.com

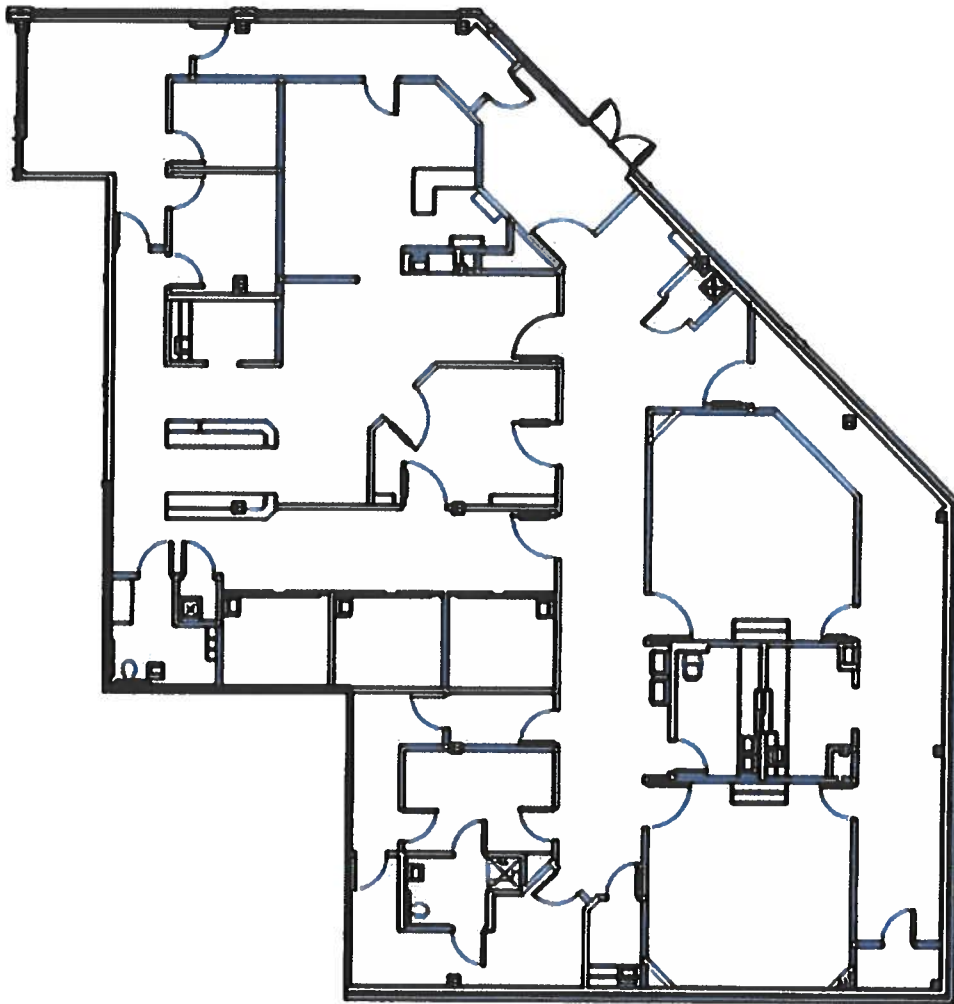


For Lease

**Fully built ASC for lease
Additional space available**

1517 Thompson Rd. | Richmond | Texas | 77469

**Suite 102
6,301 SF**



**Contact Broker for
Additional Floor Plans**

Mallory Douthit
+1 713 425 5909
mallory.douthit@am.jll.com

The information contained herein is obtained from sources believed to be reliable. However, JLL makes no guarantees, warranties or representations as to the completeness or accuracy thereof. The presentation of this property is submitted subject to errors, omissions, change of price or conditions, and is subject to prior sale, lease or withdrawal without notice.

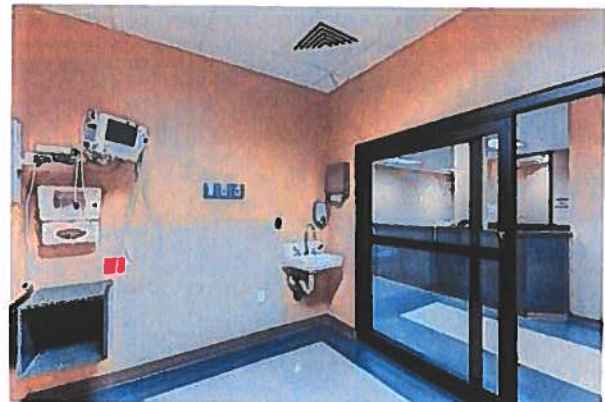
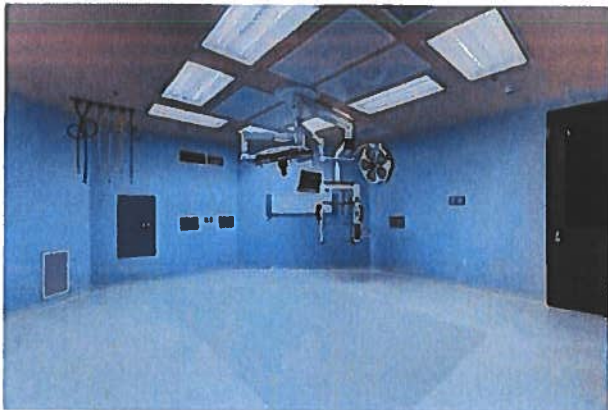


For Lease

Fully built ASC for lease

1517 Thompson Rd. | Richmond | Texas | 77469

Photos



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Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

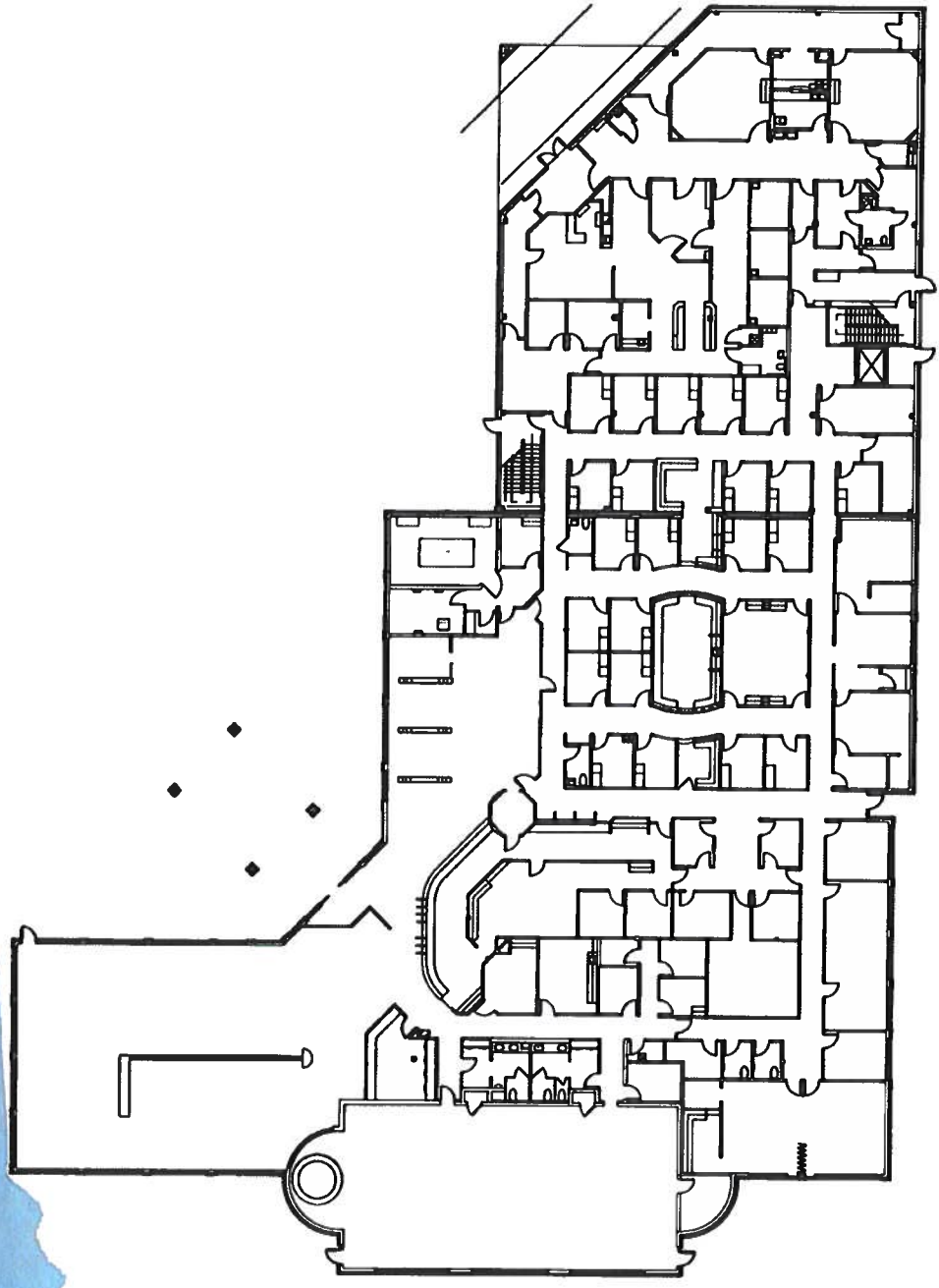
<u>Renda Hampton</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>591725</u> License No.	<u>renda.hampton@am.jll.com</u> Email	<u>214.438.6210</u> Phone
<u>Brad Selner</u> Designated Broker of Firm	<u>399206</u> License No.	<u>brad.selner@am.jll.com</u> Email	<u>214-438-6169</u> Phone
<u>Dan Bellow</u> Licensed Supervisor of Sales Agent/ Associate	<u>183794</u> License No.	<u>dan.bellow@am.jll.com</u> Email	<u>713.888.4001</u> Phone
<u>Chris Wadley</u> Sales Agent/Associate's Name	<u>575098</u> License No.	<u>chris.wadley@am.jll.com</u> Email	<u>713.888.4094</u> Phone

Buyer/Tenant/Seller/Landlord Initials

Date

1517 Thompson Rd
Richmond, Texas 77469

Level 01

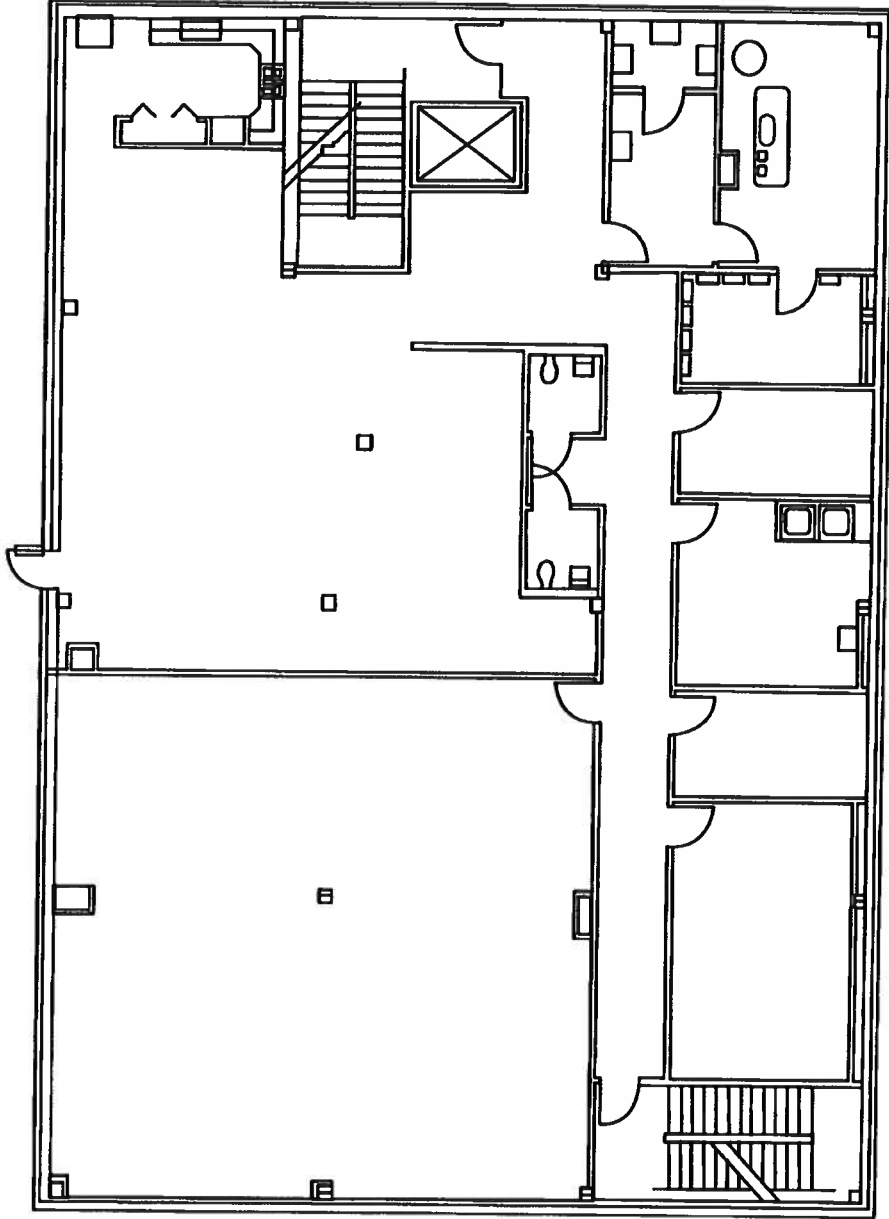


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1517 Thompson Rd
Richmond, Texas 77469

Level 02

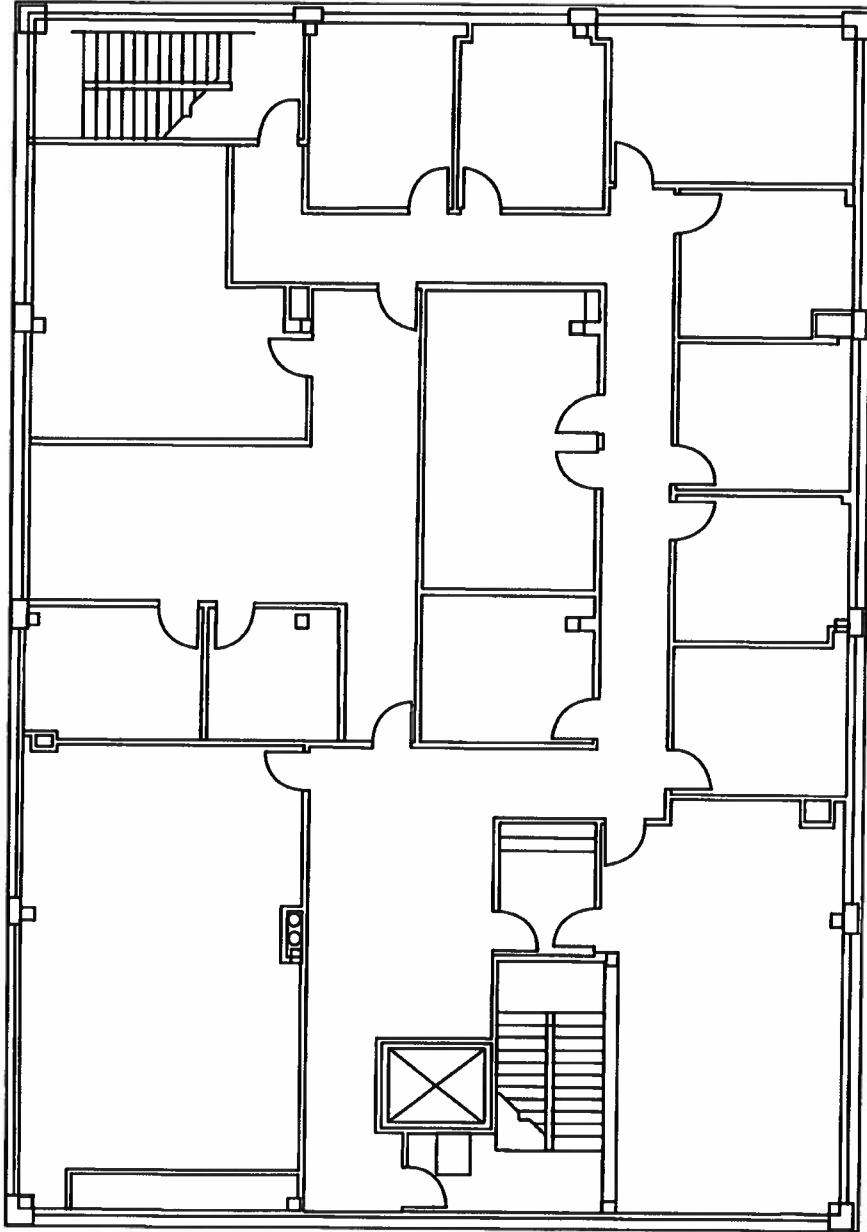


Mallory Douthitt
+1 713 425 5909
mallory.douthitt@am.jll.com



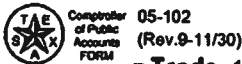
1517 Thompson Rd
Richmond, Texas 77469

Level 03



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mallory.douthit@am.jll.com





Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions
This report MUST be signed and filed to satisfy franchise tax requirements

Code 13196 Franchise

Taxpayer number										Report year			You have certain rights under Chapter 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at (800) 252-1381 or (512) 463-4600.				
3	2	0	6	3	7	4	0	0	9	9	2	0	1	9			

Taxpayer name HOUSTON MOB 3, LLC							Secretary of State (SOS) file number or Comptroller file number		
Mailing address 36 S STATE ST STE 1400							0802720788		
City SALT LAKE CTY		State UT		ZIP Code 84111		Plus 4			

Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 540 E 200 South, Salt Lake City UT 84102-2099
Principal place of business 1517 Thompson Road, Richmond TX 77469

Please sign below! Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.

SECTION A Name, title and mailing address of each officer, director or manager.

Name Devon W. Olson				Title Real Estate Director		Director <input checked="" type="radio"/> YES		Term expiration m m d d y y 1 2 3 1 2 5					
Mailing address 540 E 200 South				City Salt Lake City		State UT		ZIP Code 84102					
Name				Title		Director <input type="radio"/> YES		Term expiration m m d d y y					
Mailing address				City		State		ZIP Code					
Name				Title		Director <input type="radio"/> YES		Term expiration m m d d y y					
Mailing address				City		State		ZIP Code					

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company Houston MOB Portfolio, LLC	State of formation DE	Texas SOS file number, if any	Percentage of ownership 100.0
--	---------------------------------	-------------------------------	---

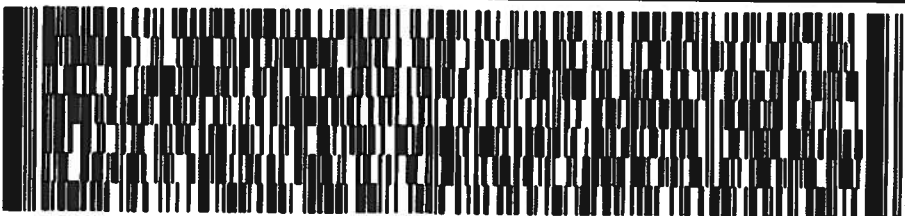
Registered agent and registered office currently on file. (see instructions if you need to make changes)				Blacken circle if you need forms to change the registered agent or registered office information.			
Agent: C T CORPORATION SYSTEM				<input type="radio"/>			
Office: 1999 BRYAN ST., SUITE 900		City: DALLAS		State: TX		ZIP Code: 75201	

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

Signature Teresa Clark	Title Electronic	Date 05-20-2019	Area code and phone number (727) 492 - 9777
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Texas Comptroller Official Use Only



VE/DE	<input type="radio"/>	PIR IND	<input type="radio"/>
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2017055264
ELECTRONICALLY RECORDED
Official Public Records
5/22/2017 2:46 PM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 4 Fee: \$ 40.00

Recording requested by,
and after recording return to:

Richard P. Blessen, Esq.
345 North Canal Street, Suite C-202
Chicago, Illinois 60606

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.

SPECIAL WARRANTY DEED

HUNTER CLAYTON, LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of \$10.00 and other valuable consideration paid to Grantor by HOUSTON MOB 3, LLC, a Delaware limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER to Grantee the land described in EXHIBIT A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon and all rights and appurtenances pertaining thereto, including without limitation any and all right, title, and interest of Grantor in and to adjacent streets (collectively, the "Property"); subject, however, to the encumbrances described in EXHIBIT B attached hereto and made a part hereof (collectively, the "Permitted Encumbrances"). TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging, unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor but not otherwise; subject, however, to the Permitted Encumbrances.

[Remainder of page intentionally left blank, signature page follows]

Executed on the date of acknowledgment below, to be effective as of May 18, 2017.

GRANTOR:

HUNTER CLAYTON, LLC, a Texas limited liability company

By  Juliet Breeze, President

STATE OF TEXAS

COUNTY OF Texas

Before me, the undersigned Notary Public, on this day personally appeared Juliet Breeze, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in her capacity as the President of Hunter Clayton, LLC, a Texas limited liability company, on or in behalf of said limited liability company for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of May, 2017.

(Personalized Seal)


Notary Public's Signature

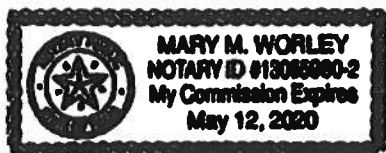


EXHIBIT A

ALL OF HUNTER OAKS, A SUBDIVISION IN FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER SLIDE NUMBER 2381/B OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

Unofficial Document

EXHIBIT B

Permitted Encumbrances

1. All easements, restrictions, covenants, conditions, setbacks (including, but not limited to, building, parking, side, and rear setbacks), and other matters, if valid and subsisting, affecting the Property, in whole or in part, as set forth in the map(s) or plat(s) thereof recorded under Slide Number 2381/B of the Plat Records of Fort Bend County, Texas.
2. A 5 foot building set back line along the Northerly, Easterly and Southerly property lines; A 25 foot building set back line along the Westerly property line and a 15 foot water line easement along the Westerly property line as shown and/or reflected on the recorded plat under Slide Number 2381/B of the Plat Records of Bend County, Texas.
3. Any and all zoning ordinances or proposed ordinances including those by the City of Richmond, Texas.
4. Existing unrecorded leases and all rights thereunder of the tenants, as tenants only, with no rights of first refusal or option to purchase of any person or party claiming by, through or under the tenants.
5. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the public records whether listed in this Exhibit B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
6. Any rights, easements, interests or claims which may exist by reason of the following as reflected on survey drawing made by Robert A. Marlowe, R.P.L.S. No. 4128, as Job No. 0317-3848 dated March 30, 2017, last revised May 4, 2017:
 - a. Fences do not follow portions of the property lines;
 - b. Service utilities and signs;
 - c. Concrete extends into and outside portions of the property lines.

Form 304

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$750



**Application for
Registration of
a Foreign Limited Liability
Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 802720788 05/12/2017
Document #: 736862030005
Image Generated Electronically
for Web Filing

1. The entity is a foreign limited liability company. The name of the entity is :

Houston MOB 3, LLC

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation which it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

3. Its federal employer identification number is:

Federal employer identification number information is not available at this time.

4. It is organized under the laws of: **DELAWARE, USA**
and the date of its formation in that jurisdiction is: **4/18/2017**

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below. The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

Real estate investment

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: **05/16/2017**

8. The principal office address of the limited liability company is:
540 East 200 South, Salt Lake City, UT, USA 84102

9A. The initial registered agent is an organization by the name of:

C T Corporation System

9B. The initial registered agent is an individual resident of the state whose name is:

9C. The business address of the registered agent and the registered office address is:

1999 Bryan St., Suite 900 Dallas TX 75201-3136

Consent of Registered Agent

A. A copy of the consent of Registered Agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.):

IF INDIVIDUAL

OR

IF ORGANIZATION

Utah State Retirement Investment Fund

ADDRESS OF GOVERNING PERSON :

540 East 200 South Salt Lake City UT, USA 84102

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: **May 12, 2017**

Utah State Retirement Investment Fund, Sole Member, by Bruce Cundick, Chief Investment Officer

Signature and title of authorized person on behalf of the foreign entity

FILING OFFICE COPY

TEXAS SECRETARY of STATE
RUTH R. HUGHS

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	802720788	Entity Type:	Foreign Limited Liability Company (LLC)
Original Date of Filing:	May 12, 2017	Entity Status:	In existence
Formation Date:	N/A	FEIN:	
Tax ID:	32063740099		
Name:	Houston MOB 3, LLC		
Address:	540 East 200 South Salt Lake City, UT 84102 USA		
Fictitious Name:	N/A		
Jurisdiction:	DE, USA		
Foreign Formation Date:	April 18, 2017		

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
Last Update	Name	Title	Address		
May 12, 2017	Utah State Retirement Investment Fund	Managing Member	540 East 200 South Salt Lake City, UT 84102 USA		

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

TEXAS SECRETARY of STATE
RUTH R. HUGHS

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 802720788 **Entity Type:** Foreign Limited Liability Company (LLC)
Original Date of Filing: May 12, 2017 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32063740099 **FEIN:**

Name: Houston MOB 3, LLC
Address: 540 East 200 South
Salt Lake City, UT 84102 USA

Fictitious Name: N/A
Jurisdiction: DE, USA
Foreign Formation Date: April 18, 2017

<u>REGISTERED AGENT</u>	<u>FILING HISTORY</u>	<u>NAMES</u>	<u>MANAGEMENT</u>	<u>ASSUMED NAMES</u>	<u>ASSOCIATED ENTITIES</u>
Name		Address	Inactive Date		
C T Corporation System		1999 Bryan St., Suite 900 Dallas, TX 75201-3136 USA			

Instructions:

- To place an order for additional information about a filing press the 'Order' button.



City of Richmond

Where History Meets Opportunity

Regular City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

- A4. 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

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A8. Present, discuss, and consider taking action on the Monthly Financial Report (a copy is enclosed).

A Charming Past. A Soaring Future.

**WELCOME
TO**
Historic
RICHMOND



CITY OF RICHMOND, TEXAS
Monthly Financial Report
For the period ending
January 31, 2021

FY2021



Monthly Financial Report

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Monthly Financial Report

Introduction

The following monthly financial report for the City of Richmond provides an overview of the City's financial position as of a point in time. This report details activity in the respective funds and where appropriate highlights key statistical information that may help indicate trends impacting financial condition. Information in this report is through January 31, 2021, which represents 33.3% of the 2021 fiscal year.

Property Tax (General Fund & Debt Service)

Property tax is allocated between both the General Fund and the Debt Service Fund. Property tax collections total \$3,128,384 through the period, which represents 77.23% of total adjusted current year tax levy. The City budgeted \$4,161,585 in property tax collections, which includes, current, delinquent and penalty and interest (this represents a 98% collection rate). Taxes become delinquent on February 1st and are assessed six percent for first month or portion of month, plus 1 percent for each additional month delinquent. Taxes unpaid after July 1st will be assessed (12%) for penalty and interest and the percentage stops increasing.

General Fund Summary

The General Fund is a governmental fund type and is the primary operating fund for the City. The General Fund accounts for all activity not accounted for in another fund type.

Summary of Revenues

In the General Fund, revenues total \$6,196,335 through the period, which is 36.7% of budget. Projects for CARES Act funding have been submitted to Fort Bend County for reimbursement. It's anticipated that funding will be received within the second quarter of fiscal year 2021 at which point a budget amendment will be presented to appropriate carryover funding from FY20.

Sales Tax

Sales tax is the largest revenue stream in the General Fund, but it is also the most volatile, therefore it is budgeted conservatively. Sales tax collections through the period are trending in line with budget, and over the prior year's collections.

Sales Tax - Overview

Through the period, the City has collected \$2,811,305 in sales tax payments. The City has entered into agreements with several Municipal Utility Districts (MUDs) for limited purpose annexation. Through these limited purpose annexations, the City and the MUDs share the sales tax collected within the jurisdictions. In addition to limited purpose annexation, the City has adopted economic development sales tax. Through the Richmond Development Corporation (RDC), the City transfers 25% of the total sales tax collected for the purpose of economic development. After distributing sales tax to participating entities, the City has retained \$1,942,592 in General Fund Sales Tax through the period. The table below shows the distribution of the net sales tax payment received from the Comptroller.



Monthly Financial Report

Quarter Label	Net Payment	SPA Collections	City Retained SPA	Gross City Collections	MUD Expense SPA	City Retained	Budget Amount	DCR Retained
Q1								
1 - October	605,058	113,297	58,907	467,391	-54,390	413,000	417,444	137,667
2 - November	761,170	118,749	61,508	585,188	-57,240	527,947	452,569	175,982
3 - December	819,687	117,471	60,988	628,886	-56,483	572,403	443,077	190,801
Total	2,185,914	349,517	181,403	1,681,464	-168,114	1,513,351	1,313,089	504,450
Q2								
4 - January	625,390	110,220	57,152	482,310	-53,068	429,242	409,926	143,081
Total	625,390	110,220	57,152	482,310	-53,068	429,242	409,926	143,081
Total	2,811,305	459,737	238,555	2,163,774	-221,181	1,942,592	1,723,016	647,531

Sales Tax – General Fund Performance

The table below highlights the City’s sales tax performance compared to budget and year-over-year (YoY). Through the period, the City is 20.82% higher than the prior year and is 12.74% over budget. It’s important to note that the budget is based on a normal probability distribution of funds throughout the year. Changes within that distribution, as a result of prepayments, and audit adjustments may skew the budgeted amounts.

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	Prior Year City Retained	City Retained	YoY City % Chg	Budget Amount	Actual / Budget (\$)	Actual / Budget (%)
Q1									
1 - October	543,165	605,058	11.39%	369,807	413,000	11.68%	417,444	-4,443	-1.06%
2 - November	631,586	761,170	20.52%	439,720	527,947	20.06%	452,569	75,379	16.66%
3 - December	624,289	819,687	31.30%	432,794	572,403	32.26%	443,077	129,326	29.19%
Total	1,799,040	2,185,914	21.50%	1,242,321	1,513,351	21.82%	1,313,089	200,261	15.25%
Q2									
4 - January	533,734	625,390	17.17%	365,494	429,242	17.44%	409,926	19,315	4.71%
Total	533,734	625,390	17.17%	365,494	429,242	17.44%	409,926	19,315	4.71%
Total	2,332,774	2,811,305	20.51%	1,607,815	1,942,592	20.82%	1,723,016	219,577	12.74%

Property Taxes

Property taxes are the second largest and most stable revenue stream in the General Fund. Property tax collections through the period total \$1,668,029. Collections in FY21 are 54.9% of budget. Note that property tax is recorded both in the General Fund and the Debt Service fund. This portion of property tax reflects the General Fund collections only.

Utility Gross Receipts

Utility Gross Receipts consist of revenue generated from franchise agreements that the City maintains for the exclusive use of its right of ways for electric, phone, cable, and natural gas providers. Utility Gross Receipts through the period are \$239,500 or 27.8% of budget. Collections through the period in FY20 were \$169,970.

Other Operating Revenues

Other Operating Revenues are derived from a variety of revenue streams and are necessary to support operating expenditures. License and Permit Fees are \$234,420 through the period, or 35.2% of budget. Collections through the period in FY20 were \$213,992.

Court Fines are \$40,448 for the period, or 10.9% of budget. Collections through the period in FY20 were \$109,190.

Summary of Expenditures

Operating expenditures are those expenditures that are the direct result of providing City services and include a variety of costs. A few examples of the types of expenditures included in this category include salaries & benefits, supplies, purchased services, repairs and maintenance, and capital.

Expenditures in the General Fund for the year total \$5,012,404, or 27.5% of budget.

Utility Fund Summary

The Utility Fund is an Enterprise Fund type. It accounts for all the activity associated with delivering safe, high quality water to all customers. Enterprise Fund types are different than governmental funds, because enterprise funds act more like a business. The services that enterprise funds provide are typically supported by charges for service and other fees. The Utility fund is self-supporting, and it is not supported by property taxes.

Summary of Revenues

Water revenues have a direct correlation with the weather. As rainfall increases, the total usage decreases. In order to manage the volatility associated with precipitation and temperature, the City budgets based on an average expected year.

In the Utility Fund, Water and Sewer collection revenues through the period are \$2,281,290, or 26.0% of budget.

Summary of Expenditures

Utility Fund expenditures are incurred as the direct result of providing water production, distribution, and collection and treatment services and include a variety of costs. Expenditures in the Utility Fund for the year are \$2,398,258, or 26.6% of budget.

Activity Report for Utilities

This report identifies performance measures of the Utility Billing Department and tracks their respective achievements for the current month compared to last year. A few items to note for **January 2021** are:



Monthly Financial Report

	January FY20	January FY21	YTD	% Change
Utilities				
Customers Billed:				
Water Accounts	8,162	8,733	34,578	7.00%
Sewer Accounts	7,819	8,396	33,228	7.38%
Garbage Accounts	6,091	6,621	26,159	8.70%
Utility Services				
Connects - New Customers	120	127	603	5.83%
Disconnects - Closed Accts	22	83	295	277.27%
Online Payments	1,534	2,407	9,403	56.91%

General and Utility Fund Summary

Fund	Revenues	% Budget	Expenditures	% Budget	Revenues Less Expenditures
General	6,196,335	36.7%	5,012,404	27.5%	1,183,931
Utility	2,281,290	26.0%	2,398,258	26.6%	(116,967)
			Total		1,066,964

Interim (Unaudited)
General Fund Income Statement
As of 1/31/2021

Category			% of Fiscal	
	Prior YTD Actuals	Current Budget	Year Elapsed Current YTD Actuals	33.33% % of Budget
Revenue				
Operating				
Sales Tax	1,796,836	5,400,000	2,163,774	40.1%
Property Tax	1,694,121	3,038,632	1,668,029	54.9%
Other Taxes	169,970	862,700	239,500	27.8%
Charges for Service	936,466	2,881,000	747,417	25.9%
License\Permits\Fees	213,992	666,000	234,420	35.2%
Intergovernmental	-	7,160	-	0.0%
Fines & Forfeitures	109,190	370,000	40,448	10.9%
Other	15,715	64,000	17,934	28.0%
Interest	23,472	50,000	1,925	3.8%
Operating Total	4,959,762	13,339,492	5,113,446	38.3%
Non-Operating				
Transfers In	1,013,915	3,439,311	1,082,259	31.5%
Other	-	100,000	630	0.6%
Non-Operating Total	1,013,915	3,539,311	1,082,889	30.6%
Revenue Total	5,973,678	16,878,803	6,196,335	36.7%
Expenditure				
Operating				
Salaries & Benefits	3,734,958	12,715,847	3,421,748	26.9%
Supplies	241,167	1,366,968	217,963	15.9%
Professional Services	63,458	210,093	67,462	32.1%
Repairs & Maintenance	74,006	457,480	94,590	20.7%
Purchased Services	487,392	1,339,119	694,767	51.9%
Capital Items/Other	17,517	21,683	4,380	20.2%
Operating Total	4,618,497	16,111,190	4,500,910	27.9%
Non-Operating				
Capital Items/Other	43,070	750,000	187,500	25.0%
Transfers Out	-	337,000	84,250	25.0%
Non-Departmental	83,181	999,062	239,744	24.0%
Non-Operating Total	126,251	2,086,062	511,494	24.5%
Expenditure Total	4,744,748	18,197,252	5,012,404	27.5%
Revenue Over/(Under) Expenditures	1,228,930	(1,318,449)	1,183,931	
Beginning Fund Balance		7,149,023	7,149,023	
<i>Less Accrued Taxes</i>		1,249,609	1,249,609	
Ending Fund Balance		4,580,965	7,083,345	
<i>Fund Balance in Days</i>		92	142	
<i>Over/(Under) Policy (90 Days)</i>		2	52	

Footnotes:

1) The Policy Requirement under Actuals is calculated using the fund balance from the latest CAFR, YTD Revenue Over/(Under) Expenditures and full Budgeted Expenditures.

Interim (Unaudited)
General Fund Departmental Expenditures
As of 1/31/2021

Category			% of Fiscal	33.33%
	Prior YTD	Current Budget	Year Elapsed	
	Actuals		Current YTD	% of
			Actuals	Budget
Expenditure				
General Government	569,842	1,462,565	455,795	31.2%
Human Resources	96,801	399,810	91,626	22.9%
Public Works	150,641	483,391	116,786	24.2%
Code Enforcement		225,189	43,846	19.5%
Vehicle Maintenance	63,570	249,130	60,159	24.1%
Information Technology	87,974	271,939	45,580	16.8%
Streets	380,944	1,505,369	309,710	20.6%
Police	1,306,297	4,890,500	1,212,275	24.8%
Emergency Management	46,233	127,605	520,487	407.9%
Fire Marshall	112,538	301,515	74,551	24.7%
Building Permits	149,231	520,940	139,620	26.8%
Parks	115,381	480,967	109,390	22.7%
Facilities	62,815	373,975	77,351	20.7%
Planning	98,890	317,580	84,675	26.7%
Municipal Court	137,097	340,546	92,057	27.0%
Fire Department	1,366,493	4,497,170	1,262,883	28.1%
Non-Departmental		1,749,062	315,613	18.0%
Expenditure Total	4,744,748	18,197,252	5,012,404	27.5%
Grand Total	4,744,748	18,197,252	5,012,404	

Interim (Unaudited)
Utility Fund Income Statement
As of 1/31/2021

Category	Prior YTD Actuals	Current Budget	% of Fiscal Year Elapsed 33.33%	
			Current YTD Actuals	% of Budget
Revenue				
Operating				
Charges for Service	2,088,688	8,217,390	2,103,454	25.6%
Other	27,454	100,000	83,416	83.4%
Interest	7,798	5,000	795	15.9%
License\Permits\Fees	113,512	360,400	93,625	26.0%
Operating Total	2,237,452	8,682,790	2,281,290	26.3%
Non-Operating				
Other	-	100,000	-	0.0%
Non-Operating Total	-	100,000	-	0.0%
Revenue Total	2,237,452	8,782,790	2,281,290	26.0%
Expenditure				
Operating				
Salaries & Benefits	674,707	2,591,719	678,020	26.2%
Supplies	225,933	1,021,675	233,528	22.9%
Professional Services	15,170	20,980	13,200	62.9%
Repairs & Maintenance	80,863	451,630	31,705	7.0%
Purchased Services	250,921	811,112	184,448	22.7%
Capital Items/Other	18,170	-	-	0.0%
Operating Total	1,265,765	4,897,117	1,140,902	23.3%
Non-Operating				
Capital Items/Other	-	88,000	22,000	25.0%
Transfers Out	1,078,333	3,416,205	1,199,938	35.1%
Non-Departmental	17,709	597,791	35,418	5.9%
Non-Operating Total	1,096,042	4,101,996	1,257,356	30.7%
Expenditure Total	2,361,807	8,999,113	2,398,258	26.6%
Revenue Over/(Under) Expenditures	(124,355)	(216,323)	(116,967)	
Beginning Fund Balance (Cash Equivalents)		3,013,808	3,013,808	
Ending Fund Balance		2,797,485	2,896,841	
<i>Fund Balance in Days</i>		113	117	
<i>Over/(Under) Policy (90 Days)</i>		23	27	

Footnotes:

1) The Policy Requirement under Actuals is calculated using the cash equivalents for the Utility fund from the CAFR, YTD Revenue Over/(Under) Expenditures and full Budgeted Expenditures.


Interim (Unaudited)
Utility Fund Departmental Expenses
As of 1/31/2021

Category	Prior YTD Actuals	Current Budget	% of Fiscal Year Elapsed 33.33%	
			Current YTD Actuals	% of Budget
Expenditure				
Wastewater Collection	88,061	392,822	84,992	21.6%
Water Production	196,338	654,880	161,749	24.7%
Accounting & Collecting	290,351	1,026,076	227,164	22.1%
Customer Service	92,215	281,959	86,618	30.7%
Meter Department	78,316	365,668	113,072	30.9%
Non-Departmental	1,078,333	3,717,996	1,161,376	31.2%
Wastewater Treatment	344,669	1,715,207	381,577	22.2%
Water Distribution	193,524	844,505	181,710	21.5%
Expenditure Total	2,361,807	8,999,113	2,398,258	26.6%
Grand Total	2,361,807	8,999,113	2,398,258	

**Interim (Unaudited)
General Fund Forecast
As of 1/31/2021**

Category	Current Budget	Forecast	Current YTD		% of Budget
			Actuals	Forecast Variance	
Revenue	16,878,803	5,173,182	6,196,335	1,023,153	36.7%
Expenditure	18,197,252	6,284,037	5,012,404	(1,271,633)	27.5%
Grand Total	(1,318,449)	(1,110,855)	1,183,931	2,294,786	

Interim (Unaudited)
Utility Forecast
As of 1/31/2021

Category	Current Budget	Forecast	Current YTD Actuals	Forecast Variance	% of Budget
Revenue	8,782,790	1,606,299	1,656,394	50,094	18.9%
Expenditure	8,999,113	2,200,170	1,819,828	(380,342)	20.2%
Grand Total	(216,323)	(593,871)	(163,435) 	430,436	

Footnotes to Preliminary Income and Expense Statements

- 1) Current budget reflects the original budget plus budget adjustments.
- 2) Garbage revenue and expenses have been adjusted out of the General Fund to facilitate an equal comparison between fiscal years.
- 3) The Utility fund is presented in the prior year with adjustments for fixed assets. The Utility Fund is an enterprise fund and is finalized through the audit on a full accrual basis.

2-10-2021 01:55 PM

CITY OF RICHMOND
POOLED CASH REPORT (FUND 99)
AS OF: JANUARY 31ST, 2021

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CASH IN BANK - POOLED CASH</u>					
	99-1100	POOLED CASH	(513,871.85)	539,156.71	25,284.86
	99-1101	PC - SECURITIES COMBINED FUND	8,238,332.15	2,583,546.19	10,821,878.34
	99-1103	PC - TEXPOOL PRIME	3,009,468.62	304.73	3,009,773.35
	99-1106	CC - CLASS PRIME	3,300,379.83	10,005,250.55	13,305,630.38
	99-1107	CC - TEXAS CLASS GOV	10,003,947.11	(10,003,947.11)	0.00
	99-1120	CF WF - SWEEP ACCRUED INT	97.51	(13.79)	83.72
	99-1121	PC - TEXPRIME ACCRUED INTEREST	0.00	0.00	0.00
	99-1123	FLEX SPENDING CASH	0.00	0.00	0.00
	99-1126	CC - ACC INTEREST CLASS PRIME	0.00	0.00	0.00
	99-1127	CC - CLASS GOV ACCRUED INT	0.00	0.00	0.00
		SUBTOTAL CASH IN BANK - POOLED CASH	<u>24,038,353.37</u>	<u>3,124,297.28</u>	<u>27,162,650.65</u>

A Charming Past. A Soaring Future.

**WELCOME
TO**
Historic
RICHMOND



CITY OF RICHMOND, TEXAS
Monthly Sales Tax Analysis

For the period ending
January 31, 2021

FY2021

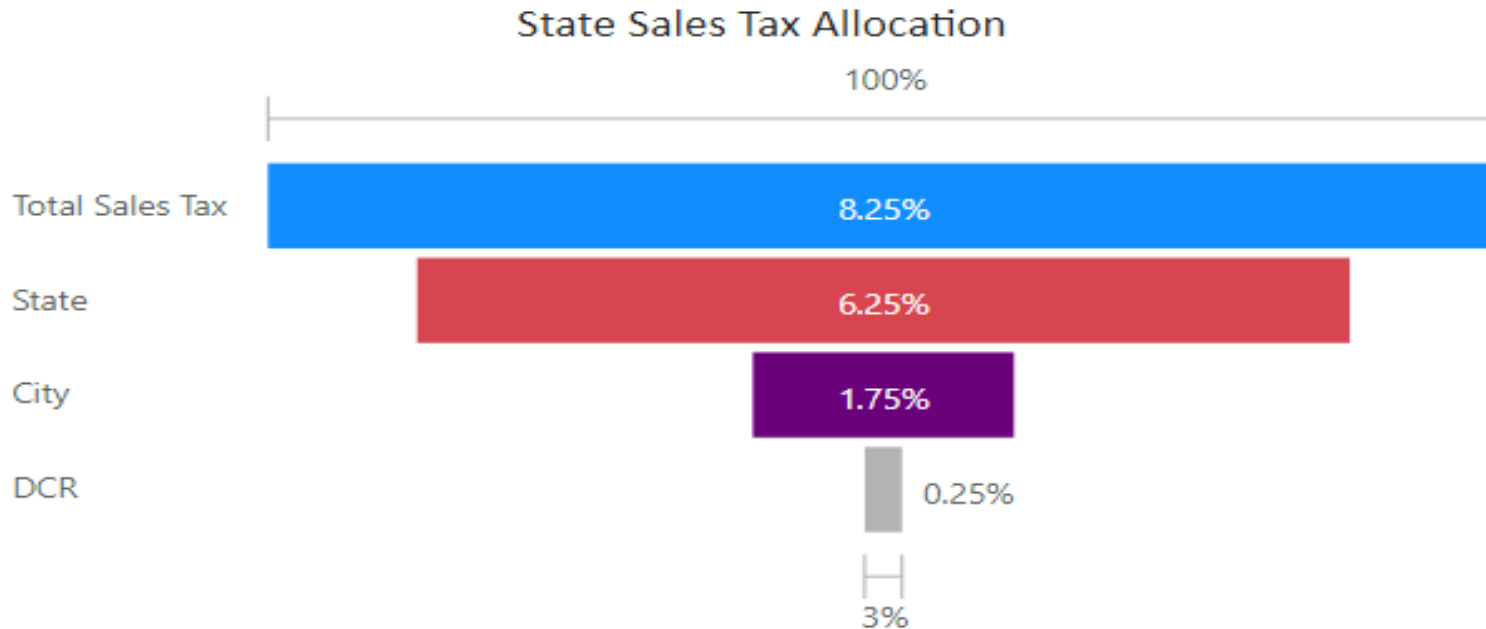
Sales Tax Analysis

Executive Summary

Sales tax is one of the most important revenue streams for the City, but it's also highly volatile and subject to risk. This analysis is intended to highlight the City's sales tax collections in comparison to its expected performance, which is the amount of revenue received compared to the budget.

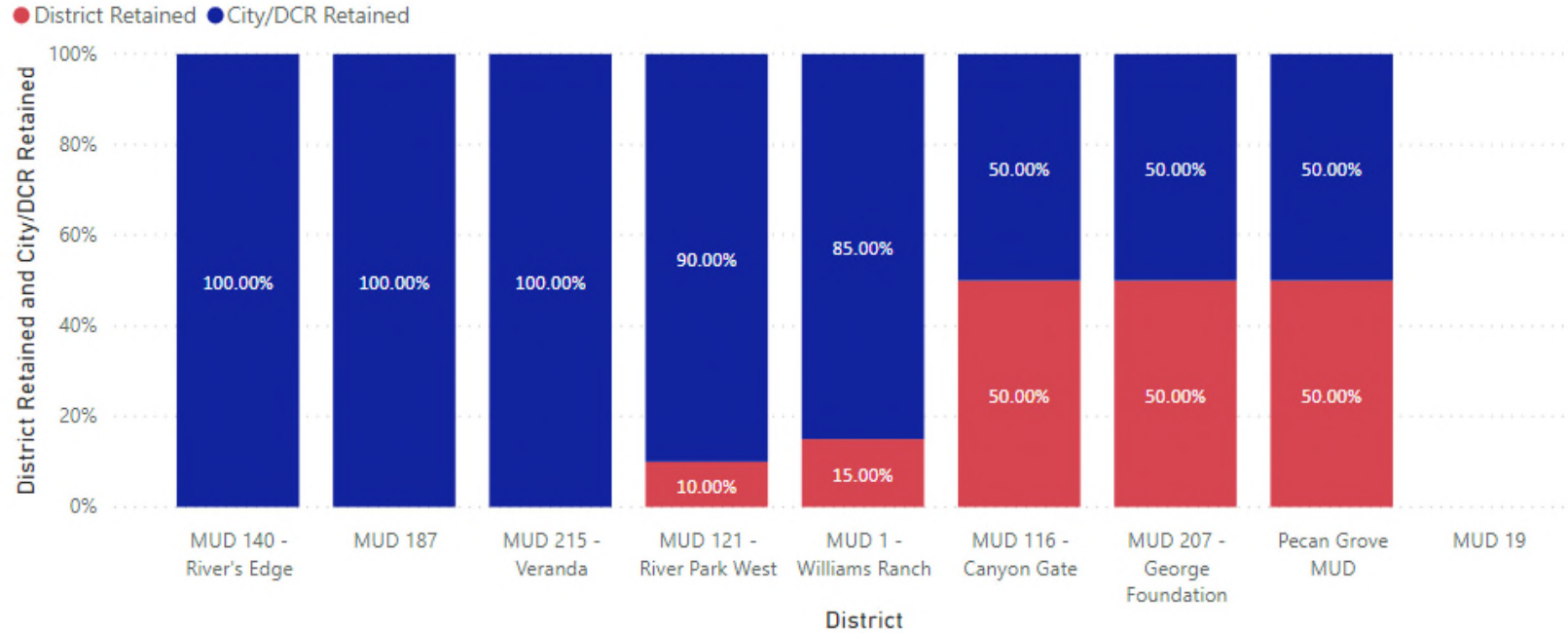
In Texas, the State Comptroller's Office receives sales tax two months before it is remitted to the City, as a result there is a two-month timing difference between the State collection of revenue and the revenue sent to the City. This report covers sales tax payments received by the City from the Texas Comptroller's Office in the month of **January**, which reflects sales tax collections for the month of **November**.

The total sales tax rate within Richmond is 8.25%, of that total, 6.25% is collected and retained by the Texas Comptroller's office, and the remaining 2% is remitted to the City. Consistent with the comprehensive master plan, the City has entered into several strategic partnership agreements (SPAs) that allow for limited purpose annexation and the collection of sales tax within certain municipal utility districts (MUDs). While the City receives 100% of the sales tax collected within the City, these strategic partnership agreements provide for, in most cases, some sharing of the sales tax revenue (between the City and MUDs). As a result of these agreements, after the City remits the MUDs proportional share of its sales tax, the City then remits 25% of the remaining sales tax to the Development Corporation and retains 75% in the General Fund.



Sales Tax Analysis

District Sales Tax Allocation



Key Statistics

Net Sales Tax Payment

- January Collection:
 - Total Net Collections: \$625,390
 - One-Time Positive Audit Adjustment: \$3,298
 - Outlook: Positive

City Sales Tax

- January Collection:
 - Total Net Collections are \$429,242
- January Compared to Budget:
 - Current month: 4.71%
 - Average Year to date: 12.74%

Sales Tax Analysis

Summary of Performance

Quarter Label	Net Payment	SPA Collections	City Retained SPA	Gross City Collections	MUD Expense SPA	City Retained	Budget Amount	DCR Retained
Q1								
1 - October	605,058	113,297	58,907	467,391	-54,390	413,000	417,444	137,667
2 - November	761,170	118,749	61,508	585,188	-57,240	527,947	452,569	175,982
3 - December	819,687	117,471	60,988	628,886	-56,483	572,403	443,077	190,801
Total	2,185,914	349,517	181,403	1,681,464	-168,114	1,513,351	1,313,089	504,450
Q2								
4 - January	625,390	110,220	57,152	482,310	-53,068	429,242	409,926	143,081
Total	625,390	110,220	57,152	482,310	-53,068	429,242	409,926	143,081
Total	2,811,305	459,737	238,555	2,163,774	-221,181	1,942,592	1,723,016	647,531

City Sales Tax

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	Prior Year City Retained	City Retained	YoY City % Chg	Budget Amount	Actual / Budget (\$)	Actual / Budget (%)
Q1									
1 - October	543,165	605,058	11.39%	369,807	413,000	11.68%	417,444	-4,443	-1.06%
2 - November	631,586	761,170	20.52%	439,720	527,947	20.06%	452,569	75,379	16.66%
3 - December	624,289	819,687	31.30%	432,794	572,403	32.26%	443,077	129,326	29.19%
Total	1,799,040	2,185,914	21.50%	1,242,321	1,513,351	21.82%	1,313,089	200,261	15.25%
Q2									
4 - January	533,734	625,390	17.17%	365,494	429,242	17.44%	409,926	19,315	4.71%
Total	533,734	625,390	17.17%	365,494	429,242	17.44%	409,926	19,315	4.71%
Total	2,332,774	2,811,305	20.51%	1,607,815	1,942,592	20.82%	1,723,016	219,577	12.74%

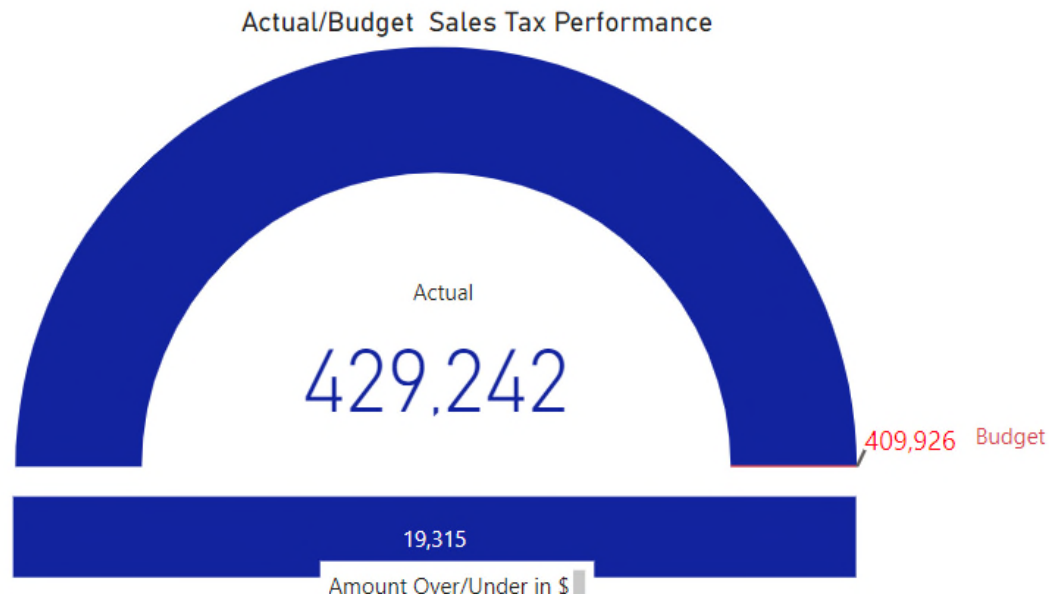
Sales Tax Analysis

DCR Sales Tax

Quarter Label	Prior Year Net Payment	Net Payment	YoY Net % Chg	DCR Prior Retained	DCR Retained	YoY DCR % Chg	DCR Budget	DCR Act/Bud (\$)	DCR Act/Bud (%)
Q1									
1 - October	543,165	605,058	11.39%	123,269	137,667	11.68%	128,712	8,955	6.50%
2 - November	631,586	761,170	20.52%	146,573	175,982	20.06%	139,542	36,440	20.71%
3 - December	624,289	819,687	31.30%	144,265	190,801	32.26%	136,615	54,186	28.40%
Total	1,799,040	2,185,914	21.50%	414,107	504,450	21.82%	404,869	99,581	19.74%
Q2									
4 - January	533,734	625,390	17.17%	121,831	143,081	17.44%	126,394	16,687	11.66%
Total	533,734	625,390	17.17%	121,831	143,081	17.44%	126,394	16,687	11.66%
Total	2,332,774	2,811,305	20.51%	535,938	647,531	20.82%	531,263	116,268	17.96%

City Current Month at a Glance

The graphs below indicate that City sales tax collections are \$429,242 in January, compared to the budget allocation of \$409,926. The total collections are over budget by \$19,315, which is 4.71% higher than expected. This month a one-time positive audit adjustment in the amount \$3,297.92 was received.

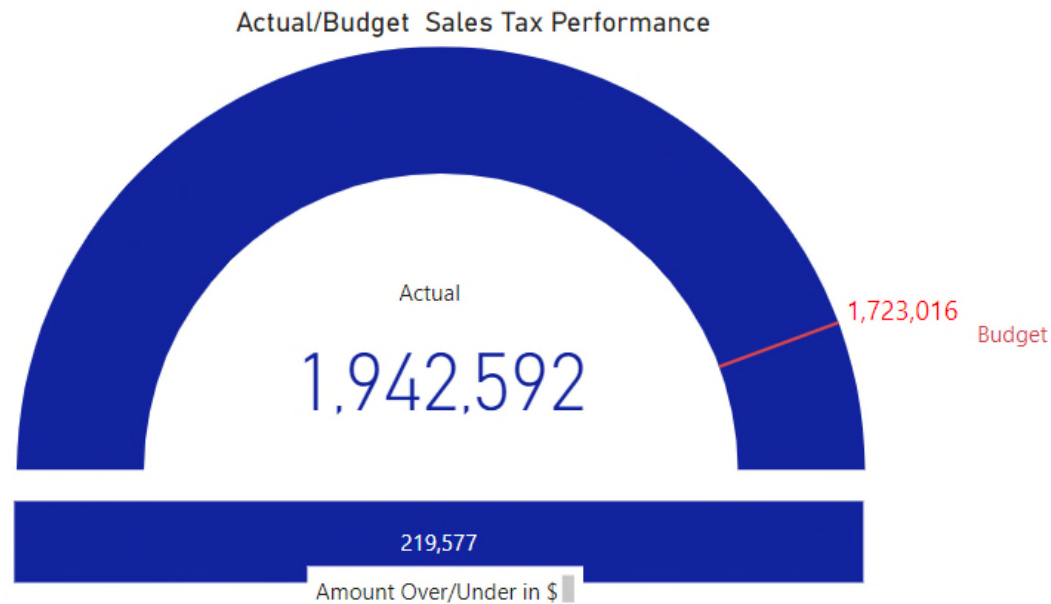


Sales Tax Analysis

City Year-to-Date at a Glance

The graphs below indicate that total sales tax collections are \$1,942,592 for the fiscal year, compared to the budgeted sales tax of \$1,723,016. January is the fourth month in the 2021 fiscal year, therefore collections will continue to increase with the passing of each subsequent month.

The City will accumulate and monitor any excess sales tax revenue and will recognize any actual gains at the end of the year once all revenues have been received. This approach helps minimize the month to month volatility of collections.



Sales Tax Analysis

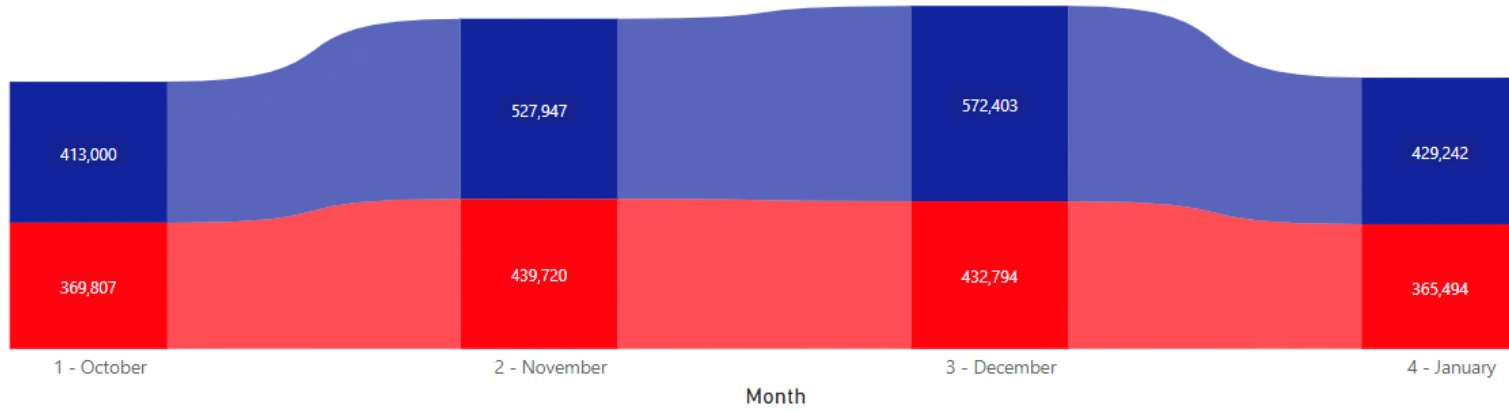
City Historical Performance

YOY Sales Tax Performance

● Prior Year City Retained ● City Retained

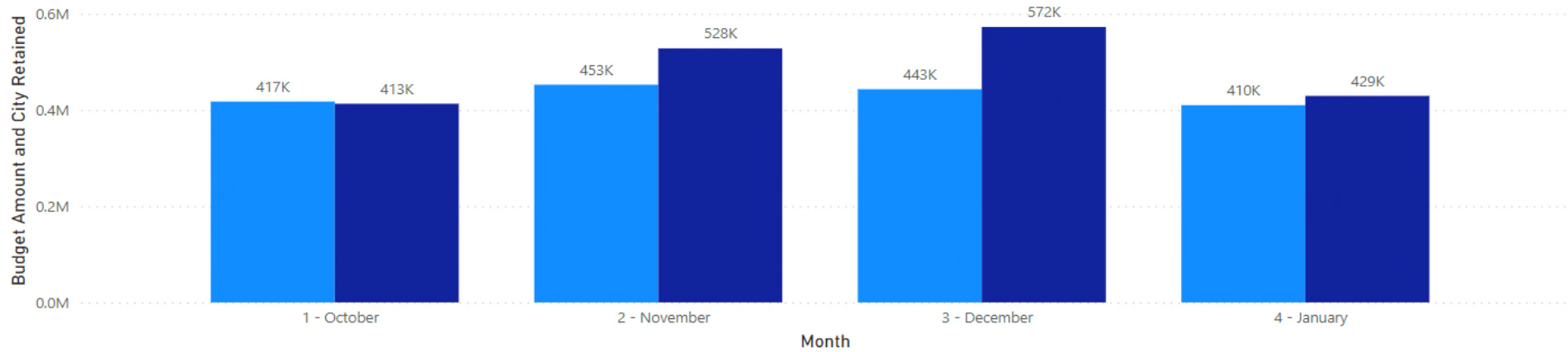
10/1/2020

1/31/2021



Actual/Budget Sales Tax Performance

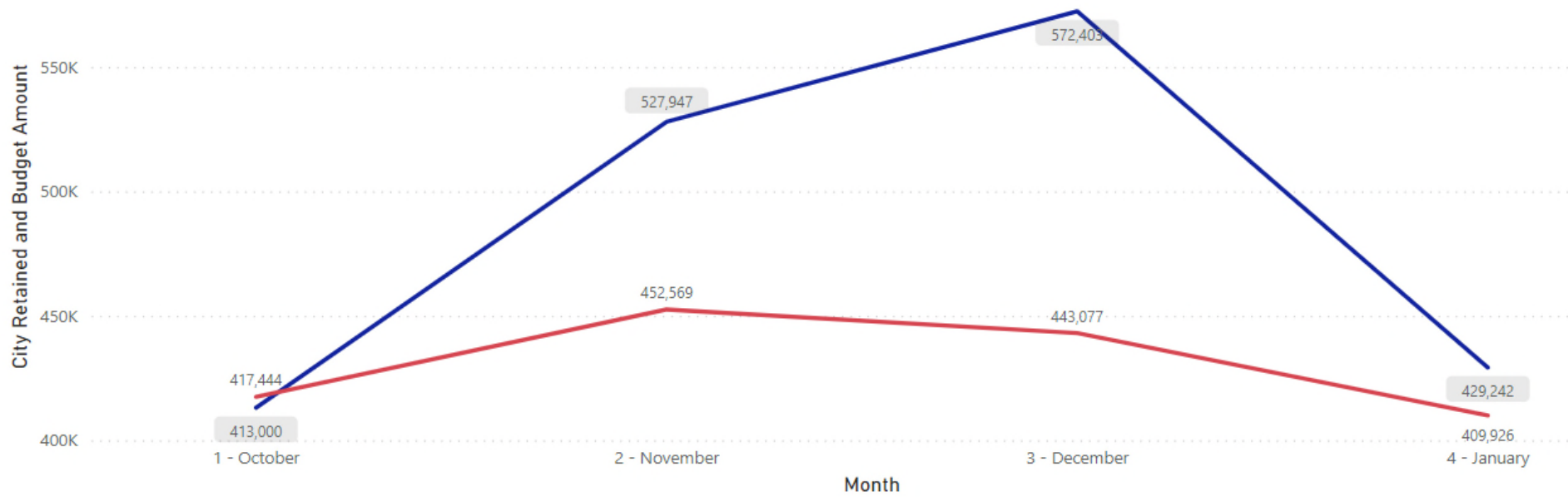
● Budget Amount ● City Retained



Sales Tax Analysis

Sales Tax Performance Actual to Budget

● City Retained ● Budget Amount



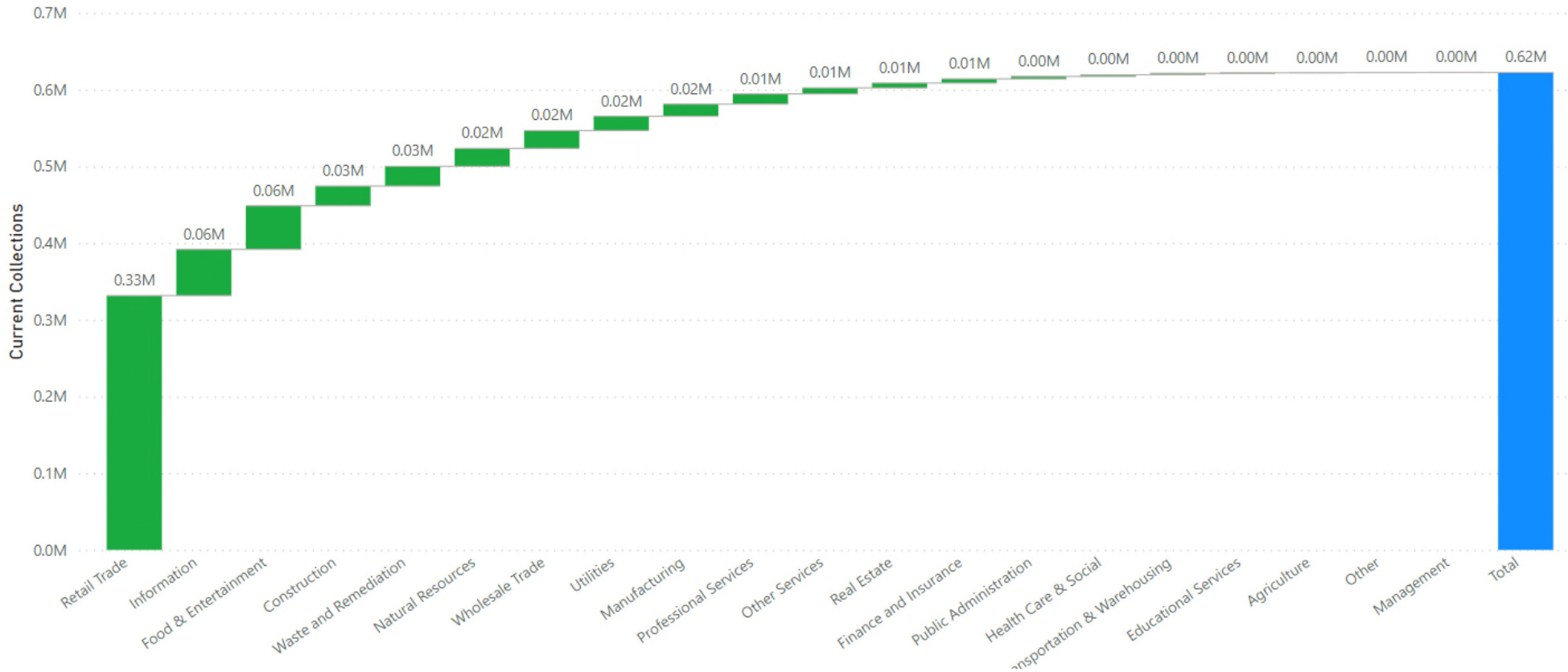
Sales Tax Analysis

Monthly Payment Allocation by Sector

This chart shows the makeup of this month's net payment by sector.

For a monthly comparison to last year by sector, please see the written analysis below the chart.

YTD Sales Tax Waterfall by Sector



Monthly Analysis Compared to Prior Year

The Retail Trade and Food & Entertainment Sectors are the primary industry sectors for the City and combined make up approximately 55% of the total collections. The sectors described in this analysis below make-up approximately 90% of the total collections for the City.

Retail: The Retail sector increased by 20.63% when compared to the same period in the prior year. The increase is the result of timing and better performance year-over-year in the Clothing and Non-store subsectors. Most of the increase in this sector appears to be driven by online retail collections.

Food & Entertainment: The Food & Entertainment sector Increased by 16.63% when compared to the same period in the prior year. The Restaurant and Food Services subsector was responsible for most of the increase, and same store collections were primarily the driver of the increase.

Information: The Information sector increased by 21.32% when compared to the same period in the prior year. The increase is primarily in the Telecommunications subsector where there has been continued volatility throughout the year because of timing.

Natural Resources: The Natural Resources sector increased by 75.87% when compared to the same period in the prior year. The increase in this sector is the result of an industry closely tied to Construction. Collections in this sector should be treated as one-time collections due to the volatility of the subsectors' collections.

Professional Services: The Professional Services sector increased by 7.83% when compared to the same period in the prior year. The increase in collections is related to service-related businesses online.

Utilities: The Utility sector increased by 25.94% when compared to the same period in the prior year.

Wholesale Trade: The Wholesale Trade sector increased 25.36% when compared to the same period in the prior year. The sector has come back in line with expectations as staff continues to monitor it for one-time type collections.

Waste & Remediation: The Waste & Remediation sector increased by 9.14% when compared to the same period in the prior year. The increase in collections occurred primarily in the Administrative & Support Services subsector.

Manufacturing: The Manufacturing sector decreased by 41.42% when compared to the same period in the prior year. The decrease in collections occurred primarily in the Plastic & Rubber subsectors, as a result of one-time collections in the prior year.

* The collections by sector information is directly from the Confidentiality Report received from the Texas Comptroller's Office. The numbers reflected in the Confidentiality Report are unadjusted and will not match the Net Collections that the Comptroller publishes. The Net Collections published publicly include all tax payers, whereas the Confidentiality Report only includes tax payers that annually remit more than \$5,000, and does not include the other adjustments made to the Net Allocation. In order to remain confidential only the aggregate data by sector, and subsector can be reported.

THE INFORMATION PROVIDED TO THE CITY IS CONFIDENTIAL. It is not open to public inspection. A city may use the information only for the purpose of economic forecasting (Tex. Tax Code 321.3022(c)). Unauthorized distribution of confidential information is punishable by 6 months in jail and a \$1,000 fine (Tex. Govt Code sec. 552.352). As a result staff cannot answer specific questions about companies included within the aggregate sales tax number in this report.

Sales Tax Analysis

Monthly Sales Tax Volatility

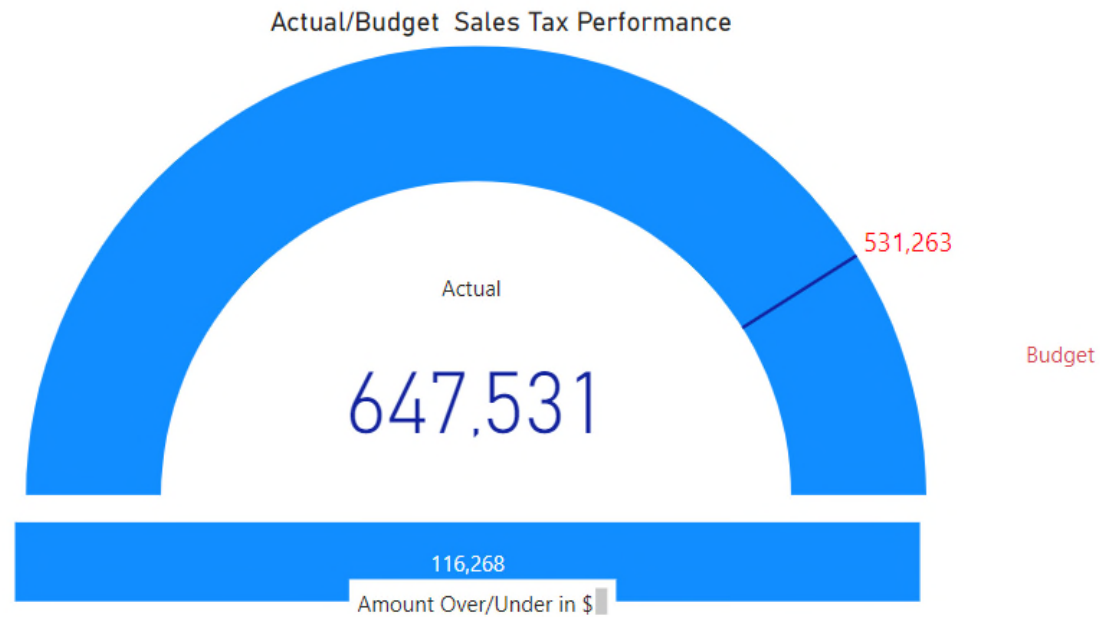


The City budgets sales tax on a conservative basis because collections are extremely volatile in nature. The graph above highlights the monthly volatility in sales tax.

Sales Tax Analysis

Development Corporation Sales Tax

- **Year-to-Date thru January Collection:**
 - Total collections are \$647,531
- **January Compared to Budget:**
 - Current month: Up 11.66%
 - Average Year to date: Up 17.96%
- **Year-over-Year Sales Tax Performance:**
 - Current month: Up 17.44%
 - Year to date: Up 20.82%



Sales Tax Analysis

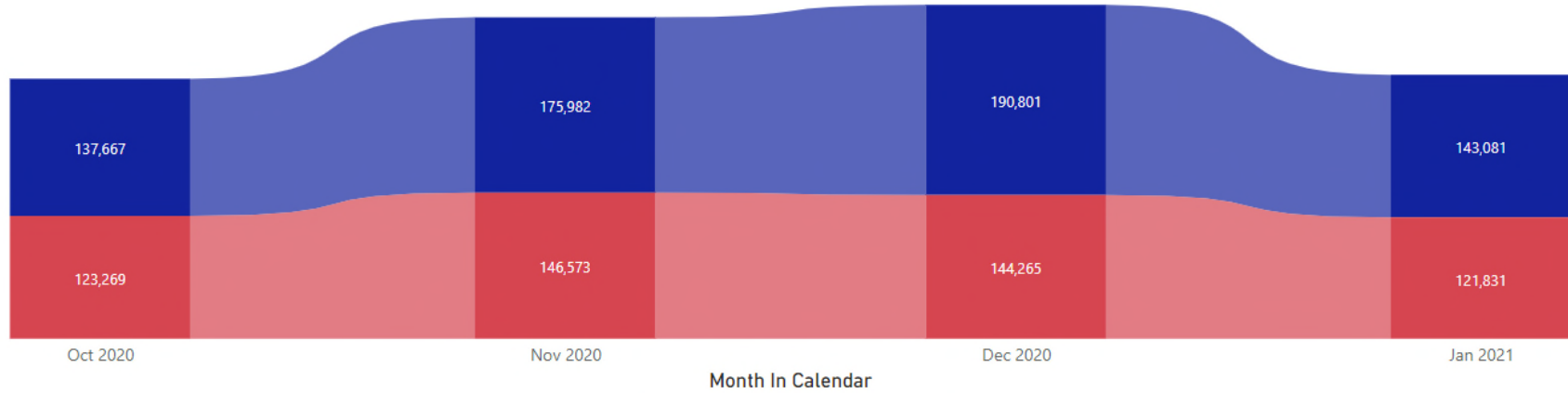
YOY Sales Tax Performance

DateKey

10/1/2020

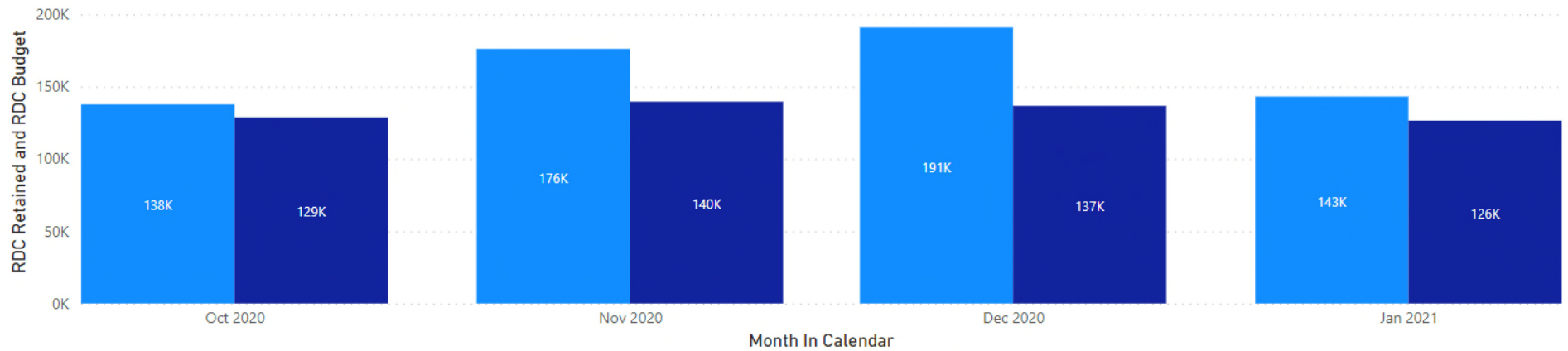
1/31/2021

● DCR Retained ● DCR Prior Retained



Actual/Budget Sales Tax Performance

● RDC Retained ● RDC Budget



Sales Tax Background

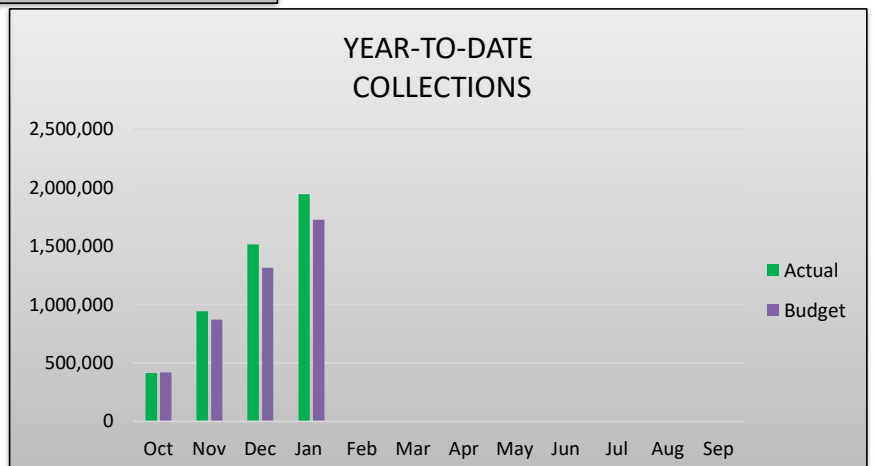
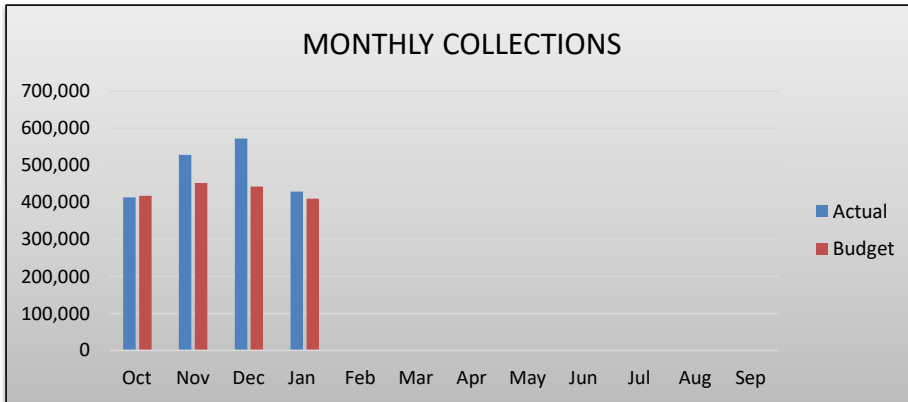
Sales tax is an important but volatile revenue stream for the City, and it is closely monitored and analyzed.

Understanding how the City develops the sales tax forecast is an important part of this publication. This year the sales tax forecast utilized a conservative approach of an approximate 3% increase from the previous budget to maintain modest fiscal expectations.

Once developed, the sales tax budget is distributed across the months based on the percentage of collections that month would historically receive. It's important to understand that there are factors that can cause peaks and valleys in this distribution. These peaks and valleys are a result of the timing of the collection (i.e. when the business makes payment), the receipt of one-time collections, and audit adjustments, which can increase or decrease the actual collection. It is this volatility of the collections that make the comparison on a monthly basis a challenge. While sustained high or low monthly collections may signal a change in the trend, the individual monthly comparison will not provide a complete picture, thus greater attention should be paid to the year-to-date collections and budget.

**CITY OF RICHMOND, TEXAS
SALES TAX REVENUE**

	GROSS (Includes Dev. Corp & SPAs)		GENERAL FUND ALLOCATION		GENERAL FUND BUDGET		Year-to-Date Target to Budget
	Prior Year %		Actual Income		Budgeted Income		
	Total Received	Increase (Decrease) Month to Month	Monthly	Total Received Year-to-Date	Monthly	Total Budget Year-to-Date	
	0	0%					100% = Budget
Fiscal Year 2020							
Oct	543,165	6%	369,807	369,807	329,433	329,433	112.26%
Nov	631,586	20%	439,720	809,527	387,551	716,984	112.91%
Dec	624,289	10%	432,794	1,242,321	400,046	1,117,030	111.22%
Jan	533,734	20%	365,494	1,607,815	339,502	1,456,532	110.39%
Feb	710,813	14%	495,572	2,103,387	405,093	1,861,625	112.99%
Mar	536,909	16%	369,325	2,472,712	354,270	2,215,895	111.59%
Apr	551,969	5%	377,728	2,850,440	350,713	2,566,608	111.06%
May	643,006	11%	440,808	3,291,248	430,249	2,996,857	109.82%
Jun	571,790	-3%	392,341	3,683,588	423,932	3,420,789	107.68%
Jul	581,742	11%	392,764	4,076,353	381,459	3,802,248	107.21%
Aug	707,921	20%	486,272	4,562,624	416,448	4,218,696	108.15%
Sep	599,259	5%	414,109	4,976,734	426,303	4,644,999	107.14%
Fiscal Year 2021							
Oct	605,058	11%	413,000	413,000	417,444	417,444	98.94%
Nov	761,170	21%	527,947	940,948	452,569	870,013	108.15%
Dec	819,687	31%	572,403	1,513,351	443,077	1,313,090	115.25%
Jan	625,390	17%	429,242	1,942,592	409,926	1,723,016	112.74%
Feb	0		0		529,089	2,252,105	
Mar	0		0		382,976	2,635,081	
Apr	0		0		434,419	3,069,500	
May	0		0		479,227	3,548,727	
Jun	0		0		440,480	3,989,207	
Jul	0		0		438,400	4,427,607	
Aug	0		0		511,315	4,938,922	
Sep	0		0		461,078	5,400,000	





City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

- A10. Review and consider taking action on Resolution No. 353-2021, approving and authorizing Amendment No. 5 to the Water Supply and Wastewater Services Contract with Fort Bend County MUD No. 140 to clarify the maximum authorized purchase rate per connection.



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: February 15, 2021

Staff Review:

City Manager _____
City Attorney _____
Finance _____
Fire Department _____
Police Department _____
Public Works _____

AGENDA ITEM: Fort Bend County Municipal Utility District (MUD) 140, Texas Commission on Environmental Quality (TCEQ) Notice of Violation

SUBMITTED BY: Howard Christian, Assistant City Manager

SYNOPSIS

The City provides utility service for the citizens of Richmond and several surrounding MUD districts. Each MUD district, in addition to the City, that has a unique water system ID routinely gets inspected/audited by the TCEQ. The City provides wholesale water and wastewater treatment to eight surrounding MUD's. The City provides Utility service to six (6) of those MUD's and five (5) have unique water system identifications (ID). Having a unique water system ID, means the TCEQ completes individual inspections for compliance. This is a MUD 140 deficiency and does not reflect on the City.

COMPREHENSIVE PLAN 2014 GOALS ADDRESSED

BACKGROUND

On August 10, 2020 the TCEQ completed a comprehensive compliance investigation for MUD 140. On October 8, 2020, as the operator of the district, we received a copy of the results of the investigation. In addition to several documentation requests, the TCEQ recommended that MUD 140 needed to increase the amount of water in their water supply contract with the City to match the calculations (gallons/equivalent service connections) used for the City's Utility Master Plan.

In the Utility Master Plan, the City's Engineer allocated enough capacity to MUD 140 for ultimate planning purposes, but the original agreement listed a specific gallon amount that did not equal the master plan.

The recommended corrective action from the TCEQ was to amend the agreement to match stated available capacity of water in the master plan to the number of connections of the MUD. This is mostly a technicality and the attached agreement meets the intent of the recommended corrective action.

BUDGET ANALYSIS

FUNDING SOURCE	ACCOUNT NUMBER	PROJECT CODE/NAME	FY 2021 FUNDS BUDGETED	FY 2021 FUNDS AVAILABLE	AMOUNT REQUESTED

BUDGET AMENDMENT REQUIRED? YES _____ NO _____

Purchasing Review:
Financial/Budget Review:

FORM CIQ: _____

FORM 1295 _____

SUPPORTING MATERIALS

Draft amendment for MUD 140 water supply agreement

STAFF'S RECOMMENDATION

Staff recommends approving and authorizing the signature of Amendment No. 5 to the Water Supply and Wastewater Services Contract with Fort Bend County MUD No. 140 to clarify the maximum authorized purchase rate per connection.

City Manager Approval: _____

**AMENDMENT NO. 5 TO THE
WATER SUPPLY AND WASTEWATER SERVICES CONTRACT
BETWEEN
THE CITY OF RICHMOND, TEXAS
AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 140**

This AMENDMENT NO. 5 (“Amendment”) to the AMENDED AND RESTATED WATER SUPPLY AND WASTEWATER SERVICES CONTRACT dated July 1, 2004 (“Contract”) is entered into between THE CITY OF RICHMOND, TEXAS (“City”) and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 140 (“District”) effective the 1st day of January 2021.

Background

The Texas Commission on Environmental Quality sent a notice of violation to the District dated October 8, 2020 (the “Notice of Violation”), alleging, among other things, that the Contract does not authorize the purchase of enough water to meet the monthly or annual needs of the District.

The City and the District have determined that the alleged violation refers to the maximum rate at which water must be supplied by the City to the District to meet customer demand during peak usage.

The District and the City now desire to amend the Contract to address the issue raised by the Notice of Violation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and the District, agree as follows:

SECTION 1. Section 3.3 of the Contract shall be amended to read as follows:

3.3. **Maximum Number of Gallons.** The City agrees to provide up to four hundred fifty thousand four hundred and fifty (450,450) Gpd of Water to the District. **Subject to the limitations contained in the previous sentence,** the maximum authorized purchase rate per connection shall be equal to 0.49 gallons per minute and such figure shall automatically be adjusted to be consistent with the City's then-current system requirements pursuant to Texas Administrative Code §290.45(f)(4), including any Alternative Capacity Requirements approved by the Commission.

SECTION 2. The following typographical errors are hereby corrected in Amendment No. 1 to the Contract dated September 19, 2005, ("Amendment No. 1") and Amendment No. 3 to the Contract dated July 16, 2007 ("Amendment No. 3"):

- I. References to Section 2.3 of the Contract in Section 2 of Amendment No.1 are hereby corrected to refer to Section 3.3 of the Contract.
- II. References to Section 2.3 of the Contract in Section 1 of Amendment No.3 are hereby corrected to refer to Section 3.3 of the Contract.

SECTION 3. All other terms and conditions of the Contract, including any amendments thereto, shall remain in full force and effect.

[Signature page follows]

FORT BEND COUNTY MUNICIPAL

UTILITY DISTRICT NO. 140

By: _____

David Smith, President

(DISTRICT SEAL)

CITY OF RICHMOND, TEXAS

By: _____

Rebecca K. Haas, Mayor

ATTEST:

By: _____

Name: _____

Title: _____



RESOLUTION NO. 353-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, APPROVING AND AUTHORIZING AMENDMENT NUMBER 5 TO THE WATER SUPPLY AND WASTEWATER SERVICES CONTRACT BETWEEN THE CITY OF RICHMOND, TEXAS AND FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 140

The City of Richmond, Texas (“City”) and Fort Bend County Municipal Utility District No. 140 (“District”) entered into an Amended and Restated Water Supply and Wastewater Services Contract dated July 1, 2004 (“Contract”).

The Texas Commission on Environmental Quality sent a notice of violation to the District dated October 8, 2020 (the “Notice of Violation”), alleging, among other things, that the Contract does not authorize the purchase of enough water to meet the monthly or annual needs of the District.

The City and the District have determined that the alleged violation refers to the maximum rate at which water must be supplied by the City to the District to meet customer demand during peak usage.

The City and the District desire to amend the Contract to address the issue raised by the Notice of Violation, 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 and authorizes the Mayor to sign Amendment No. 5 to the Water Supply and Wastewater Services Contract between the City of Richmond, Texas and Fort Bend County Municipal Utility District No. 140 as attached in Exhibit “A.”

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

PASSED AND APPROVED on this the 15th day of February 2021.

Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Scarlato, City Secretary

Gary W. Smith, City Attorney

Exhibit "A"

**AMENDMENT NO. 5 TO THE
WATER SUPPLY AND WASTEWATER SERVICES CONTRACT
BETWEEN
THE CITY OF RICHMOND, TEXAS
AND
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 140**

This AMENDMENT NO. 5 (“Amendment”) to the AMENDED AND RESTATED WATER SUPPLY AND WASTEWATER SERVICES CONTRACT dated July 1, 2004 (“Contract”) is entered into between THE CITY OF RICHMOND, TEXAS (“City”) and FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 140 (“District”) effective the 1st day of January 2021.

Background

The Texas Commission on Environmental Quality sent a notice of violation to the District dated October 8, 2020 (the “Notice of Violation”), alleging, among other things, that the Contract does not authorize the purchase of enough water to meet the monthly or annual needs of the District.

The City and the District have determined that the alleged violation refers to the maximum rate at which water must be supplied by the City to the District to meet customer demand during peak usage.

The District and the City now desire to amend the Contract to address the issue raised by the Notice of Violation.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and the District, agree as follows:

SECTION 1. Section 3.3 of the Contract shall be amended to read as follows:

3.3. **Maximum Number of Gallons.** The City agrees to provide up to four hundred fifty thousand four hundred and fifty (450,450) Gpd of Water to the District. Subject to the limitations contained in the previous sentence, the maximum authorized purchase rate per connection shall be equal to 0.49 gallons per minute and such figure shall automatically be adjusted to be consistent with the City’s then-current system requirements pursuant to Texas Administrative Code §290.45(f)(4), including any Alternative Capacity Requirements approved by the Commission.

SECTION 2. The following typographical errors are hereby corrected in Amendment No. 1 to the Contract dated September 19, 2005, (“Amendment No. 1”) and Amendment No. 3 to the Contract dated July 16, 2007 (“Amendment No. 3”):

- I. References to Section 2.3 of the Contract in Section 2 of Amendment No.1 are hereby corrected to refer to Section 3.3 of the Contract.
- II. References to Section 2.3 of the Contract in Section 1 of Amendment No.3 are hereby corrected to refer to Section 3.3 of the Contract.

SECTION 3. All other terms and conditions of the Contract, including any amendments thereto, shall remain in full force and effect.

[Signature pages follow]

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 140**

By: _____
David Smith, President

(DISTRICT SEAL)

CITY OF RICHMOND, TEXAS

By: _____
Rebecca K. Haas, Mayor

ATTEST:

By: _____

Name: _____

Title: _____



City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A11. Review and consider taking action on Resolution No. 355-2021 approving and authorizing a temporary resale agreement with Dow Chemical Company.



RESOLUTION NO. 355-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, AUTHORIZING A TEMPORARY RESALE OF WATER AGREEMENT WITH THE DOW CHEMICAL COMPANY

The City of Richmond (Richmond), by virtue of a System Water Availability Agreement with Brazos River Authority (BRA) has authority to purchase 2,773 acre-feet of raw water per fiscal year.

Richmond will not have a need for such water and desires to temporarily resell the 2,773 acre-feet of water to The Dow Chemical Company (DOW).

BRA has agreed to consent to such resale of water.

The City Commission of the City of Richmond deems it in the public interest to authorize a temporary resale of 2,773 acre-feet of water to The Dow Chemical Company; 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 authorizes a temporary agreement for the resale of 2,773 acre-feet of water to The Dow Chemical Company as attached in Exhibit "A."

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

PASSED AND APPROVED on this the 15th day of February 2021.

Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Scarlato, City Secretary

Gary W. Smith, City Attorney

Exhibit "A"

WATER SUPPLY AGREEMENT BETWEEN CITY OF RICHMOND AND THE DOW CHEMICAL COMPANY

This Water Supply Agreement ("Agreement") is entered into by and between the **CITY OF RICHMOND, TEXAS** ("City") and **THE DOW CHEMICAL COMPANY** ("Purchaser").

Agreement

The City and the Purchaser agree as follows:

Article I. Definitions

In this Agreement:

BRA means the Brazos River Authority.

City means the City of Richmond, Texas.

Contract means contracts between the BRA and City, effective September 4, 2019, attached hereto and incorporated herein as Exhibit A.

Purchaser means The Dow Chemical Company.

Point of Delivery means the point(s) where the Purchaser will divert Water from the Brazos River as shown on Exhibit A-1 of the Temporary Consent to Assignment.

Temporary Consent to Assignment means an agreement between BRA, City and Purchaser, dated January 19, 2021 attached hereto and incorporated herein as Exhibit B.

Water means the raw water the City has a right to receive under the Contract between the BRA and City.

Article II. Term

2.1. This Agreement is effective upon the BRA approval of the Temporary Consent to Assignment ("Effective Date"), and terminates on August 31, 2023 or when the Purchaser has withdrawn 2,773 acre-feet of Water annually for the three years, whichever occurs first ("Termination Date"). This Agreement may be extended for an additional two year period from the Termination Date with thirty (30) days written notice to BRA by City. None of the parties to this Agreement will have any rights or obligations set forth in this Agreement before Effective Date. This Agreement will be null and void if, and at such time as, the BRA does not approve the Temporary Consent to

Assignment or the BRA terminates the Temporary Consent to Assignment for any reason prior to the Termination Date set forth in this Agreement.

Article III. Water Supply

3.1. The City allows the Purchaser to withdraw from the Point of Delivery an amount of Water not to exceed 2,773 acre-feet of Water, as specified under the Contract between the BRA and City, to supplement the Purchaser's water supplies.

3.2. The Purchaser is not allowed to withdraw any Water before the Effective Date of the Temporary Consent to Assignment, and Purchaser must withdraw the Water under this Agreement prior to the Termination Date or at such time as specified by the BRA in the Temporary Consent to Assignment.

3.3. Until the Termination Date, the City designates Purchaser as its agent to the BRA for the sole purpose of coordinating the delivery of Water under this Agreement.

3.4. Under this Agreement

(a) The Purchaser must abide by all of the terms and conditions of the Contract between the BRA and City, attached hereto and incorporated herein as Exhibit A, and the Temporary Consent to Assignment between BRA, City and Purchaser, attached hereto and incorporated herein as Exhibit B. The Purchaser shall hold harmless the City, its officers, employees, and agents from any loss, damages, claims, expenses (including the expenses of litigation and attorney's fees) arising from Purchaser's failure to abide by its obligations under this Paragraph and this Agreement. This provision shall survive expiration of this Agreement.

(b) The Water availability is dependent on the provisions specified in the Contract between the BRA and City.

(c) The City does not guarantee that the quality of the Water meets the Purchaser's intended use(s). THE WATER IS PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND THE CITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

(d) The Purchaser must comply with all BRA water reporting requirements.

(e) The Purchaser represents and warrants that it will use the 2,773 acre-feet of Water under this Agreement for the purpose of industrial use and may not assign this Agreement without the City's prior written consent.

Article IV. Payment

4.1. The Purchaser will pay the City the applicable BRA System Rate of \$79.00 per acre-foot of Water. The Purchaser will pay the City \$219,067 for the 2,773 acre-feet of Water within thirty (30) days from the Effective Date of this Agreement ("Due Date").

4.2. Payment must be delivered by the Due Date to the City's Finance Department, 402 Morton Street, Richmond, Texas 77469.

4.3. The City will refund to the Purchaser any amount paid to the City by the Purchaser for Water the BRA is unable to provide as specified under the terms of the Contract between the BRA and City.

Article V. Fort Bend Subsidence District Credits

5.1. The City's Groundwater Reduction Plan will receive any Fort Bend Subsidence District credits generated by the City supplying the Water to the Purchaser.

Article VI. Miscellaneous Provisions

6.1. Notices. All notices and other communications given or made pursuant to this Agreement must be in writing and deemed effective (i) upon personal delivery to the party to be notified; (ii) when sent by facsimile or electronic mail (E-mail) if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day of the date sent; (iii) the first (1st) business day following deposit with any courier service that provides a same day or overnight courier service that guarantees receipted delivery; or (iv) three (3) days after the notice is deposited in the United States mail as certified or registered mail, postage prepaid; in each case addressed to the party to be notified, at the address set forth below or at such other address, facsimile number or electronic mail (E-mail) address for a party as that party may specify in writing to the other party from time to time:

For the City:

City of Richmond, Texas
402 Morton Street
Richmond, Texas 77469
Attention: City Manager
Facsimile number: 281-232-8626

With a copy to: City
of Richmond
600 Morton Street
Richmond, Texas 77469
Attention: Assistant City Manager/Director of Public Works
Facsimile number: 281-232-0704
Email: hchristian@richmondtx.gov

For the Purchaser:

The Dow Chemical Company
2301 Brazosport Blvd., B-3501
Freeport, Texas 77541
Attention: Derek Rester
Phone: 979-238-4628
E-mail: DHRester@dow.com

With a copy to:
Carlos Moreno, Lead Counsel
The Dow Chemical Company
332 Highway 332 E
Lake Jackson, Texas 77566
Phone: 979-238-0407
E-mail: cmoreno3@dow.com

Either party may change its address or contact information by giving ten (10) business days notice to the other party.

6.2. Law and Venue. Texas law governs this Agreement and any lawsuit arising out of this Agreement must be filed in a court that has jurisdiction in Fort Bend County, Texas.

6.3. Force Majeure. Neither party is in default if performance of this Agreement is delayed, disrupted, or becomes impossible because of any act of God, drought, flood, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties.

6.4. Entire Agreement. This Agreement represents the entire agreement between the City and the Purchaser and supersedes all prior negotiations, representations, or contracts, either written or oral between the City and Purchaser. This Agreement may be amended only by written instrument signed by both parties.

6.5. Dispute Resolution Procedures. If a party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

(Signature Page follows)

THE CITY OF RICHMOND, TEXAS

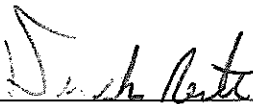
Rebecca K. Haas, Mayor

Date: _____

ATTEST:

Laura Scarlato, City Secretary

THE DOW CHEMICAL COMPANY


By: DEREK RESTOR, Title PRODUCTION DIRECTOR

Date: 1/22/21

ATTEST:

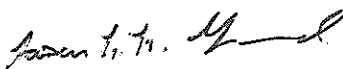

By: Jason Garrard, Title OPX Leader

Exhibit A

SYSTEM WATER AVAILABILITY AGREEMENT

*Brazos River Authority
P. O. Box 7555
Waco, Texas 76714-7555
(254) 761-3100*



CITY OF RICHMOND

**SYSTEM WATER AVAILABILITY AGREEMENT
BETWEEN
BRAZOS RIVER AUTHORITY
AND
CITY OF RICHMOND**

AGREEMENT made and entered into this the 4th day of September 2019, by and between **BRAZOS RIVER AUTHORITY** ("BRA"), a river authority of the State of Texas, and **CITY OF RICHMOND** ("Purchaser") of Fort Bend County, Texas.

1. RECITALS. BRA owns and operates various reservoirs in the Brazos River Basin. BRA also has entered into contracts with the United States of America by virtue of which it has obtained the right to utilize for water supply purposes a portion of the usable storage space in various reservoirs owned and operated by the United States Army Corps of Engineers ("USACE"). BRA is authorized by the State of Texas to store state waters in the reservoirs owned by BRA and various reservoirs owned and operated by the USACE in the Brazos River Basin; BRA has been granted water rights permits and certificates of adjudication by the Texas Commission on Environmental Quality, or its predecessors, and to make such stored waters available for beneficial use. BRA is authorized to operate the System as a hydrologic unit(s) to more efficiently utilize the waters of the Brazos River Basin included in the System and to make water available to meet the needs of BRA's customers.

BRA's System Operation Permit authorization allows BRA to use naturally occurring flows in the basin and return flows from wastewater treatment plants, in conjunction with the water supply in the reservoirs within the BRA water supply system. The uncontrolled natural flow, originating downstream of the BRA's reservoirs during wet times, can be augmented by releases from BRA reservoirs upstream during dry times and collectively achieve a System yield that is greater than the sum of the individual reservoir yields.

Purchaser wishes to contract with BRA to make available 2,773 acre-feet of Sys Ops Water per Fiscal Year under the terms of this Agreement pursuant to the System-wide pricing methodology, and BRA agrees to make water available to Purchaser pursuant to the terms and conditions herein provided.

2. DEFINITIONS.

- a) The term "Agreement" means this agreement.
- b) The term "Annual Contracted Amount" shall mean the total volume, expressed in acre-feet per Fiscal Year, which BRA agrees to make available and Purchaser agrees to purchase. For this Agreement, the amount is 2,773 acre-feet.
- c) The term "BRA" shall mean Brazos River Authority.
- d) The term "Board" shall mean the Board of Directors of Brazos River Authority.
- e) The term "Budgeted Cost of Service" shall mean all reasonable economic requirements to develop, operate, maintain, protect and/or expand the System. Specific

costs include, but are not limited to, personnel, operations, capital, infrastructure, financing, administration and overhead.

f) The term "Fiscal Year" shall mean BRA's fiscal year from September 1 through August 31, or such other annual fiscal year period as BRA may later determine.

g) The term "Industrial Use" shall mean the use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, including the development of power by means other than hydroelectric, but does not include agricultural use.

h) The term "Irrigation Use" shall mean the use of water for the irrigation of crops, trees, and pasture land, including, but not limited to, golf courses and parks which do not receive water through a municipal distribution system.

i) The term "Mining Use" shall mean the use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.

j) The term "Municipal Use" shall mean the use of potable water within a community or municipality and its environs for domestic, recreational, commercial, or industrial purposes or for the watering of golf courses, parks and parkways, or the use of reclaimed water in lieu of potable water for the preceding purposes or the use of return flows authorized pursuant to Texas Water Code, §11.042, in lieu of potable water for the preceding purpose, the application of municipal sewage effluent on land, under a Texas Water Code, Chapter 26, permit where:

(A) the application site is land owned or leased by the Chapter 26 permit holder; or

(B) the application site is within an area for which the TCEQ has adopted a no-discharge rule.

k) The term "Overuse" shall mean withdrawal or release of water in excess of the amount contracted.

l) The term "Purchaser" shall mean City of Richmond.

m) The term "Reuse" shall mean the authorized use of any portion of the water sold hereunder that remains unconsumed after the water is used for the purpose authorized herein.

n) The term "Sys Ops Water" shall mean raw water derived from and made available under this Agreement through the issuance of BRA's System Operation Permit.

o) The term "System" shall mean BRA's water supply system and shall include the BRA's facilities, infrastructure and properties insofar as they are related to making water available from the BRA together with all future extensions, improvements, enlargements, and additions to and/or all replacements thereof whether from surface water supplies, groundwater, System Operation Permit, current and/or future TCEQ water right permits or certificates of adjudication, contractual rights to water supply, or a combination thereof, unless specifically excluded from the System by resolution of the Board.

p) The term "System Operation Permit" shall mean Permit No. 5851 issued on November 30, 2016; whereby the BRA is authorized by TCEQ the right to contract for Sys Ops Water with customers in areas designated by TCEQ.

q) The term "System Rate" shall mean the annual rate per acre-foot of water established by BRA from time to time under the system-wide pricing methodology for water made available to Purchaser from the System under this Agreement.

r) The term "TCEQ" shall mean the Texas Commission on Environmental Quality or any successor regulatory bodies, either state or federal, with the power to regulate water rights permitting, water quality, metering and/or reporting within the Brazos River Basin.

7. UNCONDITIONAL NATURE OF PAYMENT OBLIGATION; PRICE.

a) Purchaser unconditionally agrees to pay BRA annually for the water agreed to be made available to Purchaser hereunder at a price equal to the product of multiplying the System Rate times the Annual Contracted Amount regardless of whether the full Annual Contracted Amount of water is diverted and used by Purchaser.

b) The System Rate shall be established annually by the Board; it shall be calculated by utilizing a Budgeted Cost of Service basis considering the water supply System costs and the acre-feet of long term water sold under contract; and it shall be just, reasonable and non-discriminatory. Purchaser shall be provided at least 15 days' notice of the proposed amount and the meeting date at which the System Rate shall be established and shall be provided an invoice before the payment is due and payable. The System Rate has been established by the Board at a rate of \$79.00 per acre-foot of water agreed to be made available annually to Purchaser for the current Fiscal Year. BRA shall not increase the System Rate other than on a Fiscal Year basis, which determines the System Rate for the following Fiscal Year under this Agreement, except for unforeseeable reasons of a serious or substantial nature. Such reasons include Force Majeure, government legislation or regulations, or permit requirements.

8. SOURCE OF PAYMENTS. The payments to be made hereunder by Purchaser shall constitute operating expenses of Purchaser's water works system or Purchaser's combined water works and sewer system. Purchaser shall charge rates for services of its water works system or its combined water works and sewer systems that will be sufficient to pay the operating and maintenance expenses thereof, including the payments provided for hereunder, and the interest on and principal of, as the same come due and mature, obligations issued by Purchaser now or hereafter payable from the revenues of said system or systems.

9. INTEREST ON PAST DUE PAYMENT. In the event of failure of Purchaser to make any payment to BRA provided to be made in this Agreement at the time when same shall be due, the past due payment shall bear interest at the lesser of the highest rate allowed by applicable law or 18 percent per year.

10. REMEDIES FOR NONPAYMENT OR DEFAULT. Should Purchaser fail to make any payment to BRA when due hereunder or otherwise be in default in performance or compliance of any provision herein, BRA, at its sole option and in addition to and without impairing any other remedy available to it on account of the default, may elect to: (i) suspend its duty to make water available to Purchaser under this Agreement; (ii) terminate this Agreement, by providing written notice of such termination delivered to Purchaser on or before 30 days before the date specified in said notice of termination, provided that the nonpayment or other default with respect to which notice of termination of this Agreement has been given, shall not be cured by the date specified in such notice; or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach of any of the terms of this Agreement or as provided herein, the Purchaser shall immediately discontinue all diversions and use of water made available hereunder.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

11. REMEDIES FOR OVERUSE. Purchaser recognizes that any diversion of water in excess of its Annual Contracted Amount will impact BRA's ability to make available water to BRA's other raw water customers. Purchaser agrees that if for any reason it needs to exceed the Annual Contracted Amount, Purchaser will give written notice to BRA 30 days in advance of the need for such additional water and in such notice will state the reason for the additional need, the amount of water needed to be made available, and the duration of the need. BRA, in its sole discretion, may make all or a portion of the requested water available. Nothing contained herein shall obligate the BRA to provide water in excess of the Annual Contracted Amount nor should Purchaser rely on additional water being made available in excess of the Annual Contracted Amount except as approved by BRA under the terms stated herein.

In the event that BRA determines that it can make all or a portion of the requested water available without adversely impacting its ability to make water available to its other customers, Purchaser shall pay for such water to be made available in advance of diversion at a rate that is equal to twice the current System Rate.

In the event Purchaser fails to notify BRA of its need for additional water to be made available, and exceeds the Annual Contracted Amount or should Purchaser, after notification of BRA and BRA's determination that additional water is not available for Purchaser's use, nonetheless exceed the Annual Contracted Amount, BRA may elect to: (i) cancel this Agreement by providing written notice of such cancellation delivered to Purchaser on or before thirty (30) days before the date specified in said notice of cancellation; (ii) charge the Purchaser for the overuse at a rate of the lesser of ten times the System Rate or the highest charge allowed by law at the time of breach; and/or (iii) disable Purchaser's meter and not allow Purchaser to divert water.

In the event, BRA elects to terminate this Agreement for a breach for overuse, the Purchaser shall immediately discontinue all diversions of use of water made available hereunder.

Nothing in this Agreement shall be construed in any manner so as to abridge, limit, or deprive either party hereunto of any means which it would otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

12. DIVERSION POINT(S). Upon execution of this Agreement, the BRA and the Purchaser shall agree on a point(s) of diversion which shall be attached hereto and incorporated by reference herein for all purposes as Exhibit "A". Withdrawal facilities for diversion of water made available under this Agreement shall be solely the responsibility of Purchaser and shall comply with Section 14., below. Subsequent changes regarding the location of the diversion point(s) are in the sole discretion of the BRA and shall only be made by written amendment. Any change in the location of the diversion point(s) without the written consent of BRA is not allowed.

13. DIVERSION RATE. At least thirteen (13) working days before it shall desire to divert water agreed to be made available pursuant to this Amendment, Purchaser shall notify BRA of the date and time of anticipated pumping, the specific diversion point(s) it will be pumping water from, and the desired daily pumpage rate and volume. If BRA determines that run-of-river water is not available to be pumped at the diversion point(s), BRA endeavors to make releases of water from the System at such times and in such amounts as will make water available for Purchaser to pump water at the diversion point(s) at the rate thus specified without violation of the water rights of others; however, nothing in this Section shall be construed as requiring BRA to make releases of water if Purchaser's use has been discontinued pursuant to the terms of this Agreement. During times when Purchaser is pumping run-of-river water from the System under this Agreement and BRA determines flows are no longer adequate, disruptions in pumping may occur to allow time for BRA to deliver stored water from the System to Purchaser's diversion point(s).

When Purchaser desires to discontinue pumping or to change the rates at which it shall be able to pump water at the diversion point(s), it shall notify BRA at least twelve (12) working days in advance of the date on which pumping is to be discontinued or changed, specifying in said notice the rate it desires to be able to pump thereafter. At the time of said notice, if releases of stored water are being made to deliver water to Purchaser's diversion point(s), BRA shall discontinue releases or appropriately modify the releases made by it so as to make water available for Purchaser to pump at the new rate, beginning on the date specified in said notice.

Notices under this provision may be given by telephone but must be confirmed in writing prior to diversion in accordance with Section 28. of this Agreement. When the quantity of run-of-river water pumped by Purchaser combined with the amount of stored water released from System for pumping by Purchaser equals the Annual Contracted Amount, Purchaser shall have no further right hereunder to call on BRA to make water available, and BRA shall have no further obligation hereunder to make water available to Purchaser.

14. WITHDRAWAL FACILITIES. The provision of facilities for diversion of the water agreed to be made available by BRA to Purchaser hereunder shall be solely the responsibility of Purchaser, including the right to legally access land to place such facilities. Where applicable, BRA may allow the construction of such facilities on and across BRA land, subject to the conditions, requisites, insurance requirements and/or obligations as established from time to time by the BRA, USACE and/or any other applicable regulatory body. Prior to construction of such facilities, Purchaser shall coordinate with BRA to determine the location, size and type of facilities to be installed. At the termination of this Agreement, all facilities must be removed and the land restored to its original condition in a manner acceptable to BRA.

15. METERING. Purchaser agrees that, at its sole cost and expense, it shall own, install, operate and maintain meters for the accurate measuring of all water diverted by Purchaser under this Agreement in order to aid BRA in accurately reporting water usage to the TCEQ as required by applicable law or regulation. Prior to pumping any water, Purchaser shall allow BRA and any other regulatory agencies access to such meter in order to verify its accuracy. Such meter or meters shall be tested and calibrated for accuracy by and at the expense of Purchaser once each Fiscal Year at intervals of approximately 12

months, and a report of such test and calibration shall be furnished to BRA. BRA shall be given at least two prior days' notice of the time of any test and calibration of Purchaser's meters, or any of them, and BRA shall have the right to have a representative present at each test to observe the test and any adjustments found thereby to be necessary. BRA shall have the right to inspect and check the accuracy of Purchaser's meter or meters at any time during usual business hours after not less than one nor more than five (5) days' notice. In the event any question arises at any time as to the accuracy of any such meter, such meter shall be tested promptly upon demand of BRA, the expense of such test to be borne by BRA if the meter is found to be correct and by Purchaser if it is found to be incorrect. Readings within 5% of accuracy, plus or minus, shall be considered correct. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of 5% of accuracy, plus or minus), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon, but in case the period is not definitely known and agreed upon, the period shall be extended back 180 days from the date of the initial BRA demand for meter testing, and the records of readings shall be adjusted accordingly. In addition, Purchaser shall permit BRA to access its meter at all times and releases BRA from any and all liability for disabling the meter in the event Purchaser is in default of this Agreement.

16. REPORTING Purchaser agrees that it will keep accurate records of the daily readings from the meter or meters installed pursuant to Section 15., Metering, above. These records shall be subject to inspection by BRA and/or TCEQ at reasonable times and places. Purchaser shall submit reports to BRA pursuant to BRA and/or TCEQ requirements at regular time intervals specified by BRA or as required by TCEQ, in addition to any other reporting requirements set forth by BRA and/or TCEQ. In addition to other contractual penalties and/or damages, failure to comply with BRA and/or TCEQ reporting requirements will result in monetary penalties assessed by BRA, TCEQ, and/or any other applicable regulatory body.

17. SYSTEM EXPANSION. Purchaser and BRA understand that BRA may desire to make water available to other customers in a manner or in an amount which may necessitate expansion or enlargement of or additions to the System and that in connection with any such expansion, enlargement or addition, BRA will incur additional costs. The reasonable costs incurred by BRA related to such expansion, enlargement, or addition shall be costs of the System.

18. DROUGHT CONTINGENCY PLAN. Purchaser agrees to abide by any and all policies and/or procedures, adopted from time to time by the BRA, related to water conservation and drought response, including but not limited to: the BRA "Drought Contingency Plan" adopted by the Board on April 29, 2019, or any subsequent Drought Contingency Plan duly adopted by the Board, and any and all drought contingency programs developed by the BRA. If required by applicable law or regulation or by BRA, Purchaser agrees to develop a drought contingency program, submit a copy to the BRA for review, and agrees the water made available and diverted by Purchaser pursuant to this Agreement will be used in accordance with such program. Purchaser recognizes and agrees that should the BRA's Drought Contingency Plan, and the implementation of any requirements thereof, result in the curtailment of water, Purchaser shall be required to immediately reduce the water made available under this Agreement by an amount

determined solely by the BRA, and any withdrawal in excess of this amount during the time of drought shall be considered a default by Purchaser. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to BRA's Drought Contingency Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a drought contingency program in compliance with such applicable law or regulation.

19. WATER CONSERVATION. It is the intent of the parties to this Agreement to provide to the maximum extent practicable for the conservation of water, and Purchaser agrees that it is a condition of this Agreement that it shall maintain and operate its facilities in a manner that will prevent unnecessary waste of water. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water conservation. Purchaser agrees to abide by the "Brazos River Authority Water Conservation Plan" adopted by the Board on April 29, 2019, or any subsequent Water Conservation Plan duly adopted by the Board and any Water Conservation Plan developed and adopted by the BRA. In addition, Purchaser agrees to implement its own water conservation plan and submit a copy to the BRA for review. Purchaser further agrees that the water impounded and/or diverted by Purchaser pursuant to this Agreement will be used in accordance with such plans. Purchaser shall implement water conservation measures that provide for the utilization of those reasonable practices, techniques, and technologies that will reduce on a per unit basis the consumption of water, prevent or reduce the loss or waste of water, improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future and alternative uses. The practices, techniques, and technologies used shall be designed to achieve a level of efficiency of use that is equal to or greater than the level provided for in BRA's Water Conservation Plan. Purchaser further agrees to amend its water conservation plan, as necessary, to reflect amendments in state law, regulations or BRA's water conservation rules and regulations. Purchaser agrees that if a shortage of water results from drought, accident, or other cause, BRA shall divide the water made available to all its customers on a pro rata basis in accordance with the amount of water to which each customer may be entitled or the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan. In the event Purchaser furnishes water or water services to a third party that in turn will furnish the water or services to the ultimate consumer, the requirements relative to the BRA's Water Conservation Plan and Purchaser's plan shall be met through contractual agreements between Purchaser and the third party providing for the establishment and implementation of a water conservation program in compliance with such applicable law or regulation.

20. WATER QUALITY. As a further condition of this Agreement, Purchaser also agrees that it will comply with applicable water quality standards of the State in the diversion, use, or discharge of water made available hereunder. BRA, in accordance with applicable law or regulation, may from time to time adopt reasonable rules and regulations relating to water quality protection. If required by applicable law or regulation, Purchaser agrees to implement appropriate water quality protection measures including, without

limitation, a non-point source water pollution abatement program in accordance with a non-point source water pollution abatement plan.

21. REUSE. All rights to Reuse made available under this Agreement that is either disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water shall remain with the BRA. Purchaser may not use, sell, or make available to others, any form of Reuse without the express written consent of the BRA. However, Purchaser may directly reuse treated wastewater effluent or untreated water provided that such water has not been previously disposed of or discharged or otherwise allowed to flow into a watercourse, reservoir, or other body of state-owned water.

22. INTERBASIN TRANSFER. Water made available under this Agreement shall not be transferred or used outside of the Brazos River Basin unless Purchaser obtains the express written consent of BRA and obtains all required governmental approvals.

23. SHORTAGES AND YEARLY REPORTS. BRA makes no guarantee that any reservoirs or other sources of supply in the System will be maintained at any specific level at any particular time. Purchaser bears all transportation losses prior to final diversion. It is fully understood by the parties hereto that the level of reservoirs or other sources of supply in the System will vary as a result of weather conditions beyond the control of BRA, the use of water from the System by other water customers of BRA, and in USACE reservoirs, as a result of releases made by the USACE and that this instrument is merely an agreement to require BRA to make available water when and if water is present in the System, and to allow Purchaser to make withdrawals of the water subject to the general law on distribution and allocation of water during shortages of supply and in conformity with BRA's water rights from the TCEQ and the System.

BRA covenants that it will use its best reasonable efforts in accordance with accepted hydrological engineering practices to provide the quantities of water agreed to be provided herein. In the event of a drought of greater severity than that previously experienced, or if for any other reason water in the System becomes in short supply, Purchaser acknowledges and agrees that BRA may curtail or cutback Purchaser's water utilization. Purchaser acknowledges that it shall hold BRA harmless from any and all liability, damages, claims or actions which may exist as a result of shortages of water to be made available.

24. REDUCTION IN CONTRACTED AMOUNT. Purchaser recognizes and agrees that the Annual Contracted Amount made available is Sys Ops Water and may be reduced by regulatory bodies in charge of issuing such permits. If a regulatory body reduces the amount of water made available to BRA under the System Operation Permit, BRA shall reduce the amount of water made available under this Agreement to Purchaser in a manner that equitably affects all Impacted BRA customers.

25. OPERATION OF SYSTEM; BRA'S OTHER CONTRACTS. The right of BRA to maintain and operate the System and at any and all times to impound, release and make available waters therefrom in any lawful manner and to any lawful extent BRA may see fit is recognized by Purchaser; and, except as otherwise provided herein, there

shall be no obligation hereunder upon BRA to pump or not pump, store or not to store, or to release and make available or not to release or make available any waters at any time or to maintain any waters at any specified level or to operate the System in any manner not in compliance with applicable laws or regulations, and BRA's water rights. BRA may enter into agreements with other parties regarding the System, including its operation and maintenance and the storage, release and making available water therefrom. BRA makes no representation as to the quality of the water in the System.

26. FORCE MAJEURE. Notwithstanding anything herein to the contrary, neither party hereto shall be under any liability or be deemed in default with respect to its obligations under this Agreement for any failure to perform or for delay in performing such party's obligations hereunder (except for the obligation to pay money) where such failure or delay is due to force majeure, while and to the extent that such performance is prevented by such cause. The term force majeure means acts of God, fire, storm, flood, war, terrorist activity, riots, sabotage, major infrastructure failure, drought, lack of availability of water due to sedimentation, low inflows of water to, or lack of water supply in the System, strikes or other differences with labor (whether or not within the power of the parties to settle same), decrees, actions or orders of the courts or other governmental authority, or other similar or dissimilar causes not within the reasonable control of such party and not due to negligence of such party. Each party shall use due diligence to resume performance of any obligation suspended by force majeure at the earliest practicable time.

27. WAIVER. Any waiver at any time by any party of its rights with respect to default or any right granted under this Agreement shall not be deemed a waiver of such rights with respect to any subsequent default or matter.

28. NOTICES AND CERTIFICATIONS. Notices and certifications provided for in this Agreement shall be in writing. The same shall be delivered by standard overnight carriers or postal service, sent postage paid, or hand delivered, to the respective parties at the following addresses:

BRA: Brazos River Authority
P.O. Box 7555
Waco, Texas 76714-7555
or
4600 Cobbs Drive
Waco, Texas 76710
Telephone: 254-761-3100
Email: info@brazos.org

Purchaser: City of Richmond
402 Morton Street
Richmond, TX 77469
Telephone: 281-342-5456
Email: tvela@richmondbx.gov

Either party may change its address as shown above by written notice to the other party.

29. OTHER REQUIREMENTS. This Agreement is subject to all conditions, provisions, and limitations included in BRA's water rights from applicable state agencies. Further, this Agreement is subject to all applicable federal, state and local laws, BRA policies and procedures, any and all regulatory requirements, and any other applicable ordinances, rules, orders and regulations of any local, state or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation of any governmental authority.

30. SEVERABILITY. The provisions of this Agreement are severable, and if for any reason any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

31. INDEMNITY/HOLD HARMLESS CLAUSE. TO THE EXTENT ALLOWED BY LAW, THE PURCHASER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO. IN ADDITION, THE PURCHASER AGREES TO KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS' OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS AGREEMENT OR FOR ANY NEGLIGENT ACT OR OMISSION OF THE PURCHASER RELATED TO THE PROVISION OF WATER MADE AVAILABLE UNDER THIS AGREEMENT OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PURCHASER OR THE PURCHASER'S AGENTS, SUBCONSULTANT, OR EMPLOYEES.

32. MULTIPLE CONTRACTS. If Purchaser possesses more than one long-term water supply agreement with the BRA for diversion of water with the same diversion point or a diversion point within the same general location, water use or consumption shall be applied against the oldest contract first, until all quantities of water that may be diverted from such diversion point under that contract have been fully utilized and billed against, and then in like manner to each successive contract in date order, from oldest to most recent. Once water use or consumption has been so applied against all previous contracts, any remaining usage shall be applied against this Agreement.

33. WATER SURPLUS, RESALE AND ASSIGNMENT. Should Purchaser determine that it has water surplus to its anticipated needs from the water to be made available by BRA under this Agreement, Purchaser may provide the BRA with a minimum of ninety days' written notice as to the amount of water no longer needed to be made available to it and, subject to BRA approval, return such water to BRA. If approved by BRA, this Agreement will be amended to reduce the amount of water to be made available to Purchaser, and Purchaser will be relieved of the obligation to make payments for such availability of water beginning on the first day of the next Fiscal Year.

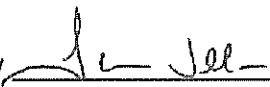
If Purchaser does not wish to return the excess water to the BRA, Purchaser may elect to resell the water on a temporary basis to a third party with prior approval of the BRA, on a form approved by the BRA, and in compliance with the BRA's Water Policy, as in effect at the time of request. Purchaser shall remain responsible for tendering full payment to the BRA in advance of the temporary resale period and agrees to monitor the third party's performance, ensuring compliance with all terms of this Agreement.


The assignment of BRA water by Purchaser is prohibited; provided, however, the Brazos River Authority may allow Purchaser to permanently assign the Agreement to a third party in the event of the following: 1) name changes, restructuring, mergers, acquisitions, assignments, or other transfers of a business, organization or entity; 2) acquisition, transfer of an interest in the Agreement through inheritance, change in marital status, or interfamily transfer; 3) Purchaser has sold the real property underlying the Agreement and the new owner of the real property desires to continue use of Agreement; 4) a court order necessitating the assignment of the Agreement has been issued; or 5) a change in BRA Water Policy. Such assignments will only be approved if the diversion location and use remain are not modified or changed and only on a form acceptable to the BRA.

Additionally, if the Purchaser intends to resell the water under this Agreement, then the contract for resale of the water must have water conservation requirements so that each successive wholesale customer in the resale of the water is required to implement water conservation measures meeting the requirements of this Agreement.


34. TERM OF AGREEMENT. The term of this Agreement shall begin on the Effective Date, Section 3., and shall end on August 31, 2045. At the sole discretion of the BRA, this Agreement may be renewed thereafter at the written request of Purchaser under the terms and conditions of BRA's standard long-term water availability contract at that time for so long as, and to the extent that, BRA determines it has Sys Ops Water available for purchase.

CITY OF RICHMOND

By 
 Terri Vela
 City Manager

ATTEST:

 Laura Scarlato
 City Secretary

BRAZOS RIVER AUTHORITY

By 
 David Collinsworth
 General Manager/CEO

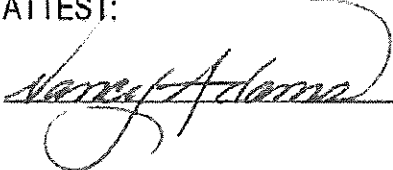
ATTEST:




EXHIBIT A: CITY OF RICHMOND 2,773-ACFT (MU)

Contract ID: RICHMOND 20

Diversion 1:

RICHMOND 20, N29.577 W95.779, HPDT2 RMOT2 (1202)

Downstream Main Stem, Lower Basin, Fort Bend County

WAP Reach: Hempstead to Richmond Gage – NRG Other

Prepared by: Julie Andress, Water Accounting Specialist, 7/16/2019

Exhibit B

**TEMPORARY RESALE AMENDMENT TO SYSTEM WATER
AVAILABILITY AGREEMENT BETWEEN BRAZOS RIVER AUTHORITY AND CITY OF
RICHMOND**

This Temporary Resale Amendment ("Amendment") is entered into to be effective as of the ____ day of _____, 2020 ("Effective Date"), by and between Brazos River Authority ("BRA"), a river authority of the State of Texas, City of Richmond ("Purchaser"), and The Dow Chemical Company ("Resale Purchaser"), (collectively, the "Parties").

RECITALS

WHEREAS, BRA and Purchaser entered into a System Water Availability Agreement ("Agreement") with an effective date of September 1, 2019, whereby BRA agreed to make available and Purchaser agreed to purchase 2,773 acre-feet of raw water per Fiscal Year for municipal purposes; and

WHEREAS, in accordance with Section 39 of the Agreement, Purchaser has requested to temporarily resell 2,773 acre-feet of raw water made available under the Agreement to Resale Purchaser; and

WHEREAS, to facilitate this resale, Purchaser requires the addition of temporary diversion points from which Resale Purchaser may access water made available under the Agreement and the authorization to use the water for industrial purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to temporarily amend the Agreement as follows:

AMENDMENTS

1. The BRA hereby consents to the temporary resale of 2,773 acre-feet of water under the Agreement to the Resale Purchaser. Unless terminated earlier consistent with the terms of this Amendment, this consent shall be effective from the Effective Date to August 31, 2023 (the "Termination Date") with an option to extend an additional two year period from the Termination Date with 30 days' written notice provided to BRA by Purchaser. In the event Purchaser exercises the option for an additional two year period, the terms and conditions of this Amendment shall remain in effect until August 31, 2025.
2. Until the Termination Date, Resale Purchaser may divert raw water made available under the Agreement at the locations shown on Exhibit "A-1", attached hereto and incorporated by reference herein.
3. Resale Purchaser may utilize the water for industrial purposes.
4. Until the Termination Date, any reference to Exhibit "A" in the Agreement shall also be deemed a reference to Exhibit "A-1".
5. Resale Purchaser hereby agrees to abide by all of the terms and conditions contained in the Agreement and accepts any and all liability for any failure to do so.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

By: _____
 DAVID COLLINSWORTH
Title: **GENERAL MANAGER/CEO**
Date: _____
Attest: _____

CITY OF RICHMOND

By: _____
Title: _____
Date: _____
Attest: _____



THE DOW CHEMICAL COMPANY

By: *David R. ...*
Title: *PRODUCTION DIRECTOR*
Date: *1/22/21*
Attest: *David R. ...*

EXHIBIT A-1



RESALE with CITY OF RICHMOND

EXHIBIT A-1: DOW CHEMICAL COMPANY, 2,773-ACFT (IN)

Contract ID: RICHMOND-DOW 21

Diversion ID: RICHMOND-DOW 21

RICHMOND – DOW-Brazoria

N29.052426 W95.552414, ROST2 ROST2 (1110), Main Stem Brazos River
Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Brazoria

RICHMOND – DOW-Harris

N29.243325 W95.562173, ROST2 ROST2 (1110), Main Stem Brazos River
Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Harris

Prepared by: Julie Andress, Water Accounting Specialist, updated 12/2/2020



City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A12. Review and consider taking action on Resolution No. 354-2021 approving and authorizing a temporary resale of raw water under the System Water Availability Agreement with Brazos River Authority.



RESOLUTION NO. 354-2021

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF RICHMOND, TEXAS, AUTHORIZING A TEMPORARY RESALE OF WATER TO THE DOW CHEMICAL COMPANY UNDER THE SYSTEM WATER AVAILABILITY AGREEMENT WITH BRAZOS RIVER AUTHORITY

The Brazos River Authority (BRA) and the City of Richmond (Richmond) entered into the System Water Availability Agreement with effective date of September 1, 2019, whereby BRA agreed to make available and Richmond agreed to purchase 2,773 acre-feet of raw water per fiscal year.

Richmond has requested to temporarily resell 2,773 acre-feet of water under the Agreement to The Dow Chemical Company, the Resale Purchaser.

BRA has agreed to consent to such resale of water.

The City Commission of the City of Richmond deems it in the public interest to authorize a temporary resale of 2,773 acre-feet of water to The Dow Chemical Company under the System Water Availability Agreement with BRA; 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 authorizes a temporary resale of 2,773 acre-feet of water to The Dow Chemical Company under the System Water Availability Agreement with the Brazos River Authority as attached in Exhibit "A."

Section 3. The assignment will in no way relieve the City of Richmond from any of its obligations under the System Water Availability Agreement.

Section 4. Effective Date. This Resolution shall be effective from and after its adoption.

PASSED AND APPROVED on this the 15th day of February, 2021.

Rebecca K. Haas, Mayor

ATTEST:

APPROVED AS TO FORM:

Laura Scarlato, City Secretary

Gary W. Smith, City Attorney

Exhibit "A"

**TEMPORARY RESALE AMENDMENT TO SYSTEM WATER
AVAILABILITY AGREEMENT BETWEEN BRAZOS RIVER AUTHORITY AND CITY OF
RICHMOND**

This Temporary Resale Amendment ("Amendment") is entered into to be effective as of the ____ day of _____, 2020 ("Effective Date"), by and between Brazos River Authority ("BRA"), a river authority of the State of Texas, City of Richmond ("Purchaser"), and The Dow Chemical Company ("Resale Purchaser"), (collectively, the "Parties").

RECITALS

WHEREAS, BRA and Purchaser entered into a System Water Availability Agreement ("Agreement") with an effective date of September 1, 2019, whereby BRA agreed to make available and Purchaser agreed to purchase 2,773 acre-feet of raw water per Fiscal Year for municipal purposes; and

WHEREAS, in accordance with Section 33 of the Agreement, Purchaser has requested to temporarily resell 2,773 acre-feet of raw water made available under the Agreement to Resale Purchaser; and

WHEREAS, to facilitate this resale, Purchaser requires the addition of temporary diversion points from which Resale Purchaser may access water made available under the Agreement and the authorization to use the water for industrial purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to temporarily amend the Agreement as follows:

AMENDMENTS

1. The BRA hereby consents to the temporary resale of 2,773 acre-feet of water under the Agreement to the Resale Purchaser. Unless terminated earlier consistent with the terms of this Amendment, this consent shall be effective from the Effective Date to August 31, 2023 (the "Termination Date") with an option to extend an additional two year period from the Termination Date with 30 days' written notice provided to BRA by Purchaser. In the event Purchaser exercises the option for an additional two year period, the terms and conditions of this Amendment shall remain in effect until August 31, 2025.
2. Until the Termination Date, Resale Purchaser may divert raw water made available under the Agreement at the locations shown on Exhibit "A-1", attached hereto and incorporated by reference herein.
3. Resale Purchaser may utilize the water for industrial purposes.
4. Until the Termination Date, any reference to Exhibit "A" in the Agreement shall also be deemed a reference to Exhibit "A-1".
5. Resale Purchaser hereby agrees to abide by all of the terms and conditions contained in the Agreement and accepts any and all liability for any failure to do so.

6. Resale Purchaser shall be responsible for all coordination with BRA and the Brazos Watermaster related to ordering and stopping releases, coordinating run-of-river diversions if applicable, as well as reporting, metering, and notification requirements under the Agreement, and notwithstanding the foregoing, Resale Purchaser agrees to comply with all BRA water reporting requirements, water conservation plans, drought contingency plans and TCEQ Brazos Watermaster requirements.
7. This Amendment shall in no way relieve Purchaser from any of its obligations, including payment, under the Agreement, and Purchaser shall be responsible for ensuring that Resale Purchaser complies with all the terms and conditions contained therein and accepts any and all liability for any failure to do so.
8. BRA reserves the right to withdraw its consent of the resale at any time and for any cause without penalty or liability. Upon receipt of such written withdrawal of consent from BRA, Resale Purchaser shall immediately cease diverting BRA water made available under this Amendment.
9. In the event the amount of water made available to Purchaser under the Agreement is reduced for any reason, Resale Purchaser agrees that such reduction shall also result in a reduced amount available under this Amendment.
10. The address for Resale Purchaser, for the purposes of Section 28 of the Agreement, shall be as follows:

The Dow Chemical Company
2301 Brazosport Boulevard
B-3501
Freeport, Texas 77541

11. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Agreement.
12. This Amendment shall commence on the Effective Date and shall continue until the Termination Date. This Amendment shall no longer be of any force or effect after the Termination Date, and the terms and conditions of the Agreement shall be as they were prior to the execution of this Amendment, and Exhibit "A-1" shall be deleted in its entirety. Following the Termination Date, BRA and Purchaser shall be the only parties to the Agreement.

This Amendment shall be deemed a part of the Agreement and shall be binding on the parties. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending to be bound thereby.

BRAZOS RIVER AUTHORITY

By: _____
DAVID COLLINSWORTH
Title: **GENERAL MANAGER/CEO**
Date: _____
Attest: _____

CITY OF RICHMOND

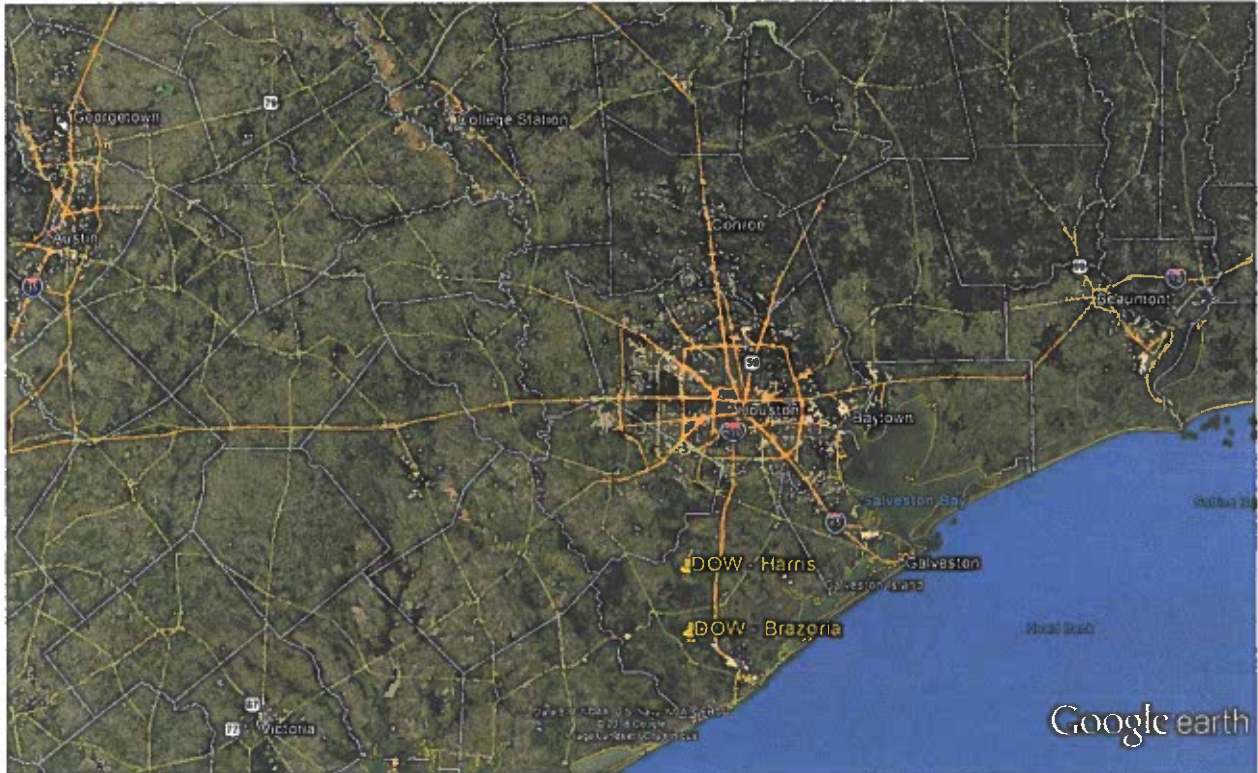
By: _____
Title: _____
Date: _____
Attest: _____



THE DOW CHEMICAL COMPANY

By: _____
Title: _____
Date: _____
Attest: _____

EXHIBIT A-1



RESALE with CITY OF RICHMOND

EXHIBIT A-1: DOW CHEMICAL COMPANY, 2,773-ACFT (IN)

Contract ID: RICHMOND-DOW 21

Diversion ID: RICHMOND-DOW 21

RICHMOND – DOW-Brazoria

N29.052426 W95.552414, ROST2 ROST2 (1110), Main Stem Brazos River

Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Brazoria

RICHMOND – DOW-Harris

N29.243325 W95.562173, ROST2 ROST2 (1110), Main Stem Brazos River

Lower Basin, Brazoria County, WAP Reach: Richmond Gage to Gulf – Dow Harris

Prepared by: Julie Andress, Water Accounting Specialist, updated 12/2/2020



City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30

A13. Review and discuss the development of Section 35, Veranda development, as non-traditional housing.



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: February 15, 2021

Staff Review:

City Manager _____
City Attorney _____
Finance _____
Fire Department _____
Police Department _____
Public Works _____

AGENDA ITEM: A13.

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

SYNOPSIS

This is an agenda request for a presentation by the Veranda Developer to provide development related details on Veranda Section 35 which is proposed to include non-traditional 40 foot wide lots. At the March 8, 2021 City Commission meeting, Staff provided a general discussion on the Veranda Development Agreement (DA) Landuse allowance with a focus on allowance for non-traditional residential lots. As part of this presentation, the developer intends to provide additional details pertaining to the ownership model and proposed homes within proposed Veranda Section 35.

COMPREHENSIVE PLAN 2017 GOALS ADDRESSED

- D.5. Guide the types, patterns, and designs of housing development using the Future Land Use Plan and development regulations.**
- H.6. Offer a variety of housing types, price points, and locations to meet the diverse needs of Richmond’s current and prospective employees.**

BACKGROUND

The Veranda 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. Section 3.03 Lot Size, of the DA provides the aforementioned allowance of non-traditional lots up to 25% of the development.

Section 3.03 of the DA includes the following verbiage:

“The parties agree that single family residential lots will be at least 6,000 square feet with a minimum fifty (50’) feet width requirement. Non-traditional single-family lots (with a density not to exceed 15 units per acre) including duplexes, homes on modified front and side

building setback lots, brownstones, patio homes, and any other type of for-sale residential dwellings, are not subject to the 6,000 square foot/ fifty (50') foot minimum width requirement, provided that no more than 25% of the development shall encompass non-traditional homes.

The developer is proposing Veranda Section Thirty-Five as a non-traditional Section and intends to present proposed development details to the City Commission.

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 2020 - 2021: N/A

Purchasing Review: N/A

Financial/Budget Review: N/A

FORM CIQ: N/A

FORM 1295 N/A

SUPPORTING MATERIALS

Presentation material provided by the developer is included for review by the Mayor and City Commission.

STAFF'S RECOMMENDATION

This is a discussion item and no recommendations are included.

City Manager Approval: _____

Vistas at Veranda Site Plan 40' Lots

VISTAS AT VERANDA



HHS Residential - Elevation Styles

One Story



CRAFTSMAN



FARMHOUSE



TUDOR

HHS Residential - Elevation Styles

Two Story



CRAFTSMAN



FARMHOUSE



TUDOR

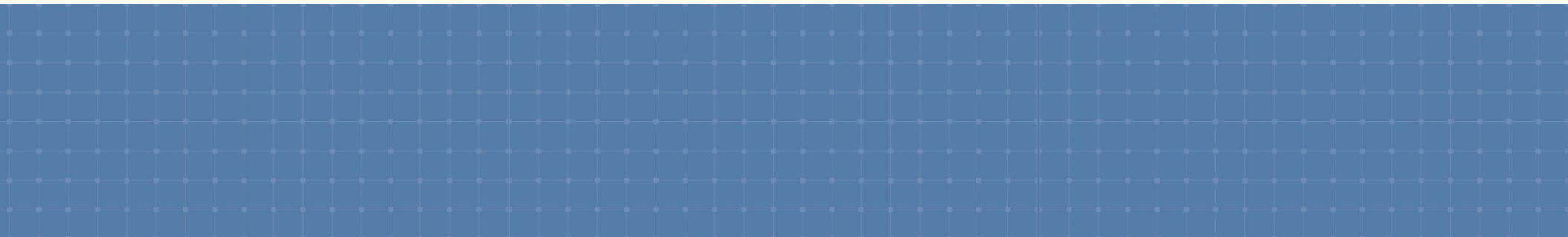
HHS Residential - Streetscape

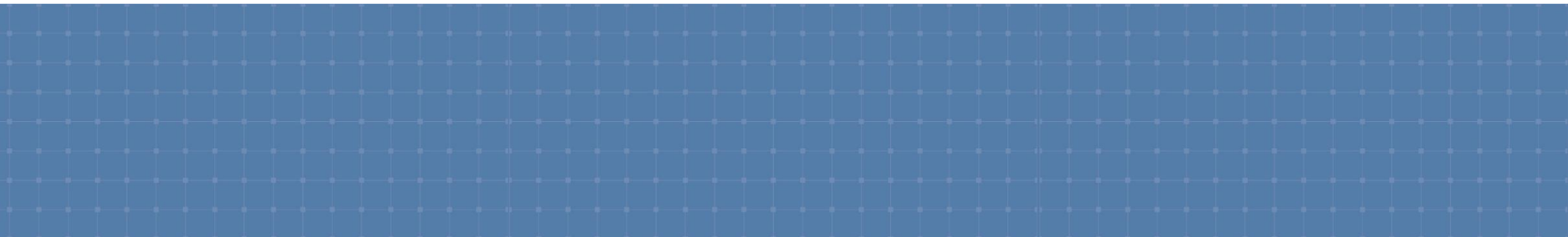














Opportunity is Knocking at the (Rental) Door

- Household formation projections are undersupplied
- Lowest home ownership rates in recent history
- Renter demographics mirror buyer demographics
- Worsening home ownership affordability
- Amount of personal debt rising, inhibiting ability to buy
- Home price appreciation outpacing income growth

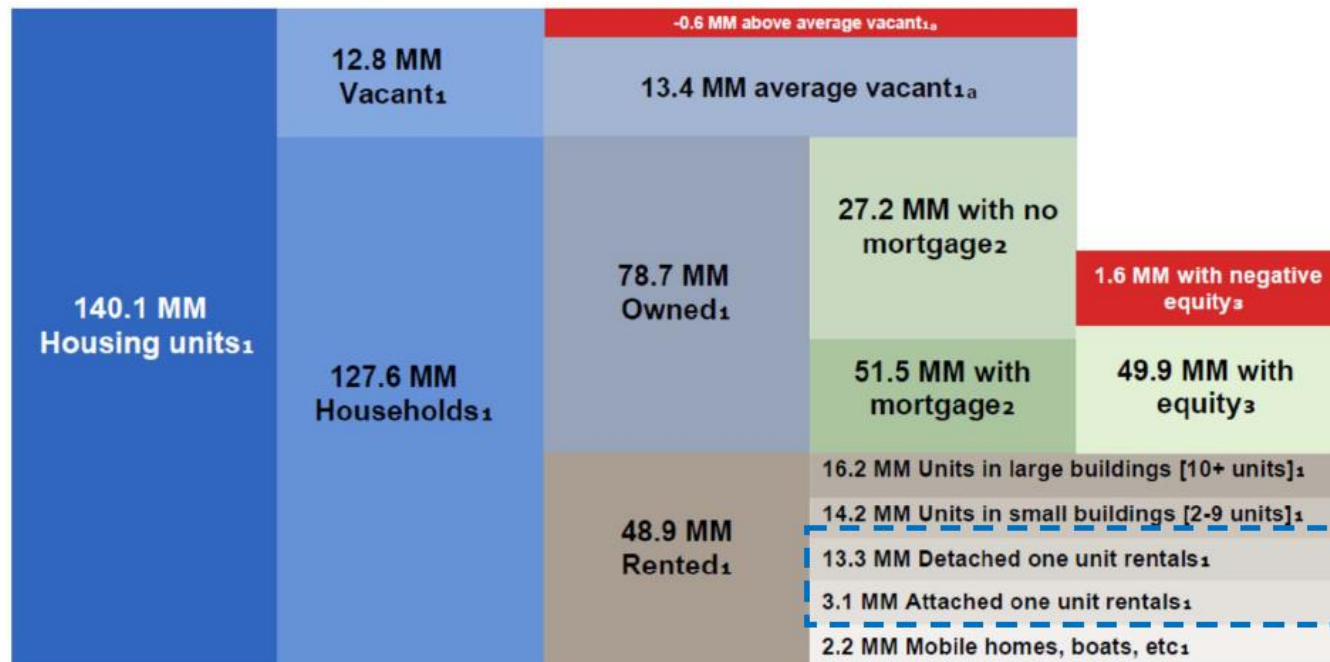
12%
Of American
Households Rent a
Single-Family
Home



How Big is the Single-Family Rental Market?

How Big is the Single-Family Rental Market?

The **16.4M** single-family detached and attached that JBREC considers comparable or competitive with BFR housing communities. These 16.4M homes represent roughly **33% of all rented homes**. There are as many **single-family rental homes as apartment units** contained in buildings with 10 or more units.



¹JBREC estimates using 2010 Census figures and trending data from ACS / HVS

^a Average of 1990 and 2000 Decennial Census

²JBREC extrapolation from Mortgage Bankers Association and Census

³JBREC estimate and extrapolation from CoreLogic and MBA.

Note that figures are not perfect due to overlap (vacant homes with mortgages, etc.).

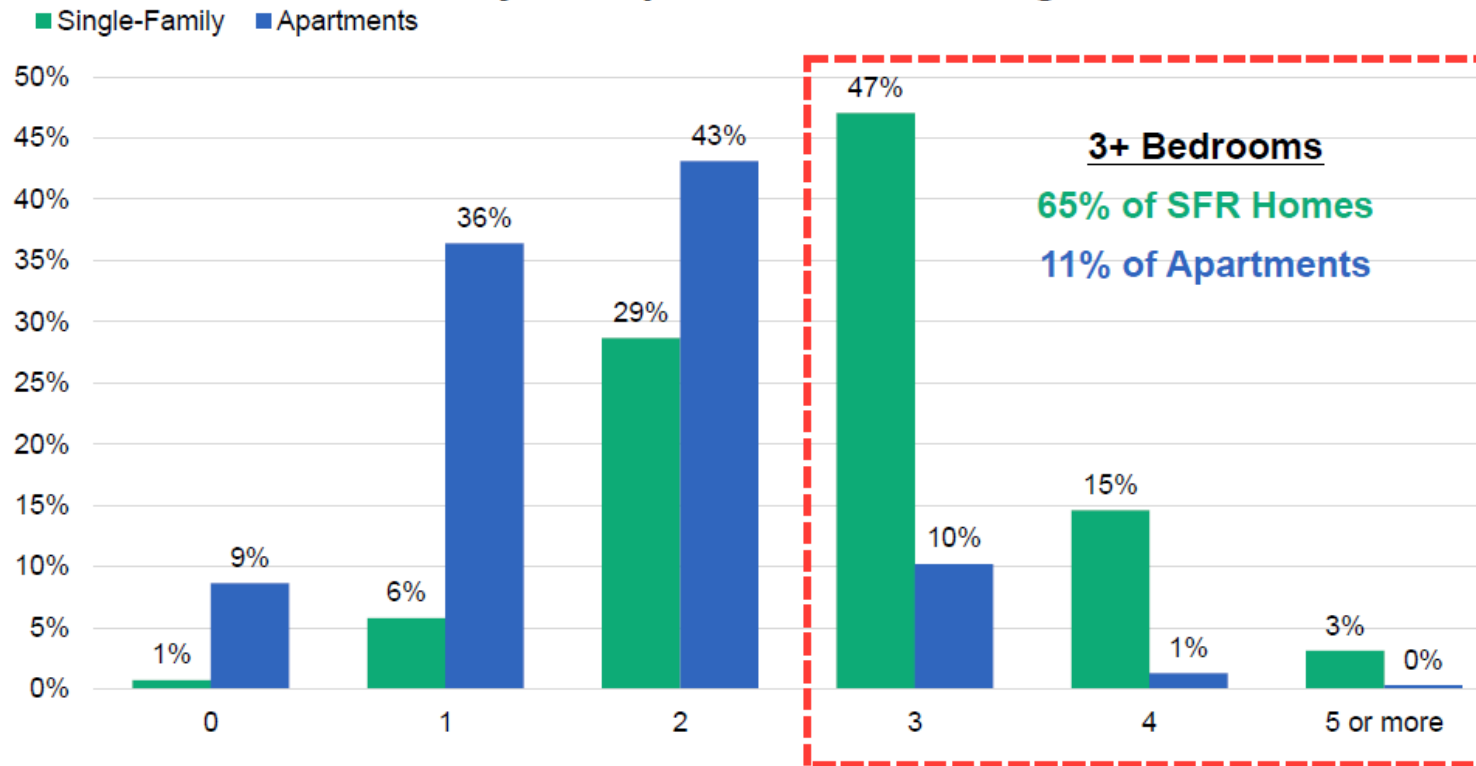
Source: John Burns Real Estate Consulting, LLC (US Housing Analysis and Forecast Report) (Data: 1Q20, Pub: Oct-20)

12% of American Households Rent a Single –Family Home

Why Single-Family Rental Homes are in Demand

65% of Single-Family Rental Homes Contain Three or More Bedrooms Compared to Just 11% of Apartments. Young families not in a position to own, will overwhelmingly target single-family rental properties over apartments given their life stage and preference for good schools.

Number of Bedrooms by Occupied Rental Housing Stock



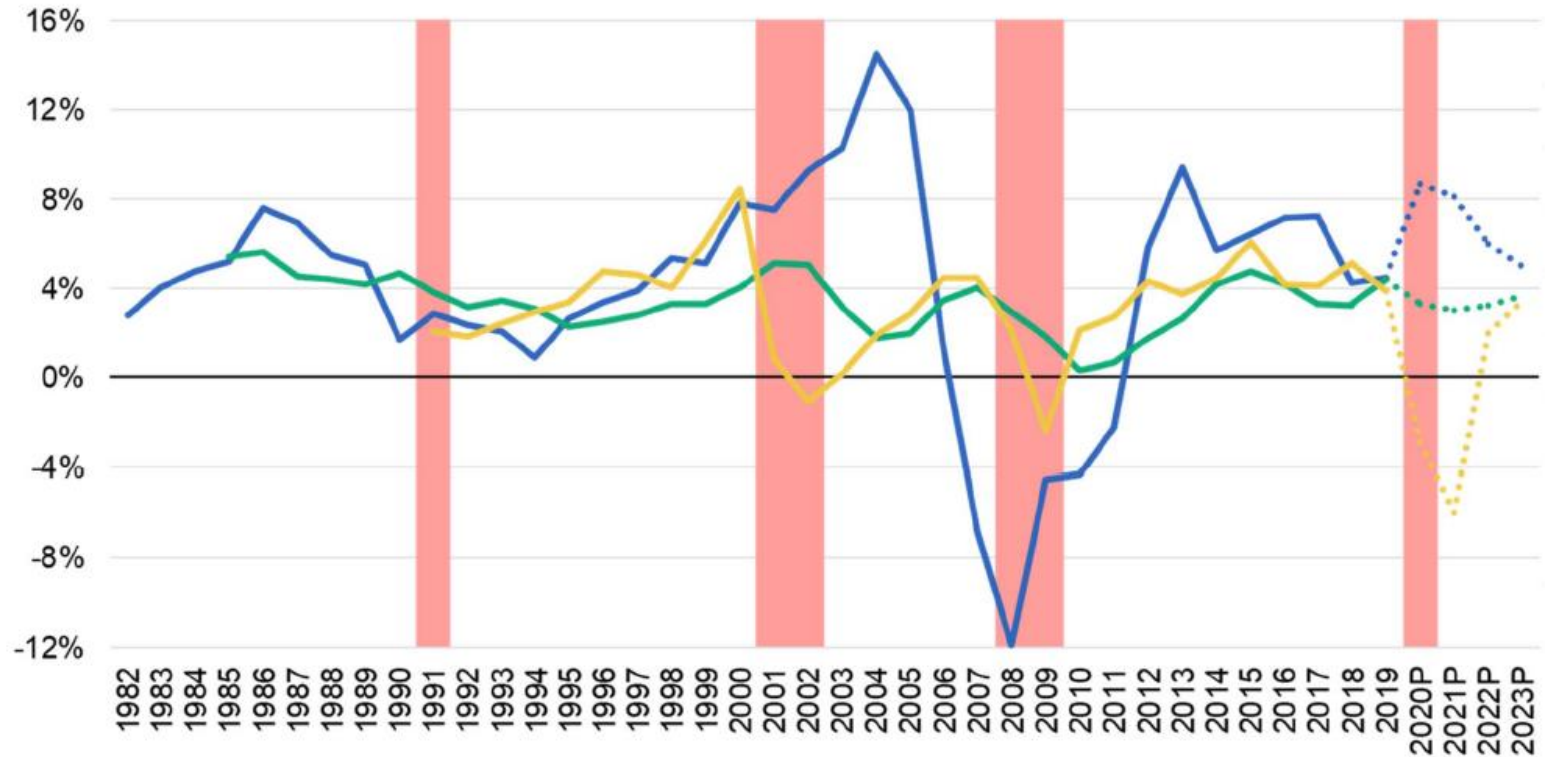
Note: Single-family includes attached and detached units.

Why Single-Family Rental Homes are in Demand

On a national basis, single-family rent growth has historically stayed positive even in recessions (shaded in pink). We forecast continued single-family rent growth through 2023.

Home Price Appreciation vs. Single-Family Rent vs. Apartment Rent

National YOY % change — Home price appreciation — Single-family rent — Apartment rent



Resale home price appreciation is our Bums Home Value Index™ weighted average roll-up of 132 markets.

Single-family rent is our Bums Single-Family Rent Index™ weighted average roll-up of 63 markets.

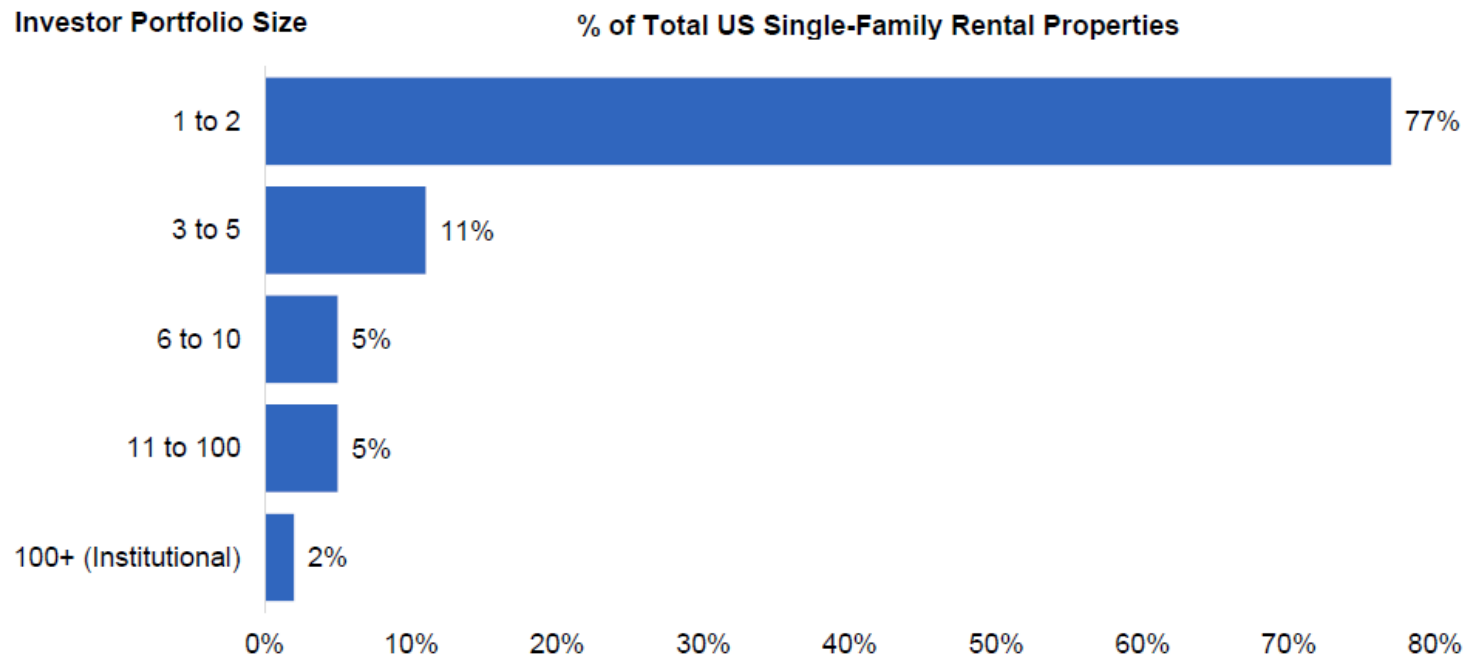
Apartment rent is Reis Services, LLC 46-market weighted roll-up.

Sources: REIS effective rent; John Burns Real Estate Consulting, LLC; JBREC projections (Data: Sept-20, Pub: Dec-20)

SFR Ownership Still Dominated by 'Mom & Pop' Investors

Institutional owners/developers, those with over 100 units, have a **competitive advantage** over investors with fewer rental homes. Geographic concentration and technology allows institutional SFR owners to benefit from economies of scale in leasing, managing, and maintaining homes.

National Single-Family Rental Ownership by Property Count



Source: RentRange, LLC

This analysis includes single-family detached residential only, per RentRange, LLC non-owner-occupied methodology. Values may include second homes that are not rented and non-owner-occupied homes not used as rentals. We estimate the total US properties based on RentRange, LLC's market areas where the data was available. National counts are aggregates of any property people/firms own, regardless if within an MSA. RentRange, LLC programmatically identifies non-owner-occupied homes (rental) and owner groupings by reviewing the owner name, zip code, and/or mailing address.

The Professional Approach

- **Quick lease-up periods.** Median is 9 units leased per month, while typically ranging from 5-20
- **Occupancy is strong.** Stabilized projects at 97%
- **Institutional level investment.** Average unit count of a BFR project is 120 units
- **Significant rent premiums.** Ranging from 10% to 40% above apartments or “one-off” SFR homes located in traditional for-sale neighborhoods with full-service approach and strong community amenities
- **Turnover.** 30% (compared to 50% in apartments)
- **Qualified tenants.** Credit and background checks ensure quality tenants
- **Professional management.** Cases show that these communities are often MORE consistently maintained than owner occupied communities.

Who's the Renter?

- They have NOT given up on homeownership.
- They want a garage, yard and privacy, so they don't rent an apartment.
- They have kids, pets, tools, and holiday decorations.
- They are people saving a down payment, trying out a new area, recovering from a divorce, and/or intending to relocate soon. For a myriad of reasons, they prefer or need to rent right now.

Newly built rental subdivisions provide some of them an opportunity to:

- * rent from a professional landlord
- * rent a new home
- * rent in a neighborhood where they are not looked down upon by their homeowner neighbors

“Millennials. Walking around like they rent the place.”

-Unknown

Say Hello to Today's Renters



MILLENNIALS With a growing focus on work-life balance and de-stressing, many millennials love the low-maintenance lifestyle that renting allows.



EMPTY NESTERS Whether they want to downsize or stay mobile, empty nesters are ready to break free from home ownership responsibilities.



YOUNG PROFESSIONALS Renting gives young professionals time and flexibility as they save for a down payment or search for the perfect community to settle down.



MILITARY FAMILIES Military members want peace of mind in knowing that when duty calls for a change of station, they can make the move without the hassle of selling a home.



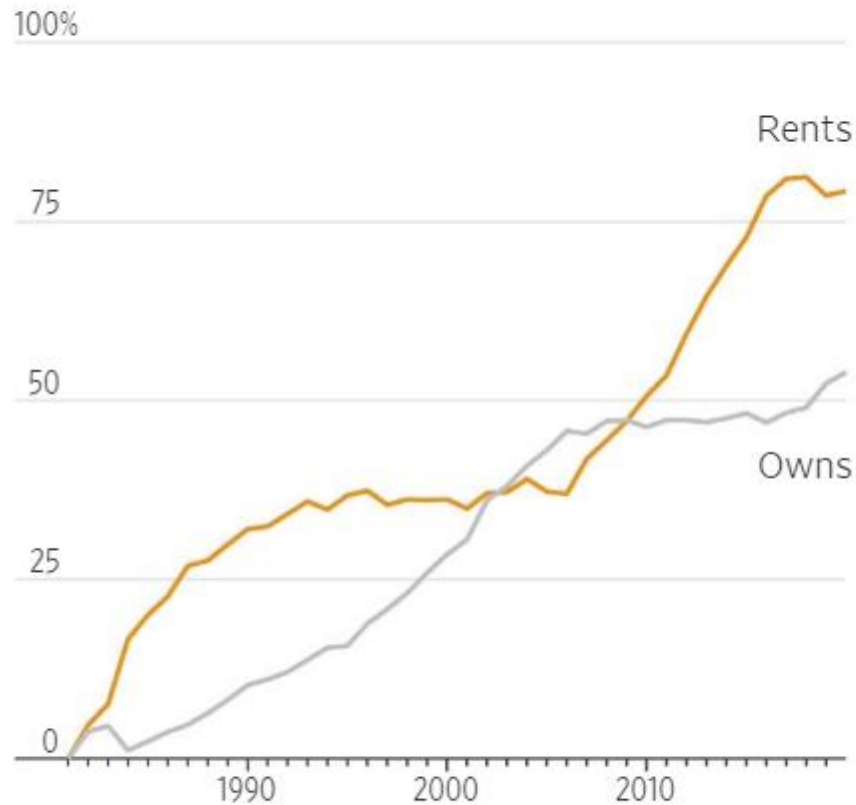
SEASONAL RESIDENTS Those who split their time between different areas throughout the year enjoy knowing they can simply lock up leave their rental home.



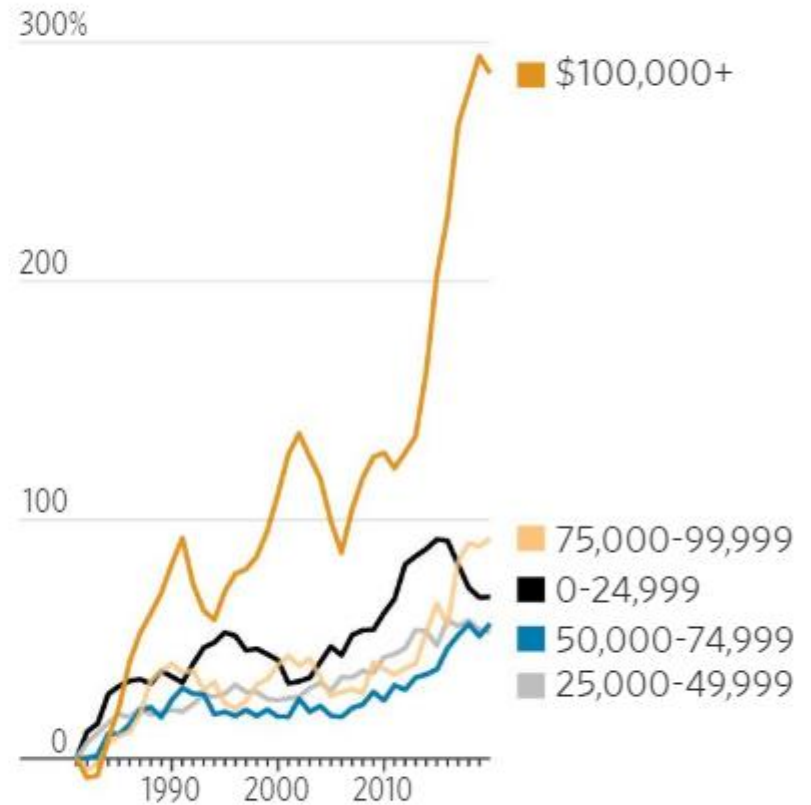
RELOCATORS With a rental, relocators can move without the stress of buying and get to know their new city before they select a community and purchase a new home.

Say Hello to Today's Renters

Percentage change in household ownership status since 1980



Percentage change in number of renting households since 1980, by income group*



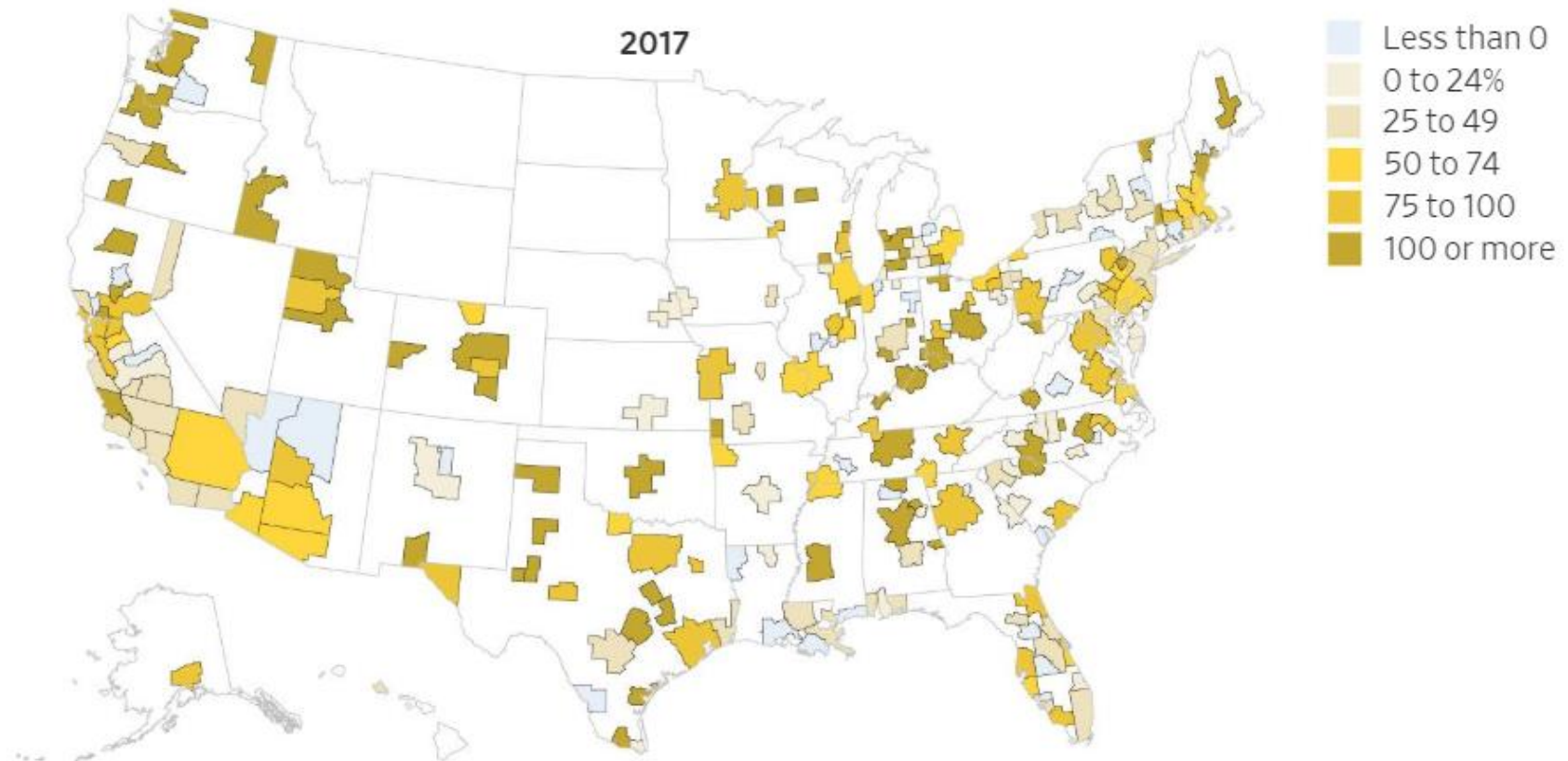
*Based on inflation-adjusted household incomes

Source: Wall Street Journal analysis of U.S. Census Bureau data, Current Population Survey

Say Hello to Today's Renters

In 2019, about 19% of U.S. households with six-figure incomes rented their homes, up from about 12% in 2006.

Percentage change since 2006 in renting households earning at least \$100,000, by metro area



BFR & Your Community

LOVING THE LOCK-AND-LEAVE LIFESTYLE

The advantages of single-family rentals are luring people to embrace this growing market and changing consumer perception. As a result, more people than ever are realizing a build-for-rent (BFR) home might just be what they are looking for.

Advantages of BFR:

- New construction and design
- Premium amenities
- More flexibility
- Less upfront investment
- Lower entry cost
- No stress about maintenance
- No surprises from unpredictable repairs
- Opportunity to experience a community before buying
- Temporary solution for those waiting for home to be built

Changing Perceptions:

- Renting stigma a thing of the past
- Demographics of single-family renters closely align with single-family buyers
- Not just one age or target segment driving the trend

WE CAN'T WAIT TO DELIVER ADDED-VALUE TO YOUR COMMUNITY

HHS is a partner you can rely on to deliver what renters are looking for when choosing a home. We also deliver the best for your community, from start to finish. We look forward to wowing you with an approach to build-to-rent that takes this market to the next level.

Top Traits that Drive Renters:

- Modern design
- Livable floorplans
- Energy-efficiency
- Lifestyle amenities



City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30

- A14. Consider taking action to set date for City Commission Retreat to discuss priorities for fiscal year 2021-2022 budget.



City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A15. Discuss policy for appointments to boards, commission, and committees.

RESOLUTION NO. 15-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING
A CITY COUNCIL POLICY AND PROCEDURE FOR BOARDS, COMMISSIONS, AND
COMMITTEES.**

WHEREAS, the City Council wishes to adopt a policy that establishes procedures for City boards, commissions, and committees; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:

Section I. That the City Council of the City of Sugar Land, Texas adopts a City Council Policy and Procedure for Boards, Commissions, and Committees as described herein:

**CITY COUNCIL POLICY AND PROCEDURE
BOARDS, COMMISSIONS, COMMITTEES**

BACKGROUND:

It is the policy of City Council to annually appoint citizens to serve on various boards, commissions and committees. Each board and commission exercises a number of advisory and quasi-judicial powers and functions essential or useful to the operation of city government.

Boards and commissions are a vital part of city government, providing an opportunity for citizen involvement in the governing processes of the City and providing City Council with input, ideas, feedback and suggestions on public policy.

Boards and commissions are created and enabled in different ways. Some are creations of governing statutes and laws, while others are creations of City Council. Terms of office and qualifications for office vary; terms begin and expire either with the beginning of the fiscal year (October) or the beginning of the calendar year (January).

PURPOSE:

The policy and procedure establishes guidelines for appointment of citizens to boards, commissions and committees; the recognition of their many contributions; and provides reference for orientation and training for members. The policy and procedure applies to all citizen volunteer boards, commissions and committees and the appropriate staff who support them. The policy and procedure does not apply to City Council member committees and task forces.

RESPONSIBILITY:

The Office of City Secretary is responsible for implementation of this policy and procedure.

OBJECTIVE:

The intent of City Council is to manage the appointment process by:

- Keeping boards and commissions strong and viable through appointment of qualified members who have a basic understanding of the role and responsibility of the board or commission sought; understanding of time commitment; and what is expected of members.
- Using application, resume; general and supplementary questionnaires with defined description and criteria of each board or commission.
- Active City Council involvement in direct recruitment by discussing application process with constituents, and open vacancy recruitment on city web site and through media publications and press releases.
- Maintaining low turnover of quasi-judicial boards and commissions and advisory boards with specific criteria set by City Council.
- Review of member performance, attendance, expertise, experience, and decision-making ability; and consider member participation in appropriate training and continuing education when considering reappointments.
- City Council to obtain input from Chairs of selected board and/or commission.
- City Council interview of selected applicants for selected positions.
- City Council to give strong consideration to both the reappointment of incumbents and new appointees.
- Appointments are made thirty days prior to the beginning of term.
- City Council to discuss each appointment in workshop and where allowed by law in closed executive session, prior to appointing and voting in open session.

APPOINTMENT PERIOD:

The City Council shall make appointments to board, commission and committees in September of each year before the beginning of terms starting in October of each year; and in December for terms beginning in January.

BOARD DEFINITIONS:

BOARD TYPES: Boards, commissions and committees serve many different roles within the City. It is important that staff and the board members understand the role of each board and the authority and responsibility for the board and its members. To help define these roles, each board, commission and committee will be designated by type as defined below:

- **Advisory Boards:** An advisory board serves as an ongoing forum for providing public input to the City Council and appropriate department, providing them with advice on issues. Advisory boards are not authorized to make decisions on behalf of the City. The City Council will consider input from the advisory boards, as well as from other sources, in making decisions on issues. The City Council may or may not take action that is in agreement with the advice of an advisory board.

Advisory boards may not speak for the City or take independent positions on issues with the public or the press. The purpose of the boards is only to advise the City Council or the appropriate department.

- **Quasi-Judicial Boards and Commissions:** These boards and commissions are defined in state statute and have certain statutory responsibilities and authorities, as designated by statute. The boards and commissions have the authority to hold formal hearings and issue decisions. The decisions are not subject to review by the City Council. Members of these boards must be cognizant of protecting the unbiased quasi-judicial nature of the board and its formal hearings. Activities of these boards and commissions are limited to those authorities granted by statute.
- **Committees and Task Forces:** These are special ad-hoc panels created by the City Council for a specific project or task and are limited in duration and are not ongoing. The responsibilities of the committee or task force shall be designated by resolution by the City Council at the time the committee or task force is authorized. The City Council will consider the input of the committee or task force in making decisions on issues. The City Council may or may not take action that is in agreement with the advice of the committee or task force. A committee or task force may not speak for the City, and are to only advise the City Council or the appropriate department, and are not to take independent positions on issues with the public or press.

TERMS:

Unless otherwise mandated by state statute or unless deemed required by City Council, no member of a board or commission shall serve on any one board or commission for more than eight consecutive years. In the event an individual fills the unexpired term of a board member; that unexpired term shall not be counted as a complete term.

Terms shall be staggered, beginning October 1st and ending September 30th of the following year, except for Tax Increment Reinvestment Zone Boards whose terms shall end on December 31st and begin on January 1st of each year.

Mid-term appointments to positions that become vacant may be made at any time or may be postponed, at the discretion of City Council, to the regular term period.

RECRUITMENT:

City Council will seek the most qualified individuals representing a cross-section of gender, diversity, geographical representation and representation of the public at large, including viewpoints and special interest and expertise.

The Office of City Secretary will market and advertise board, commission, and committee vacancies in the official newspaper and on the City web page ninety (90) days prior to term expiration date and on an as needed basis throughout the year; and extend invitations periodically in the City newsletter, print media, and other produced materials that might engage interested residents.

The recruitment deadline for returning the application will be stated in the public notice.

APPLICATIONS:

Applications shall be available in the Office of City Secretary and on the City web page. Applications may be submitted at any time and will be retained for one year for use during the appointment process and when vacancies occur. Citizens may apply for more than one board and may prioritize their requests on the application form.

All citizens interested in serving on a board, commission, committee or task force shall complete an official application. Completed applications along with resume, completed general and supplementary questionnaires shall be submitted to the Office of City Secretary, and during the regular recruitment period must be returned by the stated deadline.

Applicant books used during the appointment process will be compiled and made available to City Council in July of each year prior to City Council considerations in August for September appointments.

ELIGIBILITY AND QUALIFICATIONS:

Eligibility for board, commission, committee or task force appointments is defined by city charter, ordinance, resolution, or state statute that established and governs the board, commission, committee or task force.

Because of the time commitment involved, and to allow more citizens the opportunity to participate on a board, commission, committee or task force, serving on more than one board or commission is discouraged.

The City Council reserves the right to appoint individuals to multiple boards, commissions, committees, or task forces when, in the opinion of the City Council, it is in the best interest of the City.

Appointments to boards and commissions that have specific eligibility requirements must be made in accordance with the governing requirement; appointed members must continue to meet the eligibility requirements during the term of appointment. If a member does not continue to maintain the necessary requirements, the member shall resign the appointed position.

RESIDENCY:

Except by special circumstance as approved by City Council, all members of boards, commissions, committees or task forces must be residents of the City.

ATTENDANCE:

Members are expected to be available to attend most board meetings. If a member becomes unable to attend most board meetings, the member should submit his or her resignation so that a replacement may be appointed. The City Council may dismiss any member for poor attendance. A member who misses three (3) successive meetings, except for special circumstances, is deemed to have automatically resigned from his or her position.

APPOINTMENT PROCESS:

The City Council will make appointments to boards, commissions, committees and task forces. Staff may assist with recruitment of new members but should not make recommendations for appointments, unless specifically requested to do so by City Council.

Selection of members to the boards and commissions will be carried out as follows:

- City Council will review all applications, resumes, and completed general and supplementary questionnaires as provided in the applicant books to find the most qualified individuals representing a cross-section of gender, diversity, geographical representation and representation of the public at large including viewpoints, special interest and expertise.
- The Office of City Secretary will send board and commission members with terms expiring, a reappointment letter of interest which they will return, indicating if they desire a reappointment. Members who desire reappointment will be considered along with all applicants.
- By agreeing to serve on a board, commission, committee or task force the member agrees to abide by the policies and procedures of the City. Any board, commission, committee or task force member who violates the terms of the ordinances, policies and procedures or the bylaws of the board may be asked to resign or be removed from the board, commission, committee or task force by the City Council.

NOTIFICATION:

The Office of City Secretary shall prepare letters for the Mayor to notify appointees of their appointment by City Council, with copies to the board staff liaison. The Office of City Secretary will prepare letters notifying all applicants of the status of their application.

VACANCIES:

If vacancies occur during the year, the position may be filled from the current list of applicants using the appointment process delineated in this policy or through recruitment for interested volunteers. The Office of City Secretary will maintain applications on file for one year. For difficult to recruit boards and commissions, applications will be maintained for two years.

Resignations from any board, commission, committee or task force shall be in writing addressed to the Mayor; the Office of City Secretary will notify City Council by Memorandum. A vacancy occurs on the effective date shown in the resignation, when a member is removed, or has been deemed to have automatically resigned from the position.

ALTERNATES:

Alternate members shall be appointed as deemed appropriate by the City Council. Alternate members have full membership and voting privileges.

OATH:

The Office of City Secretary will schedule appointee's oath of office for a City Council meeting in October; December and vacancy appointee's oath will be prior to the first meeting.

ANNUAL APPRECIATION RECOGNITION:

City Council recognizes the valuable input and contributions of boards, commissions, committees and task force members and hosts an annual recognition activity to acknowledge all members and their contributions to the governance process.

The Office of City Secretary is responsible for coordinating and hosting the annual event and for an appreciation gift to each member. Department Directors and Staff liaisons receive advance notification of event details in order to remain informed and answer questions from members, should they arise.

STAFF SUPPORT:

Staff support is available to the board, commission, committee and task force through the responsible staff liaison assigned to support each board, commission, committee or task force.

It is the responsibility of the staff liaison to ensure the board, commission, committee or task force has adequate and reasonable support staff. Staff liaisons and staff support will not be members of the board, commission, committee or task force to which they are assigned.

ORIENTATION:

Upon member appointment, staff liaisons will notify the appointee regarding orientation for new members.

New members are encouraged to attend meetings before their term begins and established board members are encouraged to share their experience and knowledge with new members.

Staff liaisons will hold an annual orientation workshop as part of a meeting of the full board. The workshop will address:

- Introduction of new appointees;
- Authority, limitations, responsibilities under State Statutes, City Charter and City Codes;
- Policies and rules of order;
- Open meetings, conflicts of interest, and disclosures;
- Ethics training by City Attorney;
- Roles, responsibility and attendance;
- Materials or topics relevant to the work of the board or commission, including statutes, ordinances, resolutions, bylaws, and this policy and procedure.

CONTINUING EDUCATION:

It is the City Council policy that the City budget funding for relevant training, continuing education and reference materials for members of City boards and commissions.

Planning and Zoning Commission:

Staff liaison responsible for board support will provide an annual program for board training and education to include:

- (a) Attending the annual Texas Chapter American Planning Association Conference and Planning Commissioner's Short Course; or,
- (b) Annually attending a conference and training program of comparable length, and sponsored by the Urban Land Institute; or,
- (c) Attending a comparable program of city planning, land development or related study presented by an accredited college or university, extension service, agency or professional association.

The Staff liaison and support staff will prepare and present a formal annual program for Commission orientation and training to include:

- Commission roles in preparing, amending and implementing the Comprehensive Plan;
- Commission roles in various development review processes;
- Role and function of the Airport Commission; and
- Other topics as necessary for or relevant to the work of the Commission.

Zoning Board of Adjustment and Building Standards Commission:

Staff liaison responsible for board support will provide an annual program for board training and education to include:

- (a) An annual board orientation workshop as part of a meeting of the full board. Workshop topics will include:
 - Standards of review for consideration of board agenda items;
 - Appeals of board decisions;
 - Staff role and review procedures in bringing matters before the board;
 - Sample prior board cases and decisions.
- (b) To ensure boards are prepared and can serve effectively when called to meet, a second annual workshop/training will be held as part of a meeting of the full board to review:
 - Summary of key concepts covered in board orientation;
 - Recent/pending code amendments;
 - New legislative or judicial impacts on the business of the board; and,
 - Reference materials relevant to board education and effectiveness.

Sugar Land 4B Corporation:

Each year, all SL4B Corporation board members will attend training provided by the City Economic Development staff based on a required training program established by the Texas Economic Development Council and related City programs and plans.

The purpose of the training is to ensure that corporation board members are thoroughly familiar with City goals and objectives as they relate to the SL4B Corporation and are properly informed on legal requirements to operate the corporation and administer the sales tax imposed for the benefit of the corporation.

DUTIES/ROLES:

All boards, commissions, committees, and task forces are required to meet at least one (1) time per year.

BUILDING STANDARDS COMMISSION:

The commission is comprised of members and alternates who have knowledge of the property maintenance codes, and are qualified by experience and training to decide matters related to building construction and property maintenance. The commission must be cognizant of protecting the unbiased quasi-judicial nature of the commission and the formal hearings. Activities of the commission are limited to those authorities granted by state statute. Decisions of the commission are the final city step for an applicant; further action, by an applicant is to a court of law.

The commission may, in addition to the duties provided by law:

- (1) Hear and decide appeals that allege an error in an order, requirement, decision or determination made by an administrative officer or employee in the application or enforcement of any building code adopted by the city.
- (2) Hear and decide appeals that allege an error in a decision or determination made by an administrative officer or employee related to the denial or revocation of a Residential Rental Property License.
- (3) Authorize a variance from the terms of any building code adopted by the city.

As a result of the infrequency of meetings, all members and alternates attend all scheduled meetings. This ensures alternates are familiar with relevant issues and prepared to hear and vote on a rotating basis.

ANIMAL CONTROL ADVISORY BOARD:

The Animal Advisory Board is created by state law with appointments being made pursuant to membership requirements and qualifications as provided by state law. The membership of three must include one member being a licensed veterinarian; one member being a representative from an animal shelter welfare organization; and one member being a citizen of the city that actively volunteers with the animal services division.

The purpose of the board is to review and recommend procedures for the care and maintenance of animal shelter facilities and impounded animals to ensure compliance with state law; and to periodically review the City animal control ordinances and make recommendations for revisions. State law requires that the board meet at least three (3) times a year.

PARCS ADVISORY BOARD:

The City Council vision for the PARCS Board is to create a board to provide input, feedback and advice on projects and programs to enrich the visual and aesthetic environment of the City and to advise on other matters relating to long term goals and objectives for parks, recreation and cultural activities, streetscape and urban forestry programs, to enrich the visual and aesthetic environment of the City.

The nine member board focus is on providing collaborative leadership in the cultural arts sector, building cultural arts programs and related parks and facilities, and understanding user needs to enhance the overall quality of life by providing leisure and cultural services while preserving and promoting natural resources.

Members should possess skills and qualifications useful to parks, art, recreation, culture, and streetscapes; represent various community sectors; and have professional expertise in one or more of the following backgrounds:

- Parks, Arts or Recreation User/Advocate;
- Landscape Architect, Architect, Interior Designer, or Urban Planner;
- Fine Arts Professional or Educator;
- Arts or Architecture Historian, Administrator, or Curator;
- Business or Education Leader/Philanthropist

PLANNING AND ZONING COMMISSION:

The Commission is authorized under city charter and state law for two types of roles; 1) recommendations concerning the *use* of land; and 2) decisions on the *division* of land. Types of cases the Commission hears include:

- Rezoning (land use)
- Conditional Use Permits (land use)
- Zoning Regulation Amendments (land use)
- General Plans (land use and division of land)
- Preliminary Plats (division of land)
- Final Plats (division of land)

On land use cases the Commission makes a recommendation to City Council for final approval. Commission recommendations assist the City Council in reaching decisions that are reasonable and beneficial to the City.

State law authorizes the Commission to make final decisions on plats, but limits discretion, authority and actions.

ZONING BOARD OF ADJUSTMENT:

The board is a quasi-judicial body authorized under state law and city regulations. The Board hears three types of cases: Zoning Variances, Special Exceptions, and Appeals. An appeal may occur when a staff member has made a decision regarding a regulation and the applicant believes the interpretation or application of the standard was made incorrectly. Decisions of the Board are the final city step for an applicant; if an applicant chooses to further appeal a decision, it is to a court of law; decisions are not subject to review by City Council.

SUGAR LAND 4B CORPORATION:

The Corporation is managed by a seven member Board of Directors authorized to exercise the powers set forth by the Development Corporation Act and the Bylaws of the Corporation. The board serves at the pleasure of City Council. The purpose of the Corporation is to promote, assist, and enhance economic development activities; and quality of life opportunities within the City that promote economic development.

The bylaws prescribe that a director be a resident of the City and that no director serve more than three consecutive two-year terms (6 years). By state law, three members of the board must not be city officials or employees. The city council and city manager serve as ex-officio members of the board. The Board annually elects from the membership the president and vice-president to serve a one-year term.

SUGAR LAND DEVELOPMENT CORPORATION:

The Development Corporation is a Section 4A Corporation authorized to levy an economic development sales tax to promote industrial and manufacturing enterprises. In 1993 the electorate approved establishing Sugar Land Development Corporation as a non-profit development corporation to administer economic sales taxes collected.

The purpose of the Corporation is to promote, assist, and enhance economic development activities in the City. The Corporation is managed by a Board of Directors, which is authorized to exercise the powers authorized by the Act and pursuant to Corporation Bylaws.

The statute governing the Corporation provides that the board of directors be appointed by the governing body of the municipality. Pursuant to the Bylaws, City of Sugar Land City Council serves as the board of directors; terms run concurrent with the city council member term of office.

SUGAR LAND LEGACY FOUNDATION:

The Foundation is organized exclusively for charitable purposes as allowed by law, including supporting the City in the acquisition, ownership, construction, development, improvement, operation, or maintenance of land and facilities owned or controlled by the City including land, facilities, and activities for recreation, entertainment, sports, the arts, and similar activities that benefit the citizens of the City of Sugar Land.

The Foundation focuses its efforts on encouraging persons, businesses, and corporations, to make contributions of funds or donations of real estate or other property of value, to the Foundation.

Foundation bylaws provide for a board of directors between five and fifteen appointed by the City Council to serve staggered two year terms that begin October 1 and end on September 30. To qualify to serve as a director, a person must be committed to achieving the purpose of the Foundation and have the financial skills, knowledge, experience or resources necessary to achieve those purposes.

City Council appoints a director to serve as president, who serves at the pleasure of the City Council and may be removed at any time. The Board elects directors from the membership to serve as vice-president, secretary, and treasurer; officers serve one-year terms.

SUGAR LAND HERITAGE FOUNDATION:

Sugar Land Heritage Foundation is a 501c3 organization for the purpose of preserving the history of Sugar Land and the historical structures, records and artifacts.

The bylaws provide for a Board of Directors of sixteen consisting of both appointed directors and elected directors. The number of directors may be between six (6) and nineteen (19), but not fewer than six (6) or more than nineteen (19). Currently there are fourteen (14) directors.

The bylaws provide that, "...the City of Sugar Land, Texas will appoint two (2) directors; Imperial Sugar Company will appoint two (2) directors; Cherokee Investments or its successors will appoint one (1) director; and Fort Bend County Museum Association will appoint one (1) director. These six (6) directors are referred to herein as the Appointed Directors."

A City Council Member fills one of the City positions; and a member of City Staff is appointed to fill one position; directors serve three year terms.

IMPERIAL REDEVELOPMENT DISTRICT:

The District has the powers provided for in Chapters 49 and 54 of the Water Code.

The District is governed by a five member Board of Directors, appointed by the City Council to serve four year terms.

Board members govern the district and have the authority to act on issues of:

- Implementing or contracting with other entities to implement a Tax Increment Financing District Project Plan.
- Developer requests for infrastructure reimbursement pursuant to the Statutes and the City Development Agreement with Cherokee.
- Issuing bonds to finance eligible project costs.
- Establishing District ad valorem tax rates.

TAX INCREMENT REINVESTMENT ZONE ONE:

Tax Increment Reinvestment Zone One is the Board for Sugar Land Town Square comprised of nine members. The Board is a recommending body to City Council for administration and implementation of the zone project plan and the reinvestment zone financing plan for public improvements in Town Square. Annually the Board adopts a budget for the current fiscal year, and has the authority to enter into contracts and agreements within such budget allocation. The board meets quarterly or as needed to further the development of Town Square.

Members serve two-year terms; pursuant to provisions of State law, Position Three serves as Board Chairman.

TAX INCREMENT REINVESTMENT ZONE THREE:

Tax Increment Reinvestment Zone Three is a special district for redevelopment of the Imperial Project. The board is comprised of five members; City Council annually appoints members who serve staggered two-year terms which begin on January 1st of each year. Position Two and Four terms expire in December 31st of even number years; Position One, Three and Five terms expire December 31st of odd number years.

Annually City Council appoints from any position on the board a member to serve as chair for a term of one year beginning on January 1st of each year. The Board of Directors elect from the members a vice chairman, secretary, and such other officers as the directors see fit.

TAX INCREMENT REINVESTMENT ZONE FOUR:

Tax Increment Reinvestment Zone Four is a geographic area identified as the Entertainment District to facilitate a program of public improvements for various types of entertainment venues, theaters, plazas, stadiums, parks and associated projects within the district.

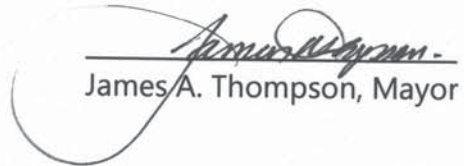
The Board of Directors consists of eight (8) members appointed to two year terms. The City Council appoints four directors to fill Positions One through Four, Position Five is appointed by Fort Bend County Commissioners Court and Position Six represents the Drainage District; Positions Eight and Nine are appointed by Fort Bend County Municipal Utility Districts No. 138 and 139 respectively; there is not a Position Seven.

Directors appointed to odd-numbered positions terms expire December 31st of even number years; even-numbered positions terms expire December 31st of odd number years.


City Council annually appoints, from any position, a member to serve as chair for a term of one year beginning January 1st. The Board of Directors elect from the members a vice chairman, secretary, and such other officers as the board of directors see fit.

Section 2. That Resolution No. 13-38 is repealed.

APPROVED on September 15, 2015.


James A. Thompson, Mayor

ATTEST:


Glenda Gundermann, City Secretary

APPROVED AS TO FORM:



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	09-15-15	AGENDA REQUEST NO:	III-D
INITIATED BY:	GLEND A GUNDERMANN CITY SECRETARY	RESPONSIBLE DEPARTMENT:	CITY SECRETARY
PRESENTED BY:	GLEND A GUNDERMANN CITY SECRETARY	DIRECTOR:	GLEND A GUNDERMANN <i>AG</i> CITY SECRETARY
		ADDITIONAL DIRECTOR (S):	N/A

SUBJECT / PROCEEDING: RESOLUTION NO. 15-24 REPEALING RESOLUTION 13-38 AND ADOPTING AMENDED CITY COUNCIL POLICY 3000-09 POLICY AND PROCEDURE FOR BOARDS, COMMISSIONS AND COMMITTEES

EXHIBITS: RESOLUTION NO. 15-24

CLEARANCES	APPROVAL
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LEGAL:	MEREDITH RIEDE, <i>MR</i> CITY ATTORNEY	ASSISTANT CITY MANAGER:	N/A
PURCHASING:	N/A	ASSISTANT CITY MANAGER:	N/A
BUDGET:	N/A	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>

BUDGET

EXPENDITURE REQUIRED: \$	N/A
CURRENT BUDGET: \$	N/A
ADDITIONAL FUNDING: \$	N/A

RECOMMENDED ACTION

Approve Resolution No. 15-24 providing for a policy and procedure to appoint citizens to serve on various boards, commissions and committees; and repealing Resolution 13-38.

EXECUTIVE SUMMARY

The policy of City Council is to annually appoint citizens to serve on various boards and commissions. Each board and commission exercises a number of advisory and quasi-judicial powers and functions essential or useful to the operation of city government.

Boards and commissions are a vital part of city government, providing an opportunity for citizen involvement in the governing processes of the City and providing City Council with input, ideas, feedback and suggestions on public policy.

City Council Policy 3000-09 is amended to state the intent of City Council to manage the appointment process to keep boards and commissions strong and viable through the appointment of qualified members who have a basic understanding of roles and responsibilities and an understanding of the time commitment; to include City Council involvement in direct recruitment by discussing the application process with constituents; to provide for open vacancy recruitment on city web site and through media publications; to maintain low turnover rate for quasi-judicial boards and commissions and advisory boards with specific criteria set by City Council; to obtain input from Chairs of selected board and commissions; provide for City Council interview of selected applicants for selected positions; and to give strong consideration to both the reappointment of incumbents and new appointees.

The policy has been reorganized for better flow; all appointed boards and/or commissions have been redefined and respective roles and responsibilities restated inclusive of continuing education requirements.

EXHIBITS



**CITY COMMISSION
AGENDA ITEM COVER MEMO**

DATE: February 15, 2021

Staff Review:

City Manager _____
City Attorney _____
Finance _____
Fire Department _____
Police Department _____
Public Works _____

AGENDA ITEM: A15. Discuss policy for appointments to boards, commissions, and committees.

SUBMITTED BY: Gary W. Smith, City Attorney

SYNOPSIS

Discuss the preferred policy and procedures for the application for, review of, nomination and appointment of members to boards, commissions, and committees.

COMPREHENSIVE PLAN 2014 GOALS ADDRESSED

BACKGROUND

The City Commission has expressed an interest in reviewing and possibly revising the policies and procedures utilized in the appointment process for the City's boards, commissions, and committees. As a start for the discussion, information was sought through the Texas Municipal League and several area cities. TML did not have a "best practices guide" but assisted by forwarding the policies of the cities of Leonard and McKinney. The area cities reviewed include Sugar Land, Rosenberg, and Bryan.

A synopsis of and the relevant portions of the policies and rules of Leonard, McKinney, Sugar Land, and Rosenberg are included. The policy and practice of Bryan was related in a telephone call and a description is attached.

The surveyed cities utilize unique processes and policies. Leonard provides each elected official the opportunity to nominate the member of each board with the corresponding position number. McKinney appoints interview committees to review the applicants for the various boards. Rosenberg requires that the applicants are not involved in litigation against the city and requires the applicants to be current in their obligations to the city. Sugar Land provides for a supplemental questionnaire from each applicant.

Other than Leonard and McKinney, the other cities do not specify a person or position to nominate. Rather the cities provide that the governing body makes the appointment.

The policies and procedures often provide for publicizing of the application and appointment process. Some encourage the members of the governing body to actively recruit applicants. Generally, publicity also involves news stories, utility bill inserts, newsletter stories, website postings, distributions to locations where people gather, such as libraries, places of worship, and through neighborhood associations.

Regular attendance is a common requirement for continuation of service and for reappointment to a position. Policies seek to provide that the board positions are filled with the most qualified individuals including reflecting the diversity within the community.

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

Synopsis of and excerpts from other cities policies.

STAFF'S RECOMMENDATION

City Manager Approval: _____

City of Bryan Application/Review/Appointment Process Boards, Commissions, and Committees

The City of Bryan advertises/communicates the application, review, and appointment process from July through September of each year. The application form (copy attached) is advertised on the City's website, included in utility bills, and advertised on social media, local newspapers, and local radio stations. The City also utilizes the software (onboard) to allow persons to apply on-line.

The applications are provided to minority churches, neighborhood associations, women's groups, and senior groups, as well as placed at community gathering places, including the public library. Members of the governing body are encouraged to recruit applications from the districts. (Bryan has single-member districts.)

In August, the City Secretary sends a letter to each member whose term is expiring and is eligible for reappointment to inquire in the member's interest in reappointment.

Appointments are made in October (except for a few boards). Prior to the October consideration, a notebook is prepared for each member of the City Council. The notebook includes a tab for each board, commission, and committee. Behind each tab is the current membership of the board, commission, or committee; the positions of the expiring terms; indication of the members that want to continue service; a list of each applicant and the applicant's preference for the board, commission, or committee (Bryan allows an applicant to apply for multiple positions on a single application); and a subdivision of the specialty or qualification possessed by the applicant. At the back of the notebook all the applications are included in alphabetical order.

Bryan tries to limit service on a board, commission, or committee to 6 consecutive years. In the case of required specialties, the limitation on service may not be possible if only one person with the specialty expresses an interest in service.

In the review and consideration of the applications, the applications for a board performing a quasi-judicial function are discussed in executive session and action taken in open session. The applications for a board performing an advisory only function are discussed and action taken in open session.

City of Leonard Application/Review/Appointment Process Boards, Commissions, and Committees

Each member of the City Council nominates the member of the board, commission, and committee with the corresponding position/place number. The City Council approves or disapproves the nomination.

Review of an applicant is based on the applicant's qualifications, willingness to serve, and application information.

The goal is to have appointments inclusive of ethnicity, gender, socio-economic levels, and other factors to provide for the diverse representation of the community.

New appointees should be named to replace members who have served 3 consecutive terms on the same board, commission, or committee. A person may be reappointed if there is a one-year gap in service on the board, commission, or committee.

Leonard

GENERAL INFORMATION

Appointments

Each City Council member is responsible for making nominations for board and commission places assigned to him or her, which corresponds to the City Council member's place. Individual City Council members make nominations to the full City Council for the governing body's approval or disapproval. Council members will consider interested persons on a citywide basis and review an individual's qualifications, willingness to serve, and application information in selecting nominations for service. The City Council will make an effort to be inclusive of all segments of the community and will consider ethnicity, gender, socio-economic levels, and other factors to ensure a diverse representation of citizens. In an effort to ensure maximum citizen participation, council members will continue the practice of nominating new citizens to replace board members who have served three consecutive terms on the same board.

Service Limitations

Members are usually appointed to a two-year term. Current City policy states that a member can only serve three consecutive terms. A board member who has served three consecutive terms shall not be eligible for reappointment to that same board for a period of one year.

Termination of Appointment

A member's appointment to a board can be terminated by written resignation from the member or by action of the City Council.

Oath of Office

Board members are required to take one or more oaths of office. Consult the City Secretary's office to make sure you have taken and signed such oaths before serving as a board member.

Orientation and Training

Board members are required to participate in an annual training session provided by the City Secretary's Office. These training sessions will be scheduled as a regular agenda item by your board's staff liaison. *Members are also required to complete open government training through the Texas Attorney General's Office.* Training is available online at www.texasattorneygeneral.gov. Upon completion of training, members must submit a completed certificate to the city secretary.

Attendance¹

You, as an interested and informed citizen, are essential to effective local government. Because your viewpoint is so valuable to the City Council members, they take your appointment, attendance, and involvement on a board very seriously and ask that you do also.

¹ Not applicable to City Council committees.

City of McKinney Application/Review/Appointment Process Boards, Commissions, and Committees

The City Council members actively recruit to have representation from all districts. (McKinney has single-member districts.) Appointments should reflect community diversity.

The Mayor may appoint 2 City Council members as an interview committee for each board, commission, and committee. The boards, commissions, and committees are divided among several interview committees.

Interview committee meetings for interviews of the applicants are held in open public meetings. Other Council members may attend but may not participate.

Each interview committee prepares a list of recommended nominees for each board, commission, or committee and the list should have twice as many recommended nominees as the number of vacancies, if sufficient applications are received.

City Council considers the committees' lists and other nominations from City Council members.

Appointments may be discussed in closed session, as provided by law.

Each Council member may openly give the member's preference for appointment for an unfilled position prior to the motion to fill the position is accepted.

Discussion of the appointment is limited to the information in the application.

Liaison to each certain boards, commissions, and committees may be appointed (2 Council members as the liaison). The liaison is to convey information between the Council the board, commission, or committee as authorized by the Council.

An application is kept on file for one year. The Council may appoint a person to a board, commission, or committee that was not selected by the person as a preferred board, commission, or committee.

An annual review of performance may be conducted for each board member. Attendance at 75% of the board meetings is required for continuation of service or reappointment.

An appointee is limited to 3 consecutive full terms on a board, commission, or committee.

An appointee may serve on only one board at a time.

Provisions are made for concurrent spousal appointment and service on specified boards. Relatives of Council members may not be appointed. Co-workers of Council members may not be appointed.

The City Secretary sends notices of appointment and letters of gratitude for service.

RESOLUTION NO. 2019-08-100 (R)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING ITS POLICY FOR BOARD AND COMMISSION MEMBER APPOINTMENTS AND ELIGIBILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of McKinney, Texas, appoints citizens to the various boards and commissions each year; and

WHEREAS, the City Council has adopted a Board and Commission Member Appointment and Eligibility policy relative to the appointment process and service on boards and commissions, including the appointment of alternate members to serve in the absence of regular members; and

WHEREAS, the City Council of the City of McKinney, Texas, desires to amend its Board and Commission Member Appointment and Eligibility policy as it applies to the appointment of alternate members to serve on Boards and Commissions, and further finds and determines that it is in the best interest of the City to amend its policy relative thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of McKinney, Texas, and are fully incorporated into the body of this resolution.

Section 2. That the City Council of the City of McKinney, Texas, does hereby amend and restate the City of McKinney Policy on Board and Commission Member Appointment and Eligibility, a copy of which Amended and Restated Policy is attached hereto as Exhibit A.

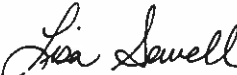
Section 3. That this Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THIS 20th DAY OF AUGUST, 2019.

CITY OF MCKINNEY, TEXAS


GEORGE FULLER
Mayor

ATTEST:


EMPRESS DRANE
City Secretary
LISA SEWELL
Deputy City Secretary

Approved as to Form:


MARK S. HOUSER
City Attorney

EXHIBIT A

**CITY OF MCKINNEY AMENDED AND RESTATED POLICY ON
BOARD AND COMMISSION MEMBER APPOINTMENT AND ELIGIBILITY**
(Amended August 20, 2019)

I. Overview.

The City Council is very interested in citizens serving as members of City of McKinney boards or commissions. Citizens can provide an invaluable service to the City of McKinney through board membership and participation. Board and commission members volunteer many hours annually, sharing their time and expertise, and learning more about the City through their membership. Boards and commissions are established to offer citizens an extraordinary opportunity to participate in the City's governmental affairs and influence public policy in many areas. The City has several boards, commissions and committees that endeavor to reflect the varied interests of our City's citizenry.

Some of the City's boards and commissions are required and established by state statute, while others result from provisions of the City of McKinney Home-Rule Charter or from local ordinances. Where discrepancies exist between individual board and commission bylaws and this policy, this policy shall apply, subject however to any superseding state law. A number of the bodies exercise legal authority in some aspect of City government. Although many boards and commissions are advisory only, their influence and value can be significant. They make recommendations on a wide range of topics that eventually come before the City Council.

II. Appointment Process.

City Council members shall actively recruit candidates for service on City boards and commissions. Recognizing the City has four City Council districts, the City Council will strive to have adequate representation from all geographic areas of the city in the overall appointment process. The City Council shall endeavor to appoint Board and Commission membership reflective of the City of McKinney's diversity of residents.

On or before June 30th of each year, the Mayor shall designate interview committees comprised of two (2) City Council members that will thereafter interview candidates for designated Boards or Commissions. The City Council shall set interview dates and times upon such designation. All Board and Commission interviews shall be held in an open public meeting with a posted agenda. Meeting agendas shall contain information stating that there may be a potential quorum of the City Council in attendance at each particular interview session, and any City Council member may attend; however, such City Council members shall not participate as an interview committee member. A make-up interview meeting will be scheduled for any applicants that wish to attend and all City Council members may attend and participate in the interview meeting.

Council member interview committees are encouraged to confer upon and prepare a list of recommended nominees from the applicants/interviewees of their committees' respective Boards or Commissions. When there are sufficient numbers of qualified applicants, it is recommended that each interview committee propose to the entire City Council a nomination list of twice the number of openings on each particular board. After the interview process is complete for any or all Boards or Commissions, the entire City Council will consider the recommendations and nomination lists of the interview committees, as well as any other council member nominations for Eligible Applicants, during a posted public meeting in open session; however, the City Council may consider and confer upon any recommendation in a closed session under the Texas Open Meetings Act. The City Council shall make appointments through an "open preference procedure" wherein each City Council member's preferences are openly registered prior to the presiding officer's acceptance of any motion for approval of an appointee(s) for an unfilled position(s). Council discussion regarding applicants during the preferencing process is limited to information contained on the applicant's

application or resume. Orientation sessions for new board or commission members shall be held annually for new appointees.

The Mayor shall establish liaison assignments consisting of two (2) City Council members for each of the following Boards or Commissions: MEDC, MCDC, MCVB, Main Street, McKinney Housing Authority, Parks, Recreation, and Open Space Advisory Board, and Planning and Zoning Commission. City Council liaison assignments shall be of varying length, as the Mayor shall determine, rotating in accordance with a matrix or other method determined by the Mayor.

The role of the liaisons is to attend meetings and report to the City Council any information related to action taken by the Board or Commission at said meeting. In the event the Board or Commission requests input from the City Council, the liaisons shall advise the Board or Commission that the City Council will be briefed on the issue and the position of the City Council will thereafter be relayed to the Board or Commission, by the liaisons or the entire City Council, as the case dictates. The liaisons shall use best efforts to not initiate communications during a Board or Commission meeting regarding a) his or her personal opinions regarding any issue before the Board or Commission; b) suggested actions to be taken by the Board or Commission; or c) opinions pertaining to actions previously or subsequently taken by the Board or Commission. The liaisons shall be responsible for communicating to the Board or Commission the position of the City Council only upon the City Council providing information or direction to the liaisons after the City Council has been fully-apprised of the issue. The liaisons shall also communicate to the Board or Commission any requests for information from the City Council and shall report back to the City Council the response to said requests based on the position of the entire Board or Commission and not of any single Board or Commission member.

Each Board or Commission having liaisons shall report in its respective minutes submitted for approval by the City Council any and all comments made by both Board or Commission members and City Council liaisons during any Board or Commission meeting.

All Board or Commission meetings shall be posted with a notice that a potential quorum of the Council may be attendance pursuant to Texas Open Meetings Act.

The provisions herein for communications between the Board or Commission members and the liaisons shall apply to all Council members attending a Board or Commission meeting.

III. Eligibility and Membership Criteria.

- (a) **Written Application/Eligible Applicant.** A signed, current application is required for appointment for service on any board or commission. The City Council shall consider any person an "Eligible Applicant" who has satisfied the foregoing and the residency requirements of (b) below prior to being sworn-in to an appointive position on a board or commission. Applications are valid for one (1) year from receipt by the City Secretary's office after which time the application(s) will be considered lapsed. Without exception, no lapsed application will be considered after the third Friday in June of each year, the Application Deadline Date. An Eligible Applicant may be appointed to any board or commission regardless of the applicant's stated preference; however, the City Council endeavors to duly consider the preferences of all applicants.
- (b) **Residency.** Unless the authorizing ordinance or law creating a Board or Commission specifically allows otherwise, all applicants and appointees must continuously reside within and be qualified voters of the City of McKinney, Texas. All applicants shall be responsible for establishing proof of residency to the City Secretary under this subsection, and the City Secretary shall make all determinations of residency hereunder. All applicants shall provide their voter registration number on the application,

and all applicants and appointees shall be registered to vote in the City. The City Secretary may request a current voter registration card as circumstances warrant. The residence address contained on an applicant's or appointee's voter registration or on a current voter registration card provided by an applicant to the City Secretary shall be determinative of residency. If a question of residency is presented to the City Secretary in writing, the affected board or commission member shall submit to the City Secretary any utility account statement in the name of the board or commission member for a residence address within the corporate limits along with a sworn statement (notary not required) that such residence address is the applicant's residence. The receipt of the foregoing by the City Secretary shall be conclusive proof of residency under this subsection. Board and commission members shall notify the City Secretary of any change in residency status at least two (2) weeks prior to such change. For board and commission positions which may be filled by non-residents, such applicants shall be qualified voters, registered to vote in the precinct in which they reside.

- (c) Term. All terms shall be two (2) years unless such terms are otherwise modified by the City Council, governed solely by State law, or established by ordinance. Notwithstanding the foregoing and subject to the provisions for immediate removal in (k) below, the City Council shall annually review the performance of all board and commission members during the Appointment Process. Subject to the provisions for immediate removal in (k) below, appropriate appointments and removals shall be considered in conjunction with such annual review. For those board and commission members appointed to boards which are transitioning from 1-year to 2-year terms on August 28, 2017, a simple majority of each board shall be appointed to 2-year terms, and the remainder of each board shall be appointed to 1-year unexpired, remainder terms of newly-created, 2-year terms. The purpose of the foregoing is to create board and commission member continuity through staggered board appointments.
- (d) Appointments. Appointments shall be made once a year, and are effective on October 1 unless the appointment is made for filling a vacancy in which case the appointment shall be for the remainder of the term filled.
- (e) Attendance. Subject to the provisions for immediate removal in (l) below, attendance shall be reviewed annually during the board appointment process. A board or commission member shall attend seventy-five percent (75%) of the board meetings to be considered for continuation of any current term and for reappointment to any subsequent term. Subject to the provisions for immediate removal in (l) below, failure to attend 75% of the meetings shall result in the board member not being reappointed by the City Council unless the City Council finds good cause for such reappointment based on special circumstances presented by the board member.
- (f) Alternate Members. The City Council shall appoint two (2) alternate members (collectively the "Alternates" or singly "Alternate") for each of the following boards and commissions: Building and Standards Commission; Board of Adjustment; Parks Recreation and Open Space Board, and the Planning and Zoning Commission. The Alternates for each of the foregoing Boards and Commissions will be appointed for staggered two-year terms with the first of the Alternates appointed for service beginning October 2019 serving for two years until October 2021 or until their successor is appointed, and the second of the Alternates appointed for service beginning October 2019 serving for one (1) year until October 2020 or until their successor is appointed.

The City Council shall appoint one (1) alternate member (the "Alternate") for each of the following boards and commissions: Animal Service Facility

Advisory Committee; Community Grants Advisory Commission; Historic Preservation Advisory Board; Library Advisory Board; McKinney Armed Services Board; McKinney Arts Commission; McKinney Community Development Corporation (MCDC); McKinney Economic Development Corporation (MEDC); McKinney Convention & Visitors Bureau (MCVB); McKinney Housing Authority; McKinney Housing Finance Corporation; and the McKinney Main Street Board. The Alternate for each of the foregoing Boards and Commissions will be appointed for a two-year term beginning in October 2019 serving until October 2021 or until their successor is appointed.

An Alternate shall serve in the place of a seated member only in the physical absence (i.e. not due to conflict or abstention) of a seated member. Alternates are encouraged to attend all meetings; however, an Alternate shall not participate as a member in the deliberations (open session) or discussions (closed session) of their respective Board or Commission unless they are sitting for an absent, seated member. Alternates may participate during those portions of meetings when the public at large may participate. Unless holding a one-year staggered term, Alternates shall serve for the same term length as seated members. However, Service of an Alternate shall not count against any term limits under (g) below.

- (g) **Term Limits.** The limit for consecutive service on the same board or commission is three (3) consecutive, full terms, regardless of term length (2-year, 3-year, etc.). Any member appointed to fill the remainder of an unexpired term shall be eligible to serve three (3) consecutive, full terms thereafter.
- (h) **Multiple Service.** Board and commission members shall not serve concurrently on more than one board or commission.
- (i) **Spousal Service and Nomination/Voting Procedures.** Spouses may serve concurrently on separate boards or commissions; however, no concurrent spousal service shall be permitted on any combination of the following boards and commissions: McKinney Economic Development Corporation, McKinney Community Development Corporation, Main Street Board, McKinney Housing Finance Corporation, and McKinney Convention and Visitors Bureau. Spouses may serve concurrently on any separate board or commission not listed herein. City Council members shall not knowingly participate in voting for or appointing any relative within the second degree of consanguinity or affinity to any board or commission¹. In the event a relative of a City Council member is recommended for a board or commission position at the time of preferencing, the City Council member who is related shall step down from the vote for such board appointments. City Council members shall not knowingly nominate, appoint or vote to nominate or appoint any person who is a member or employee, whether compensated or non-compensated, of a business entity of which the City Council member is also a member or employee. "Business Entity" shall mean a sole proprietorship, partnership, limited partnership, firm, corporation, limited liability company, holding company, joint-stock company, receivership, trust, unincorporated association, or any other business entity recognized by law. Applicants shall disclose on the application any membership or employee status in a business entity involving the applicant and a City Council member.
- (j) **Commitment.** Board and commission members shall support the annual goals of the City of McKinney.

¹ Second Degree of Consanguinity and Affinity relatives. mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, spouse's grandson

- (k) Removal. Notwithstanding any provision of Section III (a)-(l), the City Council may remove any board or commission member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings. Failure to adhere to any of the policies contained in this Section III or in Section IV below may subject the member to immediate removal by the City Council.
- (l) Resignation Upon Filing for Elective Office. Any appointed member of any board or commission who files for any City Council, Independent School Board (located within the city limits) or Collin County elective office other than that which he or she is holding at the time of filing for elective office, shall resign from his or her appointive position concurrently with the filing for such elective office. If the board or commission member fails to resign, the appointive position shall be automatically vacated by the member as of the date of filing for elective office.

IV. Practices

- a) Disclosure of Vendor Relationships/Board member training. All members of any board or commission shall complete the required annual disclosures under Texas Local Government Code Chapter 176 whenever they contract with or are otherwise doing business with the City under applicable sections of this state law. Training on open government procedures and expectations for ethical conduct will be made available to all boards and commission members on an annual basis.
- b) Disclosure of interests. A City Council member or a board or commission appointee shall not participate or vote on a matter involving any entity on whose board the City Council member or appointee serves in any capacity or for which he/she is employed.
- c) Appointed board or commission members appearing before any board or commission. Board or commission members may not appear on behalf of a business, client, or other private or public interest before any City board or commission, save and except for an appearance concerning a business or property owned in whole or in part by such member, where approval by said board or commission is required for action by the business, client, private or public interest during their term on such board or commission.
- d) Appointed board or commission members doing business with the City. A board or commission member is prohibited from contracting or otherwise doing business with any board or commission during the member's term on any board or commission.
- e) Appointed board or commission member using board position status in public forum. Except while acting in a meeting on his/her appointed board or commission, a board or commission member shall not use his/her board title or position in communicating opinions or issues in a public forum, either written or oral. The purpose of this provision is to avoid confusion regarding the attribution of the member's statements, whether intended or not, to the member's board or to the City of McKinney. Upon receipt of notice of any member's communication contrary to this subsection, the City Manager shall place an item on the next available City Council agenda for consideration of removal of such member.

V. Official Notification.

- (a) A letter of appointment shall be sent to each member appointed to a board or commission.
- (b) A letter of gratitude shall be sent to each retiring member.

City of Rosenberg Application/Review/Appointment Process
Boards, Commissions, and Committees

The Rosenberg City Secretary notifies each appointee of appointment to a board, commission, or committee. The appointee must accept the appointment within 15 days.

Rosenberg City Council appoints the chair of each board, commission, and committee unless statute or ordinance provides otherwise.

An employee of a public utility holding a franchise from the City is eligible for appointment to a board that is not involved in the regulation of the rates or services of the public utility. The employee is required to abstain on a matter related to the employing utility.

The following are the general qualifications for appointment:

- 6 month residency prior to the appointment

- Not in arrears to the City for taxes, utilities, etc.

- If prior service, must have a record of creditable attendance and performance

- Subject to a criminal history check.

In the application, the applicant must affirm:

- Not convicted of a felony or a misdemeanor involving moral turpitude

- Not involved in litigation against the City (excepting imminent domain)

- Any claims made against the City will be brought to the attention of the City Council

- Must authorize a criminal background check.

Appointee may not serve on multiple boards at the same time.

Position if forfeited if there are 3 successive unexcused absences.

7. **MOTION TO CLOSE DEBATE.** A motion to close debate on a particular matter before the City Council can only be made at such time as the person making the motion is recognized by the Mayor and no one else is speaking. In order to close debate, a two-thirds (2/3) majority is necessary.
8. **MOTION TO POSTPONE CONSIDERATION.** A motion may be made to postpone consideration of a pending motion. This must be made at a time when the Mayor has recognized the mover and no one else is speaking. A vote of four (4) members of the City Council will carry this motion.
9. **AMENDING A MOTION.** A motion may be amended by a member of City Council stating that he/she wishes to amend. This motion requires a second, is debatable and can be passed by a vote of four (4) members of the City Council.
10. **MOVE THE QUESTION.** A member of City Council may move the question at any time that he/she has the floor. He/she cannot interrupt a member of City Council speaking for the purpose of moving the question.
11. **SUBSTITUTE MOTION.** A substitute motion may be made at any time by a member who desires to substitute a motion of the one being considered. As soon as a substitute motion is made, it acts as an amendment; however, the vote on the original question is not necessary.
12. **QUESTIONS TO CONTAIN (1) SUBJECT.** All questions submitted for vote shall contain only one subject. If two (2) or more subjects are involved, any member of City Council may require a division.
13. **ORDER OF PRECEDENCE OF MOTIONS.** Robert's Rules of Order Revised shall prevail as to the order of precedence of motions and types of motions.
14. **RIGHT TO FLOOR.** Any member of City Council desiring to speak shall be recognized by the Mayor and shall confine his/her remarks to the subject under consideration. No member shall speak more than once to a question until every member wishing to speak shall have spoken.
15. **POINTS TO ORDER.** The Mayor shall determine all points of order, subject to the right of any member to appeal to the City Council or request a parliamentary opinion of the City Attorney.
16. **TIE VOTE.** If the vote is tied on any motion, the motion shall be considered failed.
17. **RECONSIDERATION BY MOTION OF AN ACTION OF CITY COUNCIL CAN BE MADE NO LATER THAN THE NEXT SUCCEEDING REGULAR MEETING.** Such motion can only be made by a member who voted with the majority or who was absent. It can be seconded by any member. No question shall be twice reconsidered, except by vote of four (4) members of the City Council, except that action relating to any contract may be reconsidered at any time, before final execution thereof.

IX. BOARDS AND COMMISSIONS

BOARD means a board or commission of the City which is established by ordinance or resolution or the Charter of the City of Rosenberg.

CHAIR means the presiding officer of a board whether appointed by the City Council or elected by the other members of the board. In debate the Chair shall be referred to by official title.

EX-OFFICIO means City Council member(s) appointed by the City Council to serve as an ex-officio to a board, commission or committee. Ex-officio member(s) shall have the right to take part in any discussions but shall not have the power to vote. Ex-officio member(s) shall not be elected or appointed as a presiding officer or any other position to a board, commission, or committee.

MEMBER means a duly appointed member of a board. Members may vote and count as part of the quorum.

STAFF means city employee appointed by the City Manager to provide administrative assistance or guidance to the committee, board or commission. Staff does not vote or count as part of the quorum of a committee, board or commission unless elected to serve, rather than appointed to assist.

1. NOTICE OF APPOINTMENT; ACCEPTANCE

A. After the City Council appoints a person to serve as a member of a board, the City Secretary shall notify the person of the appointment by mail or email. The notification will contain a form of acceptance of appointment to be returned to the City Secretary by the appointee.

B. The appointee must return the signed acceptance of appointment to the City Secretary within 15 calendar days from the date of receiving notice of the appointment. If the City Secretary does not receive the signed acceptance of appointment within the required 15 days that board position shall be considered vacant and a new appointment made.

C. The City Council may designate, when practical and unless provided otherwise in the Charter, ordinances, resolutions or minute entry establishing such board or commission, the individual to serve as chairperson for a one-year term beginning with their appointment each year. In the event the City Council for any reason does not name a chairperson or fill a vacancy of a chairperson within thirty (30) days of June 1st or the date the chair becomes vacant, the board or commission shall elect a chairperson.

2. ELIGIBILITY OF EMPLOYEE OF FRANCHISE HOLDER

A. A person who is an employee of a public utility providing service under a franchise with the City is not disqualified from serving as a member of a board if the responsibilities of the board are not directly related to regulation of the rates and service of the public utility.

B. A board member who is an employee of a public utility providing service under a franchise with the City shall abstain and disqualify himself from voting and comply with any ordinance or statute, as amended, governing same on any matter before the Board directly or indirectly related to the business of the public utility

3. QUALIFICATION CONSIDERATIONS IN APPOINTMENTS TO BOARDS

A. In addition to the qualifications for service on a board that are mandated by the City Charter or other ordinances, an appointee to a board must:

1) Have been a resident of the City for at least six months prior to the date of appointment; unless specifically approved by City Council.

- 2) Affirm that they are not in arrears on any City taxes, water service charges, or other obligations owed the City; and,
- 3) If served on a board previously, have a creditable record of attendance and performance in any previous board service.
- 4) The City will perform criminal background checks on all applicants as a condition of appointment to a City board or commission.

Note: Application form should contain the following affirmations:

The applicant affirms on his/her application that they have not been convicted of a felony or crime involving moral turpitude; not be an adversary party to pending litigation against the City, except for eminent domain proceedings;—claims against the City not in litigation do not serve as a disqualification under this subsection but will be brought to the attention of the City Council; disqualification of an applicant or an appointee under this subsection may be waived by the City Council after review of the specific circumstances. The applicant hereby authorizes the City to perform a criminal background check as a condition of appointment to a City board or commission.

B. It is the desire and intent that a person normally serve on only one board at a time, except that this restriction does not apply to ex-officio board positions or boards with special or City Council directed functions. It is the City Council's intent that a board member is not required to resign one board position before being appointed to another board, but must resign the first position before accepting appointment to the new board position. *Persons may not serve on more than one of the following committees, boards or commissions at the same time: Buildings and Standards Board, Tax Increment Reinvestment Zone, Rosenberg Development Corporation or the Planning Commission.*

C. In order to continue as a board member, a person appointed to a board must meet the qualifications required by this section for appointment during the entire time of service on a board, unless specifically approved by City Council.

4. **REGULAR MEETINGS.** Each board shall determine the time and place of its meetings. Regular meetings shall be scheduled weekly, monthly, semi-monthly, or quarterly, as the responsibilities of the board necessitate at a location within a public building.

5. **SPECIAL MEETINGS.** Special meetings may be called by the chair at any time, and shall be called by the chair upon written request of members comprising at least one-third of the board.

6. **QUORUM.** At the beginning of each regular or special meeting, the chair shall determine whether a quorum exists so the business of the board can be properly transacted. A quorum shall exist when there are physically present a majority of the members qualified and serving, unless otherwise provided by ordinance. If a quorum does not exist 30 minutes after the time for which the meeting was called, the chair shall adjourn the meeting and either reschedule the meeting at its next regular time, or call a special meeting, depending upon the circumstances.

7. **RULES OF ORDER.** Unless otherwise stipulated by the board or this chapter, proceedings of a board shall always be governed by rules of order as set forth in Robert's Rules of Order Revised.

8. **PUBLIC CHARACTER OF MEETINGS AND ACTIONS**

A. All meetings of a board shall be of a public nature unless pertaining to matters of pending or contemplated litigation, land purchase, security, economic development, personnel, or seeking

advice of its attorney. Unless in one of these categories, all meeting and actions of the board shall be public and the City Secretary shall make sufficient copies of the minutes available to staff members, the news media, and other interested parties upon request.

B. A printed agenda of items to be considered at each regular or special meeting shall be posted for public inspection at least seventy-two hours prior to the meeting or in accordance with state open meeting laws, as amended, or as otherwise provided by law.

9. NOTICE OF MEETINGS. Notice of all regular or special meetings of the board shall be posted in accordance with City procedures, and at least seventy-two hours in advance of the meeting or as otherwise provided by law.

10. OFFICERS AND THEIR DUTIES

A. CHAIR.

1) The chair shall, when present, preside at all meetings of the board. In the absence of the chair, the vice-chair shall exercise the powers of the chair. The seniority of the vice-chair, if more than one, shall be stipulated at the time of their selections.

2) The presiding officer shall rule on points of order and procedures that are brought up in board meetings.

3) In the absence of the chair and all vice-chairs, the board shall elect a temporary chair.

4) In debate the chair shall be referred to by official title.

B. PRESERVATION OF ORDER. The chair shall preserve the order and decorum and shall have authority to appoint a sergeant and a deputy to enforce compliance with the rules contained herein. He/she shall require members of the board engaged in debate to limit discussion to the question under consideration.

C. SUBSTITUTION FOR CHAIR. The chair may call upon any other member to take his/her place in the chair, such substitution not to continue beyond adjournment.

D. ATTENDANCE

1) A member having three unexcused absences in succession from regular meetings shall forfeit his/her office or membership. For purposes of this section, the record of a member's absences will begin with the first regular meeting after the fifteenth day from the date the member received notice of his/her appointment.

2) An office which has been forfeited under the provisions of this section shall be filled for the remainder of the term by appointment of the City Council.

3) Citizens are welcome to attend all official meetings of City Boards and will be admitted to the meeting room up to the fire safety capacity of the room.

11. ADMINISTRATIVE PROCEDURES

A. BOARD RECOMMENDATIONS

1) All recommendations, resolutions, reports, and findings of a board shall be submitted through established administrative procedures within the City to the appropriate City department or the City Council.

2) Unless authorized by the City Council or the board, individual members shall not act on behalf of the board to present board recommendations, resolutions, reports, or findings to persons or agencies outside the City organizations.

B. TERMS, ETC.

1) Terms of board membership will become effective after appointments are made by the City Council. The City Council will endeavor to make all required appointments by the first meeting in July of each year* and, unless otherwise noted or required by the City's Charter or State law, will be for a period of one year. *Some members of commissions and boards are appointed for two year terms.

2) A member of the board presently qualified and serving shall continue to serve until such time as a successor has been appointed and qualified to replace said member.

City of Sugar Land Application/Review/Appointment Process
Boards, Commissions, and Committees

Recruitment:

To select the most qualified persons representing a cross-section of the community reflecting gender, diversity, region, viewpoints, and expertise.

The City Secretary will advertise and publish the opportunity to apply for appointment through the newspaper, website, newsletter, print media, and other means.

Application:

Available in the City Secretary's Office and on the City's website.

The applicant may apply for more than one board, commission, or committee and may prioritize the applicant's preference for appointment to the boards, commissions, or committees.

Supplementary questionnaires may be provided.

Notebooks of all applications will be provided to the City Council to review prior to nominations.

Eligibility:

Established by ordinance or statute.

If specific qualifications are required for an appointment (i.e. certain license), the applicant must hold or meet the specific qualification throughout term of appointment.

Attendance:

If the appointee is absent for 3 successive meetings, the appointee may be removed.

Appointment:

By the City Council.

The City Council reviews all applications and selects the most qualified applicant representing the cross-section outlined above.

The City Secretary sends a reappointment letter of interest to serving board members eligible for reappointment. To be reappointed, the board members must state their interest in continuing to serve.

Notification:

The City Secretary sends a letter of appointment to each appointee.

The City Secretary sends notice of the status of each application to each applicant.

POLICY NUMBER: 3000-09
Date Adopted: 09-15-2015
Date Effective: 09-15-2015

RESOLUTION NO. 15-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS ADOPTING
A CITY COUNCIL POLICY AND PROCEDURE FOR BOARDS, COMMISSIONS, AND
COMMITTEES.**

WHEREAS, the City Council wishes to adopt a policy that establishes procedures for City boards, commissions, and committees; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:

Section I. That the City Council of the City of Sugar Land, Texas adopts a City Council Policy and Procedure for Boards, Commissions, and Committees as described herein:

**CITY COUNCIL POLICY AND PROCEDURE
BOARDS, COMMISSIONS, COMMITTEES**

BACKGROUND:

It is the policy of City Council to annually appoint citizens to serve on various boards, commissions and committees. Each board and commission exercises a number of advisory and quasi-judicial powers and functions essential or useful to the operation of city government.

Boards and commissions are a vital part of city government, providing an opportunity for citizen involvement in the governing processes of the City and providing City Council with input, ideas, feedback and suggestions on public policy.

Boards and commissions are created and enabled in different ways. Some are creations of governing statutes and laws, while others are creations of City Council. Terms of office and qualifications for office vary; terms begin and expire either with the beginning of the fiscal year (October) or the beginning of the calendar year (January).

PURPOSE:

The policy and procedure establishes guidelines for appointment of citizens to boards, commissions and committees; the recognition of their many contributions; and provides reference for orientation and training for members. The policy and procedure applies to all citizen volunteer boards, commissions and committees and the appropriate staff who support them. The policy and procedure does not apply to City Council member committees and task forces.

RESPONSIBILITY:

The Office of City Secretary is responsible for implementation of this policy and procedure.

OBJECTIVE:

The intent of City Council is to manage the appointment process by:

- Keeping boards and commissions strong and viable through appointment of qualified members who have a basic understanding of the role and responsibility of the board or commission sought; understanding of time commitment; and what is expected of members.
- Using application, resume; general and supplementary questionnaires with defined description and criteria of each board or commission.
- Active City Council involvement in direct recruitment by discussing application process with constituents, and open vacancy recruitment on city web site and through media publications and press releases.
- Maintaining low turnover of quasi-judicial boards and commissions and advisory boards with specific criteria set by City Council.
- Review of member performance, attendance, expertise, experience, and decision-making ability; and consider member participation in appropriate training and continuing education when considering reappointments.
- City Council to obtain input from Chairs of selected board and/or commission.
- City Council interview of selected applicants for selected positions.
- City Council to give strong consideration to both the reappointment of incumbents and new appointees.
- Appointments are made thirty days prior to the beginning of term.
- City Council to discuss each appointment in workshop and where allowed by law in closed executive session, prior to appointing and voting in open session.

APPOINTMENT PERIOD:

The City Council shall make appointments to board, commission and committees in September of each year before the beginning of terms starting in October of each year; and in December for terms beginning in January.

BOARD DEFINITIONS:

BOARD TYPES: Boards, commissions and committees serve many different roles within the City. It is important that staff and the board members understand the role of each board and the authority and responsibility for the board and its members. To help define these roles, each board, commission and committee will be designated by type as defined below:

- **Advisory Boards:** An advisory board serves as an ongoing forum for providing public input to the City Council and appropriate department, providing them with advice on issues. Advisory boards are not authorized to make decisions on behalf of the City. The City Council will consider input from the advisory boards, as well as from other sources, in making decisions on issues. The City Council may or may not take action that is in agreement with the advice of an advisory board.

Advisory boards may not speak for the City or take independent positions on issues with the public or the press. The purpose of the boards is only to advise the City Council or the appropriate department.

- **Quasi-Judicial Boards and Commissions:** These boards and commissions are defined in state statute and have certain statutory responsibilities and authorities, as designated by statute. The boards and commissions have the authority to hold formal hearings and issue decisions. The decisions are not subject to review by the City Council. Members of these boards must be cognizant of protecting the unbiased quasi-judicial nature of the board and its formal hearings. Activities of these boards and commissions are limited to those authorities granted by statute.
- **Committees and Task Forces:** These are special ad-hoc panels created by the City Council for a specific project or task and are limited in duration and are not ongoing. The responsibilities of the committee or task force shall be designated by resolution by the City Council at the time the committee or task force is authorized. The City Council will consider the input of the committee or task force in making decisions on issues. The City Council may or may not take action that is in agreement with the advice of the committee or task force. A committee or task force may not speak for the City, and are to only advise the City Council or the appropriate department, and are not to take independent positions on issues with the public or press.

TERMS:

Unless otherwise mandated by state statute or unless deemed required by City Council, no member of a board or commission shall serve on any one board or commission for more than eight consecutive years. In the event an individual fills the unexpired term of a board member; that unexpired term shall not be counted as a complete term.

Terms shall be staggered, beginning October 1st and ending September 30th of the following year, except for Tax Increment Reinvestment Zone Boards whose terms shall end on December 31st and begin on January 1st of each year.

Mid-term appointments to positions that become vacant may be made at any time or may be postponed, at the discretion of City Council, to the regular term period.

RECRUITMENT:

City Council will seek the most qualified individuals representing a cross-section of gender, diversity, geographical representation and representation of the public at large, including viewpoints and special interest and expertise.

The Office of City Secretary will market and advertise board, commission, and committee vacancies in the official newspaper and on the City web page ninety (90) days prior to term expiration date and on an as needed basis throughout the year; and extend invitations periodically in the City newsletter, print media, and other produced materials that might engage interested residents.

The recruitment deadline for returning the application will be stated in the public notice.

APPLICATIONS:

Applications shall be available in the Office of City Secretary and on the City web page. Applications may be submitted at any time and will be retained for one year for use during the appointment process and when vacancies occur. Citizens may apply for more than one board and may prioritize their requests on the application form.

All citizens interested in serving on a board, commission, committee or task force shall complete an official application. Completed applications along with resume, completed general and supplementary questionnaires shall be submitted to the Office of City Secretary, and during the regular recruitment period must be returned by the stated deadline.

Applicant books used during the appointment process will be compiled and made available to City Council in July of each year prior to City Council considerations in August for September appointments.

ELIGIBILITY AND QUALIFICATIONS:

Eligibility for board, commission, committee or task force appointments is defined by city charter, ordinance, resolution, or state statute that established and governs the board, commission, committee or task force.

Because of the time commitment involved, and to allow more citizens the opportunity to participate on a board, commission, committee or task force, serving on more than one board or commission is discouraged.

The City Council reserves the right to appoint individuals to multiple boards, commissions, committees, or task forces when, in the opinion of the City Council, it is in the best interest of the City.

Appointments to boards and commissions that have specific eligibility requirements must be made in accordance with the governing requirement; appointed members must continue to meet the eligibility requirements during the term of appointment. If a member does not continue to maintain the necessary requirements, the member shall resign the appointed position.

RESIDENCY:

Except by special circumstance as approved by City Council, all members of boards, commissions, committees or task forces must be residents of the City.

ATTENDANCE:

Members are expected to be available to attend most board meetings. If a member becomes unable to attend most board meetings, the member should submit his or her resignation so that a replacement may be appointed. The City Council may dismiss any member for poor attendance. A member who misses three (3) successive meetings, except for special circumstances, is deemed to have automatically resigned from his or her position.

APPOINTMENT PROCESS:

The City Council will make appointments to boards, commissions, committees and task forces. Staff may assist with recruitment of new members but should not make recommendations for appointments, unless specifically requested to do so by City Council.

Selection of members to the boards and commissions will be carried out as follows:

- City Council will review all applications, resumes, and completed general and supplementary questionnaires as provided in the applicant books to find the most qualified individuals representing a cross-section of gender, diversity, geographical representation and representation of the public at large including viewpoints, special interest and expertise.
- The Office of City Secretary will send board and commission members with terms expiring, a reappointment letter of interest which they will return, indicating if they desire a reappointment. Members who desire reappointment will be considered along with all applicants.
- By agreeing to serve on a board, commission, committee or task force the member agrees to abide by the policies and procedures of the City. Any board, commission, committee or task force member who violates the terms of the ordinances, policies and procedures or the bylaws of the board may be asked to resign or be removed from the board, commission, committee or task force by the City Council.

NOTIFICATION:

The Office of City Secretary shall prepare letters for the Mayor to notify appointees of their appointment by City Council, with copies to the board staff liaison. The Office of City Secretary will prepare letters notifying all applicants of the status of their application.

VACANCIES:

If vacancies occur during the year, the position may be filled from the current list of applicants using the appointment process delineated in this policy or through recruitment for interested volunteers. The Office of City Secretary will maintain applications on file for one year. For difficult to recruit boards and commissions, applications will be maintained for two years.

Resignations from any board, commission, committee or task force shall be in writing addressed to the Mayor; the Office of City Secretary will notify City Council by Memorandum. A vacancy occurs on the effective date shown in the resignation, when a member is removed, or has been deemed to have automatically resigned from the position.

ALTERNATES:

Alternate members shall be appointed as deemed appropriate by the City Council. Alternate members have full membership and voting privileges.



City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A16. Excuse from Attendance at Regular City Commission Meeting.



City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A17. Consider taking action on requests for future agenda items

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City of Richmond

Where History Meets Opportunity

Regular Scheduled City Commission Meeting

600 Morton Street

Monday, February 15, 2021 at 4:30 P.M

A18. Adjournment.