



CITY OF BAYTOWN

NOTICE OF MEETING

**CITY COUNCIL REGULAR MEETING
THURSDAY, DECEMBER 9, 2021
6:30 P.M.
COUNCIL CHAMBER, CITY HALL
2401 MARKET STREET, BAYTOWN, TEXAS 77520**

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION

Council Member Laura Alvarado, District No. One

1. MINUTES

- a. Consider approving the minutes of the City Council Work Session and Regular Meeting held on October 28, 2021.

2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

- a. Recognize City of Baytown Employees for their Years of Service.
- b. Recognition of the City of Baytown Strategic Planning Advisory Committee (SPAC) 8th grade essay contest winners.

3. PROPOSED REDISTRICTING PLAN

- a. Conduct a public hearing regarding the Proposed Redistricting Plan for the City of Baytown Based on 2020 Census Data.
- b. Consider an ordinance adopting the proposed redistricting plan for the City of Baytown based upon the 2020 census data.

4. PROPOSED ANNEXATION OF APPROXIMATELY 34.45 ACRES OF LAND NEAR NW INTERSECTION OF JOHN MARTIN RD AND IH-10

- a. Conduct a second public hearing regarding the proposed annexation of approximately 34.45 acres, consisting of 3 parcels located generally near the northwest intersection of John Martin Road and Interstate 10.

5. BAYVIEW HEIGHTS PUBLIC IMPROVEMENT DISTRICT

- a. Discuss the proposed Bayview Heights Development Project.
- b. Conduct a public hearing regarding the advisability of the proposed improvements associated with Bayview Heights Public Improvement District.

6. PROPOSED ORDINANCES

- a. Consider an ordinance amending Chapter 82 "Secondhand Goods," Article IV "Garage Sales" of the Code of Ordinances, Baytown, Texas, to remove the permitting requirements for garage sales.
- b. Consider an ordinance amending Chapter 18 "Buildings and Building Regulations," Article I "In General," Section 18-1 "Registration" of the Code of Ordinances, Baytown, Texas, to remove the registration requirement for contractors (i) pulling a permit for a structure, other than a mechanical, electrical, or plumbing permit, and (ii) performing tree trimming and debris removal services for residential customers.
- c. Consider an ordinance amending Chapter 18 "Buildings and Building Regulations," Article II "Building Construction Standards," Division 1 "Windstorm Standards," Section 18-26 "Accessory building/structures," Subsection (c) of the Code of Ordinances, Baytown, Texas, to require building permits for residential accessory structures 200 square feet or more.

7. DISCUSSIONS

- a. Discuss the 2021 Aquatics Season at Pirates Bay Water Park and Calypso Cove.
- b. Discuss the proposed public improvement district for the Lennar Development to be located on the east side of Garth Road to Hadden Road and north of Wallisville Road.
- c. Discuss the incentive policy for the Baytown Revitalization Incentive Zone (RIZ) to exercise certain municipal powers in a neighborhood empowerment zone.

8. REPORTS

- a.** Receive a summary of accomplishments achieved with Baytown CDBG funds and the executive summary of the annual Consolidated Annual Performance and Evaluation Report (CAPER).

9. CONSENT

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- a.** Consider an ordinance approving Change Order No. 5 to the Animal Services and Adoption Shelter Project with Construction Masters of Houston LLC.
- b.** Consider an ordinance awarding a construction contract to Cox Commercial Construction, LLC, for the Roseland Park Pavilion Project.
- c.** Consider an ordinance authorizing payment to CenterPoint Energy Houston Electric, LLC, for installation of streetlights for the Fairway & Savell Streets Improvement Project.
- d.** Consider an ordinance authorizing an Agreement for Consulting Services with Hill International, Inc., to perform construction management and inspection services for the Roseland Park Pavilion Project.
- e.** Consider an ordinance authorizing Change Order No. 3 for the purchase of additional commercial office furniture for the Municipal Service Center Renovation Project.
- f.** Consider an ordinance authorizing an Interlocal Agreement with the Baytown Municipal Development District for funding the construction of the Citizen's Bank Building Renovation Project.
- g.** Consider an ordinance authorizing a Consulting Services Agreement with Aviles Engineering Corporation for construction materials testing services for the Lincoln Cedars and Julie Ann Villa Drainage Improvements Project.
- h.** Consider an ordinance authorizing an Agreement for Consulting Services with EHRA Engineering to assist the Public Works and Engineering Department with preliminary engineering for Northern San Jacinto Area.
- i.** Consider an ordinance authorizing payment to Stealth Partner Group for services as the carrier/administrator for the City of Baytown's 2022 stop loss coverage.
- j.** Consider an ordinance approving a pool usage agreement for use of the Lee College Natatorium in preparation of the 2022 swim season.

- k.** Consider an ordinance approving the purchase of two (2) Toro Groundsmaster 4000-D Bat Wing Mowers from with Professional Turf Products, LP, through the Texas Local Government Purchasing Cooperative (Buyboard).
- l.** Consider an ordinance authorizing an Industrial District Agreement with NNN Opp IV Owner II, LLC.
- m.** Consider an ordinance authorizing a Supplement to the Section 212 Agreement with Enterprise Products Operating, LLC, for the Hydrotreater Property and removing such properties from Industrial District No. 2.
- n.** Consider an ordinance authorizing the payment of an annual assessment to the Harris County Appraisal District.
- o.** Consider an ordinance authorizing the rental of twelve (12) vehicles from EAN Holdings, LLC., d/b/a Enterprise Rent-A-Car, through an interlocal agreement between Harris County and the City of Baytown, based on an award between Harris County and Enterprise Rent-A-Car.
- p.** Consider an ordinance authorizing the restoration of the Baytown Fire Department's 1947 Mack fire truck to be completed by Automotion Classics, Inc.
- q.** Consider an ordinance awarding the Annual Fire Department Uniforms Contract to Webb's Uniforms, LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).
- r.** Consider an ordinance authorizing the purchase of the IBM FlashSystem 5200 enterprise storage from Mark III Systems through the Texas Department of Information Resources.
- s.** Consider an ordinance authorizing the renewal of the Cisco network equipment support (SmartNet) offered by Presidio Network Solutions Group, LLC, through the Texas Department of Information Resources.
- t.** Consider an ordinance authorizing the Agreement for Officers and Equipment with the Baytown Crime Control and Prevention District.
- u.** Consider an ordinance authorizing an Agreement for Fire Training Facility, Personnel, and Equipment with the Baytown Fire Control, Prevention, and Emergency Medical Services District.
- v.** Consider an ordinance authorizing an Interlocal Agreement for Emergency Services with Harris County Emergency Services District No. 75.

- w. Consider an ordinance authorizing a Consultant Services Agreement with Accessology Too, LLC, to perform services for the ADA Self-Evaluation & Transition Plan required by the Department of Justice.
- x. Consider an ordinance authorizing a Legislative Advocacy Services Agreement with Schlueter Group of Texas LLC.
- y. Consider a resolution designating authorized signatories for the Community Development Block Grant (CDBG) Program.

10. APPOINTMENTS

- a. Consider confirming the Mayor's appointments to the Bring the Battleship to Baytown Committee.
- b. Consider a resolution designating a representative and an alternate for the General Assembly of the Houston-Galveston Area Council for the year 2022.
- c. Receive the Mayor's appointments of one (1) representative and one (1) alternate to the H-GAC Transportation Policy Council.
- d. Consider the confirmation of one (1) City Manager appointment to the Civil Service Commission.
- e. Conduct the election of the Baytown City Council Mayor Pro Tem.

11. MANAGER'S REPORT

Notice is hereby given in accordance with Section 551.0415 of the Texas Government Code, the City Council of the City of Baytown may receive a report about items of community interest from City staff and/or a member of the City Council, but no action or possible action shall be taken or discussed concerning the subject of such report, except as provided by Section 551.042 of the Texas Government Code.

12. EXECUTIVE SESSION

- a. Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.071 to seek the advice of the City's attorneys regarding legal matters in which the duty of the City's attorneys to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Open Meetings Act.
- b. Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

13. ADJOURN

PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6522, FAX 281-420-6586, OR CONTACT 281-420-6522 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 FOR TYY SERVICES. FOR MORE INFORMATION CONCERNING RELAY TEXAS, PLEASE VISIT: [HTTP://RELAYTEXAS.COM](http://RELAYTEXAS.COM)

Approved for posting:

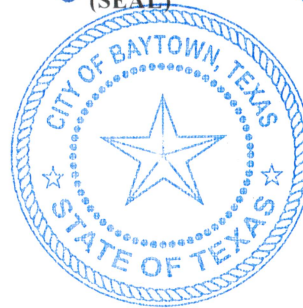

Kevin G. Troller, Acting City Manager

Posted this 3rd day of December, 2021, at 5:00 P.M.

Posted by:


Raquel Martinez, Deputy City Clerk

(SEAL)





BAYTOWN CITY COUNCIL MEETING

1. a.

Meeting Date: 12/09/2021

Subject: October 28, 2021, Work Session & City Council Meeting Minutes

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider approving the minutes of the City Council Work Session and Regular Meeting held on October 28, 2021.

PREFACE

This item allows the City Council to review and approve the minutes of the City Council Work Session and Regular Meeting held on October 28, 2021.

Attachments

October 28, 2021, WS Draft Minutes

October 28, 2021, CC Draft Minutes

D R A F T
MINUTES OF THE REGULAR WORK SESSION OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN

October 28, 2021

The City Council of the City of Baytown, Texas met in a Regular Work Session on Thursday, October 28, 2021, at 5:35 P.M., in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Chris Presley	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
 Brandon Capetillo	 Mayor
 Rick Davis	 City Manager
Karen Horner	City Attorney
Angela Jackson	City Clerk

Mayor Capetillo convened the October 28, 2021, City Council Regular Work Session with a quorum present at 5:35 P.M., all members were present with the exception of Mayor Pro Tem Laura Alvarado, Council Member Charles Johnson, and Council Member Mike Lester, who were absent.

Please note that there was a five-minute delay at the work session due to audio difficulties in regards to power outages.

1. DISCUSSIONS

a. Receive and discuss an Emergency Management update.

City Manager Rick Davis indicated that the City staff was being cautious and monitoring the situation closely, or trying to discern as to whether the City may experience something similar this winter as we did earlier this year in regards to the winter freeze in February. Mr. Davis informed Council that today would be Mr. Jamie Galloway's last appearance as it is his last day with the City of Baytown. He thanked Mr. Galloway for all his hard work, dedication and service in making the City storm-ready and emergency-proof.

Fire Chief Kenneth Dobson noted that they would like to provide Council with their annual Emergency Management update that would be presented by Mr. Galloway.

Emergency Management and Prep Coordinator Jamie Galloway proceeded to provide Council with an overview of what they have been able to accomplish for the past year. He noted that from 2020 to 2021, the program's priorities were focused primarily on operations to support COVID. In regards to Recovery, they noticed that they had some issues with recovering

documentation throughout the year, therefore, they formed a group committee with Finance, Emergency Management, and other staff members and developed the Disaster Finance and Cost Recovery Process. They were able to update the debris contracts and debris plans and coordinated the systems for open disasters. In regards to Mitigation, they have been working in identifying and finding opportunities to provide training, such as the EOC 101 training that is provided to their internal EOC staff, which is done on an annual basis in the spring, and they participated in discussion-based exercises. They have also maintained and updated the City's mass notification warning system and upgraded the siren software. They have also applied for various grants that will help assist with mitigation and planning efforts.

As it relates to shelters, Mr. Galloway indicated that they have updated the plans and SOGs for Warming Center. They plan to host additional Shelter Operations Training and to continue to identify locations north of Interstate 10, although some are still under construction. The Disaster Supply Warehouse has come a long way since the last presentation as they have coordinated with Community Services to clean out old storage sites and retained blue tarps, they acquired and stored Personal Protective Equipment ("PPE") to support first responders, especially since we are still in COVID, and have palletize cots into shelter packages for rapid deployment.

Mr. Galloway noted that they have been busy with the Planning aspect of Emergency Management and each department has developed a Continuity Operations Plan. The EOC has also increased their outreach efforts to staff with training exercises and provided them with the equipment or tools needed at various locations to be better prepared for winter storms and other disasters, as well as, providing the citizens with education materials for disaster preparedness.

b. Discuss proposed amendments to Chapter 14 "Animals," Article V "Dangerous Dogs" of the Code of Ordinances, Baytown, Texas, to establish regulations that distinguish between nuisance dogs and dangerous dogs and refine the processes associated with each.

Health Director Tony Gray presented the item and thanked Council Member Heather Betancourth for being a part of the Animal Control Ad Hoc Committee and applaud the effort of her, as well as, Council Members Laura Alvarado and Charles Johnson, for their work and perseverance of selecting new committee members for the Animal Control Advisory Board. He introduced Ms. Ellen Holloway, the Chairperson of the new board, who was in attendance, as well as all of the other board members who were not present.

Mr. Gray proceeded to provide a brief background to Chapter 14 "Animals," of the Baytown Code of Ordinances and how it was completely and entirely revised in August 2020. However, since that time, they have experienced seven (7) dangerous dog cases that have made it through the court system, and several other incidents that did not rise to that level of a dangerous dog; but staff did not have a clear process to address those incidents. Therefore, staff believes they need to create a similar ordinance process to distinguish between dog incidents that do not rise to the level of a dangerous dog, but would be a considered a nuisance dog, which would also be addressed by the Court. Mr. Gray indicated that the main purpose of the proposed revisions is to proactively minimize the lesser incidents from potentially escalating to a dangerous dog incident, in order to better protect the public. Staff also believe these revisions will improve their operation, our legal processes, our court efficiency, and also provide more due process to the

owner of the dog. He noted that these revisions were taken to the Animal Control Advisory Committee a couple of weeks ago, on October 13th, and they were unanimously approved at that time.

Mr. Gray proceeded to summarize the differences of the existing processes and the proposed amendments to the processes and the Code of Ordinance through a slide presentation and noted that a red-line copy of the ordinance was at their place at the dais. He further noted that the Assistant City Attorney, Jerris Mapes, was also in attendance at the meeting as she was the one that had handled the dangerous dog cases that they have had to date.

c. Discuss any or all of the agenda items on the City Council Regular Meeting Agenda for October 28, 2021, which is attached below.

Council Member Betancourth touched briefly on Item 5.a. of the City Council Regular Meeting Agenda, in regards to a resolution to approve the debt policy for the City of Baytown concerning the financing and capital investments in the City's infrastructure, as it was a project that the Finance Committee had been working on for several months. She noted that the exhibit was attached to the agenda item and proceeded to point out three items that they were able to provide input and discussion, which were: 1) Define capital assets, 2) Added definitions, such as General Obligation Bond and Certificate of Obligation, and 3) Attached an appendix, which will serve as an internal tool or guide for decision-making, in which a second column was added that would serve as council's guidance to staff on what they would feel comfortable with going to the voters with a bond versus what would not, but would require a discussion as a group. Council Member Betancourth further noted that another thing about this, is the policy requires the Finance Committee to review it annually and make any changes and bring it to Council to approve those changes. Therefore, depending on what Council and the City have, this grid could look completely different in 3, 5, or 10 years; however, every year, the Finance Committee and then the Council would view this grid, make those decisions, and that would be the guiding document for us for the year.

2. ADJOURN

With there being no further business to discuss, Mayor Brandon Capetillo adjourned the October 28, 2021, City Council Regular Work Session at 6:18 P.M.

Angela Jackson, City Clerk
City of Baytown

DRAFT
MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN

October 28, 2021

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, October 28, 2021, at 6:30 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Chris Presley	Council Member
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
 Brandon Capetillo	 Mayor
 Rick Davis	 City Manager
Karen Horner	City Attorney
Angela Jackson	City Clerk
Mike Holden	Sergeant at Arms

Mayor Capetillo convened the October 28, 2021, City Council Regular Meeting with a quorum present at 6:30 P.M., all members were present with the exception of Mayor Pro Tem Laura Alvarado and Council Member Mike Lester, who were absent.

The Pledge of Allegiance, Texas Pledge, and Invocation was led by Council Member Jacob Powell.

1. MINUTES

a. Consider approving the minutes of the City Council Budget Work Session held on August 18, 2021.

A motion was made by Council Member Charles Johnson and seconded by Council Member Heather Betancourth to approve the meeting minutes of the City Council Budget Work Session held on August 18, 2021, as submitted. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

b. Consider approving the minutes of the City Council Regular Meeting held on September 23, 2021.

A motion was made by Council Member Charles Johnson and seconded by Council Member Heather Betancourth to approve the meeting minutes of the City Council Regular Meeting held on September 23, 2021, as submitted. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

a. Recognize City of Baytown Employees for their Years of Service.

Human Resources Director Carol Flynt presented the agenda item and recognized the City of Baytown employees for their years of service for the month of October.

5 YEAR

Michael Massey, Parks and Recreation Crew Leader
Jose Flores, Building Services Inspector III
Joshua Wilson, Parks and Recreation Crew Leader
William Palmer, Municipal Court City Marshall
Rafael Garcia, Police Community Service Specialist
Adric Otis, Public Works Utility Maintenance Specialist

10 YEAR

Darvin Spurgers, Building Services Inspector IV
Beatriz Alonzo, Library Custodial Technician

20 YEAR

Kevin Hilyard, Public Works Superintendent

b. Mr. John Manlove with the San Jacinto Museum of History has requested to appear before the City Council to extend an invitation for the Mayor and City Council to attend an event, Texas Memorial Illumination, on Saturday, November 13, 2021.

Mr. John Manlove provided an overview of the Texas Memorial Illumination at San Jacinto and extended an invitation for the Mayor and City Council to attend an event to help honor those Texans who have given their lives in armed conflict from the Texas Revolution through Afghanistan. The Texas Memorial Illumination event will be held on Saturday, November 13, 2021, at the San Jacinto Battleground State Historic Site.

Mayor Capetillo noted that Mr. Terry Sain had signed up to speak regarding this item and asked him to come forward to present his comments.

Mr. Terry Sain noted that they would like to make this an annual event in the area in order to be able to honor the Texans who have given their lives and if interested, he encouraged everyone to volunteer on Saturday as they prepare for the November 13th event.

3. DISCUSSIONS

a. Receive and discuss a presentation regarding the relocation of the Battleship Texas to Baytown.

Mr. Jay Eshbach noted that he has been working for the last two and a half years as chairman of the Bring the Battleship to Baytown (“BBB”) and referred to the notebook that was provided to the Mayor and City Council, which highlights everything that the committee has accomplished over that past two and a half years. Mainly, the information is being provided so that Council can make an informed decision about bringing the Battleship to Baytown, which contained endorsement letters, a PowerPoint presentation regarding the background of the Battleship, the proposed location and size of the Battleship and what that would entail, as well as, the statistics of the projected attendance and benefits of the relocation of the Battleship Texas to Baytown.

Mr. Eshbach indicated that bringing the Battleship Texas to Baytown would attract several tourists from the surrounding areas and he had spoken to approximately 50 organizations in town that have expressed interest in visiting and utilizing the Battleship, which includes the local school districts. Furthermore, he noted that they do plan to do a national fundraising campaign and that the Battleship Texas Foundation has proposed to pay for half the cost of the campaign. They recently placed an endorsement survey campaign online and more than 95% of the citizens voted that they urge the City Council to financially underwrite bringing the voucher to Baytown, which 4.5% voted no. Lastly, Mr. Eshbach noted that he is looking forward to working with the City of Baytown to bring the Battleship to Baytown and referred to the painting by Mr. Ken Pridgen of the Battleship Texas as well as a handcrafted ship of the Battleship Texas.

Mayor Capetillo noted that Mr. David Isaac had signed up to speak regarding this item and asked him to come forward to present his comments.

Mr. David Isaac, a resident of Baytown, stated that he supports the efforts to obtain community support to bring the Battleship Texas to Baytown as he heard Mr. Eshbach made a pitch for this unique experience. He has been a part of the tourism industry for a long time and believes that the Battleship would be a unique experience that veteran organizations, school districts, and community colleges would support around the state and the nation. Also, the fact that Mayor and Council have worked so hard in bringing a convention center to the area, contributes to that

experience. In regards to the finance aspect, Mr. Isaac indicated that the City should perhaps reach out to Lee College as it would be a great educational tool and the college has helped out other historical organizations in the past. Although Council may be put in a difficult position with using taxpayer funds without a prior vote from the community, he would like to see the City make efforts to work with entrepreneurs all over the nation and other public entities, including our community college.

On behalf of Council, Mayor Capetillo expressed appreciation to Mr. Eshbach and his associates for all their effort in providing them with the information this evening.

4. PROPOSED ORDINANCES

a. Consider an ordinance amending Chapter 14 "Animals," Article V "Dangerous Dogs" of the Code of Ordinances, Baytown, Texas, to establish regulations that distinguish between nuisance dogs and dangerous dogs and refine the processes associated with each.

Health Director Tony Gray summarized the subject matter of Item 4.a., which had also been presented to Council at their previous work session. He noted that the proposed ordinance amendment was to establish regulations that distinguish between a nuisance dog and a dangerous dog, as well as refine their processes as far as operations, and improve the legal processes of the court in order to provide a better due process for the dogs. Finally, Mr. Gray noted that staff approved and the Animal Control Advisory Committee voted unanimously to recommend approval of the noted revisions.

A motion was made by Council Member Charles Johnson and seconded by Council Member Chris Presley to approve Ordinance No. 14,916, related to Item 4.a. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

ORDINANCE NO. 14,916

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 14 "ANIMALS," ARTICLE I "IN GENERAL," SECTION 14-I "DEFINITIONS" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; AMENDING CHAPTER 14 "ANIMALS," ARTICLE V "DANGEROUS DOGS" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, BY RENAMING SUCH ARTICLE AS ARTICLE V "DOGS" AND ESTABLISHING REGULATIONS THAT DISTINGUISH BETWEEN

NUISANCE DOGS AND DANGEROUS DOGS AND REFINING THE PROCESSES ASSOCIATED WITH EACH; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

b. Consider an ordinance awarding a construction contract to Forde Construction Company, Inc., for the Annual Mill & Overlay Project.

Director of Public Works and Engineering Frank Simoneaux presented the item and noted that this item awards the construction contract to Forde Construction Company, Inc., for the Annual Mill and Overlay Project. Forde Construction was the low bidder and the reference checks indicated they are a responsible bidder, which staff recommended approval of this item at this time.

A motion was made by Council Member Heather Betancourth and seconded by Council Member Chris Presley to approve Ordinance No. 14,917, related to Item 4.b. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

ORDINANCE NO. 14,917

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF FORDE CONSTRUCTION COMPANY, INC., FOR THE ANNUAL MILL AND OVERLAY PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH FORDE CONSTRUCTION COMPANY, INC., FOR SAID CONTRACT; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF THREE MILLION NINETY-FOUR THOUSAND SIXTY-TWO AND NO/100 DOLLARS (\$3,094,062.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

c. Consider an ordinance authorizing Change Order No. 1, which amends the Construction Manager-at-Risk contract for the Public Safety Facility Project, with Durotech, Inc. to approve the Phase 1A Guaranteed Maximum Price.

Director of Public Works and Engineering Frank Simoneaux presented the item and noted that this item amended the CMR contract for the Public Safety Facility Project and authorizes a guaranteed maximum price for Phase IA, which includes concrete work, utilities, and the purchase of a metal building to be used for maintenance. They will proceed with Phase 1B - the construction of the new administration building, Phase 2 – the demolition of the existing Police department building, and Phase 3 – construction of the plaza, by January 2022, which will include completion of the maintenance building. Mr. Simoneaux briefly went over some of the presentation slides that had been presented to Council at the Capital Improvement Projects presentation at their last meeting. He noted that staff recommended approval of this item.

A motion was made by Council Member Heather Betancourth and seconded by Council Member Jacob Powell to approve Ordinance No. 14,918, related it Item 4.c. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

ORDINANCE NO. 14,918

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 1 WITH DUROTECH, INC., FOR THE BAYTOWN PUBLIC SAFETY FACILITY PROJECT TO APPROVE AND AUTHORIZE THE PHASE 1A GUARANTEED MAXIMUM PRICE IN AN AMOUNT NOT TO EXCEED FOUR MILLION NINE HUNDRED FIVE THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS (\$4,905,614.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

5. PROPOSED RESOLUTION

a. Consider a resolution approving a Debt Policy for the City of Baytown concerning the financing of capital investment in the City's infrastructure.

Finance Director Victor Brownlees presented the item and expressed gratitude to the Finance Committee for the time and the effort they expended in formulating this policy. As mentioned at the work session, this is designed to be their tool and guide in future deliberations on the issuance of debt to fund investment capital infrastructure. Mr. Brownlees drew their attention, particularly, to the appendix, a very useful matrix, which he hopes they will find helpful when making future decisions.

A motion was made by Council Member Heather Betancourth and seconded by Council Member Jacob Powell to approve Resolution No. 2757, related it Item 5.a. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

RESOLUTION NO. 2757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING A DEBT POLICY FOR THE CITY OF BAYTOWN CONCERNING THE FINANCING OF CAPITAL INVESTMENT IN THE CITY'S INFRASTRUCTURE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider a resolution determining the alternative delivery method for the reconstruction of the Citizen's Bank Building for the Utility Services Offices Project and authorizing the issuance of a request for competitive sealed proposals.

Director of Public Works and Engineering Frank Simoneaux presented the item and noted that this item allows for competitive sealed proposals to be accepted for the reconstruction of the Citizen's Bank Building. CSP is an alternate delivery method, which allows price and other factors to be considered in awarding the contract, which staff believes that will provide the best value for the City. The criteria include the cost, the ability to meet the schedule, experience, and qualifications of key personnel. Also, the contractors' experience, specifically with a focus on working with historic masonry, past reputation, and experience with the City, demonstrated ability to achieve a project schedule, and the quality assurance program in safety record. Mr. Simoneaux noted that staff recommended approval and upon approval, staff will start advertising for the proposals.

A motion was made by Council Member Chris Presley and seconded by Council Member Heather Betancourth to approve Resolution No. 2758, related it Item 5.b. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

RESOLUTION NO. 2758

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, SELECTING THE ALTERNATIVE DELIVERY METHOD THAT WILL YIELD THE BEST VALUE TO THE CITY OF BAYTOWN FOR THE CITIZEN'S BANK BUILDING FOR THE UTILITY SERVICES OFFICES PROJECT; AUTHORIZING THE COMPETITIVE SEALED PROPOSAL DELIVERY METHOD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

6. CONSENT

A motion was made by Council Member Charles Johnson and seconded by Council Member Heather Betancourth to approve Consent Agenda Items 6.a. through 6.w., as submitted. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Charles Johnson, Council Member Chris Presley, Council Member Heather Betancourth, and Council Member Jacob Powell

Nays: None

Other: Mayor Pro Tem Laura Alvarado (Absent) and Council Member Mike Lester (Absent)

Approved

a. Consider an ordinance authorizing the annual renewal of Central Square software.

ORDINANCE NO. 14,919

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF THE SUM OF SEVENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 60/100 DOLLARS (\$71,779.60) TO CENTRAL SQUARE, F/K/A SUPERION, F/K/A SUNGARD PUBLIC SECTOR INC., FOR THE RENEWAL OF THE SOFTWARE MAINTENANCE AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance that authorizes the Third Amendment to the Professional Services Agreement with Fivengineering, LLC, for the Barkuloo and Connally Area Water and Wastewater Annexation Project.

ORDINANCE NO. 14,920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FIVENGINEERING, LLC, FOR ENGINEERING SERVICES ASSOCIATED WITH THE BARKULOO AND CONNALLY AREA WATER AND WASTEWATER ANNEXATION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED NINETY AND 67/100 DOLLARS (\$198,690.67); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- c. Consider an ordinance that authorizes funding to be used for easement acquisition necessary for water and sanitary sewer relocation for the Garth Road Widening Project.**

ORDINANCE NO. 14,921

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY-TWO THOUSAND AND NO/100 DOLLARS (\$282,000.00) FOR PROPERTY AND EASEMENT ACQUISITION NECESSARY FOR WATER AND SANITARY SEWER RELOCATION FOR THE GARTH ROAD WIDENING PROJECT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- d. Consider an ordinance authorizing acceptance and release of retainage to Comex Corporation for the Fire Training Facility Phase 3.**

ORDINANCE NO. 14,922

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE FIRE TRAINING FACILITY PHASE 3 PROJECT; AUTHORIZING FINAL PAYMENT OF THE SUM OF THREE HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED TWENTY-FIVE AND 98/100 DOLLARS (\$384,125.98) TO COMEX CORPORATION FOR SAID PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- e. Consider an ordinance authorizing a Consulting Services Agreement with Terracon Consultants, Inc. for construction material testing for the Public Safety Facility Phase 1A Project.**

ORDINANCE NO. 14,923

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE BAYTOWN PUBLIC SAFETY FACILITY PHASE 1A PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$155,520.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- f. Consider an ordinance authorizing the sixth renewal of the Annual Concrete Work Contract with Teamwork Construction Services, Inc.**

ORDINANCE NO. 14,924

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL CONCRETE WORK CONTRACT WITH TEAMWORK CONSTRUCTION SERVICES, INC.; AUTHORIZING PAYMENT OF A SUM NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- g. Consider an ordinance authorizing the purchase of one (1) 2022 Isuzu Broom Badger Street Sweeper from Kinloch Equipment through Sourcewell Cooperative Contract.**

ORDINANCE NO. 14,925

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF TWO HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$228,539.00) TO KINLOCH EQUIPMENT FOR THE PURCHASE OF ONE (1) 2022 ISUZU BROOM BADGER STREET SWEEPER, THROUGH THE SOURCEWELL COOPERATIVE CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- h. Consider an ordinance authorizing the purchase of nine (9) Kenworth Trucks from Cleveland Mack Sales, d/b/a Performance Truck through the Buyboard for Public Works and Engineering Department.**

ORDINANCE NO. 14,926

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE MILLION THREE

HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED THIRTEEN AND 89/100 DOLLARS (\$1,326,213.89) TO CLEVELAND MACK SALES, D/B/A PERFORMANCE TRUCK, FOR THE PURCHASE NINE (9) KENWORTH TRUCKS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- i. Consider an ordinance authorizing the award of the Annual Cross Stitch and Dowel Bar Replacement Contract to Interstate Improvements, Inc.**

ORDINANCE NO. 14,927

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF INTERSTATE IMPROVEMENTS, INC., FOR THE ANNUAL CROSS STITCH AND SLOT BAR REPLACEMENT CONTRACT AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE SUM OF THREE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$397,500.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- j. Consider an ordinance awarding the Annual Liquid Chlorine Contract to Brenntag Southwest, Inc.**

ORDINANCE NO. 14,928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF BRENNTAG SOUTHWEST, INC., FOR THE ANNUAL LIQUID CHLORINE CONTRACT AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE SUM OF TWO HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$244,400.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- k. Consider an ordinance renewing the Annual Medical Supplies Contract with Bound Tree Medical, Inc.**

ORDINANCE NO. 14,929

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL MEDICAL SUPPLIES CONTRACT WITH BOUNDTREE MEDICAL, INC., AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN, IN THE AMOUNT OF SIXTY-FOUR THOUSAND ONE HUNDRED EIGHTY-FOUR AND 93/100 DOLLARS (\$64,184.93); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- l. Consider an ordinance authorizing the award of the Annual Pesticide and Herbicide Chemical Contract for Parks and Recreation locations to Simplot AB Retail, Inc.**

ORDINANCE NO. 14,930

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) TO SIMPLOT AB RETAIL, INC., FOR THE ANNUAL PESTICIDE AND HERBICIDE CHEMICAL CONTRACT FOR THE PARKS AND RECREATION DEPARTMENT, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- m. Consider an ordinance authorizing the purchase of playground equipment for the year 2022 from Total Recreation Products, Inc., representing GameTime Play Equipment through the Texas Local Government Purchasing Cooperative (BuyBoard).**

ORDINANCE NO. 14,931

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-FOUR THOUSAND SIX HUNDRED TWENTY-SEVEN AND 80/100 DOLLARS (\$54,627.80) TO TOTAL RECREATION PRODUCTS, INC., FOR THE PURCHASE OF PLAYGROUND EQUIPMENT THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- n. Consider an ordinance authorizing the City Manager to negotiate contracts with TSE Entertainment for musical and emcee performances for the City of Baytown's July 3rd and 4th Celebration, Juneteenth, Grito Fest, Brown Bag Lunch and other events in FY2022.**

ORDINANCE NO. 14,932

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONTRACTS WITH TSE ENTERTAINMENT FOR MUSICAL AND EMCEE PERFORMANCES FOR THE CITY OF BAYTOWN'S JULY 3RD AND 4TH CELEBRATION, JUNETEENTH, GRITO FEST, BROWN BAG LUNCH AND OTHER EVENTS IN FY2022; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-FOUR THOUSAND AND NO/100 DOLLARS (\$264,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- o. Consider an ordinance authorizing a Professional Services Agreement for the Houston High Intensity Drug Trafficking Area Program with MSM Resources Corporation.**

ORDINANCE NO. 14,933

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A PROFESSIONAL SERVICES AGREEMENT WITH MSM RESOURCES CORPORATION; AUTHORIZING PAYMENT FOR SERVICES UNDER THE CONTRACT FROM GRANT FUNDS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- p. Consider an ordinance authorizing a Professional Services Agreement for the Houston High Intensity Drug Trafficking Area Program with Osprey Research Corp.**

ORDINANCE NO. 14,934

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A PROFESSIONAL SERVICES AGREEMENT WITH OSPREY RESEARCH CORP.; AUTHORIZING PAYMENT FOR SERVICES UNDER THE CONTRACT FROM GRANT FUNDS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- q. Consider an ordinance authorizing a Professional Services Agreement for the Houston High Intensity Drug Trafficking Area Program with BPS Professional Services.**

ORDINANCE NO. 14,935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A PROFESSIONAL SERVICES AGREEMENT WITH BPS PROFESSIONAL SERVICES; AUTHORIZING PAYMENT FOR SERVICES UNDER THE CONTRACT FROM GRANT FUNDS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- r. Consider an ordinance renewing the Annual Large Meter Testing and Repair of Neptune Water Meters Contract with Southern Flowmeter, Inc.**

ORDINANCE NO. 14,936

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE RENEWAL OF THE ANNUAL LARGE METER TESTING AND REPAIR OF NEPTUNE WATER METERS CONTRACT WITH SOUTHERN FLOWMETER, INC.; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE SUM OF NINETY-EIGHT THOUSAND ONE

HUNDRED FIVE AND NO/100 DOLLARS (\$98,105.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- s. Consider an ordinance authorizing a Cooperative Purchasing Agreement with the City of West Columbia.**

ORDINANCE NO. 14,937

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF WEST COLUMBIA; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- t. Consider an ordinance authorizing an Industrial District Agreement with Niagara Bottling, LLC.**

ORDINANCE NO. 14,938

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH NIAGARA BOTTLING, LLC; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- u. Consider an ordinance authorizing an Industrial District Agreement with Exeter 5335 Cedar Port, L.P.**

ORDINANCE NO. 14,939

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT AGREEMENT WITH EXETER 5335 CEDAR PORT, L.P.; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- v. Consider a resolution authorizing the City Manager to submit applications to the Texas Division of Emergency Management (TDEM) for the Hazard Mitigation Grant Program (HMGP) related to FEMA-DR-4586 (Severe Winter Storms) & DR-4572 (Hurricane Laura).**

RESOLUTION NO. 2759

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR

THE HAZARD MITIGATION GRANT PROGRAM (HMGP) RELATED TO FEMA-DR-4586 (SEVERE WINTER STORMS) AND DR-4572 (HURRICANE LAURA) FOR THE CITY'S WATER AND WASTEWATER FACILITIES FOR INCREASED OPERATIONS DURING EMERGENCY EVENTS; AUTHORIZING A CASH MATCH BY THE CITY OF BAYTOWN IN THE CUMULATIVE AMOUNT OF FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00); DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

w. **Consider a resolution approving the issuance of \$11,705,000 Unlimited Tax Bonds, Series 2022 by Harris County Municipal Utility District No. 459 as meeting the requirements of Section 98-703(17) of the Code of Ordinances, Baytown, Texas.**

RESOLUTION NO. 2760

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 459'S ISSUANCE OF ELEVEN MILLION SEVEN HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$11,705,000.00) UNLIMITED TAX BONDS, SERIES 2022, AS MEETING THE REQUIREMENTS OF SECTION 98-703(17) OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. MANAGER'S REPORT

City Manager Rick Davis presented kudos to Officer Austin Lovell for achieving his advanced peace officer's certification and Police Chief John Stringer for getting certified through TCOLE.

8. EXECUTIVE SESSION

a. **Recess into and conduct an executive session pursuant to Section 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.**

b. **Recess into and conduct an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding pending or contemplated litigation involving the City of Baytown.**

At 7:10 P.M., Mayor Capetillo recessed into and convened an executive session pursuant to:

- 1) Section 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto; and

- 2) Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding pending or contemplated litigation involving the City of Baytown.

At 8:10 P.M. Mayor Capetillo reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in the executive sessions.

9. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the October 28, 2021, City Council Regular Meeting at 8:11 P.M.

Angela Jackson, City Clerk
City of Baytown

**BAYTOWN CITY COUNCIL MEETING****2. a.****Meeting Date:** 12/09/2021**Subject:** Present Years of Service Awards - Human Resources**Prepared for:** Carol Flynt, Human Resources**Prepared by:** Tracy Woolston, Human Resources**Department:** Human Resources

Information**ITEM**

Recognize City of Baytown Employees for their Years of Service.

PREFACE

5 YEAR	DEPT	POSITION
ANNA FLORES	POLICE	PATROL OFFICER
ISAIAH LAZENBY	POLICE	DETENTION OFFICER
10 YEAR	DEPT	POSITION
MARIA IBARRA	POLICE	DETENTION OFFICER
LLOYD LIVELY	PUBLIC AFFAIRS	MULTIMEDIA SPECIALIST
CRISCELDA CURRY	MUNICIPAL COURT	SENIOR COURT CLERK
ANA GUILLOT	MUNICIPAL COURT	COURT ADMINISTRATOR
15 YEAR	DEPT	POSITION
MIKEL MARINO	PARKS	HEAVY EQUIPMENT SPECIALIST I
20 YEAR	DEPT	POSITION
MARIA ALCANTAR	POLICE	ADMINISTRATIVE ASSISTANT
30 YEAR	DEPT	POSITION
MARK STREET	POLICE	PATROL OFFICER

Fiscal Impact**Fiscal Year:****Acct Code:****Source of Funds (Operating/Capital/Bonds):****Funds Budgeted Y/N:****Amount Needed:****Fiscal Impact (Additional Information):**There is no fiscal impact associated with this item.



BAYTOWN CITY COUNCIL MEETING

2. b.

Meeting Date: 12/09/2021

Subject: SPAC Essay Contest Winners

Prepared for: Rick Davis, City Management

Prepared by: Brian Moran, Administration

Department: City Management

Information

ITEM

Recognition of the City of Baytown Strategic Planning Advisory Committee (SPAC) 8th grade essay contest winners.

PREFACE

This item allows the City Council, SPAC, and staff to recognize Khyati Singh, Amaya Alanis, and Luis Magallon as the top essays submitted to the SPAC. In addition, the SPAC partnered with Goose Creek Consolidated Independent School District to sponsor an essay contest for the district's 8th grade English classes. The writing prompt for the competition was "I want to live in a city that..." explaining the qualities and characteristics of what they would like to see in their future city.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact.

Attachments

Essay Contest Winners

Amaya Alanis
Highlands Junior School
Julie Jackson
281-914-5702

I want to live in a city that has more activities such as entertainment for people of all ages. I would also like for my city to have more things involving the community. It would be very nice if we could have more ways to help give back to the community and help people in need. I hope that in the future my city has multiple ways to help others, so we can build our community all as one. I would like to contribute to my city and give back as much as I can if I could.

For my city I think having something such as a mall, and inside the mall should have many things for people to do. The mall could be like an outlet mall and it could have fun activities such as arcades, go kart racing, bingo, movies, book stores, and shoe stores. It would be very nice for the city to have a lot of fun things for people to do. It would be very enjoyable if all age groups living in Baytown had something fun to do in the city. I think if many people loved everything in our city then more people would like to come live in our city.

I think our city would be better if the community helped to give back to those in need of help. If everyone gave back and took care of our community everything in our city would be beautiful and I'm sure many new people would love to live in our city. I think building our community to take care of the city by helping people, having food donations, picking up trash, animal shelters, and other ways to help out others who can't afford/ get things to have a better living situation. By having all of these things I believe our city would be an amazing place for everyone to live and enjoy.

Luis Magallon
8th Grade
HJS

"I want to live in a city that..." Essay

What good is a polluted city? Bad air quality, trashy streets, and polluted water, is not something you'd want. Imagine this, you wake up early in the morning ready to start the day. You decide to just take a walk avoiding the fact over how dirty the city you live in is. As you walk outside, you continuously cough due to the bad air quality all over the city. Every step you take during your walk, you try your hardest to avoid the many pieces of trash that will stick to your shoes, but fail. You decide to return back home as your morning walk was just ruined over the bad quality air and streets you must walk on.

A polluted city doesn't sound like the type of city anyone would live in. A clean city sounds much better. I don't see why anyone wouldn't like to live in a nice, neat, and clean city. A clean city gives many benefits including, more tourists, a cleaner environment, a healthier population, and a happier population inside a clean city. But I will be listing the two most important ones, happiness for the residents and healthiness for the ecosystem

Living in a city that is clean will bring many people joy since there will be few complaints from the residents. Imagine waking up to the sound of birds chirping, knowing how perfect the city you live in is. You decide to take a walk since you know nothing can ruin this perfect morning. As you walk along the sidewalk you take a deep breath and admire the scent of flowers and fresh air rushing through your nose.

Not only will a clean city make more and more people want to live there. But this will also have a massive impact on the environment such as nearby forests, oceans, etc. A clean city will provide non polluted air, non polluted water sources, and have little to no trash in populated areas. This will impact the water we drink, food we eat, and air we breathe and make it healthier for us to consume.

A clean city will provide many benefits, make the food and water we consume safe, make a better impact on the economy, population, and environment. That's why I would like to live in a city that is clean.

School: EF Green
Teacher: Mr. Lindsey
Phone Number (Mother): 281-678-2767
Phone Number (Student): 832-695-8424
Word Count of Essay: 433

I want to live in a city that.....

By: Khyati Singh :)

When you're thirteen years old, navigating life seems like it's the most difficult thing in the universe. Always comparing yourself to others and feeling like you just don't belong no matter where you go. I want to be free in a community where I can be myself and connect with others. Where people could spread their passions and interests spark new ideas.

I want to live in a place where I can see the galaxies at night instead of the few stars covered by pollution of the local chemical plants. A place where superficial ideas like money and fame weren't so present. A place where I can live my life, with the little things that make me feel at home, like listening to the sound of rain pattering on my roof when I'm studying for the Spanish test I've procrastinated for all week. Or the aroma of my mother's cookies, our family recipe, filling my house before we have guests arrive over for the holidays. I wish my sense of community was closer, especially when you're my age you have no idea where you're supposed to fit in.

Maybe I'm just an immature kid who doesn't have any sense of life. But I think that the place I want to live in is a place where the community is close to each other. Where we care about our world's environment, beautifying our city, doing important things like holding fundraisers for charity events. The idea of the perfect city is one with no problems, but with that comes no new solutions, no change, and no challenges. I just want to live in a place where I can feel like myself and help others.

One thing is for sure, we can always do better but it's impossible to do it alone. Instead of naming all the unrealistic standards and requirements for a place we want to live in, we should look at the issues of our community and how we can do better. And it doesn't just start with "I wish everybody else could do better," it starts with everybody thinking "I wish I could do better,". It's impossible to make everyone else follow the right morals, but we as our own individuals can. So, instead of placing the blame on everybody else we should put the responsibility on our own backs and hold ourselves accountable. And only then will I see change, see dreams, see a real community, a city I belong in, and see the stars of the universe coming into alignment to make this teenage girl's life just a little bit brighter.



BAYTOWN CITY COUNCIL MEETING

3. a.

Meeting Date: 12/09/2021

Subject: Public Hearing Regarding the Proposed Redistricting Plan for the City of Baytown
Based on 2020 Census Data

Prepared for: Trevor Fanning, Legal

Prepared by: Karen Horner, Legal

Department: Legal

Information

ITEM

Conduct a public hearing regarding the Proposed Redistricting Plan for the City of Baytown Based on 2020 Census Data.

PREFACE

This public hearing gives all persons the right to attend and participate in the hearing regarding the proposed redistricting plan for the City of Baytown based upon the 2020 census data.

This public hearing was published in *The Baytown Sun* on Sunday, November 28, 2021, and posted on the City of Baytown notice board and website on November 24, 2021, in English, Spanish, Vietnamese, and Mandarin.



BAYTOWN CITY COUNCIL MEETING

3. b.

Meeting Date: 12/09/2021

Subject: Adopt Redistricting Plan

Prepared for: Rick Davis, City Management **Prepared by:** Karen Horner, Legal

Department: Legal

Information

ITEM

Consider an ordinance adopting the proposed redistricting plan for the City of Baytown based upon the 2020 census data.

PREFACE

This proposed ordinance adopts a redistricting plan that complies with the constitutional and statutory requirements. On March 25, 2021, the City Council adopted criteria for the development and evaluation of a voting plan for the City, which included the following:

- where possible, use easily identifiable geographic boundaries as district boundaries;
- maintain communities of interest in a single district and avoid splitting neighborhoods when drawing district boundaries;
- use whole county voting precincts when drawing districts;
- base the new plan, to the extent possible, on the existing council district;
- draw districts that are relatively equal in size and that in no event exceed a ten percent top to bottom deviation;
- draw districts that are compact and contiguous;
- recognize incumbent-constituency relations by keeping existing members of the council in their districts; and
- narrowly tailor the plan to avoid retrogression in the position of racial minorities and language minorities as defined in the Voting Rights Act with respect to their effective exercise of the electoral franchise.

Thereafter, on November 15, 2021, the City Council held a work session regarding the proposed redistricting plan and set a public hearing for December 9, 2021, in order to receive input from the public regarding the proposed plan. Notice of the public hearing was published in *The Baytown Sun* in English, Spanish, Mandarin and Vietnamese on November 28, 2021, and posted on the City of Baytown notice board and website on November 24, 2021, in English, Spanish, Vietnamese, and Mandarin.

Attachments

Ordinance - Redistricting Plan

Exhibit A - Redistricting Plan

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,
TEXAS, ADOPTING A VOTING PLAN FOR THE CITY OF BAYTOWN AS
PROVIDED BY ARTICLE NO. II, SECTIONS 12 AND 17 OF THE CHARTER
OF THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE
EFFECTIVE DATE THEREOF.

WHEREAS, Article II, Sections 12 and 17 of the Charter of the City of Baytown, Texas, provide that the City shall be divided into districts according to the latest population figures; and

WHEREAS, the Federal Census of 2020 has been conducted, and new population figures for the City of Baytown (the "City") have been issued; and

WHEREAS, due to the new population figures obtained and the requirement of Article II, Sections 12 and 17 of the Charter of the City of Baytown, Texas, the City found it necessary to redistrict the City in order to be in compliance with federal law; and

WHEREAS, on the 8th day of April, 2021, via Resolution No. 2720, the City Council established criteria for the development, evaluation and adoption of a redistricting plan for the City; and

WHEREAS, on November 15, 2021, the City Council held a work session regarding the proposed redistricting plan and set a public hearing for December 9, 2021, in order to receive input from the public regarding the proposed plan; and

WHEREAS, notice of the public hearing was published in *The Baytown Sun* in English, Spanish, Mandarin and Vietnamese on November 28, 2021, and was posted on the City of Baytown notice board and website in English, Spanish, Vietnamese and Mandarin on November 24, 2021; and

WHEREAS, after the public hearing, the City Council discussed and considered the redistricting plan again on December 9, 2021; and

WHEREAS, the City Council finds that the attached redistricting plan meets the criteria adopted in Resolution No. 2720 and satisfies the requirements of federal law; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City of Baytown is hereby divided into six (6) election districts, as depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

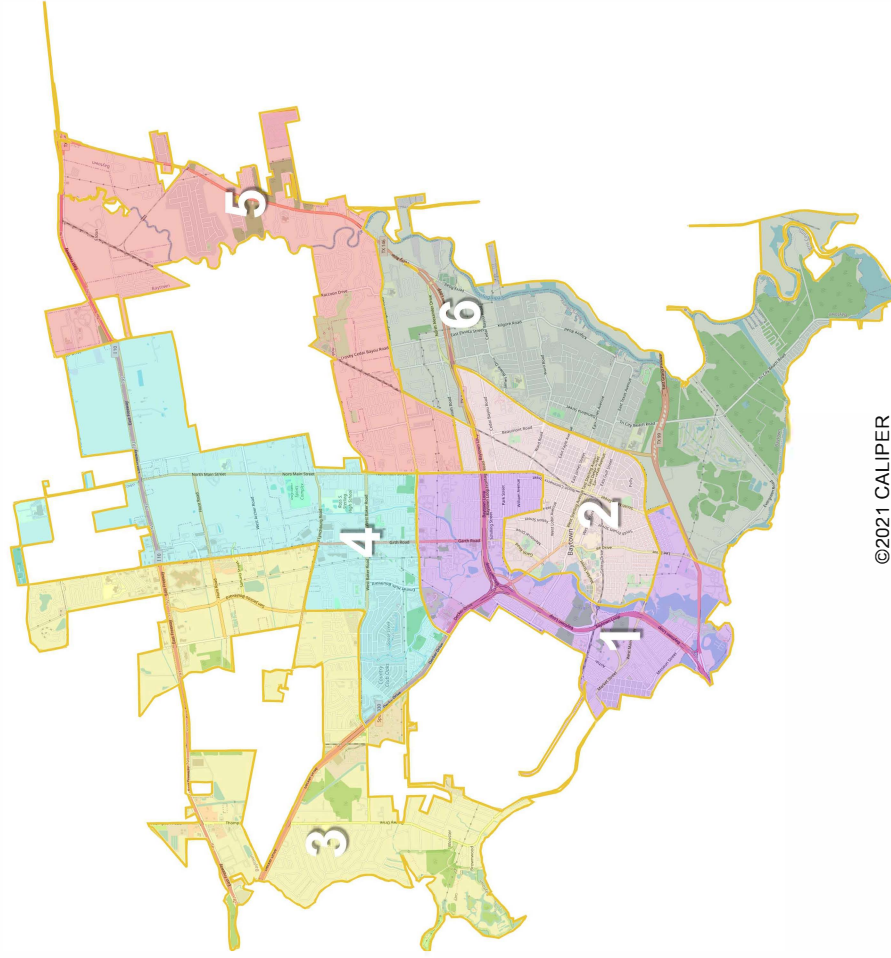
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

New Plan Baytown B3

Exhibit "A"



©2021 CALIPER



BAYTOWN CITY COUNCIL MEETING

4. a.

Meeting Date: 12/09/2021

Subject: Second Public Hearing for a voluntary annexation of approximately 34.45 acres

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Francesca Linder, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Conduct a second public hearing regarding the proposed annexation of approximately 34.45 acres, consisting of 3 parcels located generally near the northwest intersection of John Martin Road and Interstate 10.

PREFACE

This is the second public hearing regarding the proposed annexation of approximately 34.45 acres, consisting of 3 tracts situated in the Talcott Patching Survey, Abstract No. 620, Harris County, Texas, located generally near the northwest intersection of John Martin Road and Interstate 10.

On September 9, 2021, City Council approved a resolution granting the petition and directed staff to create a service plan for the area. A services agreement, detailing a list of services was approved November 15, 2021. The applicant also owns the adjacent tracts east of the subject property. Annexation is being requested to obtain city services and begin drainage improvements to the entire 96.20 acres. The entire property is concurrently undergoing the rezoning process to be designated as a General Commercial (GC) Zoning District.

The supporting documentation is attached for your review.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

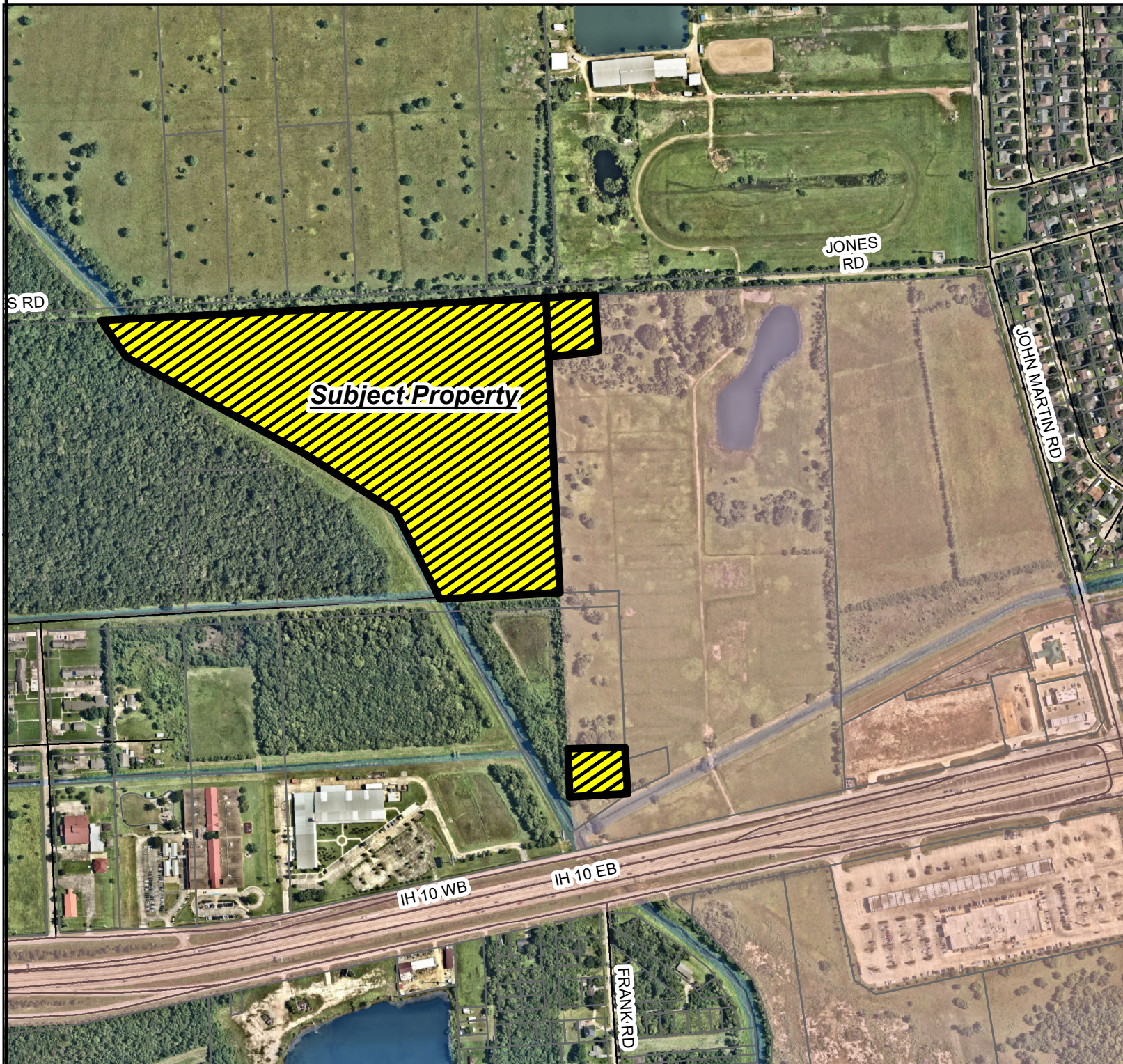
There is no fiscal impact associated with this item.

Attachments

Vicinity Map

Applicant Petition

Staff Report



John Martin and IH 10 Annexation

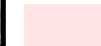
3715 E IH 10

Annexation Area
Approx. 34.45 acres

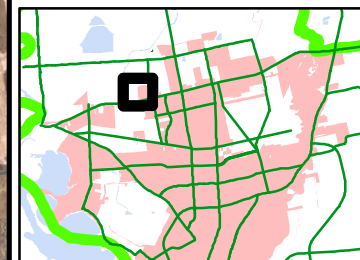
LEGEND



Subject Property



City Limit



The City of Baytown Texas makes no warranty, representation, or guarantee regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

1 inch = 583 feet

Date 2021-09-29



CITY OF BAYTOWN

PETITION REQUESTING ANNEXATION

Incomplete applications will not be accepted. Indicate "N/A" when an item does not pertain to your application.

STATE OF TEXAS

COUNTY OF HARRIS/CHAMBERS

COME NOW, Charles H. Cox, Owner(s) of the real property describes as follows to-wit:

(Describe property and attach metes and bounds)

Tract V, 32.4523 Acres, H.C.C.F. # N952465 O.P.R.O.R.P.

1.00 Acre to Charles H. Cox H.C.C.F.# R061181

1.00 Acre to Charles H. Cox H.C.C.F.# R061181

(State property location, for example, the property is located north of I-10 near N. Main Street.)

Property located north of I-10 and west of John Martin Road.

Adjacent to the east side of Goose Creek, Harris Flood Control Ditch.

(State the purpose of this annexation – What will be built, placed, etc.)

- | | |
|--|--|
| <input type="checkbox"/> Residential/Manufactured (Number of Lots) _____ | <input type="checkbox"/> Multifamily (Number of Units) _____ |
| <input checked="" type="checkbox"/> Commercial Business (Business type) <u>Unknown</u> | <input type="checkbox"/> RV Park (Number of Pads) _____ |
| <input type="checkbox"/> Restaurant (Number of seats) _____ | <input type="checkbox"/> Hotel/Motel (Number of Beds) _____ |
| <input type="checkbox"/> Office Building (Number of Occupants) _____ | <input type="checkbox"/> Retail (Number of Washrooms) _____ |
| <input type="checkbox"/> Other (description) _____ | |

Said tract is one-half mile or less in width; is contiguous to the city limits of Baytown; and is vacant and without residence or on which fewer than three qualified voters reside.

Application Fee: voluntary annexations are \$300.00

(I), (We), Charles H. Cox, the Owner(s) of the above-described property request annexation of the property by the City of Baytown.

SIGNED this the 15 day of September, 2021.

Owner

Owner

Name & Title

Name & Title

Address

Address

Telephone Number

Telephone Number

Email Address

Email Address

Acknowledgement

State of Texas §

County of Harris / Chambers §

BEFORE ME, the undersigned authority, on this day personally appeared Charles H. Cox, know to me to be the person(s) whose name(s) is/are subscribed hereto, and who acknowledged that he/she/they executed the same for the purpose and consideration therein expressed.

To certify which witness my hand and official seal on this the 15th day of September, 2021.

Dana H Gainer

Notary Public * STATE OF T E X A S

(seal)



Corporate Acknowledgement

State of Texas §

County of Harris/Chambers §

This instrument was acknowledged before me on _____, 20____, by _____, as _____ of _____, a corporation and on behalf of said corporation.

To certify which witness my hand and official seal on this the _____ day of _____, 20____,

Notary Public * STATE OF T E X A S

(seal)

AFTER RECORDING, RETURN TO:

City of Baytown

Attn: Planning Department

P. O. Box 424

Baytown, TX 77522-0424



**City of Baytown
Municipal Annexation
Staff Report**

Applicant: Charles H. Cox

Requested Action: Expand the municipal boundaries via voluntary annexation by approximately 34.45 acres

Subject area: Approximately 34.45 acres of privately-owned land consisting of 3 tracts situated in the Talcott Patching Survey, Abstract No. 620, Harris County, Texas, located generally near the northwest intersection of John Martin Road and Interstate 10.

Date: November 3, 2021

Purpose of the Annexation:

The applicant is requesting to be annexed into the City of Baytown jurisdiction to obtain city services and begin drainage improvements. The applicant also owns the adjacent tracts east of the subject property that are currently within the City of Baytown jurisdiction. The entire 96.20 acre area is concurrently undergoing the rezoning process to be designated as a General Commercial (GC) Zoning District.

Existing Conditions:

The subject area is vacant and is classified by Harris County Appraisal District (HCAD) as qualified agricultural land use. The subject property is surrounded by vacant land and a Harris County Flood Control District canal.

Adjacent Land Use

	<i>North</i>	<i>South</i>	<i>East</i>	<i>West</i>
<i>Zoning Designation</i>	None (Harris County)	None; IH-10	Open Space/Recreation (OR)	None (Harris County)
<i>Land Use</i>	Jones Road-Undeveloped;	IH-10	Undeveloped	Harris County Flood Control District Canal

Comprehensive Plan Land Use Designation

The City of Baytown Future Land Use Plan (FLUP) designates the subject area as Commercial Corridor and Higher-Density Residential:

Commercial Corridors (Red)

- May accommodate all types of commercial activity, including “big box”, medical services, restaurants, entertainment, offices, and large multi-family development.
- Corridors of commercial activities with variable depths along or near major arterials and freeways.
- Improved traffic mobility by discouraging continuous commercial strips with numerous driveways along major streets.
- Commercial corridor proposed along the east side of Wade Road, south of IH 10, as a buffer between existing rail yards west of Wade Road and proposed residential use to the east toward Goose Creek.

Higher-Density Residential (Orange)

- Provides for detached and attached residential development including patio homes, duplexes, town homes, apartments and condominiums.
- Development with multiple buildings and internal driveways.
- Neighborhood and community commercial within a convenient walking distance of residences.
- Optional first-floor retail, offices, and services integrated horizontally or vertically as accessory uses within multi-family buildings and developments.
- Development should have adequate connectivity and be located near frontage roads, on arterials and collectors, in the downtown, or as part of a livable center.

Voluntary Annexation Considerations

1. Is the subject property included in an annexation study area or annexation plan?

No. The Annexation strategy prioritized other areas; the 2017-2019 Annexation strategy has been completed.

2. Will the annexation of the subject area protect the best interest, health, safety and welfare of the public in general?

If City Council decides to annex the subject area, it will not have an adverse impact on the general welfare of the public or the service delivery to the area.

3. What is the relation of the proposed change to the city’s Comprehensive Plan?

Annexation of this property will allow access to city services. After annexation, the applicant desires to improve drainage of the subject property and adjacent property under the same ownership. The applicant is also pursuing a zoning map amendment for General Commercial (GC) zoning district.

4. What effect will the annexation have upon the natural environment, social and economic conditions, and property values in the vicinity and in the City as a whole?

The proposed annexation would expand the city's jurisdictional boundary and assure that development is consistent with other development in the city.

Service Plan Summary:

Fire Department: The subject properties of the proposed annexation will be assigned to District Seven (7).

Upon annexation, the area will receive comparable levels of service as any area within Baytown and would not significantly affect existing response times. However, gradual increases in Fire Department response area gradually increase call volume and response times creating need for additional resources. Once necessary, the addition of a new ambulance and additional staff would total \$1,141,305.78.

Police Department: The proposed annexation will not add to the response times. The subject area will be assigned to Police District 2.

Health Department: The proposed annexation and subsequent General Commercial (GC) zoning district will not have a substantial impact on Mosquito Control operations, Environmental Health division, or Neighborhood Protection division.

Parks and Recreation Department: The proposed annexation will not have an impact.

Building Division: The proposed annexation will have no immediate impact.

Public Works and Engineering Department: No construction and/or expansion of any other service facility or any capital improvements is required of the City of Baytown for annexation.

Utility Billing Department: The subject properties of the proposed annexation will be assigned to Zone 1-Route 390. The proposed annexation will not affect existing service delivery.

Staff Recommendation:

Staff recommends approval of the proposed annexation.



BAYTOWN CITY COUNCIL MEETING

5. a.

Meeting Date: 12/09/2021

Subject: Discuss the proposed Bayview Heights Development Project

Prepared for: Bret Gardella, Development Manager **Prepared by:** Karen Horner, Legal

Department: Development Manager

Information

ITEM

Discuss the proposed Bayview Heights Development Project.

PREFACE

Representatives from K.B. Homes will present the proposed Bayview Heights Development Project, which is located west of N. Main Street and north of Hunt Road.



BAYTOWN CITY COUNCIL MEETING

5. b.

Meeting Date: 12/09/2021

Subject: Public Hearing regarding the advisability of the proposed improvements associated with Bayview Heights Public Improvement District

Prepared for: Bret Gardella, Development Manager **Prepared by:** Karen Horner, Legal

Department: Development Manager

Information

ITEM

Conduct a public hearing regarding the advisability of the proposed improvements associated with Bayview Heights Public Improvement District.

PREFACE

The City Council will conduct a public hearing regarding the advisability of the proposed improvements associated with Bayview Heights Public Improvement District, which improvements may be financed through the establishment of the public improvement district.

As you recall, on November 15, 2021, the City Council accepted a petition for the establishment of Bayview Heights Public Improvement District, which includes approximately 63.6399 acres located west of N. Main and north of Hunt Road. (the "District"). After the acceptance of the petition, the City has published notice in The Baytown Sun and has mailed such notice to the property owners subject to the proposed assessment within the District. The notice included the following:

1. the time and place of the hearing;
2. the general nature of the proposed improvements;
3. the estimated cost of the proposed improvements;
4. the boundaries of the proposed District;
5. the proposed method of assessment; and
6. the proposed apportionment of cost between the District and the City.

After this hearing, the City Council shall make findings by resolution as to the following:

1. the advisability of the proposed improvements;
2. the nature of the proposed improvements;
3. the estimated cost of the proposed improvements;
4. the boundaries of the District;
5. the method of assessment; and
6. the apportionment of costs between the City and the District.

An agenda item at the next Council Meeting will allow the City Council to make such findings and authorize the creation of the District.



BAYTOWN CITY COUNCIL MEETING

6. a.

Meeting Date: 12/09/2021

Subject: Amending Chapter 82, Article IV "Garage Sales" of the Code of Ordinances to remove the permitting requirement

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Karen Horner, Legal

Department: Planning and Development Services

Information

ITEM

Consider an ordinance amending Chapter 82 "Secondhand Goods," Article IV "Garage Sales" of the Code of Ordinances, Baytown, Texas, to remove the permitting requirements for garage sales.

PREFACE

This proposed ordinance amends Chapter 82 "Secondhand Goods," Article IV "Garage Sales" of the Code of Ordinances, Baytown, Texas, to remove the permitting requirements for garage sales.

While this ordinance dispenses with the requirement for our citizens to obtain permits for garage sales, the following provisions remain:

Standard	Regulation	
Maximum number of Garage Sales Allowed within a Six-Month period	Either: 1. 3 consecutive days or less, or 2. 2 days within an 8-day period)	
Maximum number of Garage Sale Signs Displayed in a Public Place	7 signs	
Maximum length of time Garage Sale Signs may be Displayed in a Public Place	4 days or less	
When Garage Sale Signs may be Displayed in a Public Place	1 day before the Garage Sale until the last day of the Garage Sale	
Size of Garage Sale Signs	24" x 30"	
Distance between Signs	25' from any other garage sale sign, 200' from a garage sale sign of same advertiser	

Attachments

Ordinance - Garage Sales

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, REPEALING CHAPTER 82 "SECONDHAND GOODS," ARTICLE IV "GARAGE SALES," SECTION 82-202 "PERMITS," SECTION 82-203 "APPLICATIONS" AND SECTION 82-205 "REVOCATION AND REFUSAL OF PERMIT" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; AMENDING CHAPTER 82 "SECONDHAND GOODS," ARTICLE IV "GARAGE SALES" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, BY ADDING A NEW SECTION TO BE NUMBERED AND ENTITLED SECTION 82-202 "GENERAL"; AMENDING CHAPTER 82 "SECONDHAND GOODS," ARTICLE IV "GARAGE SALES," SECTION 82-204 "PERSONS AND SALES EXCEPTED" AND SECTION 82-207 "PENALTY," OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; TO REMOVE THE PERMIT REQUIREMENT FOR GARAGE SALES WITHIN THE CITY LIMITS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That Chapter 82 "Secondhand Goods," Article IV "Garage Sales," Section 82-202 "Permits" of the Code of Ordinances, Baytown, Texas, is hereby repealed in its entirety.

Section 2: That Chapter 82 "Secondhand Goods," Article IV "Garage Sales" of the Code of Ordinances, Baytown, Texas, is hereby amended to add a new section to be numbered and entitled Section 82-202 "General," which section shall read as follows:

CHAPTER 82. SECONDHAND GOODS

DIVISION IV. GARAGE SALES

Sec. 82-202. General.

(a) *Garage sale event.*

- (1) A garage sale shall be allowed at one location only once within a six-month period for a maximum of either:
 - a. Three consecutive calendar days, or
 - b. Two calendar days within an eight-day period.

- (2) A person who is conducting a lawful garage sale shall be allowed to erect a maximum of seven signs advertising the garage sale; provided that each such sign meets the requirements specified in subsection (b) of this section.

(b) *Garage sale signs.*

- (1) No garage sale sign shall remain in a public place for a period longer than four (4) calendar days. Signs may be erected one (1) calendar day before the date of the garage sale and must be removed on the last day of the garage sale. In computing time under this subsection, no days shall be excluded.
- (2) In addition to the requirements specified in this article, garage sale signs, which may be located within the rights-of-way along city streets, must comply with all of the requirements of sections 118-138 and 122-3, except for the length of time for which a sign may be displayed, which shall be governed by this section.

Section 3: That Chapter 82 "Secondhand Goods," Article IV "Garage Sales," Section 82-203 "Applications" of the Code of Ordinances, Baytown, Texas, is hereby repealed in its entirety.

Section 4: That Chapter 82 "Secondhand Goods," Article IV "Garage Sales," Section 82-204 "Persons and sales excepted" of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 82. SECONDHAND GOODS

DIVISION IV. GARAGE SALES

Sec. 82-204. Persons and sales excepted.

- (a) The provisions of this article shall not apply to or affect the following persons or sales:
 - (1) Persons selling personal property or goods pursuant to an order or process of a court of competent jurisdiction;
 - (2) Persons acting in accordance with their powers and duties as public officials;
 - (3) Any person selling or advertising for sale an item or items of personal property which are specifically named or described in the advertisement and which do not exceed five in number; or
 - (4) Persons conducting a garage sale on property, which is:
 - a. Used for commercial purposes and not located in an SFE, SF1, SF2, MF1, MF2, MF3, UN, NSC, LC or ACE zoning district; or

- b. Located in an MU, GC, LI, HI zoning district and is not used for residential purposes.

Section 5: That Chapter 82 "Secondhand Goods," Article IV "Garage Sales," Section 82-205 "Revocation and refusal of permit" of the Code of Ordinances, Baytown, Texas, is hereby repealed in its entirety.

Section 6: That Chapter 82 "Secondhand Goods," Article IV "Garage Sales" Section 82-207 "Penalty" of the Code of Ordinances, Baytown, Texas, is hereby amended to read as follows:

CHAPTER 82. SECONDHAND GOODS

DIVISION IV. GARAGE SALES

Sec. 82-207. Penalty.

- (a) Any person violating this article shall upon conviction be punished as provided in section 1-14.
- (b) If any individual is convicted of an offense under this article, such individual may not conduct a garage sale for a period of one year after such conviction.

Section 7: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency; and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 8: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or the set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 9: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies, such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 10: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



BAYTOWN CITY COUNCIL MEETING

6. b.

Meeting Date: 12/09/2021

Subject: Amending Chapter 18 "Buildings and Building Regulations," Article I "In General," Section 18-1 "Registration"

Prepared for: RJ Davidson, Planning and Development Services

Prepared by: Karen Horner, Legal

Department: Planning and Development Services

Information

ITEM

Consider an ordinance amending Chapter 18 "Buildings and Building Regulations," Article I "In General," Section 18-1 "Registration" of the Code of Ordinances, Baytown, Texas, to remove the registration requirement for contractors (i) pulling a permit for a structure, other than a mechanical, electrical, or plumbing permit, and (ii) performing tree trimming and debris removal services for residential customers.

PREFACE

This proposed ordinance amends Chapter 18 "Buildings and Building Regulations," Article I "In General," Section 18-1 "Registration" of the Code of Ordinances, Baytown, Texas, to remove the registration requirement for contractors:

1. pulling a permit for a structure, other than a mechanical, electrical, or plumbing permit, and
2. performing tree trimming and debris removal services for residential customers.

The proposed amendment also removes the requirement that insurance certificates be filed with the registration application.

The City originally adopted the registration requirements in 2005 in an attempt to protect its citizens from unscrupulous contractors. However, this requirement has become more of a hindrance than a help since it delays work to be performed and passes additional costs to citizens.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact.

Attachments

Ordinance - Registration Requirement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 18 "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I "IN GENERAL," SECTION 18-1 "REGISTRATION" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO REMOVE THE REGISTRATION REQUIREMENT FOR CONTRACTORS (I) PULLING A PERMIT FOR A STRUCTURE, OTHER THAN A MECHANICAL, ELECTRICAL OR BUILDING PERMIT, AND (II) PERFORMING TREE TRIMMING AND DEBRIS REMOVAL SERVICES FOR RESIDENTIAL CUSTOMERS AND TO REMOVE CERTAIN REGISTRATION REQUIREMENTS FOR PERSONS PERFORMING MECHANICAL, ELECTRICAL AND PLUMBING SERVICES ON A COMMERCIAL STRUCTURE; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That Chapter 18 "Buildings and Building Regulations," Article I "In General," Section 18-1 "Registration" of the Code of Ordinances, Baytown, Texas, is hereby to read as follows:

CHAPTER 18. BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL

Sec. 18-1. Registration.

- (a) *Required.* It is unlawful for any person to perform mechanical, electrical and plumbing services on a structure within the city unless the person:
 - (1) has a current registration on file with the chief building official as required in this chapter or
 - (2) is working under a person who has a current registration on file with the chief building official as required in this chapter and is listed on such registration.
- (b) *General provisions for registration.*
 - (1) An application for registration under this article must be made in writing to the chief building official on forms provided by the chief building official for that purpose.
 - (2) No permits or licenses may be issued by the city unless the person has completed his registration application and has obtained his registration from the city.
 - (3) Each registration application shall specify the name, address and phone number of the applicant. If the applicant is a business entity, the applicant shall also provide the name of the owner, officers, and directors of the entity, persons authorized to work under the entity's registration along with other relevant information required by the city.
 - (4) The applicant must submit the permit or license along with the application to the chief building official.
 - (5) The chief building official shall issue the registration only after the applicant has submitted all of the required information to the chief building official.
 - (6) Registrations under this section expire 12 months after the date of issuance. Registrations must be renewed upon the same terms and conditions as provided for original applications.

- (7) Should information contained in a person's registration application change during the period for which the person is registered, the person shall update his registration information within ten (10) days of any such change.
- (8) Registrations issued under this section are not assignable or transferable.
- (c) *Display of registration.* Any contractor required to register pursuant to subsection (a) hereof shall be required to display the registration when soliciting business and to produce such registration when requested by the chief building official or the police chief or their respective designees.

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency; and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or the set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 4: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies, such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

R:\Karen Horner\Documents\Files\City Council\Ordinances\2021\December 9\RegistrationRequirements.docx



BAYTOWN CITY COUNCIL MEETING

6. c.

Meeting Date: 12/09/2021

Subject: Amending Section 18-26(c) to require building permits for residential accessory structures not greater than 200 square feet

Prepared for: RJ Davidson, Planning and Development Services

Prepared by: Karen Horner, Legal

Department: Planning and Development Services

Information

ITEM

Consider an ordinance amending Chapter 18 "Buildings and Building Regulations," Article II "Building Construction Standards," Division 1 "Windstorm Standards," Section 18-26 "Accessory building/structures," Subsection (c) of the Code of Ordinances, Baytown, Texas, to require building permits for residential accessory structures 200 square feet or more.

PREFACE

This proposed ordinance amends Chapter 18 "Buildings and Building Regulations," Article II "Building Construction Standards," Division 1 "Windstorm Standards," Section 18-26 "Accessory building/structures," Subsection (c) of the Code of Ordinances, Baytown, Texas, to require building permits for residential accessory structures 200 square feet or more. Currently, no permit is needed for a residential accessory structure not greater than 100 square feet. This proposed change will eliminate the need for homeowners to obtain permits for standard-sized sheds and similar small structures.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact.

Attachments

Ordinance - Accessory Structures

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 18 "BUILDINGS AND BUILDING REGULATIONS," ARTICLE II "BUILDING CONSTRUCTION STANDARDS," DIVISION 1 "WINDSTORM STANDARDS," SECTION 18-26 "ACCESSORY BUILDING/STRUCTURES," SUBSECTION (C) OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO REQUIRE BUILDING PERMITS FOR RESIDENTIAL ACCESSORY STRUCTURES NOT GREATER THAN 200 SQUARE FEET; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00); AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That Chapter 18 "Buildings and Building Regulations," Article II "Building Construction Standards," Division 1 "Windstorm Standards," Section 18-26 "Accessory building/structures," Subsection (c) of the Code of Ordinances, Baytown, Texas, is hereby to read as follows:

CHAPTER 18. BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. BUILDING CONSTRUCTION STANDARDS

DIVISION 1. WINDSTORM STANDARDS

Sec. 18-26. Accessory building/structures.

- (c) Accessory residential buildings, which are one-story detached accessory structures used as storage sheds, play houses, or similar uses with a floor area not greater than 200 square feet, do not require a building permit.

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency; and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or the set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 4: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies, such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



BAYTOWN CITY COUNCIL MEETING

7. a.

Meeting Date: 12/09/2021

Subject: Discuss the 2021 Swim Season at Pirates Bay and Calypso Cove

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Raquel Martinez, City Clerk's Office

Department: Parks and Recreation

Information

ITEM

Discuss the 2021 Aquatics Season at Pirates Bay Water Park and Calypso Cove.

PREFACE

Staff will present the season review for the 2021 Aquatic Season at Pirates Bay Water Park and Calypso Cove.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.



BAYTOWN CITY COUNCIL MEETING

7. b.

Meeting Date: 12/09/2021

Subject: Discuss the proposed Lennar Development

Prepared for: Bret Gardella, Development Manager **Prepared by:** Karen Horner, Legal

Department: Development Manager

Information

ITEM

Discuss the proposed public improvement district for the Lennar Development to be located on the east side of Garth Road to Hadden Road and north of Wallisville Road.

PREFACE

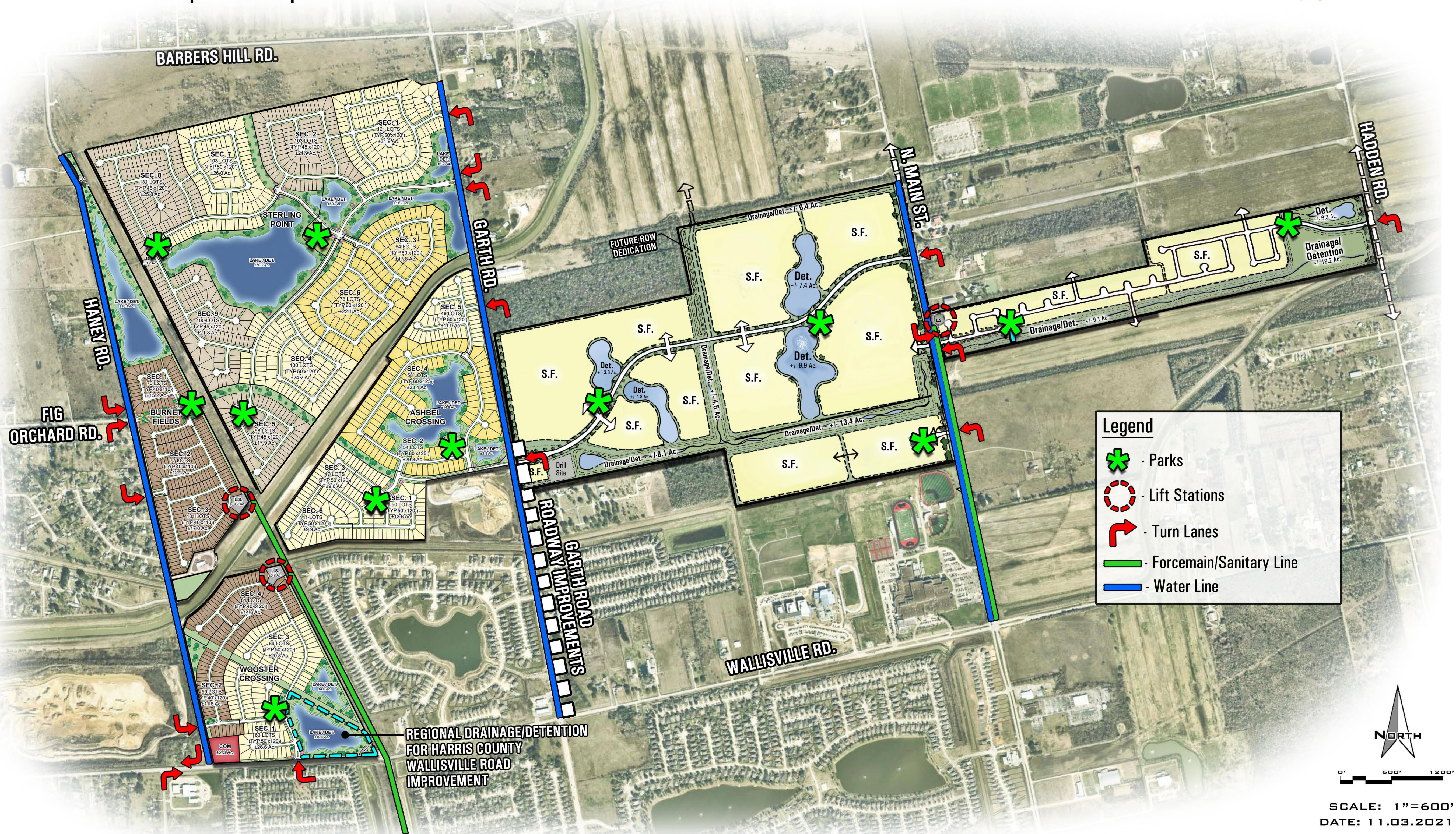
Representatives from Friendswood Development Company will present the proposed public improvement district stretching from east side of Garth Road to Hadden Road and north of Wallisville Road.

Attachments

Baytown Crossing Area Development Map

Baytown Crossings

Area Development Map



THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



BAYTOWN CITY COUNCIL MEETING

7. c.

Meeting Date: 12/09/2021

Subject: Discuss the Baytown Revitalization Incentive Zone

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Christopher Chavis
Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Discuss the incentive policy for the Baytown Revitalization Incentive Zone (RIZ) to exercise certain municipal powers in a neighborhood empowerment zone.

PREFACE

The Baytown Revitalization Incentive Zone (RIZ) provides (1) waivers of certain building permit fees, impact fees and inspection fees, and (2) refund of municipal ad valorem taxes based upon a set schedule. The program guidelines require new commercial development and new residential development on newly subdivided parcels to meet the architectural and masonry standards within the ULDC.

This discussion is to explore the architectural and masonry requirements for homes that are being constructed for owners with low-to-moderated incomes. Currently, a compliant residential structure shall have all exterior walls constructed using masonry materials covering at least 60 percent of said walls, exclusive of doors and windows.

Exhibit "A" attached hereto provides an extended description of the program.

Fiscal Impact

Fiscal Year: 2022

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments



CITY OF BAYTOWN

REVITALIZATION INCENTIVE ZONE (RIZ)

General Information

The goal of the Baytown Revitalization Incentive Zone (RIZ) program is to promote economic development, encourage the rehabilitation of affordable housing and stimulate an increase in property values. There are two programs providing various incentives to eligible participants: Program 1, the Basic Incentives Program will grant a waiver of certain permit fees and impact fees; and Program 2, the Tax Incentive Program will grant a refund of the incremental increase of municipal ad valorem taxes for up to 5 years.

Qualifying structures include all commercial and residential improvements within the Revitalization Incentive Zone. New residential construction must have a minimum investment of \$65,000 and new commercial construction must have an initial investment of \$100,000. In order to qualify for the Basic Incentives on an existing structure, improvements must equal or exceed 20% of the appraised value of the existing improvements based upon the most recently certified value by the chief appraiser of HCAD. In order to qualify for the Tax Incentives, the previously stated minimum investment applies and the eligible improvement must increase the appraised value of the existing improvements by at least \$20,000 for residential and \$75,000 for commercial. For the purpose of this program, improvement does not include: personal property (property that is not permanently fixed to one location), pipelines, deferred maintenance, property with an economic life less than 15 years and deferred maintenance.

ELIGIBILITY REQUIREMENTS

All applicants must provide the appropriate documents to verify the following:

1. Proof of property ownership;
2. Proof of current appraised value of the property for which incentives are sought;
3. Proof of construction costs (bid documents, construction estimates, contract, etc.)
4. Property has not received assistance through the City's Owner-Occupied Housing Rehabilitation Program within five years of the commencement of the improvement for which an RIZ incentive is sought;
5. Owner does not owe a debt to the City (taxes, liens, etc.)
6. Property has not received assistance through the City's Facade Program within five years of the commencement of the improvement for which an RIZ incentive is sought (unless the value of improvement qualifies for the Program 2 incentive with the amount paid by the City under such added to the base value).
7. Proposed improvement is not subject to a Tax Abatement Agreement with the City; and
8. Proposed improvement is not subject to a Chapter 380 Economic Development Agreement with the City.

HOW TO APPLY

Contact the City of Baytown Community Development Office at 281-420-5390 or visit our website at www.baytown.org for general information, program guidelines and an application form. Verification documents must accompany completed application.



CITY OF BAYTOWN

REVITALIZATION INCENTIVE ZONE (RIZ)

Process Guide

Dear Applicant/Owner:

Please use this to guide you through the RIZ process. The Community Development Division may require you to provide additional information not listed. Once you have been certified you can apply for your building permits. If you have any questions, please call Community Development at 281-420-5390.

Attach the following information with your completed RIZ application:

1. Proof of Ownership: A Deed or Warranty Deed for the proposed site for which an RIZ incentive is sought (Deed of Trust or Contract for deed will not satisfy this requirement);
2. Work to be completed: A clearly defined floor plan, site plan and site elevation or written detailed project description;
3. Proposed Cost of Project: An itemized budget showing the proposed cost for the project (itemized construction estimates and/or bid documents).

Staff will review the RIZ application and all supporting documentation. Once eligibility is determined, a letter of receipt will be mailed to you. If your receipt letter requests an additional office consultation, please call to schedule the meeting. You will need to bring any of the above items that were not attached to your application as well as other documents concerning your project, ownership and/or cost.

After applying for the RIZ:

1. If found eligible, you will be notified and a certification will be submitted on your behalf, by the Community Development Division, to the Permit Counter. The certification will provide proof that your project is eligible for permit fee and impact fee waivers. If applying for Program 2, you will be required to sign a Tax Refund Agreement with the City of Baytown (prior to the certification being submitted to the Permit Counter on your behalf).
2. In order to receive your permits, the Chief Building Official and/or Planning Department may require additional information regarding your project.
3. The Permit Counter will notify you when your permits are ready to be picked up.

After Project Completion (in order to receive the Program 2 incentives):

1. Schedule an office consultation with the Community Development Division.
2. Provide a Certificate of Completion for the project for which the Program 2 incentives are sought.
3. Pay the property ad valorem taxes prior to the delinquency date on an annual basis.
4. Submit proof of payment and a request for a refund in the subsequent tax year to the Community Development Division.
5. A refund check will be mailed to the property owner.
6. Late refund requests will not be considered.



CITY OF BAYTOWN

REVITALIZATION INCENTIVE ZONE (RIZ)

Program 1 Fact Sheet

Basic Incentive Program

How can this program help me?

1. Waiver of Permit Fees: The following fees may be waived for eligible improvements in a reinvestment incentive zone:
 - Building permit fees as enumerated in Section 2-595(2)(a) and (b) of the Code;
 - Electrical permit fees as enumerated in Section 2-595(2)(d) and (e) of the Code
 - Plumbing permit fees as enumerated in Section 2-595(2)(f) and (g) of the Code;
 - Mechanical permit fees as enumerated in Section 2-595(2)(h) of the Code;
 - Miscellaneous permit fees as enumerated in Section 2-595(2)(i) of the Code; and
 - Plan review fees as enumerated in Section 2-595(2)(j) of the Code.
2. Waiver of Impact Fees: Impact fees may be waived in accordance with Section 114-99(d) of the Code of Ordinances, which can be found at www.municode.com.

Is my project eligible?

Be sure your property falls within the Reinvestment Incentive Zone, as identified in the map found on the Planning and Development Services web page. Additionally, your proposed improvements must meet all standards in the City Code of Ordinances found on www.municode.com. Next, determine which category your improvement falls under:

1. Improvements on an existing structure: Residential and commercial improvements are eligible, if the construction cost is at least 20% of the appraised value of the existing improvements.
2. New Construction: New construction is eligible, with a minimum investment of \$65,000 for a residential improvement, or a minimum investment of \$100,000 for a commercial improvement. The construction must comply with the masonry, architectural and site design standards listed in sec. 3.10 and sec. 3.11 in the ULDC.
3. Ineligible Improvements: Your improvement project may not be approved if any of the following apply:
 - You owe a debt to the City;
 - Your improvement received assistance through the Owner-Occupied Housing Rehabilitation Program within the last 5 years;
 - Your improvement is subject to a 380 Economic Development Agreement;
 - Your improvement is subject to a previous Tax Abatement Agreement with the City;
 - You have received assistance through the City's Façade Program within the past 5 years; *unless* the value of the façade grant is added to the base value when determining the refund agreement in Program 2.

Still have more questions?

Please contact the Planning and Development Services Department at 281-420-5390.



CITY OF BAYTOWN

REVITALIZATION INCENTIVE ZONE (RIZ)

Program 2 Fact Sheet

Tax Refund Incentive Program

How can this program help me?

1. Refund of municipal ad valorem: A refund may be issued effective with validation date specified in the tax refund agreement. Refunds will be processed based upon the following schedule:

Year 1	100%
Year 2	100%
Year 3	80%
Year 4	60%
Year 5	50%
Year 6	0%

and based only upon the incremental value increase of the improvement as determined by the Harris County Appraisal District (HCAD). Property owned by a tax-exempt organization is not eligible for Program 2 tax refund incentives.

Note: if a modernization project includes facility replacement, the abated value will be equal to the value of the new unit(s) *less* the value of the old unit(s).

How will my refund be processed?

You will submit documentation for a refund during the year following your improvements. To be entitled to your refund, you must pay all ad valorem taxes due to the City prior to the delinquency date, and show proof thereof with your request. If eligible, your refund will be calculated as follows:

$$\begin{array}{c} (\text{HCAD Improvement Value for Current Year} - \text{HCAD Improvement Value for Base Year}) \\ \times \\ \text{Applicable Abatement Percentage} \\ \times \\ \text{City Tax Rate}/\$100 \text{ valuation} \end{array}$$

NOTE: Late refund requests will not be considered.

Is my proposed improvement eligible?

Be sure your property falls within the Reinvestment Incentive Zone, as identified in the maps found on the Planning and Development Services web page. Additionally, your improvements must meet all standards in the City Code of Ordinances found on www.municode.com. Next, determine which category your improvement falls under:



CITY OF BAYTOWN

REVITALIZATION INCENTIVE ZONE (RIZ)

Program 2 Fact Sheet

1. Improvements on an existing structure: Residential and commercial improvements are eligible, if the construction cost of the improvement is at least 20% of the appraised value of the existing property. However, further qualifications include:
 - a) Residential Improvements – The project must increase the appraised value of the property by at least \$20,000 within the first two tax years after completion.
 - b) Commercial Improvements – The project must increase the appraised value of the property by at least \$75,000 within the first two tax years after completion.
2. New Construction: New construction is eligible, with the following qualifications:
 - a) Residential Improvements – You must invest at least \$65,000 *and* the project must increase the appraised value of the property by at least \$65,000 within the first two tax years after completion.
 - b) Commercial Improvements – You must invest at least \$100,000 *and* the project must increase the appraised value of the property by at least \$100,000 within the first two tax years after completion.
 - c) The construction must comply with the masonry, architectural and site design standards listed in sec. 3.10 and sec. 3.11 in the ULDC.
3. Ineligible projects: Your project will not be approved if any of the following apply:
 - You owe a debt to the City
 - You have received assistance through the Owner-Occupied Housing Rehabilitation Program within the last 5 years;
 - Your improvement is subject to a 380 Economic Development Agreement;
 - Your improvement is subject to a Tax Abatement Agreement with the City;
 - You have received assistance through the City's Façade Program within the past 5 years, *unless* the value of the façade grant is added to the base value when determining the refund agreement in Program 2.

Still have more questions?

Please contact the Planning and Development Services Department at 281-420-5390.



BAYTOWN CITY COUNCIL MEETING

8. a.

Meeting Date: 12/09/2021

Subject: Consolidated Annual Performance and Evaluation Report - PY 2020

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Christopher Chavis
Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Receive a summary of accomplishments achieved with Baytown CDBG funds and the executive summary of the annual Consolidated Annual Performance and Evaluation Report (CAPER).

PREFACE

The United States Department of Housing and Urban Development (HUD) requires communities receiving Community Development Block Grant (CDBG) funds to comply with the Consolidated Planning Regulations. As such, the City of Baytown has prepared a draft of the Consolidated Annual Performance and Evaluation Report (CAPER) for the use of CDBG funds from October 1, 2020 to September 30, 2021 (B-20-MC-48-0033).

The grant funds were designated to programs addressing affordable housing, community development, infrastructure improvements, and providing necessary services for low-moderate income Baytown residents. The housing programs funded three housing reconstruction projects, six replacements of decaying sewer lines, six minor housing repairs to homes of elderly and/or disabled homeowners, and down payment assistance to a first-time homebuyer.

Funds were also used to assist 227 residents with emergency shelter to domestic violence victims, transportation to seniors, and job readiness training to the youth.

Fiscal Impact

Fiscal Year: 2021

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact is associated with this item.

Attachments

Draft Executive Summary of CAPER PY2020

EXECUTIVE SUMMARY

The City of Baytown is pleased to present this summary of accomplishments during the PY2020 year. This Consolidated Annual Performance and Evaluation Report (CAPER) covers the period from October 1, 2020 to September 30, 2021. This program year, PY2020, is the first year to report on activities identified in the 2020-2024 City of Baytown Consolidated Plan. The Consolidated Plan and Annual Action Plans represent the City's vision for addressing affordable housing, community development, infrastructure improvements, and providing necessary services for low-moderate income Baytown residents. This report reflects the accomplishments made in meeting strategic goals and objectives as outlined in the Consolidated Plan and summarizes progress made toward the goals identified in the PY2020 Annual Action Plan. To be in compliance with the Consolidated Planning Regulations, this report addresses the applicable CDBG portions of the eCon Plan located within the HUD Integrated Disbursement and Information System (IDIS).

CDBG funding must be expended to meet one or more of the three national objectives:

1. Benefiting low-moderate income persons;
2. Preventing, reducing or eliminating slum and blight; or
3. Meeting an urgent community development need.

CDBG funds received during PY2020 enabled the City of Baytown to improve housing, neighborhoods, and to provide necessary services for low-moderate income residents. The City focused on preserving, improving, and increasing the stock of affordable housing units through the homebuyer assistance, housing reconstruction, and sewerline repair/replacement programs. Additionally, funds were utilized to oversee the elimination of slum and blight and improve neighborhoods through the demolition of abandoned buildings and code enforcement activities within neighborhoods with 51% or more low-moderate income households. City-wide assistance was not only made available for the housing programs, but also for social service programs. The CDBG activities included funding for homeless and social service providers to offer affordable access to services to improve the quality of life for low-moderate income adults and children.

The City received Coronavirus Aid, Relief and Economic Security Act (CARES) funds for CDBG-CV to prevent, prepare for and respond to the coronavirus. CDBG-CV funds were allocated to agencies implementing public services, and expended to provide various activities throughout the City. CDBG-CV Funds were also set aside to assist small businesses.

During the most recent year, the above listed objectives were undertaken by the City of Baytown's Community Development Division using CDBG, CDBG- CV, and general funds. To illustrate the progress made toward specific goals and objectives, the CDBG Summary of Activities Report (PR03) is included in **Exhibit B**.

DESCRIPTION OF RESOURCES MADE AVAILABLE AND THE TOTAL AMOUNT OF FUNDS EXPENDED

The PY2020 budget was prepared based on the anticipated CDBG resources below:

2020-2021 CDBG Entitlement	\$681,971
Reprogrammed Funds (Estimate)	\$100,000
<u>Program Income (Estimated Lien Payments)</u>	<u>\$5,000</u>
<u>Total Federal Funds Budgeted</u>	<u>\$786,971</u>

The PY2020 Action Plan was developed based on committing \$786,971 for available programs. The total available included the annual allotment of \$681,971, estimated unexpended funds from previous years of \$100,000, and estimated program income of \$5,000. Additionally, the City received CDBG-CV Round 1 & Round 3 funds totaling \$930,142. The financial information for PY2020 CDBG and CDBG-CV funds was entered into HUD's Integrated Disbursement and Information System (IDIS). Adjustments were made in IDIS to accurately reflect available funds, expenditures, and program income, which is necessary to reconcile the quarterly reports and draw downs. Financial reports can be found in **Exhibit B**.

The City of Baytown expended a total of **\$722,728** of the available CDBG funds to provide a multitude of services to low- and moderate-income citizens and areas of Baytown. This amount includes unexpended funds from previous program years. Please note, that due to the COVID-19 pandemic, the number of households, seniors, and youths served were much less than prior years. Highlights of performance accomplishments include:

Housing Programs

In PY2020, CDBG funds were used for the replacement of six decaying sewer lines. In addition, three reconstruction projects are underway with one of those projects pending completion. Funds were also used to provide eight potential homebuyers with vouchers to attend a HUD approved homebuyer's education course to get them on the right path to homeownership, and provided down payment/closing cost assistance and homebuyer education to one household. Additionally, Love Network of Baytown's Hands of the Carpenter Program used CDBG funds to provide ADA compliant wheelchair ramps or minor repairs to the homes of six elderly and/or disabled homeowners.

Code Enforcement/Demolition

Staff was responsible for overseeing the demolition, securing, and/or repair of approximately 40 substandard structures throughout the city limits. Additionally, the Demolition/Housing Inspector investigated 18 code enforcement cases within the Pelly Neighborhood Improvement Program area.

Public Services

Funds were used to assist 227 low-moderate income persons with services for an array of demographics. Among other things, the funds helped to provide emergency shelter to domestic violence victims, transportation to seniors, and job readiness training to the youth.

Spot Blight Reduction

In an effort to increase resident involvement, funds were used in the Pelly Neighborhood Improvement Program area. Staff worked to assist residents with bringing properties into compliance with city codes and improving the general physical appearance of the area. Staff also collaborated with United Way Emerging Leaders for a Neighborhood Cleanup Day.

COVID-19

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES), Public Law 116-136 was signed by the President of the United States. This made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds, to respond to the growing effects of the historic COVID-19 public health crisis. The Department of Housing and Urban Development (HUD) informed City of Baytown that CARES Act funding would be allocated to the City based on the existing entitlement formulas for the CDBG program.

CDBG-CV funds were allocated to jurisdictions in three phases. HUD allocated the first and third phases of CDBG-CV funds to the City in the amount of \$401,242 and \$528,900 separately. The second phase was allocated to States and insular areas. The City of Baytown allocated these funds to agencies implementing public service projects to prevent, prepare for, and/or respond to the spread of the coronavirus. Types of services included rental/mortgage assistance, food pantry services, meal delivery and quality childcare. Additionally, CDBG-CV funds were allocated to provide assistance to small businesses within the city limits of Baytown and to support reasonable administrative and planning costs for City of Baytown staff to manage and implement programming. CDBG-CV activities are ongoing and subsequent outcomes will be reported within future CAPER reports.



BAYTOWN CITY COUNCIL MEETING

9. a.

Meeting Date: 12/09/2021

Subject: Authorize Change Order No. 5 to the Animal Services and Adoption Shelter Project

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Juan Macias, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance approving Change Order No. 5 to the Animal Services and Adoption Shelter Project with Construction Masters of Houston LLC.

PREFACE

This proposed ordinance approves Change Order No. 5 to the Animal Services and Adoption Shelter (the "Project") with Construction Masters of Houston LLC, in the amount of \$160,264.58.

The City of Baytown (the "City") approved the contract with Construction Masters of Houston LLC, for the construction of the Animal Services and Adoption Shelter Project on September 24, 2020.

The project is on schedule, but certain critical items of work related to the animal facilities and the Phase 2 loop driveway and parking require additional work and costs to be approved.

Four previous change orders have been approved administratively and are described below.

- Change Order No. 1 was in the amount \$17,103.16 for the relocation of the electrical service pole and appurtenances 160 ft. to the east property line.
- Change Order No. 2 was in the amount of \$7,161.84 for temporary wiring and manual transfer switch gear to facilitate the connection of the existing facility to the new generator.
- Change Order No. 3 was in the amount of \$12,575.85 for additional site work for the new generator.
- Change Order No. 4 was in the deductive amount of (\$2,046.17) for door hardware and conduit and the repair of the water line connection.

The items that are a part of Change Order No. 5 are:

1. The first item is for an increase in the amount of \$34,207.38 for the addition of 26 cat cages to achieve the intended total of 78 cages. The plans and specifications contained an inconsistency that generated an initial reduction in the amount of cages ordered, but this was identified and this action accounts for this correction.
2. The second item is for an increase of \$126,057.20 for the construction of a loop drive, infrastructure such as drainage, electrical and parking area lighting, perimeter fencing and an additional 40 parking spaces. The additional work builds out the original master site plan, providing for mobility around the new building, an additional driveway and parking for volunteers and prospective patrons.

The total of these two items for Change Order No. 5 is \$160,264.58, bringing the total construction contract amount to \$6,728,042.99.

Fiscal Impact

Fiscal Year: 2021
Acct Code: 32002-85001-STCB7900-85001
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: \$160,264.58
Fiscal Impact (Additional Information):

Attachments

Ordinance - Change Order No. 5
Exhibit A - Change Order No. 5
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 5 TO THE ANIMAL SERVICES AND ADOPTION SHELTER PROJECT WITH CONSTRUCTION MASTERS OF HOUSTON LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY THOUSAND TWO HUNDRED SIXTY-FOUR AND 58/100 DOLLARS (\$160,264.58); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council does hereby authorize Change Order No. 5 to the Animal Services and Adoption Shelter Project with Construction Masters of Houston LLC, in an amount not to exceed ONE HUNDRED SIXTY THOUSAND TWO HUNDRED SIXTY-FOUR AND 58/100 DOLLARS (\$160,264.58). A copy of said change order is attached hereto, marked Exhibit "A" and made a part hereof for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



EXHIBIT "A"

CITY OF BAYTOWN
PUBLIC WORKS & ENGINEERING
2123 Market St.
Baytown, Texas 77520

CHANGE ORDER

Animal Services and Adoption Shelter

Date of Issuance:	<u>12/1/2021</u>	Change Order No.:	<u>5</u>
Contractor:	<u>Construction Masters of Houston</u>	CoB Project No.:	<u>FA1903</u>
Designer:	<u>Quorum</u>	P.O. No.:	<u>2009472</u>

Explanation:

This change order encompasses the following:

The first item is to add 26 cat cages for a total capacity of 78 cat cages. The second change is to complete the concrete loop driveway on the east side of the building, along with 40 parking spaces, parking lot electrical/lighting, drainage, and associated work with the loop. This will help with the flow of traffic and provide enough parking spaces for visitors, employees, and volunteers.

<u>Description of Work</u>	<u>Cost</u>	<u>Time</u>
1 The first item is to add 26 cat cages for a total capacity of 78 cat cages.	\$ <u>34,207.38</u>	<u>0</u> Days
The second item is to add the concrete loop driveway on the east side of the building, along with 40 parking spaces, parking lot electrical/lighting, drainage, and associated work		
2 with the loop.	\$ <u>126,057.20</u>	<u>0</u> Days

Please attach back-up documentation

Cost & Time Change Summary

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ <u>6,532,983.73</u>	<u>494</u> Days
Previous Change Order(s):	\$ <u>34,794.68</u>	<u>0</u> Days
Contract prior to this change order:	\$ <u>6,567,778.41</u>	<u>0</u> Days
Net increase (decrease) from this change order	\$ <u>160,264.58</u>	<u>0</u> Days
Revised Contract:	\$ <u>6,728,042.99</u>	<u>494</u> Days

Finance Approval: _____ Date: _____

RECOMMENDED:

RECOMMENDED:

By: Kim Dawdy Date: 12/1/2021
Design Engineer

By: Frank [Signature] Date: 12/01/2021
Director of Public Works & Engineering

ACCEPTED*:

APPROVED:

By: Justin Davis Date: 12/1/2021
Contractor

By: _____ Date: _____
City Manager

*Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes included all costs associated with this Change Order.

No work is to be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in the change order until the Contractor's pay estimate is updated.

Revise the project plans and specifications as referenced and insofar as the original project drawings and specifications are inconsistent, this Change Order governs. Upon execution by all parties, the following changes identified for the contract value and/or contract time shown, are made part of the contract.

Construction Manager

Juan Maciel 12-1-2021
Project Manager



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

Change Proposal Request

Project: City of Baytown Animal Services and Adoption Shelter

Date: 10/13/21

Change Proposal No: 7r1

To: Kim Dowdy

Attn: Andrea Brinkley

Construction Masters proposes to make the following changes to the original scope of work to provide labor, materials, and supervision for changes to cat cages.

Add 1 level to cat cages to increase from double stack to triple stack (26 ea x \$1,087)	\$	28,262.00
Labor to install additional cages (26 ea x \$147.50)	\$	3,835.00
Subtotal	\$	32,097.00
OH&P	\$	1,604.85
Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K)	\$	505.53
Total Change Proposal Request	\$	34,207.38

Additional Time Requested: None

Justification:

- Specification 13 19 13 indicates cat cages shall be 2 cages high per each set. This is how the quote was prepared. Upon review of shop drawings, it was discovered that the specification did not align with what was desired.
- Specification 00300. Part A of this Proposal Form requested a unit price breakout of certain items including cat cages. Reference line item 31 "Stainless Steel Cat Suite – Single Bank per spec". The specification calls for each bank to be 2 cages high.
- On 9/20/21, The City of Baytown referenced Specification 00700 as grounds to potentially reject this proposal request. The justification is that the quantity shown on the "Cages Legend" found in the architectural drawings should supersede specifications due to the conflict hierarchy shown on pages 1 and 2 of this section. Plans and specifications are listed as 8 and 9 respectively.
- Our rebuttal to this argument is that the Bid Proposal out-ranks plans and specifications. As noted in bullet 2 above, the proposal form requested pricing for 2 cage banks which is what we have provided.
- Additionally, the "Cages Legend" found in the architectural drawings, and previously referenced by the City of Baytown, only lists the number of cages. It does not reference a

specification or type of cage. "Floor Plan Note" #3 is used to call out the cat cages in the drawings. Unlike the "Cages Legend", this note clearly references the specification.

- Using the unit pricing shown in line item 31 of the section 00300, we can justify an additional cost of \$47,060 ($\$3,620 / 2 = \$1,810$ per cage. $\$1,810 \times 26$ cages = \$47,060). This CPR is far less than \$47,060 which is due to a coordinated effort by Construction Masters and Quorum Architects to arrive at the most competitive pricing by negotiating extensively between several vendors.

Justin Davis,
Construction Masters of Houston, Inc



P.O. Box 1587 – Pearland, Texas 77588 – 281/997-2640 – Fax: 281 / 485-4702

Change Proposal Request

Project: City of Baytown Animal Services and Adoption Shelter

Date: 11/23/21

Change Proposal No: 8R1

To: Kim Dowdy

Attn: Andrea Brinkley

Construction Masters proposes to make the following changes to the original scope of work to provide labor, materials, and supervision for sitework modifications as noted on drawing set labeled "Master Plan Loop 6-22-21" and "Grade Revisions 11/2/21"

Base amount included in contract	\$	(302,783.73)
Additional Crushed Aggregate Parking (completed during phase 1)	\$	24,750.00
Import & spread fill dirt to achieve required elevations (4580 CY)	\$	64,300.00
Stabilize subgrade remaining subgrade (added parking)	\$	7,200.00
Concrete at original loop layout	\$	120,500.00
Additional concrete paving (added parking 40)	\$	44,900.00
Storm Drainage	\$	69,873.00
Fencing	\$	37,956.00
Mow Strip Credit	\$	(9,000.00)
Paving joint caulking	\$	2,500.00
Electrical	\$	42,985.00
Light Pole Bases (7)	\$	7,100.00
Crushed Aggregate Haul Off	\$	4,500.00
Addition Tree removal and haul Off	\$	3,500.00
Subtotal	\$	118,280.27
OH&P	\$	5,914.01
Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K)	\$	1,862.91
Total Change Proposal Request	\$	126,057.20

Additional Time Requested: Work to be completed after substantial completion. Substantial completion will be when the existing building demo is complete.

Reason: Customer Request.

Alternative Deduct 8,660 SF of paving + deduct 590 SF of sidewalk. Approximately 40 parking spaces. (See attached). **-\$55,525.58**

Attachments: LG, RWS, Blackwater Fence, Spring Creek, T&T - Highlighted Alternative Deducted Areas.

Clarifications: Pricing is based on adjusted mow strips, only hydro mulching in disturbed areas, excludes sprinkler system. Pricing good for 20 days due to the volatile markets.

Dennis Busby,
Construction Masters of Houston, Inc



November 23, 2021

Re: Fencing and Gates – Baytown Animal Services and Adoption Shelter

Construction Masters

Attn: Dennis Busby

Backwater Fence proposes to furnish materials, labor and supervision for the following items. If you have any further questions or concerns, please feel free to contact us.

Perimeter Chain Link Fence

Item #1 – Furnish and install approximately 209 linear feet of 6 foot tall, galvanized chain link fence.

Entrance Ornamental Fence

Item #2 –Furnish and install approximately 160 linear feet of 6 foot tall ornamental iron fence.

Item # 3 – Furnish and install (1) 28' wide automatic V-Track sliding gate to match adjacent ornamental fence.

Item # 4 – Furnish and install (1) 4' single swing gate with standard hinges and lockable latches.

Gate Operator

Item #5 – Furnish and install (1) slide gate operator with all safety appurtenances for the gate listed as motorized.

All other access control by others (keypads, control stations, etc.) Electrical and concrete work by others.

TOTAL ADD \$39,852.00

Material Tax Excluded

Quote valid until 12/23/21

Unless specifically included above, the following items are excluded – engineering, concrete/asphalt breaks, core drilling, knox boxes/knox locks, panic hardware, mow strips, signage, painting, surveying, staking, clearing, grading, bonds, grounding of fence, demo and haul off, grounding of access controls, high and low voltage conduit runs, permits, and taxes. Taxes will be added unless a tax certificate is issued to Backwater Fence. All locations of underground lines inside of the perimeter of the property to be provided by others.

Sincerely,

Chris Morton
cmorton@backwaterfence.com
Backwater Fence, LLC
Houston, Texas

**11603 N Houston Rosslyn, Bldg. 2 • Houston, Texas 77086 •
Office: 832.680.6107 • Fax: 832.680.6108 • www.backwaterfence.com**



L G

ELECTRICAL SERVICES

13209 Ann Louise Rd. Houston, TX 77086
Phone (281)272 9130 Fax (832)230 0170
TECL #22275 HUB #1205233681000

CHANGE ORDER PROPOSAL

Date: 11/19/2021

Proposal#LG5308-CO5R2

BAYTOWN ANIMAL HOSPITAL BAYTOWN, TX REVISED

We hereby propose to furnish and install the following:

1. Provide and install added site lighting poles according to drawings.
2. Extend circuits for added site lighting poles according to drawings.
3. Provide and install new circuits for card reader according to drawings.
4. Extend PVC conduits for Keypad/card readers at gate in new master loop.
5. **Any and all sawcut & pour concrete are excluded [by others].**

Exclude the following

- 1) Anything not mentioned above, shown on the scope of work or not reflected on drawings.

All labor and material are guaranteed to be as specified in accordance with any drawings or specifications submitted or as agreed per this proposal for the sum of: \$42,985.00

Any alteration or deviation from above specification involving extras, cost will be executed only upon written orders and will become an extra charge over the above estimate.

This quote is good 15 days because of the constant rise of commodities.

*Thank you for giving us the opportunity to bid on this project for you, if you have any question please give us a call.
God Bless You*

eruiz@lgelectricalservices.com

Eric Ruiz: _____

Acceptance of proposal by: _____

Date: _____



PO Box 905 Pinehurst, TX 77362 Office: 281-777-0147

Change Order Request Form

Between Contractor and Subcontractor

Project: Baytown Animal Shelter
705 N Robert C Lanier Dr
Baytown, TX 77521

Subcontractor: RSW Construction LLC

Change Order #:

4 Date: 11/21/21

Request for contract change as follows: Change order for the completion of extra work to be performed on the above referenced job site, under the supervision of the job site Superintendent, with the approval of project manager of Construction Masters of Houston:

Additional paving loop

\$64,300 (Import fill - \$7,500; Grading and lime stabilization - \$56,800)

Remove and Haul Trees(\$3,500 and Gravel \$4,500)

Alternate: highlighted paving areas \$6,400

(if completed in the same mobilization as the additional paving loop)

Not Valid until signed by contractor and subcontractor

The original contract sum _____ \$78,700

Construction Masters of Houston
3908 3rd St
Pearland, TX 77581

RSW Construction LLC
PO Box 905
Pinehurst, TX 77362

Name

Signature/Title

Date

Amanda Rickett

Name

Signature/Title

Date

7/2/21

City of Baytown Animal Services - Phase 2 (705 N Robert C Lanier Dr, Baytown, TX 77521)

November 19, 2021

Spring Creek Contracting, LLC.
Contact: Adam Sydnor
P.O. Box 690029
Houston, TX 77269
(832) 731-1395
asydnor@springcreekLLC.com

We are pleased to submit this proposal for the above referenced project. This proposal includes labor, equipment, material, one mobilization in & out, completed in one phase, required insurance and permits related to our scope of work. All utilities are based on installing up to or within 5' of any building or structure.

Mobilization

Description		Unit	Quantity
1	Mobilization	LS	1
Subtotal		\$	1,900.00

Storm Sewer

Description		Unit	Quantity
2	24" HDPE	LF	315
3	18" HDPE	LF	104
4	Type A Inlet	EA	3
5	Trench Safety	LF	419
Subtotal		\$	67,973.00

Total Base Bid **\$ 69,873.00**

Exclusions and Clarifications:

1. The removal & replacement of paving, landscape, irrigation, sod, seeding or any other item in conflict with the above referenced work is not included.

The exclusions are as follows, but not limited to: Any excavation in rock/limestone or any other material that resembles rock, sloped paving, inspection costs, surveying, demolition, any assessment fees, clearing, field offices, paving, remove and replace existing paving, remove and replace concrete, restoration, removal of any contaminated soil, any soil remediation, erosion control, impact fees, tap fees, wet sand construction, wet sand bedding, rip rap, safety end treatments, dewatering, bonds, traffic control, clearing, earthwork, SWPPP, tv inspection, testing, bore, gas line and electrical work. **All utility spoils are to remain on-site where it is produced.**

This proposal is limited to acceptance within 15 days from the date of quotation, after which time prices are subject to revision.

We appreciate this opportunity to contract work with you firm and thank you for considering Spring Creek Contracting, LLC.

Thank you,
Spring Creek Contracting



204 Preston Ave.
Pasadena, TX 77503
713-477-6660

Estimate

Date	Estimate #
11/8/2021	1055

Name / Address
Construction Masters of Houston, Inc 3908 3rd St. Pearland, TX 77581 USA

Rep
ML

Scope of Work	Total
RE: Baytown Animal Shelter - Paving Loop / Concrete Scopes Only***	
REVISED 11/8/21 -- DRAWINGS DATED 6/22/21	
EXCLUDES DEMO SCOPES / SAWCUT / REMOVAL ***EXCLUDES SITEWORK / EARTHWORK / DIRTWORK / LIME -- ASSUME SUBGRADE 1/10"*** ***EXCLUDES STORM DRAINAGE*** ***EXCLUDES HAUL OFF OF DIRT SPOILS***	
ADDITIONAL -- SITE PAVING & SIDEWALKS - Approx 1,430 SF of 4" thick building sidewalk -- #3's at 18" o.c.e.w. (additional) - Approx 26,085 SF of 6" thick site paving -- #4's at 24" o.c.e.w. (additional) - Approx 1,530 LF of 6" reinforced concrete curb (additional) - Includes ADA handicap ramps with truncated dome mats per plans - Includes installing owner supplied pipe bollards - Includes all expansion & sawcut control joints - 3000 psi concrete finished with a light broom surface (sidewalk) - 3500 psi concrete finished with a medium broom surface (paving) - Deform & clean area upon completion - All spoils to be spread or stockpile on site	164,700.00
Alternate Deduct: Deduct 8,660 SF of paving + deduct 590 SF of sidewalk.....-\$44,200.00	
MOW STRIP -- DEDUCT CREDIT / ONLY INSTALL 350 LF PER REVISED LAYOUT - Per T&T Construction Estimate # 963 dated 9/22/21 - Contract Amount: \$15,900.00 / Revised Amount: \$6,900.00 / Credit: -\$9,000.00	-9,000.00

Sales Tax (0.0%)

Please contact us at 713.477.6660 if you have any questions.

Total



204 Preston Ave.
Pasadena, TX 77503
713-477-6660

Estimate

Date	Estimate #
11/8/2021	1055

Name / Address
Construction Masters of Houston, Inc 3908 3rd St. Pearland, TX 77581 USA

Rep
ML

Scope of Work	Total
ADDITIONAL -- LIGHT BASES -- (6) ADDITIONAL / \$1,100.00 EACH - (6) 24" diameter -- 7' deep below grade & 30" above grade (additional) - Pier reinforcement: (8) #7 vertical, #3 ties at 12" o.c. - Install owner supplied anchor bolts - Deform & clean area upon completion - All excavated spoils to be spread or stockpile on site ***Contract amount = 5*** ***New amount = 11** ***Additional: 11 - 5 = 6***	7,100.00
NOTES:	
1. Contractor's responsibility, liability, & duty to clean up and otherwise respond to any release into the environment of pollutants, hazardous substances, and/or hazardous wastes shall be limited to chemicals, fuels, lubricants, motor oils, pipe dope, paint, solvents, ballast, bilge & garbage, debris, other fluids, or any other substances, that are brought onto the site by Contractor & are wholly under Contractor's control, or origination from Contractor's Equipment. 2. This price excludes sales tax on all material. This is a tax exempt project. 3. This price is good for 30 days. 4. Payment Terms: Progressive Draws - NET 30. 5. This quote is based on plan set by Quorum & Hutchison dated 06/22/2021. 6. Do not drive/park vehicles on fresh concrete for a min of 7 days following completion of a new concrete pour. 7. Do not permit foot traffic on all concrete for a min of 24 hours following pour completion. 8. T&T will provide a warranty, within industry standards for our work for a period of (1) year for workmanship from the date of substantial completion. T&T will not warranty cracking, scaling, settling, heaving or other types of damage caused by normal wear & tear.	

Sales Tax (0.0%)

Please contact us at 713.477.6660 if you have any questions.

Total



Estimate

204 Preston Ave.
Pasadena, TX 77503
713-477-6660

Date	Estimate #
11/8/2021	1055

Name / Address
Construction Masters of Houston, Inc 3908 3rd St. Pearland, TX 77581 USA

Rep
ML

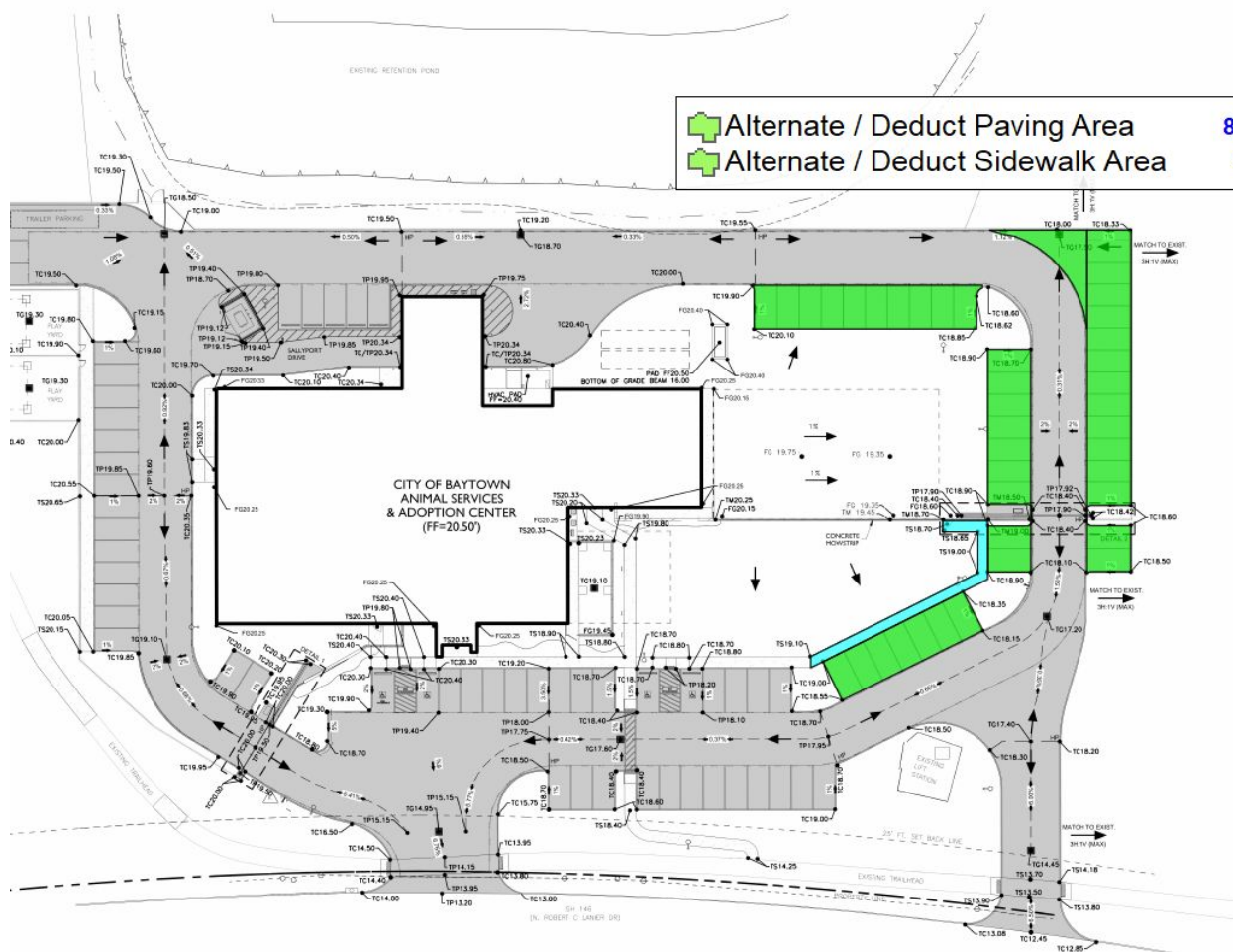
Scope of Work	Total
<p>EXCLUSIONS:</p> <ul style="list-style-type: none">* Plans, Construction Permits, Elevation/Boundary Survey, Engineering* Overtime or weekend labor* Unforeseen underground obstructions* Underground unmarked private utility lines* Excavation and or backfill for other trades* Tree removal* Traffic control, police officer or permitting* Stabilized construction entrance, SWPPP documentation, compliancy or devices* Material or lab testing* Mezzanine* Jobsite Portacan* Demo, sawcut, break & removal* Earthwork, sitework & dirt work* Haul off of dirt spoils* Storm drainage* Downspout drainage* Furnishing and/or installing trench drains* Auxiliary pads, house keeping pads, AC pads or MEP pads* Embedded items other than reinforcements (pipe bollards, anchor bolts, plates, railings, etc.)* Concrete hardeners, sealers, stains, paints or colorings* Joint sealing* Signage, striping or concrete wheel stops* Landscaping fill work, irrigation or electrical sleeves, hydro-mulching or sod work* Any or all items not specifically listed in the above quote and scope	

Sales Tax (0.0%) \$0.00

Total \$162,800.00

Please contact us at 713.477.6660 if you have any questions.

DETAIL 2
SCALE 1" = 5'



TC 14.60	PROPOSED TOP OF CURB
TM 20.20	PROPOSED TOP OF MOWSTRIP
TP 14.80	PROPOSED TOP OF PAVING
PG 14.80	PROPOSED FINISHED GRADE
FF 20.50	PROPOSED FINISHED FLOOR ELEVATION
—E—	PROP. SURFACE CONTOUR
→	PROP. SURFACE FLOW DIRECTION
---	EXIST. SURFACE FLOW DIRECTION
HP	HIGH POINT

THE BASE FLOOD ELEVATION
(BFE) OF THE SITE IS
APPROXIMATELY 15.20'.

WATER TREATMENT FOR FABRICATION PURPOSES



CITY OF BAYTOWN
ANIMAL SERVICES &
ADOPTION CENTER
705 N ROBERT C LANIER DR,
BAYTOWN, TX 77521
CONSTRUCTION DOCUMENTS
(100%) PERMIT/BID SET

REVISIONS:		
NO.	DESCRIPTION	DATE
9	MASTER PLAN LOOP	5-28-20

PROJECT NO.:	18029.01
FILE:	C:\02 Projects\18029.01\18029.01.dwg Station: 18029.01
DATE:	6-02-21
DRAWN BY:	BHA
SCALE:	AS NOTED
SHEET TITLE:	
GRADING PLAN	



C7

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Authorize Change Order No. 5 to the Animal Services and Adoption St

Company Name: Carollo Engineers, Inc

Department: Public Works

Date: 11/23/21

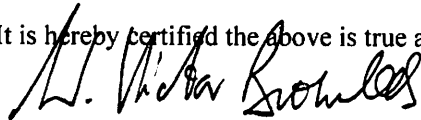
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/23/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. b.

Meeting Date: 12/09/2021

Subject: Consider awarding a construction contract to Cox Commercial Construction, LLC, for the Roseland Park Pavilion project.

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Adrian Rasekhi, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance awarding a construction contract to Cox Commercial Construction, LLC, for the Roseland Park Pavilion Project.

PREFACE

This proposed ordinance awards a construction contract to Cox Commercial Construction, LLC, (the "Contractor") for the Roseland Park Pavilion Project (the "Project") in the amount of \$1,844,874.00.

This Project was bid pursuant to Section 2269.151 of the Texas Government Code using the Competitive Sealed Proposal delivery method, based on predefined criteria as a best value to the City.

The Project was Advertised in *The Baytown Sun* on September 16, 2021, and September 23, 2021. A non-mandatory pre-bid meeting was held on September 30, 2021, at 1:00 PM. A total of three (3) proposals were received, publicly opened, and read out loud on October 14, 2021, at 2:30 PM, via the City's electronic bidding software and Zoom. Three (3) proposals were received, ranging from \$1,845,180.56 to \$2,483,122.50. The proposals were evaluated utilizing the following criteria listed in the bid documents:

Cost Proposal	60
Demonstrated ability to meet schedules on similar projects	5
Experience and qualifications of Contractor's Key project personnel	10
Contractor's experience with subcontractors and with similar projects within the past 5 years	10
Past reputation and relationship with the City	5
Ability to commit to delivery of the Project on schedule	5
Quality Assurance Program and safety Record	5
Total:	100

The highest scoring contractor firms were selected for interviews, which were conducted on November 12, 2021. Based on the written qualifications and information from the interviews, Cox Commercial Construction, LLC received the highest total evaluation score of 88.5.

The base bid (without alternates) for the best value proposer was \$1,845,180.56. Five (5) deductive alternates were considered, however; Alternate No. 1, 2, 4, and 5 for deductions were not selected due to the low value of the offered reduction vs. scope of work removed for that item. The alternates were included in the bid process obtain pricing, however the value of the reductions was not determined to be in the best interest of the city. Alternate #3, sealed concrete floors, was selected for the value and ease of cleaning. The alternates are outline below:

- Alternate #1: Deduction of using stamped concrete at exposed grade beams, in lieu of stone veneer. (not selected)
- Alternate #2: Deduction, install painted metal railing/pickets, in lieu of stainless-steel railing/horizontal cables. (not selected)
- Alternate #3: Deduction, install sealed concrete floors, in lieu of LVT flooring. (selected)
- Alternate #4: Deduction, install architectural metal panels, in lieu of Nichiha wall panels. (not selected)
- Alternate #5: Deduction, install full height masonry stone veneer for all exterior walls, in lieu of Nichiha / metal panels. (not selected)

Staff met and evaluated the contractor proposals, information provided interviews, alternates and costs, and recommends that the Roseland Park Pavilion contract be awarded to Cox Commercial Construction, LLC, for a total of amount of \$1,844,874.00 that includes Base Bid and Deductive Alternate #3.

The contract construction duration is 365 calendar days, or twelve (12) months, from Notice to Proceed.

Fiscal Impact

<u>Fiscal Year:</u>	2021
<u>Acct Code:</u>	35105-85001-PK2001-85001
<u>Source of Funds (Operating/Capital/Bonds):</u>	CIP
<u>Funds Budgeted Y/N:</u>	Y
<u>Amount Needed:</u>	\$1,844,874.00
<u>Fiscal Impact (Additional Information):</u>	

Attachments

Ordinance - Roseland Park Pavilion Project
Architect Recommendation Letter
Project Site Map
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF COX COMMERCIAL CONSTRUCTION, LLC, FOR THE ROSELAND PARK PAVILION PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH COX COMMERCIAL CONSTRUCTION, LLC, FOR SAID CONTRACT; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF ONE MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$1,844,874.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Baytown did advertise for bids for the Roseland Park Pavilion Project to be received on October 14, 2021; and

WHEREAS, notice to bidders as to the time and place, when and where the bids would be publicly opened and read aloud was published pursuant to provisions of Texas Local Government Code Annotated § 252.041; and

WHEREAS, all bids were publicly opened and read out loud on October 14, 2021 at 2:30 p.m., as per published notice to bidders; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby accepts the bid of Cox Commercial Construction, LLC, for the Roseland Park Pavilion Project according to the plans and specifications set forth by the City's Engineer, and authorizes payment of an amount not to exceed ONE MILLION EIGHT HUNDRED FORTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$1,844,874.00) based upon the unit prices specified in the base bid and Bid Alternate No. 3, and the City Manager and the City Clerk of the City are hereby authorized and directed to execute and attest to a contract with Cox Commercial Construction, LLC, for the above-described project, said contract containing the plans, specifications, and requirements of the City's Engineer and appropriate bond requirements in accordance with the provisions of Texas Government Code, Chapter 2253.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated § 252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, subject to the provision that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

November 15, 2021

Mr. Frank Simoneaux, P.E.
Director of Public Works
City of Baytown
2123 Market Street
Baytown, Texas 77520

Re: Baytown Roseland Park Pavilion (CSP 21-0519) 100 Roseland Drive, #01

Dear Mr. Simoneaux:

On October 14, 2021, three (3) proposals were received for the above reference project. This project involves construction of the new Roseland Park Pavilion. The following is a summary of the bid evaluations.

The project was bid pursuant to Statute 2269.151 of the Local Government Code utilizing competitive sealed proposal process allowing city staff to review proposals based on predefined criteria and determine the best value for the City. The project included five (5) alternates and unit pricing as part of the proposal process. Unit pricing are used to authenticate the proposal accuracy of select equipment/finish items, as well as to be used during construction. The alternates included are outline below:

- Alternate #1: The deduction of using stamped concrete at exposed grade beams, in lieu of stone veneer.
- Alternate #2: The deduction, install painted metal railing/pickets, in lieu of stainless-steel railing/horizontal cables.
- Alternate #3: The deduction, install sealed concrete floors, in lieu of LVT flooring.
- Alternate #4: The deduction, install architectural metal panels, in lieu of Nichiha wall panels.
- Alternate #5: The deduction, install full height masonry stone veneer for all exterior walls, in lieu of Nichiha / metal panels.

Three (3) construction firms participated in the competitive sealed proposal process. The proposals were checked for completeness and for mathematical errors and bid irregularities. The proposals ranged from \$1,845,180 to \$2,483,122.50. The competitive sealed proposal process documented in the bid documents presented the following criteria for determination of best value for the City.

Best Value Criteria		
1)	Cost Proposal	60%
2)	Demonstrated ability to meet schedules on similar projects	5%
3)	Experience and qualifications of Contractor's key project personnel	10%
4)	Contractor's experience with subcontractors and with similar projects within past 5 years	10%
5)	Past reputation and relationship with the City	5%
6)	Ability to commit to delivery of the project on schedule	5%
7)	Quality Assurance Program and Safety Record	5%
	Total	100%

City staff met on October 22, 2021 to review proposals and determine scoring of each proposal based on the selection criteria defined above. City staff evaluated the proposals based on the selection criteria and selected two (2) construction firms that scored the highest as indicated below to interview on November 12, 2021.

General Contractor	Best Value Evaluation Total Score
Cox Commercial Construction, LLC	88.5
Comex Corporation	63
Frost Construction Company	50

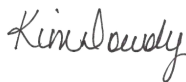
Based on the empirical data and subsequent interviews, staff, along with Quorum Architects, Inc recommend that the City of Baytown award the project to Cox Commercial Construction, LLC to perform the construction of the new Roseland Park Pavilion based on the Best Value Criteria.

Cox Commercial Construction, LLC provided a list of qualifications and references as required in the request for proposals. The references provided by Cox Commercial Construction, LLC were contacted and information on their performance and qualifications to similar work was obtained and reviewed by staff. Cox Commercial Construction, LLC has performed work on similar building types for another municipality with positive feedback from the city, staff and architect.

Staff and Quorum Architects recommends that the City of Baytown award the Baytown Roseland Park Pavilion to Cox Commercial Construction, LLC for a total of amount of \$1,844,874.00 that includes Base Bid and Deductive Alternate #3.

We appreciate the continued opportunity to work with the City. If you have any questions or need additional information, please do not hesitate to contact us at 817-546-6325.

Sincerely,

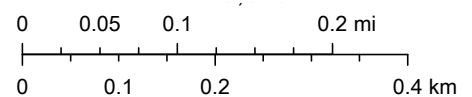
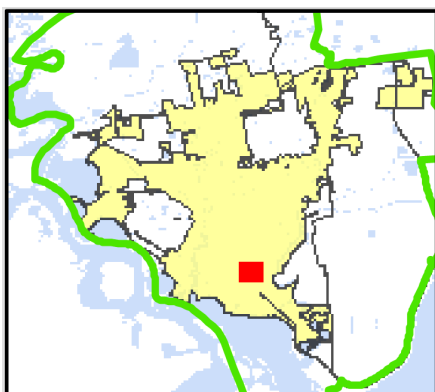
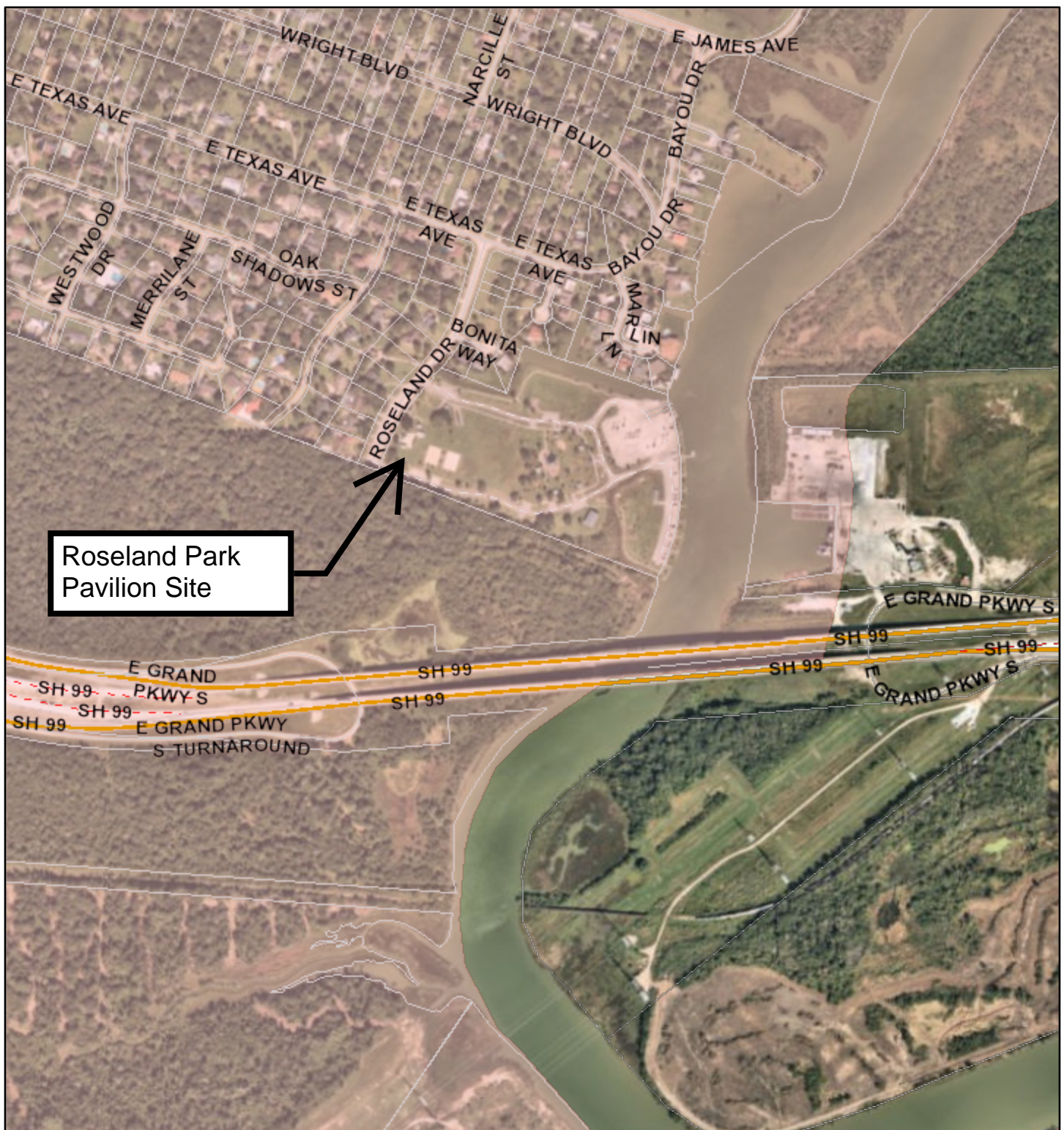


Kim Dowdy
Quorum Architects, Inc.



City of Baytown Roseland Park Pavilion Opened on October 14, 2021 at 2:30 PM Central Time CSP-21-0519				Cox Commercial Construction, LLC	Comex Corporation	Frost Construction Company, Inc.
Line Item	Item Description	UofM	Quantity			
1	Mobilization and Demobilization. Refer to Proposal B #1.	LS	1	\$55,000.00	\$25,000.00	\$70,000.00
2	Demolition. Refer to Proposal B #2.	LS	1	\$16,700.00	\$3,000.00	\$25,000.00
3	Building. Refer to Proposal B #3.	LS	1	\$1,589,099.00	\$1,712,833.00	\$2,067,000.00
4	Site Work: Refer to proposal B #4.	LS	1	\$195,500.00	\$125,000.00	\$175,000.00
		Total Base Bid		\$1,856,299.00	\$1,865,833.00	\$2,337,000.00
	Alternates					
5	Alternate No. 1 (DEDUCT): Use stamped concrete at exposed grade beams, in lieu of stone veneer.	LS	1	(\$280.00)	(\$10,000.00)	(\$10,000.00)
6	Alternate No. 2 (DEDUCT): Install painted metal railing/pickets, in lieu of stainless steel railing/horizontal cables	LS	1	(\$1,500.00)	(\$1,000.00)	(\$1,000.00)
7	Alternate No 3 (DEDUCT): Install sealed concrete floors, in lieu of LVT flooring.	LS	1	(\$11,425.00)	(\$10,000.00)	(\$10,000.00)
8	Alternate No 4 (DEDUCT): Install architectural metal panels, in lieu of Nichiha wall panels	LS	1	(\$16,500.00)	(\$5,000.00)	(\$5,000.00)
9	Alternate No. 5 (DEDUCT): Install full height stone veneer for all exterior walls, in lieu of Nichiha/metal panels.	LS	1	(\$2,200.00)	(\$10,000.00)	(\$10,000.00)
		Total Alternates		(\$31,905.00)	(\$36,000.00)	(\$36,000.00)
	Unit Pricing (Pricing Only)					
10	Luxury Vinyl Tile (LVT-1)	SF	1	\$7.45	\$5.00	\$7.50
11	Solid Surface (SPF-1)	SF	1	\$1.00	\$3.00	\$45.00
12	Solid Surface (SPF-2)	SF	1	\$75.00	\$3.00	\$45.00
13	Solid Surface (SPF-3)	LS	1	\$65.00	\$3.00	\$8,500.00
14	Light Fixture Package (Interior & Exterior)	LS	1	\$20,625.00	\$20,000.00	\$60,000.00
15	Wainscot Bead Board	SF	1	\$13.11	\$1.00	\$25.00
TOTAL BASE BID (Including Selected Alternate #3)				\$1,844,874.00	\$1,855,833.00	\$2,327,000.00

Roseland Park Pavilion Site Map



CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Roseland Park Pavilion

Company Name: Cox Commercial Construction, LLC

Department: Engineering

Date: 11/29/2021

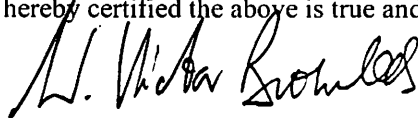
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



11/29/2021

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. c.

Meeting Date: 12/09/2021

Subject: Consider an ordinance authorizing payment to CenterPoint Electric for installation of streetlights on the Fairway & Savell Streets Impro

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Marvaughon Bolin, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing payment to CenterPoint Energy Houston Electric, LLC, for installation of streetlights for the Fairway & Savell Streets Improvement Project.

PREFACE

This proposed ordinance authorizes the payment of \$52,892.00 to CenterPoint Energy Houston Electric, LLC ("CenterPoint") for the reinstallation streetlights along Fairway & Savell Drives in conjunction with the Neighborhood Street Reconstruction Project.

The scope of the work includes the installation of fifteen (15) poles, two poles on Fairway Drive and thirteen poles on Savell Drive. The cost includes new power connections for remaining streetlights in the area along Fairway Drive. All streetlights will be upgraded to black powder coated units with LED luminaires. Re-wiring power connections of streetlights on Fairway Drive is required. It is estimated to take six to eight weeks for reinstallation after roadway construction is completed. CenterPoint will complete this work and communicate outages with customers as needed.

The proposed ordinance authorizes the payment of \$52,892.00 for CenterPoint to install upgraded streetlights within the Fairway and Savell Drives rights-of-way.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 32302-85001-RW2003-85001

Source of Funds (Operating/Capital/Bonds): CIP

Funds Budgeted Y/N: Y

Amount Needed: \$25,690.40

Fiscal Impact (Additional Information):

Fiscal Year: 2022
Acct Code: 32302-85001-RW2004-85001
Source of Funds (Operating/Capital/Bonds): CIP
Funds Budgeted Y/N: Y
Amount Needed: \$27,201.60
Fiscal Impact (Additional Information):

Attachments

Ordinance - Installation of Streetlights
Exhibit A - Letter Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, FOR THE INSTALLATION OF STREETLIGHTS FOR THE FAIRWAY AND SAVELL STREETS IMPROVEMENT PROJECT IN THE AMOUNT OF FIFTY-TWO THOUSAND EIGHT HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$52,892.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute a letter agreement with CenterPoint Energy Houston Electric, LLC, for the installation of streetlights for the Fairway and Savell Streets Improvement Project. A copy of the agreement is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to CenterPoint Energy Houston Electric, LLC, in the amount of FIFTY-TWO THOUSAND EIGHT HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$52,892.00) pursuant to the Agreement authorized in Section 1 hereof.

Section 3: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less; however, the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"



Marvaughon Bolin
City of Baytown
Marvaughon.Bolin@baytown.org
832-784-4980

November 11, 2021

Subject: Re-install Street Lights Agreement Letter
Fairway Dr/ Savell Dr
Baytown Service Area

Dear Street Lighting Requester,

CenterPoint Energy Houston Electric, LLC (Company) agrees to furnish, install, own and maintain street lighting service in the above noted area subject to the Lighting Services Rate schedule and the corresponding Service Rules and Regulations Relating to the Provision of Delivery Service to Retail Customers.

It is the Company's policy to install street lighting according to the Illuminating Engineering Society of North America (I.E.S.N.A.) recommendations. You have, however, requested that these streetlights not be installed according to these recommendations and have, in fact, indicated where you want the street lights located. By signing below, you acknowledge that you have requested a street lighting system that is of your own design and is not the design offered by the Company. It should also be understood that your street lighting design might not meet the recommendations of the I.E.S.N.A.

This installation consists of:

15, 45 watt, LED, 4,800 lumen, black cobra style luminaires mounted to black galvanized steel pole serviced by underground conductors.

The current monthly Lighting Services Rate schedule fee per 45W LED streetlight is \$11.01.

The initial rate levels shown in the Rate Schedule for LED luminaires are subject to change, perhaps significantly, in the next Cost of Service rate filing. The additional cost of electrical power and energy must be provided by your Competitive Retailer of choice. Payment of all monthly fees associated with this installation will be paid directly to your chosen Competitive Retailer.

The construction cost for this request is \$ **52,892.00** which is not subject to refund. Please remit this payment attached to this signed and completed agreement letter as noted in the following information.

This estimate is valid for 180 days from the date listed above.

LED streetlights are an emerging technology with no established industry standard. By choosing an LED street lighting option, the customer acknowledges this fact and accepts that there will be variances between LED street light luminaires. Such variances may reflect, at a minimum:

luminaire physical appearance, differing levels of lumens, watts, and monthly kWh. The customer shall not hold Company liable for any variations in LED street light luminaire performance from the target average specifications stated in the Rate Schedule nor for how LED street light luminaires evolve over time in comparison to earlier variants.

The streetlights will be installed at the general locations depicted on the attached electrical and gas facility layout. The installation of street lighting will commence after the following documents are received:

- A signed copy of this street light agreement letter
- Completed Master Contact Data Form (see attached)
- All needed street light easements granted and documented
- If required, your Competitive Retailer of choice has returned the Competitive Retailer Selection Form, as noted below.

Installation of the streetlights is contingent on all the street lights being installed at one time, after the street paving and curbs have been completed, and all lots have been brought up to finished grade level. All easements and rights-of way must be clear of trees, stumps, construction debris and equipment, and other obstructions which would interfere with the Company's cable trenching operation. If these conditions are not met, our company must ask that the additional construction costs associated with the obstructions be paid. There will also be a charge for all street, sidewalk, and driveway bores unless others install electrical PVC conduit to our company's specifications. Conduit specifications can be provided upon request.

While our company does attempt to maintain standard locations for the installation of street lighting, it is not always possible to install street lighting at these locations. Any adjustments needed should be discussed and resolved prior to the street light installation. Any relocation requested can be done if it does not create operating problems and is not objectionable to other parties. All costs associated with relocations after the installation of the street lighting will be borne by the party making the request.

Please reference the attached *Master Contact Data Form* and fill in all required fields. This information is needed to create new or verify existing unique account numbers called *Electric Service Identifiers (ESI's)*. You will be personally notified if you must choose a Competitive Retailer and personally forward the *ESI* number to that Competitive Retailer chosen. If so required, you will be responsible for following the instructions on the *Competitive Retailer Selection Form* that will be forwarded to you with the *ESI* number on it. You will also be responsible for ensuring that your chosen Competitive Retailer follows their instructions noted on this same form. This request cannot be scheduled for construction until your Competitive Retailer of choice has contacted our company per the instructions on the *Competitive Retailer Selection Form*.

If this is in accordance with your understanding and acceptance, please indicate so in the spaces provided below and return the completed documentation and payment to the address below.

If you have any questions, please contact me at (713) 945-3780.

Sincerely,
Brian Giang
Service Consultant

4700 S. Shaver St # I
Houston, Texas 77034
Lighting Design Services Department

Please print all entries below except for signature.

Approved and accepted this _____ day of _____, 2021.

Signature _____

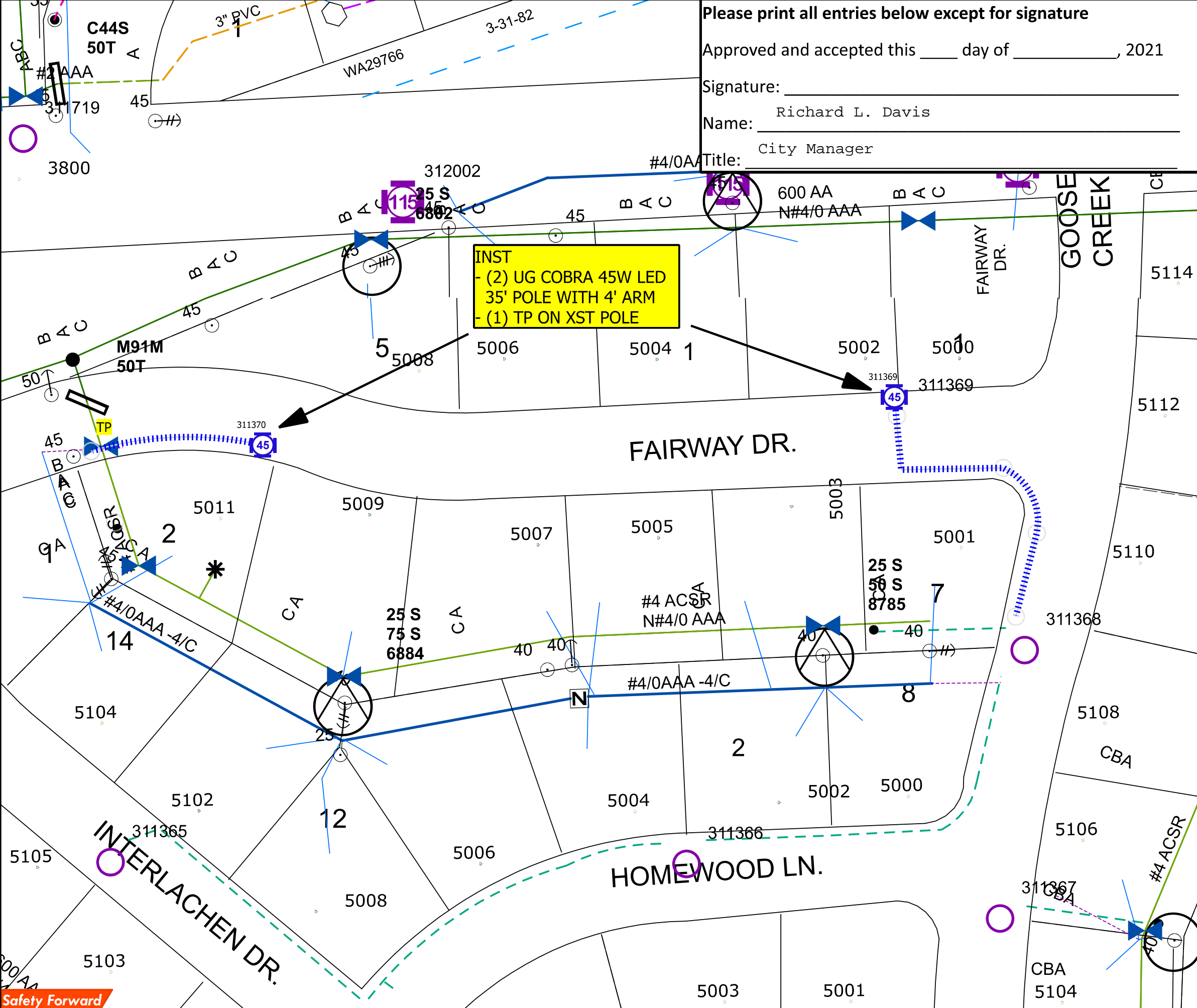
Printed Title City Manager

Printed Name Richard L. Davis

Mailing Address 2401 Market Street, Baytown, TX 77520

Phone 281-420-8281

W/O
99809244
99874726



Please print all entries below except for signature

Approved and accepted this ____ day of _____, 2021

Signature: _____

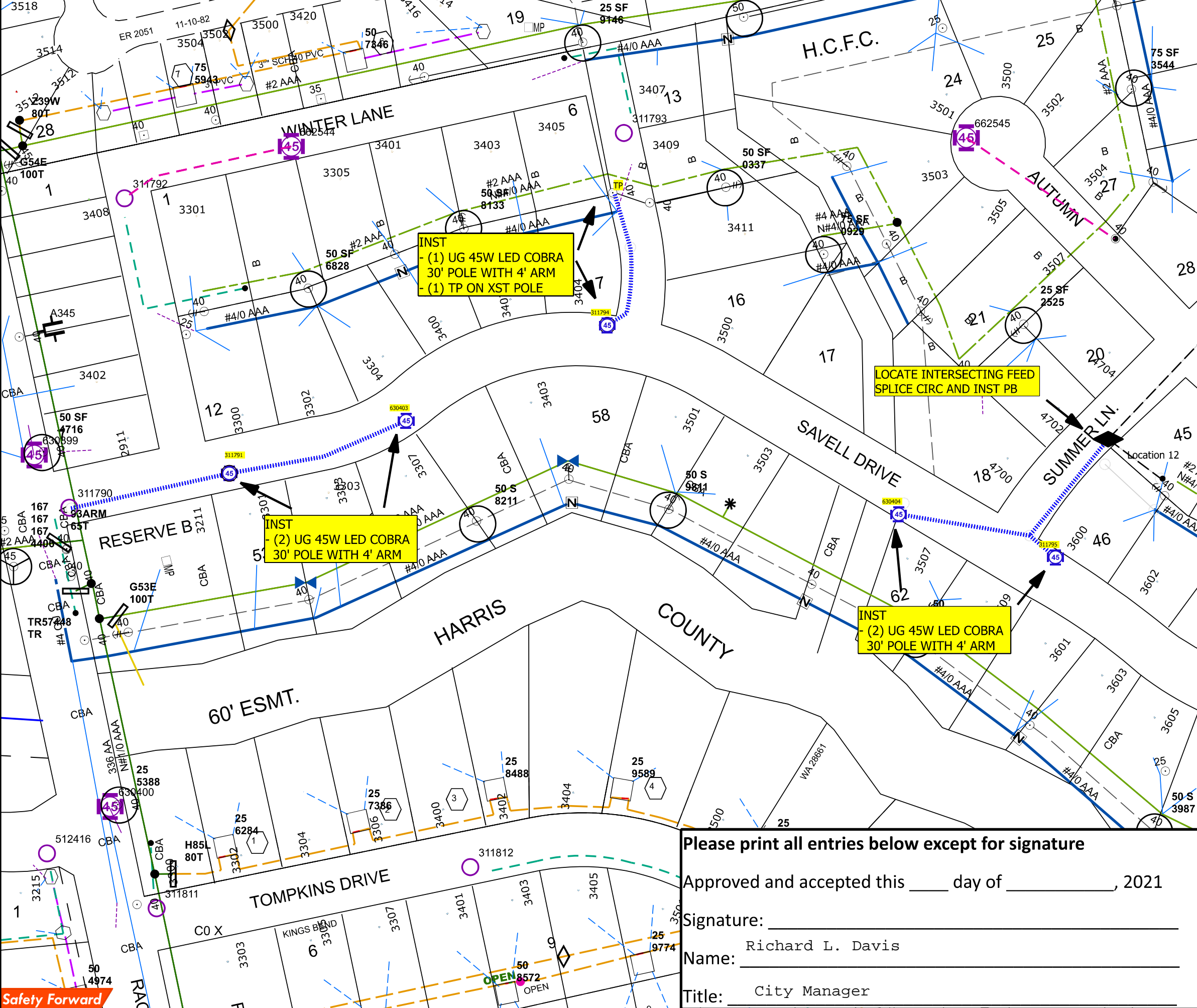
Name: Richard L. Davis

Title: City Manager

STREET LIGHT PLACEMENT DETAIL

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.

LIGHTING DESIGN SERVICES - LIGHTING LEGEND													
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.													
NEW STREET LIGHT INSTALLATION SYMBOLS													
SYMBOLS	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)										
		OH - 0	UG - 0	100W HPS MH		LED LEGEND							
	OH - 0	UG - 0	150W HPS MH	45W	OH - 0	UG - 0							
	OH - 0	UG - 0	175W HPS MH	95W	OH - 0	UG - 0							
	OH - 0	UG - 0	250W HPS MH	115W	OH - 0	UG - 0							
	OH - 0	UG - 0	400W HPS MH	180W	OH - 0	UG - 0							
SYMBOLS	QUANTITY		DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)										
	0		100W HPS MH		LED LEGEND								
	0		150W HPS MH	45W	0								
	0		175W HPS MH	95W	0								
	0		250W HPS MH	115W	0								
	0		400W HPS MH	180W	0								
ADDITIONAL INSTALLATION MATERIAL SYMBOLS													
TP	0	TERMINAL POLE			4	RELAY							
X	0	PROPOSED WOOD POLE			0	PULLBOX							
	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER											
	0			UNDERGROUND CONDUCTOR (Check One) Direct Embedded Wire <input checked="" type="checkbox"/> Conduit and Wire <input checked="" type="checkbox"/>									
	---			OVERHEAD CONDUCTOR #4 2/C TWIST (UNLESS OTHERWISE NOTED)									
EXISTING STREET LIGHT SYMBOLS AND WATTAGES													
	250 MH		70		100		150		175		250		400
INSTALLATION VOLTAGE: (Circle One Only) <input checked="" type="radio"/> 120 <input type="radio"/> 240 <input type="radio"/> 480													
DDS DESIGN													
WO BY: Andrew Burch						W.O.#: 98692605							
PHONE: 713-945-3236						KEY MAP #: 500M							
CELL:						LAMBERT #: 6258D2							
DATE: 06/24/21						SERVICE CENTER: Baytown							
TYPE: HLC2						SCALE - 1" = 66'							
Street Light Notes -All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department. -Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street. -The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting. -Street lighting will be installed to the recommendations of the illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.													



STREET LIGHT PLACEMENT DETAIL

STREET LIGHT STANDARDS WILL NORMALLY BE INSTALLED IN ROAD RIGHT OF WAY 3' BACK OF CURB AND IN ALIGNMENT WITH SIDE LOT OR REAR PROPERTY LINES, UNLESS THERE IS A CONFLICT WITH DRIVEWAY, FIRE HYDRANT, CATCH BASIN, WATERMETER, OTHER OBSTRUCTIONS, OR WHEN IES RECOMMENDS SPACING REQUIRE OTHERWISE. IN CASE OF CONFLICT WITH O.H. DISTRIBUTION AT REAR OF PROPERTY, STANDARD IS TO BE INSTALLED 8' NORTH OR WEST OF PROPERTY LINE. AT STREET INTERSECTIONS, STANDARDS ARE TO BE INSTALLED BEHIND STRAIGHT SECTION OF CURB 2' FROM TANGENT POINT. STANDARDS SHALL BE PLACED ON STREET SIDE OPPOSITE FROM NORMAL STOP SIGN LOCATIONS.

LIGHTING DESIGN SERVICES - LIGHTING LEGEND

IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.

NEW STREET LIGHT INSTALLATION SYMBOLS

SYMBOLS	QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)		LED LEGEND	
	OH - 0	UG - 0	100W HPS MH	150W HPS MH	175W HPS MH	250W HPS MH

DUAL UG ONLY LAMP WATTAGE AND TYPE
(Circle One Lamp Type for Each Wattage)

SYMBOLS	QUANTITY	100W HPS MH	150W HPS MH	175W HPS MH	250W HPS MH	400W HPS MH
	0					
	0					
	0					
	0					
	0					

ADDITIONAL INSTALLATION MATERIAL SYMBOLS

TP	0	TERMINAL POLE	33	RELAY
X	0	PROPOSED WOOD POLE	1	PULLBOX
	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER		

UNDERGROUND CONDUCTOR (Check One)

	0	Direct Embedded Wire	X
	---	Conduit and Wire	X

OVERHEAD CONDUCTOR

	---	#4 2/C TWIST (UNLESS OTHERWISE NOTED)	
--	-----	---------------------------------------	--

EXISTING STREET LIGHT SYMBOLS AND WATTAGES

	250 MH		70		100		150		175		250		400
--	--------	--	----	--	-----	--	-----	--	-----	--	-----	--	-----

INSTALLATION VOLTAGE: (Circle One Only)

	120		240		480
--	-----	--	-----	--	-----

SHEET 1

DDS DESIGN

WO BY: Andrew Burch

W.O.#: 98697460

PHONE: 713-945-3236

KEY MAP #: 502L

CELL:

LAMBERT #: 6458B4

DATE: 6/24/21

SERVICE CENTER: SC

TYPE: HLC2

SCALE - 1" = 104

Street Light Notes

-All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.

-Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.

-The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.

-Street lighting will be installed to the recommendations of the illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.

Please print all entries below except for signature

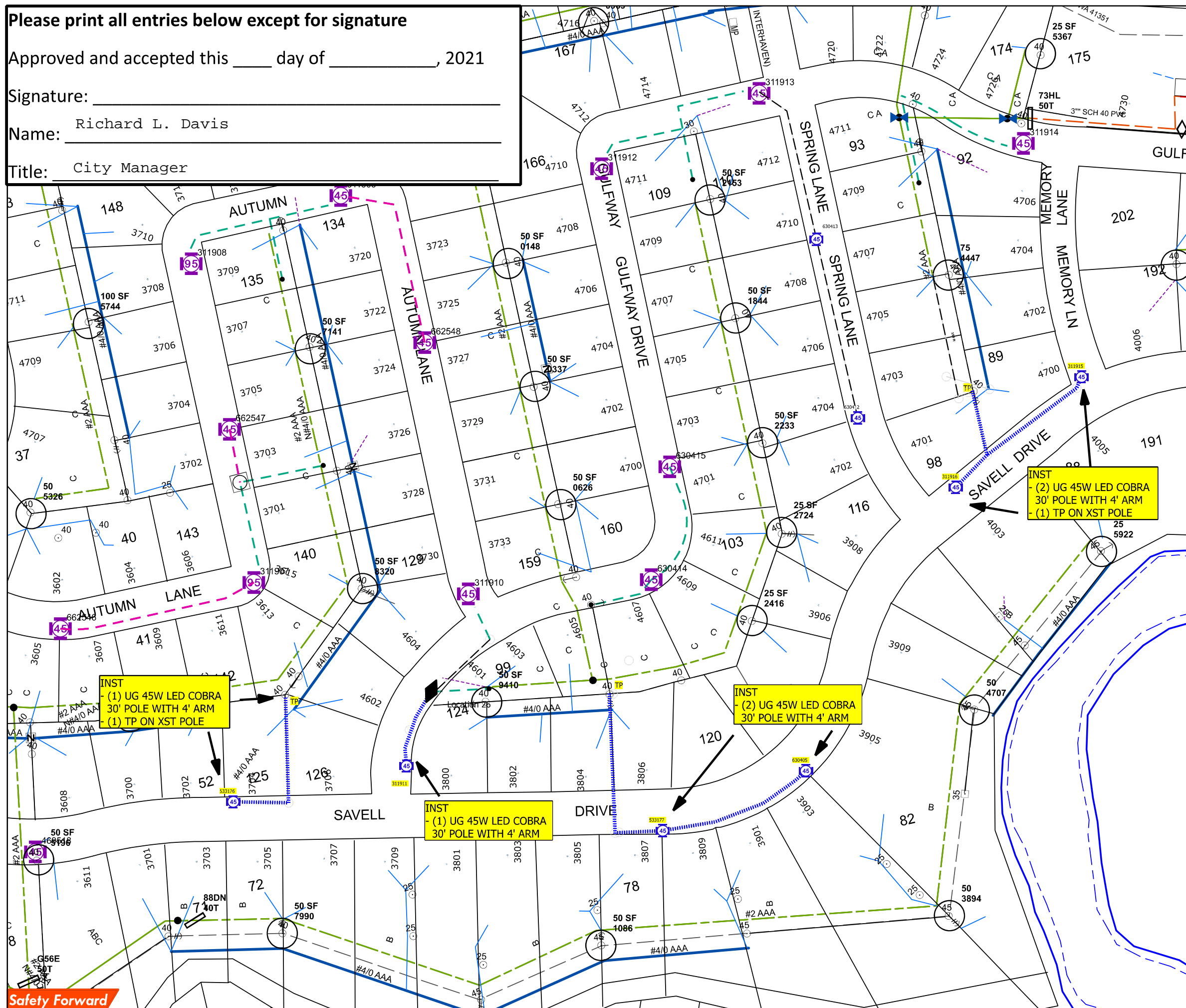
Approved and accepted this ____ day of _____, 2021

Signature: _____



























Name: Richard L. Davis

Title: City Manager

Title: City Manager



NORTH

LIGHTING DESIGN SERVICES - LIGHTING LEGEND													
IMPORTANT NOTE: READ SPECIAL INSTRUCTIONS BELOW AND REFERENCE ANY SPECIAL NEEDS THAT MAY BE SHOWN ON SKETCH.													
NEW STREET LIGHT INSTALLATION SYMBOLS													
SYMBOLS		QUANTITY		SINGLE LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)									
		OH - 0	UG - 0	100W HPS MH	 LED LEGEND								
		OH - 0	UG - 0	150W HPS MH	45W	OH - 0							
		OH - 0	UG - 0	175W HPS MH	95W	OH - 0							
		OH - 0	UG - 0	250W HPS MH	115W	OH - 0							
		OH - 0	UG - 0	400W HPS MH	180W	OH - 0							
SYMBOLS		QUANTITY	DUAL UG ONLY LAMP WATTAGE AND TYPE (Circle One Lamp Type for Each Wattage)										
		0	100W HPS MH		 LED LEGEND								
		0	150W HPS MH		45W	0							
		0	175W HPS MH		95W	0							
		0	250W HPS MH		115W	0							
		0	400W HPS MH		180W	0							
ADDITIONAL INSTALLATION MATERIAL SYMBOLS													
TP	0	TERMINAL POLE				33	RELAY						
	0	PROPOSED WOOD POLE				2	PULLBOX						
	0	12KV 35KV PROPOSED OVERHEAD TRANSFORMER											
		0	UNDERGROUND CONDUCTOR (Check One) Direct Embedded Wire <u> X </u> Conduit and Wire <u> X </u>										
		---	OVERHEAD CONDUCTOR #4 2/C TWIST (UNLESS OTHERWISE NOTED)										
EXISTING STREET LIGHT SYMBOLS AND WATTAGES													
	250 MH		70		100		150		175		250		400
INSTALLATION VOLTAGE: (Circle One Only)									120	240	480		

SHEET 2

DDS DESIGN

WO BY: Andrew Burch	W.O.#: 98697460
PHONE: 713-945-3236	KEY MAP #: 502L
CELL:	LAMBERT #: 6458B4
DATE: 6/24/21	SERVICE CENTER: Baytown
TYPE: HLC2	SCALE - 1" = 124

Street Light Notes

- All streets must be curbed and guttered prior to the installation of street lighting facilities unless otherwise approved by the Lighting Design Service Department.
- Dedicated street light easements are required along all placement of street lighting facilities when such facilities are installed along private streets. Street lighting will only be installed along private streets that can be accessed for maintenance and only when such a street is constructed in an easement intended to contain a private street, waterlines, sanitary sewer lines, storm sewer, and such other utility or franchise infrastructures as can be accommodated and which, for the purpose of established setback, will be considered to be the equal of a public street.
- The design of all streets, utility easements, and storm sewer easements must be approved by all appropriate reviewing agencies before the installation of street lighting.
- Street lighting will be installed to the recommendations of the illuminating Engineering Society unless otherwise requested and agreed upon in writing by the requestor of street lighting service.

CENTERPOINT ENERGY
STREET LIGHTING SERVICE MASTER CONTACT DATA FORM

REQUESTER CONTACT DATA

(This section to be completed by organization/person requesting services. Please print clearly.)

The below information must be provided before CenterPoint Energy can secure the Electric Service Identifier (ESI) number (s) that will be used to establish a street lighting account. The ESI number (s) will be provided later to the requester's organization contact person, per information to be provided below, for use in choosing a Competitive Retailer of electrical service.

Provide customer information below:

Organization Name: City of Baytown

(Name that will appear on account: HOA, POA, LTD, CAI, etc.)

In care of (if applicable): Purchasing

Contact Person: _____ **Title:** _____

Phone #: _____ **Fax #:** _____

E-mail address (optional but highly desired): allpurchasing@baytown.org

Mailing address (where bill should be sent): 2401 Market Street
Baytown, TX 77521

Does the requestor have an existing Streetlight Account to which the new streetlights should be added? If an existing account is not available or a new, separate account is desired for this request please select No below:

Yes _____ **No** _____

If yes, please provide the twenty-two digit ESI number for the existing account. (This number can be retrieved from your monthly Streetlight Bill or by contacting the Competitive Retailer that issues your street lighting bill).

ESI: _____
(example: 100890108888880ABC5555)

COMPANY CONTACT DATA

(This section to be completed by CenterPoint Energy personnel. Please print clearly.)

Service Area Consultant must complete the below information and indicate the type of layout to be provided by LDS when returning this form with facility layout(s).

PROJECT NAME: SAVELL DR / FAIRWAY DR

SERVICE AREA: Baytown

SERVICE AREA CONSULTANT: Brian Giang **PHONE#:** 713-945--3780

_____ **IES Layout Needed** X **Non-IES Layout Needed**
 15 **- UG BLACK COBRA LED 45W**

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: NSR Fairway and Savell - Streetlight Installation

Company Name: CenterPoint Energy

Department: Engineering

Date: 11/29/2021

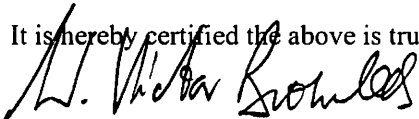
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



11/29/2021

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. d.

Meeting Date: 12/09/2021

Subject: Consider awarding a Professional Services Agreement Construction Management & Inspection to Hill International, Inc for the Roseland Park Pavilion.

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Adrian Rasekhi, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing an Agreement for Consulting Services with Hill International, Inc., to perform construction management and inspection services for the Roseland Park Pavilion Project.

PREFACE

This proposed ordinance authorizes an Agreement for Consulting Services with Hill International, Inc., to perform construction management and inspection services for the Roseland Park Pavilion Project in an amount not to exceed \$147,000.00.

This contract will provide staff augmentation for construction management and inspection services to ensure that construction is conducted to the standards required by the City. The scope of the work includes construction management oversight and construction inspection via on-site representatives for monitoring of daily construction activities, facilitation of construction progress meetings, trouble-shooting of any construction issues, requests for information, submittals and review, project construction documentation, pay application analysis, recommendations for project substantial completion, punch list oversight and project completion and closeout.

The construction duration is anticipated to be twelve (12) months.

Fiscal Impact

Fiscal Year: 2021

Acct Code: 35105-85001-PK2001-85001

Source of Funds (Operating/Capital/Bonds): CIP

Funds Budgeted Y/N: Y

Amount Needed: \$147,000.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - PSA with Hill International

Exhibit A - Consultant Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT FOR CONSULTING WITH HILL INTERNATIONAL, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE ROSELAND PARK PAVILION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$147,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to an Agreement for Consulting Services with Hill International, Inc., for construction management and inspection services for the Roseland Park Pavilion Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Hill International, Inc., in an amount not to exceed ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$147,000.00) for consulting services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased or decreased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") entered into by and between Hill International, Inc. (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Construction Management and Inspection Services services for Roseland Park Pavillion Project (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$147,000.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Lump Sum).....	\$0.00
2. Bid Phase Services (Hourly Not to Exceed)	\$0.00
3. Construction Phase Services (Hourly Not to Exceed)	\$147,000.00
4. Additional Services (Lump Sum)	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
6. Total	\$147,000.00

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
 - (b) Postage;

- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;
 - (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
 - (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
 - e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. Consultant's Project Manager
Consultant shall designate Heather Oberst and Stephen Pearson, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. Licensed and Registered Architects/Engineers
Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. Data on Consultant's Employees
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

- d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the consultant's experience and represent its best judgement as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

- (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents for example structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit B will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 & 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
3. Errors and Omissions
 - Limit: \$1,000,000 for this project.
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project.
 - Waiver of Subrogation required.
4. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL

TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work project generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. Records

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work

performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. Verifications.

The Consultant makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

20. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

Hill International, Inc.
Attn: Robert Ferguson
Two Riverway Drive, Ste 705
Houston, TX 77056

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

26. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

27. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

28. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the day of , 2021, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

CONSULTANT:

Hill International, Inc.
(Company Name)

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day personally appeared Robert Ferguson, in his/her capacity as First Vice President of Hill International, Inc., on behalf of such corporation/ other,

☒
☐
☐

known to me;

proved to me on the oath of _____; or

proved to me through his/her current _____
{description of identification card or other document issued by the federal
government or any state government that contains the photograph and signature of
the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 30th day of November, 2021.

Beverly Jean Grauerholz
Notary Public in and for the State of Texas

\\COBFS01\Legal\Karen\Files\Engineering\Engineering Agreements\Forms 2020\Agreement.

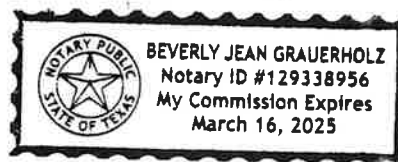


Exhibit A – Scope of Services

Scope of Services

Consultant shall render the following professional services to the City of Baytown in connection with the Roseland Park Pavilion Project:

1. Pre-Construction Services

- a. Participate in Contractor interviews after proposals are received; Competitive Sealed Proposal Evaluations; Identify construction issues, conflicts, deficiencies, as part of the interview, and potential cost savings or scope adjustments with the contractor and make recommendations on selection and scope to include with contractor's best and final offer.
- b. Assist in Pre-Construction Meeting
 - i. Assist the City's Project Manager in the pre-construction meeting; attend, participate, record, and disseminate minutes from pre-construction meeting.
 - ii. Utilize the City's Project Management program: set communications protocol and contract administration procedures, establish progress meeting schedule and submittal schedule.
 - iii. Support in providing agenda for meetings: Key milestone dates, pay application procedures, schedule, public notification issues and procedures, utility coordination issues, traffic control, permitting, property owner notification and coordination, temporary facilities, contractor's use of City's Project Management program.

2. Construction Inspection Services

- a. Provide full-time on-site technical observation of Contractor's activities to verify and ensure all work materials, structures, equipment and workmanship comply with the Contract Documents including Addenda, and Change Orders. Verify and ensure that Contractor maintains good construction practices and professional standards prevailing in the local City, County, and State of Texas. Utilize City's Project Management program for all inspection reports and project documentation.
 - i. Notify the City Project Manager if Contractor's work is not in compliance with the Contract Documents or specifications. Notify the City Project Manager and Design Architect of any failure of the Contractor to take measures to repair and bring work in compliance.
 - ii. Issue Advisory Notices to Contractor for work that is not in compliance with approved construction documents.
 - iii. Issue Non-Compliance Reports to Contractor if non-conforming work is not brought into compliance or if plan of action to bring work into compliance is not conducted in timely manner.
 - iv. Inspect and observe the materials and equipment being incorporated into the work to assure that they are handled, stored and installed in accordance with the Contract Documents and specifications. Report to the City Project Manager regarding these activities.
- b. Identify, record and notify Design Architect of any problems or failures to meet performance requirements in a timely manner to minimize delay in the progress of the project, make recommendation(s) for appropriate solution to the City Project Manager and Design Architect.
- c. Prepare and maintain daily progress log or daily construction reports, photographs, records and track quantities installed that day utilizing the City's Project Management system.
- d. Ensure contractor reviews and approves daily reports and quantities.
- e. Verify contractor has obtained necessary permits and is maintaining any Traffic Control, public notification and Storm Water Pollution Prevention Plans, facilities, equipment or arrangements in accordance with contract documents, and provide daily progress reports.
- f. Attend and participate in progress meetings.
- g. Create contacts for your record for: names, addresses, telephone numbers and email of all contractors, subcontractors, sub consultants and major suppliers of material and equipment; store in the City's Project Management program system.
- h. Immediately notify the City Project Manager and Design Consultant in the event of an on-site accident. Record and note conditions, activities and witnesses to the event.
- i. Maintain Resolution Log and respond to citizen complaints in the City's Project Management program system.
- j. Consult with City Project Manager and Design Architect in advance of scheduled major work operations, tests, inspections or start of important phases of project.
- k. For concealed inspections (above ceiling / wall close ups), Inspector will take the notes from previous inspections and compare them to what is in place to make sure items / equipment previously

inspected have not been moved and/or damaged during the continued construction process. Inspector will check for inconsistencies, such as missing fire alarms, missing fire caulk, missing in-wall items (t-stats, pull stations, etc.), installed items that have not been inspected, etc. If anything is missing or damaged, they make note of such on the inspection sheet, inform the contractor and the City Project Manager about the failed items, and then schedule a re-inspection(s).

3. Pay Applications

- a. Pay applications will be generated by the City's Project Management program system/or via City format Pay applications, based on quantities approved in the daily reports. Review and verify quantities provided by contractor for all work in compliance with contract documents.
 - i. Review work conducted daily on daily inspection reports and material installed measurements submitted by contractor; verify work conducted and bid item quantities via the City's Project Management program; meet regularly (weekly/bi-monthly as needed) to review pay estimate and quantities with contractor, verify field measurements and work completed.
 - ii. Review progress pay application with Design Architect for approval or revision prior to submittal to City.
 - iii. Finalize pay application with signatures from Contractor, Engineer and Construction Manager certifying quantities and amounts via the City's Project Management program.
 - iv. Notify City Project Manager when all electronic signatures are completed in the City's Project Management program system for invoice processing.
 - v. Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports in the City's Project Management program.
 - vi. Provide an independent quantity forecast bid items to identify potential quantity over-runs as part of pay estimate review.
- b. Upon completion of the work, prepare a final progress payment including a balancing change order zeroing out all unused quantities utilizing the City's Project Management program. Identify and add additional quantities and make any approved changes to the Contract Time.
 - i. Review and coordinate with Design Architect to provide Engineer's recommendation for Substantial Completion or Final Acceptance. (See Close-out Section).

4. Document Control

- a. Utilize the City's Project Management program system to: receive, route, track and log all Contractor communications, Submittals, Change Orders, RFIs, Pay Applications and Citizen Complaint/Resolution Log; communicate with Contractor the status of submittal reviews; review submittal and RFI log in the City's Project Management program to ensure timely responses; notify City Project Manager, Contractor and Design Architect of time critical issues.
 - i. Respond to RFIs when such response does not require the Engineer's opinion or expertise or direction from City.
 - ii. Assemble and maintain notes, comments, sketches and supportive data relative to the Project to facilitate the revision of drawings to conform to the final as-built conditions. Review Contractor's record keeping periodically to ensure completeness, timeliness and progress.

5. Change Orders

- a. Prepare and issue request for proposals in a timely manner via the City's Project Management program. Review RFP and contractor proposal for additional work with City Project Manager and Design Architect for approval. Ensure the status of RFP and Responses from Contractor, City and Design Architect are logged and tracked in the City's Project Management program system.
- b. Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.
- c. Prepare Change Order and documentation including signatures of Contractor, Engineer and Construction Manager for delivery to City.

6. Testing Laboratory and Results

- a. Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports in the City's Project Management program. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications

- i. Review lab test reports and log any failures.
- ii. Review Invoicing from Laboratory to daily activities.

7. Project Completion and Close out

- a. Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Architect and others as directed. Prepare a list of non-conforming work based on visual inspections via the City's Project Management program. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.
- b. Coordinate and obtain Design Architect's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate via the City's Project Management program.
- c. Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Ensure Contractor's closeout documents are uploaded to the City's Project Management program. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Architect and City Project Manager when completed.
 - i. Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.
 - ii. Provide indexed project files, redline plans and as-built or record drawings to City via the City's Project Management program.
- d. Conduct Project Close-Out Meeting.
- e. Prepare and recommend final payment application. (Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.)
- f. Consult with City on any potential Warranty items requiring repair or replacement.
- g. PDF copies of all inspection reports will be kept on file and will be submitted to the City at the project if desired.

8. Warranty Period

- a. Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- b. Provide staff to conduct and participate in the warranty inspections.
- c. Prepare list of non-conforming work for presentation to the City Project Manager, Design Architect and Contractor via the City's Project Management program.
- d. Oversee repairs for non-conforming work with Contractor.
- e. Submit final report on completed warranty repairs via the City's Project Management program.

Exhibit B – Level of Effort

Fee- (not-to-exceed)

Task	Task Description	Labor			
		C M		Total Hours	Total Labor Effort
			Inspector		
		\$125.00	\$115.00		
1	Preconstruction Services	40	0	40	\$ 5,000.00
2	Construction Inspection Services	0	310	310	\$ 35,650.00
2	Construction Management Services	180	0	180	\$ 22,500.00
3	Pay Applications	36	78	114	\$ 13,470.00
4	Document Control	127	250	377	\$ 44,625.00
5	Change Orders	32	18	50	\$ 6,070.00
6	Testing Laboratory and Results	0	4	4	\$ 460.00
7	Project Completion and Close out	15	60	75	\$ 8,775.00
8	Warranty Period	10	80	90	\$ 10,450.00
		440	800	1,240	
				NTE	\$ 147,000.00

Exhibit C - Schedule

Schedule

Roseland Park Pavilion project duration will be 12 months starting December 15, 2021 and ending December 31, 2022.

The Pre-construction and early project engagement will begin December 15, 2021 which includes the interview and selection of contractor.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Roseland Park Pavilion

Company Name: Hill International, Inc.

Department: Engineering

Date: 11/29/2021

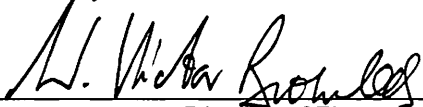
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/29/2021

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. e.

Meeting Date: 12/09/2021

Subject: Consider an ordinance authorizing Change Order No. 3 for additional commercial office furniture for the Municipal Service Center Renovation Project.

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Crystal Heller, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing Change Order No. 3 for the purchase of additional commercial office furniture for the Municipal Service Center Renovation Project.

PREFACE

This proposed ordinance authorizes Change Order No. 3 for the purchase of additional of commercial office furniture for the Municipal Service Renovation Project, from The Luck Company, through the Omnia Partners Cooperative Program ("Omnia"), via Contract Nos. R191813 and R191801 in the amount of \$15,679.89.

The Luck Company is an approved vendor through Omnia. The City of Baytown is a member of the Omnia and can access the contracts with the supplying companies, AIS and OFS. The cooperative agreement was competitively bid; and through such agreement, the City is receiving the deepest discounts from list prices by the manufacturers. The Luck Company (i) serves as required intermediary to the Omnia; (ii) provides detailed drawings and size specifications; specifies the correct configuration of the furniture and equipment, ensuring that data and electrical connections are correctly located; (iii) takes delivery from the factories; (iv) stores the furniture and equipment if required due to delays on site; (vi) moves the furnishings into the facility; and (viii) assembles and installs the furniture, including making any minor repairs.

The Municipal Service Renovation is close to completion, and is set to house staff in a new area of the building, as additional staff has been added to the department. The renovation includes new offices and work areas, a break room/conference room, and a large conference room. The initial furniture purchase of \$46,369.69 was completed, and an additional purchases of \$36,766.54 were approved by Council on July 22, 2021. This recommended purchase of \$15,679.89 includes additional office furniture for staff offices completed as part of the renovation. The total cost of all furniture purchases including this proposed purchase is \$98,017.82.

Fiscal Impact

Fiscal Year: 2021
Acct Code: 35110-85001-PBSF3000-85001
Source of Funds (Operating/Capital/Bonds): CIP
Funds Budgeted Y/N: Y
Amount Needed: \$15,679.89

Fiscal Impact (Additional Information):

Total PO amount after this change will be \$98,816.12.

Attachments

Ordinance - Change Order No. 3

Exhibit A - Change Order No. 3

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 3 TO THE MUNICIPAL SERVICE CENTER RENOVATION PROJECT WITH THE LUCK COMPANY IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND SIX HUNDRED SEVENTY-NINE AND 89/100 DOLLARS (\$15,679.89); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council does hereby authorize Change Order No. 3 to the Municipal Service Center Renovation Project with The Luck Company in an amount not to exceed FIFTEEN THOUSAND SIX HUNDRED SEVENTY-NINE AND 89/100 DOLLARS (\$15,679.89). A copy of said change order is attached hereto, marked Exhibit "A" and made a part hereof for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



EXHIBIT "A"

CITY OF BAYTOWN
PUBLIC WORKS & ENGINEERING
2123 Market St.
Baytown, Texas 77520

CHANGE ORDER Municipal Service Center Renovation

Date of Issuance: 11/30/2021
Contractor: The Luck Company
Designer:

Change Order No.: 3
CoB Project No.:
P.O. No.: 2107656

Explanation:

This change order encompasses the following:

Additional Office furniture for staff offices as completed as part of the renovations of the Public Works Service Center.

Description of Work

	<u>Cost</u>	<u>Time</u>
1 Additional Furniture	\$ 15,679.89	0 Days
2	\$ -	0 Days
3	\$ -	Days
4	\$ -	Days
5	\$ -	Days

Please attach back-up documentation

Cost & Time Change Summary

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ 46,369.69	Days
Previous Change Order(s):	\$ 36,766.54	Days
Contract prior to this change order:	\$ 83,136.23	Days
Net increase (decrease) from this change order	\$ 15,679.89	0 Days
Revised Contract:	\$ 98,816.12	Days

Finance Approval: _____ Date: _____

RECOMMENDED:

RECOMMENDED:

By: _____ Date: _____
Design Engineer

By: *Frank* _____ Date: 11/30/2021
Director of Public Works & Engineering

ACCEPTED*:

APPROVED:

By: *Jere A Luck* _____ Date: Nov. 30, 2021
Contractor

By: _____ Date: _____
City Manager

*Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes included all costs associated with this Change Order.

No work is to be done until this change order is executed. No payment to the Contractor (or Consultant) shall be made for work included in the change order until the Contractor's pay estimate is updated.

Revise the project plans and specifications as referenced and insofar as the original project drawings and specifications are inconsistent, this Change Order governs. Upon execution by all parties, the following changes identified for the contract value and/or contract time shown, are made part of the contract.

QUOTE

Number AAAQ2792

Date Nov 23, 2021

THE LUCK COMPANY

Your Single Source for Commercial Furniture

6106 WISTER LANE HOUSTON, TX 77008,

T. (713) 527-0708 F. (713) 634-2664

Name/Address

City of Baytown

2123 Market St.
Baytown, TX 77520

Terms

Due upon receipt

Description

Qty

Cost

Total

AIS Omnia Contract #R191801

36"x74" open bookcase in Trytoo Savatre laminate

4

\$498.93

\$1,995.72

36" wide 4 drawer lateral file cabinet in Trytoo Savatre laminate

1

\$1,185.74

\$1,185.74

2 door cabinet, 24"d X36"w X 28"h in Trytoo Savatre

2

\$525.88

\$1,051.76

36" wide x 45" high stack on open bookcase in Trytoo Savatre

2

\$394.69

\$789.38

78"w x 45" high laminate hutch in Trytoo Savatre

2

\$854.91

\$1,709.82

28" x 78" tackboard in grade A fabric (TBD)

2

\$216.80

\$433.60

40" LED task light

2

\$174.00

\$348.00

Continued On Next Page ...

Description	Qty	Cost	Total
U group consisting of the following: 1 - 72"x24" single lateral credenza, 1 - 72" double high hutch with tackboard and task light, 1 - 48" height adjustable table/bridge with grommet and dual monitor arm, 1 - 66" x 30" single box/box/file pedestal desk. All standard finishes: TBD	1	\$4,027.24	\$4,027.24
4 drawer lateral file cabinet. 30" wide. Standard laminate finish: TBD	1	\$1,126.54	\$1,126.54
6'x3' open bookcase. Standard laminate finish: TBD	1	\$498.93	\$498.93
Paxton guest chair in grade B fabric on the seat. Back: Black mesh. Standard grade B upholstery: TBD	2	\$181.08	\$362.16
Receive, deliver and install during regular business hours, Mon-Fri, 8-5.	1	\$2,151.00	\$2,151.00

NON-RETURNABLE / NON REFUNDABLE SPECIAL ORDER PRODUCT

LEAD TIME AFTER ORDER IS RECEIVED BY TLC 10-12 weeks

QUOTATION EXPIRES: 12/20/2021

DATE: _____

APPROVAL SIGNATURE: _____

SubTotal	\$15,679.89
Tax	\$0.00
Shipping	\$0.00
Total	\$15,679.89

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Municipal Services Building

Company Name: The Luck Company

Department: Engineering

Date: 11/29/2021

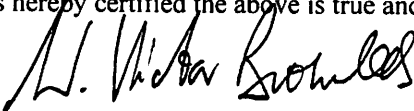
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/29/2021

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. f.

Meeting Date: 12/09/2021

Subject: Interlocal Agreement with the MDD for funding the construction of the Citizen's Bank Building Renovation Project

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Trevor Fanning, Legal

Information

ITEM

Consider an ordinance authorizing an Interlocal Agreement with the Baytown Municipal Development District for funding the construction of the Citizen's Bank Building Renovation Project.

PREFACE

This proposed ordinance authorizes an Interlocal Agreement with the Baytown Municipal Development District for funding the construction of the Citizen's Bank Building Renovation Project in an amount not to exceed \$1,400,000.

The existing building was once the Citizens Bank, which has been vacant for a number of years and has suffered from neglect and decay. The City's Texas Avenue revival initiative places importance on complete block faces and sought to preserve this building for the integrity of the Downtown Arts District. The existing Utility Billing offices are in an older building, which has is very small and lacks privacy for billing customers. The staff has outgrown the space of the building causing cramped working conditions.

The existing Citizen's Bank building will be renovated and a portion rebuilt to house the City's Utility Billing Division of the Finance Department.

This will include saving the exterior facade and adding a new roof and a new internal and external envelope construction, ensuring structural integrity of the new building. The interior build out will include a lobby area, expanded area for customer service stations, public and employee restrooms, management/supervisor offices, collections and billing specialist offices, a conference room, an employee break room, meter operations, technician offices and a meter testing area.

The MDD funded the design of the building earlier this year. This interlocal is for the construction itself.

RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Year:

Acct Code:

21501-85001-FA1801-85001

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

Ordinance - Interlocal with MDD

Exhibit A - Interlocal Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT FOR FUNDING THE CONSTRUCTION OF THE CITIZENS BANK RENOVATION PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to an Interlocal Agreement with the Baytown Municipal Development District for funding the construction of the Citizens Bank Renovation Project. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

AGREEMENT FOR FUNDING THE CONSTRUCTION OF THE CITIZEN'S BANK BUILDING RENOVATION PROJECT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement for Funding the construction of the Citizen's Bank Building Renovation Project (the "Agreement") is made by and between the CITY OF BAYTOWN, a municipal corporation located in Harris and Chambers Counties, Texas, (the "City") and the BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT, created under Chapter 377 of the Texas Local Government Code, as amended, (the "Act") and located in Harris County, Texas, (the "District"). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of District.

- a) The District is engaged in an ongoing effort to provide new resources to plan, acquire, establish, develop, construct and/or renovate one or more development projects beneficial to the District, which includes the incorporated limits of the City lying within Harris County.
- b) The District covenants that it shall actively work to productively coordinate its activities with the City in an effort to reduce duplication of services.
- c) The District represents and warrants that it has been properly created and is duly authorized pursuant to the Act to enter into this Agreement.

Section 2. Description of Program.

The City, with the assistance of the District as herein specified, agrees to renovate the existing Citizen's Bank building to house the City's Utility Billing Division of the Finance Department (the "Project"). The Project will include saving the exterior façade and adding a new roof and a new internal and external envelop construction, ensuring structural integrity of the new building, The interior build-out will include a lobby area, expanded area for customer service stations, public and employee restrooms, management/supervisor, collections and billing specialist offices, a conference room, an employee break room, meter operations and technician offices, and meter testing area.

Section 3. Reports.

The City shall prepare and submit to the District within 120 days after the end of each fiscal year during the term of this Agreement a verbal or brief written report describing the services performed by the City pursuant to this Agreement during the previous year along with a summary of expenditures for the previous fiscal year.

Section 4. Approvals.

The District understands, hereby directs and authorizes the City to make any Project clarifications and/or modifications as may be necessary as determined by the City in its sole discretion.

Section 5. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of this Agreement, the District shall tender funds to the City in an amount not to exceed ONE MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,400,000.00). All payments required to be made herein shall be payable on or before 30 days after the District receives an invoice therefor from the City.

Section 6. Term.

This Agreement shall be effective on the date signed by the City Manager, and shall expire thirty (30) days after final completion and acceptance of the Project by the City, unless sooner terminated by either party hereto pursuant to the terms hereof.

Section 7. Termination for Cause.

A party may terminate its performance under this Agreement only upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its obligations under this Agreement as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said 30-day period the defaulting party cures or has commenced the cure of the default, or (2) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Upon the termination of this Agreement, both parties shall be relieved of their respective obligations herein stated, except for those referenced in Section 9 hereinbelow. This Agreement shall not be subject to termination for convenience.

Section 8. Force Majeure.

Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Agreement for the payment of funds allocated for the District's programs. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties or other causes beyond the reasonable control of the party obligated to perform.

Section 9. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid by the District to the City pursuant to this Agreement. If at the time of termination the District owes the City monies, the District shall remit to the City the appropriate amount computed as of the effective date of the termination.

Upon termination of this Agreement pursuant to Section 7 hereof due to an uncured default by the District, the District hereby agrees to pay the total amount committed in Section 5 hereof on or before the effective date of the termination.

Section 10. Parties in Interest.

This Agreement shall bind and benefit the City and the District and shall not bestow any rights upon any third parties.

Section 11. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 12. Compliance with Applicable Laws.

The parties hereto shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Baytown as they now exist or may hereafter be enacted or amended.

Section 13. Choice of Law; Venue.

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This Agreement is performable in Harris County, Texas.

Section 14. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

District
Baytown Municipal Development District
Attn: President, Board of Directors
P.O. Box 424
Baytown, Texas 77522-0424
Fax: (281) 420-6586

City
City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, Texas 77522-0424
Fax: (281) 420-6586

Section 15. Audits.

The City and the District may, at any reasonable time, conduct or cause to be conducted an audit of the other party's records and financial transactions. The cost of said audit will be borne by the entity requesting the audit. The City and the District shall make available all of its records in support of the audit.

Section 16. Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 17. Captions.

The captions of the sections and subsections, if any, of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part or parts of this Agreement.

Section 18. Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 19. Assignment or Transfer of Rights or Obligations.

The City shall not sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the District.

Section 20. Severability.

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Section 21. Authority.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original and effective on the ____ day of December, 2021, the date signed by the City Manager.

CITY OF BAYTOWN

**BAYTOWN MUNICIPAL
DEVELOPMENT DISTRICT**

RICHARD L. DAVIS
City Manager

BRANDON CAPETILLO
President

ATTEST:

ATTEST:

ANGELA JACKSON
City Clerk

ANGELA JACKSON
Assistant Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

KAREN L. HORNER
City Attorney

KAREN L. HORNER
General Counsel



BAYTOWN CITY COUNCIL MEETING

9. g.

Meeting Date: 12/09/2021

Subject: Professional Services Agreement for Construction Material Testing for the CDBG-DR funded Lincoln Cedars and Julie Ann Villa Drainage Improvements

Prepared for: Andrea Brinkley, Public Works/Engineering/BAWA, C.I.P

Prepared by: Adrian Rasekhi, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a Consulting Services Agreement with Aviles Engineering Corporation for construction materials testing services for the Lincoln Cedars and Julie Ann Villa Drainage Improvements Project.

PREFACE

This proposed ordinance authorizes a Consulting Services Agreement with Aviles Engineering Corporation for construction materials testing for the Lincoln Cedars and Julie Ann Villa Drainage Improvements Project.

The scope of the work includes the observation, material testing and documentation of construction activities to maintain compliance assurance with construction specifications. This work includes certified field technicians and project oversight for the duration of the construction activities. The specific tasks include:

- Densities on utility construction,
- Observation of proof rolling operations,
- Pavement subgrade sampling, and
- Quality assurance testing of concrete.

The proposed ordinance authorizes the Agreement for Consulting Services in a total amount not to exceed \$65,857.00.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 27009-85011-FG27009-85011

Source of Funds (Operating/Capital/Bonds): CIP

Funds Budgeted Y/N: Y

Amount Needed: \$65,857.00

Fiscal Impact (Additional Information):

Attachments

Exhibit A - PSA with Aviles Engineering Corporation

Exhibit A - Executed Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT FOR CONSULTING SERVICES WITH AVILES ENGINEERING CORPORATION FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE LINCOLN CEDARS AND JULIE ANN VILLA DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$65,857.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to an Agreement for Consulting Services with Aviles Engineering Corporation for construction materials testing services for the Lincoln Cedars and Julie Ann Villa Drainage Improvements Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Aviles Engineering Corporation in an amount not to exceed SIXTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$65,857.00) for consulting services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased or decreased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") entered into by and between Aviles Engineering Corporation (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Construction Materials Testing and Inspection services for CDBG-DR Lincoln Cedars and Julie Ann Villa Drainage Improvement (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed SIXTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$65,857.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Lump Sum).....	\$0.00
2. Bid Phase Services (Hourly Not to Exceed)	\$0.00
3. Construction Phase Services (Hourly Not to Exceed)	\$65,857.00
4. Additional Services (Lump Sum)	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
6. Total	\$65,857.00

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:
- (a) Hard copy reproductions, copies, and/or binding costs;
 - (b) Postage;

- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;
 - (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
- (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. **Consultant's Project Manager**
Consultant shall designate Jonathan Howson, P.E., to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. **Licensed and Registered Architects/Engineers**
Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. **Data on Consultant's Employees**
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.

- d. Rejection of Consultant's Employees
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the consultant's experience and represent its best judgement as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

- (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.
- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.

- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents for example structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit B will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 & 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required.
 - Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
3. Errors and Omissions
 - Limit: \$1,000,000 for this project.
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project.
 - Waiver of Subrogation required.
4. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL

TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;
- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work project generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. Records

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work

performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. Verifications.

The Consultant makes the following verifications in accordance with Chapters 2271 and 2274 of the Texas Government Code:

- a. the Consultant does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- b. the Consultant does not boycott energy companies and will not boycott energy companies during the term of the contract to be entered into with the City of Baytown; and
- c. the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

20. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

Aviles Engineering Corporation
Attn: Jonathan Howson, P.E.
5790 Windfern
Houston, TX 77041

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

26. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

27. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

28. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the _____ day of _____, 2021, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

CONSULTANT:

Aviles Engineering Corporation
(Company Name)

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day personally appeared Shane Ressler, in his/her capacity as Vice President of , Aviles Engineering Corporation., on behalf of such corporation/ other,

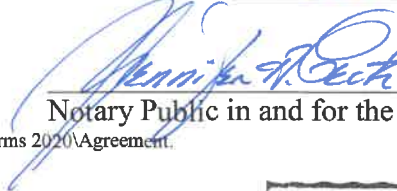
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known to me;
proved to me on the oath of _____; or
proved to me through his/her current _____
{description of identification card or other document issued by the federal
government or any state government that contains the photograph and signature of
the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 11th day of November, 2021



Notary Public in and for the State of Texas

\\COBFS01\Legal\Karen\Files\Engineering\Engineering Agreements\Forms 2020\Agreement.

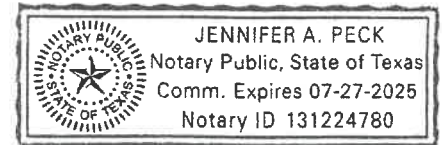


EXHIBIT A

SCOPE OF SERVICES

The CLIENT will develop a scope of service based on the project information. AVILES ENGINEERING shall not be responsible for problems arising due to insufficient or invalid project or other relevant information. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

SOILS INSPECTION

Soils Inspection and Testing will be provided in general accordance with the project plans and specifications. The inspection and testing of the storm sewer and water lines will include field density testing during embedment and backfilling of the various utilities, junction boxes, and inlets.

The inspection and testing of the pavement subgrade will include lime application inspection, field gradations after final mixing of the lime stabilized subgrade, field density testing, and depth checks.

Samples to determine moisture density relationships (MDR) and other soil constants will be obtained as required, as will samples to determine cement stabilized sand compressive strength. AEC estimates thirty-eight (38) trips for inspection and testing and sample pickups.

CONCRETE INSPECTION

Concrete Inspection will be provided per the project plans and specifications. It will include concrete testing on the concrete pavement and driveways. Cylinders will be cast in sets of 4 (1 set for every 150 cubic yards for paving). AEC estimates sixteen (16) trips for concrete testing and sixteen (16) trips for cylinder pickups.

ASPHALT TESTING

Asphalt Testing will be provided per the Plans and Specifications. It will include the sampling and testing of the 2" HMAC Surface Course. Two (2) cores will be taken for each day's placement. AEC estimates two (2) days and two (2) full sets of asphalt tests.

PROJECT MANAGEMENT

Project management will be provided. It may include one (1) pre-construction meeting.

EXHIBIT B LEVEL OF EFFORT

City of Baytown

CDBG-DR Lincoln Cedars and Julie Ann Villa Drainage Improvements

Soils Inspection

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	224	\$ 17,472.00
Senior Engineering Technician, OT per hour	\$ 117.00	56	\$ 6,552.00
Engineering Technician, per hour	\$ 65.00	40	\$ 2,600.00
Engineering Technician, OT per hour	\$ 97.50	0	\$ -
OMD Standard Compaction, Treated, each	\$ 256.00	4	\$ 1,024.00
OMD Standard Compaction, each	\$ 231.00	4	\$ 924.00
OMD Modified Compaction, Treated, each	\$ 271.00	0	\$ -
Atterberg Limits, each	\$ 71.00	8	\$ 568.00
Percent Passing #200 Sieve, each	\$ 55.00	4	\$ 220.00
Sieve Analysis, each	\$ 65.00	4	\$ 260.00
Optimum Lime Content - pH Method	\$ 266.00	2	\$ 532.00
Cement Sand Compressive Strength, each	\$ 81.00	40	\$ 3,240.00
Compressive Strength Treated Base, each	\$ 292.00	0	\$ -
Use of Nuclear Gauge, per day	\$ 80.00	28	\$ 2,240.00
Vehicle Charge, per hr	\$ 12.00	280	\$ 3,360.00
Project Engineer, per hour	\$ 165.00	16.4	\$ 2,706.00
		Subtotal	\$ 41,698.00

Concrete Inspection

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	128	\$ 9,984.00
Senior Engineering Technician, OT per hour	\$ 117.00	12	\$ 1,404.00
Engineering Technician, per hour	\$ 65.00	18.00	\$ 1,170.00
Engineering Technician, OT per hour	\$ 97.50	18.00	\$ 1,755.00
Concrete Compression Tests, each	\$ 20.00	64	\$ 1,280.00
Vehicle Charge, per hr	\$ 12.00	204	\$ 2,448.00
Project Engineer, per hour	\$ 165.00	6.4	\$ 1,056.00
		Subtotal	\$ 19,097.00

Asphalt Testing

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Engineering Technician, per hour	\$ 65.00	16	\$ 1,040.00
Engineering Technician, OT per hour	\$ 97.50	4	\$ 390.00
Use of Nuclear Gauge, per day	\$ 80.00	2	\$ 160.00
Mix Design Review, each	\$ 500.00	1	\$ 500.00
Maximum Theoretical Specific Gravity, each	\$ 103.00	2	\$ 206.00
Molding Specimens, 3 per set	\$ 72.00	2	\$ 144.00
Bulk Density of Lab Molded Specimen, 3 per set	\$ 61.00	2	\$ 122.00
Stability: Hveem, 3 per set	\$ 108.00	2	\$ 216.00
Extraction / Gradation, each	\$ 230.00	2	\$ 460.00
Asphalt Coring , each	\$ 106.00	4	\$ 424.00
Measuring Thickness of Asphalt Cores, each	\$ 25.00	4	\$ 100.00
Bulk Density of Field Specimen (Core), each	\$ 55.00	4	\$ 220.00
Vehicle Charge, per hr	\$ 12.00	20	\$ 240.00
Project Engineer, per hour	\$ 165.00	1.8	\$ 297.00
		Subtotal	\$ 4,519.00

Project Management

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Project Engineer, per hour	\$ 165.00	3	\$ 495.00
Vehicle Charge, per hr	\$ 12.00	4	\$ 48.00
		Subtotal	\$ 543.00

ESTIMATED TOTAL FOR SERVICES AND TESTING = \$65,857.00

Schedule of Services and Fees * Construction Materials Testing

LABORATORY TESTING SERVICES

Concrete and Aggregates

Laboratory testing of concrete, grout, mortar and lightweight roof fill cylinders, beams and cubes delivered to our laboratory in accordance with ASTM procedures and project specifications:

a. Concrete Compression Test	Each	\$ 20.00
b. Reserves Not Tested	Each	\$ 20.00
c. Lightweight Concrete Compression Test.....	Each	\$ 20.00
d. Flexural Strength of Concrete Test (Beams)	Each	\$ 31.00
e. Compressive Strength of Mortar or Grout (2" x 2" x 2").....	Each	\$ 26.00
f. Compressive Strength of Grout Prism	Each	\$ 53.00
Sieve Analysis of Aggregates	Each	\$ 62.00
Washed Sieve Analysis on Flexible Base Materials	Each	\$ 108.00
Abrasion Test of Aggregates by Los Angeles Machine.....	Each	\$ 236.00
Density of Lightweight Concrete Cylinders	Each	\$ 92.00
Rel. Density & Absorption – Coarse Aggregates.....	Each	\$ 92.00
Rel. Density & Absorption – Fine Aggregates.....	Each	\$ 112.00
Concrete Mix Design Review for Compliance to ACI or ASTM Standards	Each	\$ 500.00
Preparation and Testing of Cores	Each	\$ 89.00

Soils

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D 698 Method A or B	Each	\$ 231.00
b. ASTM D 1557 Method A or B	Each	\$ 247.00
c. ASTM D-698 & D-1557, Method C.....	Each	\$ 271.00
d. TxDOT Test Method Tex-113-E	Each	\$ 271.00
e. ASTM D 558 on Lime or Cement Treated Soils	Each	\$ 256.00
Atterberg Limits Determination (PI)	Each	\$ 71.00
Grain Size Analysis, Mechanical & Hydrometer	Each	\$ 145.00
Lime Series Curve, pH Method	Each	\$ 266.00
Material Finer Than #200 Sieve.....	Each	\$ 55.00
Sieve Analysis on + #200 Sieve Material	Each	\$ 65.00
Bearing Ratio Test (CBR), ASTM D-1883, per point (Does not include moisture/density relationship).....	Each	\$ 243.00

LABORATORY TESTING SERVICES, continued

Asphaltic Concrete Testing

a. Molding Specimens (3 Specimens).....	Per Set	\$ 72.00
b. Density (3 Specimens)	Per Set	\$ 61.00
c. Stability (3 Specimens).....	Per Set	\$ 108.00
d. Extraction and Gradation	Each	\$ 230.00
e. Theoretical Specific Gravity	Each	\$ 103.00
Thickness Determination of Asphaltic Concrete Cores	Each	\$ 25.00
Density Determination of Asphaltic Concrete Cores	Each	\$ 55.00
Asphaltic Concrete Mix Design Review	Each	\$ 500.00

Other Items

Compressive Strength of Cement Stabilized Sand or Soil Cement	Each	\$ 81.00
Moisture Content of Soil, Cement Stabilized Sand or Soil Cement	Each	\$ 11.00
Comp. Str. - Cement or LFA Stabilized Bases or Soils (Modified Tex-120-E).....	Each	\$ 292.00
Splitting Tensile Strength of Concrete.....	Each	\$ 124.00
Absorption and Saturation - Facia Brick	Each	\$ 82.00
Compressive Strength - Facia Brick	Each	\$ 38.00
Compressive Strength of Masonry Prisms	Each	\$ 200.00
Thickness Testing of Concrete or Asphaltic Concrete Cores (9 Point)	Each	\$ 30.00

FIELD TESTING SERVICES

Engineering Technician to Perform:

- Concrete Placement Inspection and testing
- Concrete Batch Plant Inspection
- Cylinder/Cube/Beam Pick Up
- Proofrolling Observation
- Concrete Placement and/or Batch Plant Inspection
- Drilled Pier, Pile and/or Foundation Inspection
- Post Tension Inspection
- Soil Cement or Lime Stabilization Inspection
- Field Compaction Testing and Observation
- Laboratory Technician
- Masonry Mortar, Grout or Prism Testing or Inspection
- Base Plate Inspection and Non-Shrink Grout Testing
- Sample Pick Up

Engineering Technician (ACI-I, SB 102, or SB 101) (Minimum 4 Hours)	Per Hour	\$ 65.00
Overtime	Per Hour	\$ 97.50
Senior Engineering Technician (ACI-I and SB 102) (Minimum 4 Hours)	Per Hour	\$ 78.00
Overtime	Per Hour	\$ 117.00
Concrete Pavement Cores (Minimum Fee \$600.00)		
6 Inches Thick or Less, 4 Inch Diameter Bit	Per Core	\$ 119.00
Additional Thickness – (6” to 12”) = \$11.00 per inch; (Over 12”) = \$14.00 per inch		
Coring of Structural Concrete or Core Diameters other than 4”	Will Quote Upon Request	

FIELD TESTING SERVICES, continued**Asphaltic Concrete Pavement Cores (Minimum Fee \$600.00)**

a. 6 Inches Thick or Less, 4 Inch Diameter	Per Core	\$	106.00
b. Additional Thickness over 6"	Per Inch	\$	10.00
Reinforcing Steel Inspection (4 Hr. Min.)	Per Hour	\$	90.00
Overtime	Per Hour	\$	135.00
Structural Steel Inspection (4 hr. Min.)	Per Hour	\$	115.00
Overtime	Per Hour	\$	136.50

Other Services

Use of Nuclear Density Gauge (4 Hour Minimum)	Per Hour	\$	12.00
Fireproofing – Cohesion / Adhesion Test	Each	\$	33.00
Fireproofing – Density Test	Each	\$	43.00
Floor Moisture Kit	Each	\$	60.00
UT Equipment	Per Day	\$	103.00
UT Couplant (Minimum Charge of 1 Pint)	Per Pint	\$	30.00
Magnetic Particle Yoke	Per Day	\$	45.00
Magnetic Powder (Minimum Charge 0.5 Pounds)	Per Pound	\$	30.00
Use of James R-Meter	Per Day	\$	75.00
Solids Content of Lime Slurry - Field	Per Test	\$	49.00
Skidmore Wilhelm	Per Day	\$	154.00
Field Sieve Analysis	Each	\$	12.00
Vehicle Charge (4 Hour Minimum)	Per Hour	\$	12.00

Engineering Services and Management

Principal or Chief Engineer	Per Hour	\$	250.00
Senior Engineer	Per Hour	\$	205.00
Project Engineer	Per Hour	\$	165.00
Graduate Engineer, Project Manager	Per Hour	\$	115.00
NICET Level IV	Per Hour	\$	105.00
NICET Level III	Per Hour	\$	100.00
NICET Level II, or TxDOT SB 101 & 102	Per Hour	\$	90.00

EXHIBIT C SCHEDULE

Field testing services will be provided on a call-out basis when scheduled by the City's representative. A minimum 24-hours' notice is required to schedule Consultant services, although Consultant will attempt to meet requests in a short timeframe. Consultant shall perform services throughout and until completion and acceptance by the City Council of all work associated with the project.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Professional Services Agreement for Construction Material Testing for 

Company Name: Aviles Engineering Corp

Department: Public Works

Date: 11/23/21

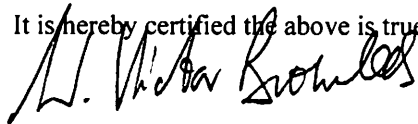
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/23/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. h.

Meeting Date: 12/09/2021

Subject: Consider an ordinance authorizing an Agreement for Consulting Services for North San Jacinto Blvd Area

Prepared for: Frank Simoneaux, Public Works/Engineering/BAWA

Prepared by: Erwin Burden, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing an Agreement for Consulting Services with EHRA Engineering to assist the Public Works and Engineering Department with preliminary engineering for Northern San Jacinto Area.

PREFACE

This proposed ordinance authorizes an Agreement for Consulting Services with EHRA Engineering to assist the Public Works & Engineering Department with preliminary engineering services for the Northern San Jacinto Blvd Area in an amount not to exceed \$331,048.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 21610-74021

Source of Funds (Operating/Capital/Bonds): TIRZ

Funds Budgeted Y/N: Y

Amount Needed: 331,048

Fiscal Impact (Additional Information):

Attachments

Ordinance - EHRA Engineering

Exhibit A - Consulting Services Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT FOR CONSULTING SERVICES WITH EHRA ENGINEERING TO ASSIST THE PUBLIC WORKS AND ENGINEERING DEPARTMENT WITH PRELIMINARY ENGINEERING SERVICES FOR THE NORTHERN SAN JACINTO BOULEVARD PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY-ONE THOUSAND FORTY-EIGHT AND NO/100 DOLLARS (\$331,048.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to an Agreement for Consulting Services with EHRA Engineering to assist the Public Works and Engineering Department with preliminary engineering services for the Northern San Jacinto Boulevard Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to EHRA Engineering, in an amount not to exceed THREE HUNDRED THIRTY-ONE THOUSAND FORTY-EIGHT AND NO/100 DOLLARS (\$331,048.00) for consulting services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased or decreased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (this "Agreement") entered into by and between EHRA Engineering (hereinafter "Consultant") and the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City").

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform professional engineering services for Northern San Jacinto Blvd District (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed THREE HUNDRED THIRTY-ONE THOUSAND FOURTY-EIGHT AND 00/100 DOLLARS (\$331,048.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

- a. The City shall pay Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant based upon the following:

1. Design Phase Services (Lump Sum).....	\$331,048.00
2. Bid Phase Services (Hourly Not to Exceed)	\$0.00
3. Construction Phase Services (Hourly Not to Exceed)	\$0.00
4. Additional Services (Lump Sum)	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
6. Total	\$331,048.00

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.

- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.

- (1) Allowable reimbursable Expenses include:

- (a) Hard copy reproductions, copies, and/or binding costs;
- (b) Postage;
- (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;

- (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND when business hours exceed eight hours within one business day OR when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
- (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. **Consultant's Project Manager**
Consultant shall designate Fred Signorelli, P.E., to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. **Licensed and Registered Architects/Engineers**
Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.
- c. **Data on Consultant's Employees**
Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.
- d. **Rejection of Consultant's Employees**
The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

- a. The City's Director of Public Works and Engineering or his designee shall act as the City's Representative.
- b. The City's Representative shall use his best efforts to provide nonconfidential City records for Consultant's usage on the Work and to provide access to City's property and easements. However, the City does not guarantee the accuracy or correctness of the documents so provided. Notwithstanding the foregoing, Professional shall be entitled to use and rely upon information provided by the City in performing the services required under this Agreement only to the extent and level specified by the City in writing for each document provided. Nothing contained herein shall be construed to require the City to provide such records in any certain format. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.

5. Standards of Performance

- a. Consultant shall perform all services under this Agreement with the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances, time and locality. Opinion of probable cost shall be based upon the Consultant's experience and represents its professional judgment as an experienced and qualified professional. Each submittal of opinion of probable cost shall be commensurate with the project design.

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.

- b. Codes and Standards
 - (1) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.
 - (3) All materials specified on any City project shall be in accordance with City, ASTM, ACI, and AASHTO specifications, and with other recognized standards. Proprietary material or other materials for which no generally recognized standards exist may be used provided there has been at least five

years of proven experience in the field, and such satisfactory documentation has been approved by the City's Representative.

- (4) The Work shall be designed and furnished in accordance with the most current codes and/or standards adopted by city, state, or federal government or in general custom and usage by the profession and shall comply Texas Department of Licensing and Regulation's rules and regulations, including the Texas Accessibility Standards.
- (5) The codes and standards used in the profession set forth minimum requirements. These may be exceeded by the Contractor or Consultant if superior methods are available for successful operation of equipment and/or for the construction project on which the Work is performed. Any alternative codes or regulations used shall have requirements that are equivalent or better than those in the above listed codes and regulations. Consultant shall state the alternative codes and regulations used.
- (6) Consultant agrees the services it provides as an experienced and qualified architect/engineer will reflect the professional standards, procedures and performances common in the industry for this project. Consultant further agrees that any analysis, reports, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel and the performance of other services under this contract will be pursuant to the standard of performance common in the profession.
- (7) Consultant shall promptly correct any defective analysis caused by Consultant at no cost to City. The City's approval, acceptance, use of or payment for all or any part of Consultant's services hereunder or of the Work itself shall in no way alter Consultant's obligations or the City's rights under this Agreement. As applicable, Consultant shall provide the City with record "as-built" drawings relating to the Work, in an electronic format that is acceptable to the City. City shall be in receipt of record drawings, if applicable, prior to final payment.
- (8) Consultant has no control over the cost of labor, materials, equipment or services furnished by others, other than its subconsultants. Data projections and estimates are based upon Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will vary from the data projections and estimates prepared by Consultant.
- (9) Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software versions used shall be compatible to current City standards. Other support documents for example structural calculations, drainage reports and geotechnical

reports, shall be submitted in hard copy only. All Record Drawings electronic files shall be submitted to the City in PDF/TIF format.

6. Schedule

Consultant shall not proceed with the Work or any stage thereof until written notice to proceed is provided by the City's Representative. Consultant's obligation to render services specified in Exhibit B will be for the entire period necessary for the final completion of the construction of the Work. If the Consultant contributes to any delay in the schedule, Consultant will have no right to seek and shall not be entitled to any additional compensation.

7. Instruments of Service

Upon execution of this Agreement, Consultant grants to the City an ownership interest in the Instruments of Service. Consultant shall obtain similar interests from the City and Consultant's consultants consistent with this Agreement. As noted in Articles 5 & 11, Consultant shall be required to tender to City all Instruments of Service. With such ownership interest, it is expressly understood by the parties hereto that the City may use the Instruments of Service for any purposes which the City sees fit, including, but not limited to, subsequent construction, reconstruction, alteration, and/or repairs of the Project. As a condition to the City's use of the Instruments of Service, the City hereby expressly agrees to remove Consultant's name and all references to Consultant and its consultants from the Documents. Provided that this Agreement is not terminated for cause by the City, the City shall release any and all claims which the City could make arising out of or in connection with any reuse of the documents by the City.

8. Insurance

Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$2,000,000
 - Personal & Advertising Injury: \$1,000,000
 - Per Occurrence: \$1,000,000

- Fire Damage \$500,000
- Waiver of Subrogation required.
- Coverage shall be broad form.
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

2. Business Automobile Policy

- Combined Single Limits: \$1,000,000
- Coverage for “Any Auto”
- Waiver of Subrogation required.

3. Errors and Omissions

- Limit: \$1,000,000 for this project.
- For all architects, engineers, and/or design companies
- Claims-made form is acceptable
- Coverage will be in force for one (1) year after completion of the Project.

4. Workers’ Compensation

- Statutory Limits
- Employer’s Liability \$500,000
- Waiver of Subrogation required.

b. The following shall be applicable to all policies of insurance required herein.

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days’ prior written notice by mail, return receipt requested, has been given to the City.
5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.

7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT

IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

10. Subcontractors and Subconsultants

Consultant shall receive written approval of the City's Representative prior to the use of any subcontractors or subconsultants. A copy of all proposed contracts with subconsultants and/or subcontractors shall be given to the City before execution of such contracts.

11. Termination of Consultant

The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon written notice from the City Manager to Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if Consultant breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:

- (a) failing to pay insurance premiums, liens, claims or other charges;
- (b) failing to pay any payments due the city, state, or federal government from Consultant or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
- (c) the institution of voluntary or involuntary bankruptcy proceeding against Consultant;
- (d) the dissolution of Consultant;

- (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
- (f) failing to complete Work within the time period specified in this Agreement; and/or
- (g) the violation of any provision of this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Representative all of Consultant's instruments of service, including all drawings, special provisions, field survey notes, reports, estimates, and any and all other documents or work project generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format together with all unused materials supplied by the City. No final payment will be made until all such instruments of service and materials supplied are so tendered.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

12. Records

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work on the Project that is subject to this Agreement.

13. Supervision of Consultant

Consultant is an independent contractor and the City neither reserves nor possesses any right to control the details of the Work performed by Consultant under the terms of this Agreement.

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

If Consultant, at any time during the term of this Agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that Consultant has incurred a debt, the City's Director of Finance shall immediately notify Consultant in writing. If Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to Consultant under this Agreement, and Consultant waives any recourse therefor.

16. No Boycott Israel.

Consultant agrees that it will not boycott Israel during the term of this Agreement. As used in this section, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

17. Reputation in the Community

Consultant shall retain a high reputation in the community for providing professional architectural/engineering services. Consultant shall forward a copy of any current petition or complaint in any court of law which (a) asserts a claim for \$50,000 or more for errors or omissions in providing architectural/engineering services and/or (b) seeks to deny Consultant the right to practice architecture/engineering or to perform any other services in the state of Texas.

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.
- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

This Agreement has been made under and shall be governed by the laws of the state of Texas. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.

20. Notices

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF BAYTOWN
Attn: City Manager
P. O. Box 424
Baytown, Texas 77522-0424

For Consultant:

EHRA Engineering
Attn: Fred Signorelli P.E.
10011 Meadowglen Lane
Houston, TX 77042

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days' written notice is given of such new address to the other party.

21. No Third-Party Beneficiary

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit Consultant and the City only. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder.

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

24. Complete Agreement

This Agreement represents the entire and integrated agreement between the City and Consultant in regard to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either whether written or oral, on the subject matter hereof. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and Consultant accept and agree to these terms.

25. No Assignment

Consultant may not sell or assign all or part interest in this Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.

26. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

27. Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

28. Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29. Authority

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the day of , 2021, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, Interim City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

CONSULTANT:

EHRA Engineering
(Company Name)

S. Hasan Syed
(Signature)

A. HASAN SYED
(Printed Name)

E.Y.P.
(Title)

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me on this day personally appeared Hasan Syed, in his/her capacity as E.Y.P. of , EHRA Engineering , on behalf of such corporation/ other,

- ☒ known to me;
☐ proved to me on the oath of _____; or
☐ proved to me through his/her current _____
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this 18 day of October, 2021.

Jessica Heredia
Notary Public in and for the State of Texas

\\COBFS01\Legal\Karen\Files\Engineering\Engineering Agreements\Forms 2020\Agreement.



EXHIBIT "A"

SCOPE OF WORK

SCOPE OF SERVICES

The Scope of Basic Services is based on “Exhibit A” of the District’s Request for Qualifications (SOQ 21-0632), which Engineer has previously replied to and has been selected to provide professional planning services as follows:

A. BASIC SERVICES

The Scope of the Project is, in general, to produce a Preliminary Engineering Report (PER) for the Northern San Jacinto Boulevard District (SJBD). The northern area of the SJBD is developing, and a plan for the provision of streets, traffic, drainage and other utilities is required to ensure that the development supports the long-term vision of the SJBD. The study area is generally composed of undeveloped parcels and is generally bounded by Interstate 10 (I-10), San Jacinto Boulevard, Goose Creek, and 1,200-feet south of Interstate 10 (I-10). The study shall include the following components:

Task 1 – Park and Ride Parking Lot

- Determine optimal location for a Park and Ride facility to be located on the western portion of the project area. Parking lot shall be planned for future commercial pad sites.

Task 2 – Roadway (Lone Star Avenue)

- 30% Level of Design Plans consisting of Plan & Profile showing Storm Sewer, and Typical Sections for Lone Star Avenue.
- TxDOT Driveway/Street Tie-in Forms and Exhibits to acquire TxDOT Driveway Permit
 - TxDOT Driveway Permit does not include Traffic Study to determine if a deceleration lane is required.
 - It is anticipated that TxDOT will not receive any drainage/developed flow.

Task 3 – Drainage

- Detention size and configuration will be determined for interim and ultimate conditions for two (2) sub-regional detention ponds located in the project area and will be shown in plan view exhibits.
- Detention Ponds will accommodate future Goose Creek expansion and buffer.
- The PER will determine the size, type and location of the storm drainage trunk line and stubouts within the project area to accommodate 100 year developed flows from adjacent undeveloped properties within the project area. Engineer to determine optimal configurations (shared or individual) for stubouts.

Task 4 – Utilities

- Determine the size, type and location and provide plan view exhibits of water line and sanitary sewer within the Lone Star Avenue ROW and service lines to adjacent undeveloped properties in the project area based on the land plan.

Task 5 – Traffic Signal Warrant Analysis Study

- Engineer will perform Traffic Signal Warrant Analysis (TSWA) for the intersections of San Jacinto Boulevard at Lone Star Avenue and John Martin Road at Lone Star Avenue under proposed roadway and traffic conditions.
- Field Reconnaissance and Data Collection
 - Perform a preliminary site visit to collect basic geometry data, road inventory, land uses, traffic control, and to identify traffic operations issues within the study network.

- Collect 24-hr Turning Movement Counts (TMC) at the following intersections on a typical weekday:
 - San Jacinto Blvd. at Lone Star Avenue
 - John Martin Road at Chevrolet/Ford Private Drive
- Obtain travel demand model data from Houston-Galveston Area Council (H-GAC);
- Obtain and assess the planned roadway system and land developments in the area;
- Collect crash records for 3-5-year period for the study intersections;
- Signal Warrant Analysis
 - Conduct traffic signal warrant analysis for the following two intersections based on the proposed roadway geometry and traffic conditions, and in accordance with the Texas Manual of Uniform Traffic Control Devices (TMUTC), latest edition:
 - San Jacinto Boulevard at Lone Star Avenue
 - John Martin Road at Lone Star Avenue
- Report Preparation
 - Upon the completion of all tasks, a draft study will be prepared and submitted to the City of Baytown for review and comments. The draft report will present all the work performed along with supportive justification data, spread sheets, exhibits, and print outs of analyses results. The final report will be published after the City's comments have been addressed.

Task 6 – Project Management

- Engineer to calculate and quantify all items to be included in the Opinion of Probable Construction Cost Estimate.
- Engineer will prepare Opinion of Probable Construction Cost Estimate (with 15% contingency).
- OPCC will include itemized bid items with level of detail typical of 30% design effort.
- OPCC will be separated between Roadway, Drainage, and Utilities.
- Engineer will attend one (1) design kick-off meeting with City.
 - Review City information resources and make arrangements to obtain these.
 - Discuss objectives of project and adjacent projects.
- Engineer will attend five (5) project update meetings with the City occurring monthly.
- Engineer will provide monthly progress reports to the City.
- Engineer will procure such additional data as required through other services and/or sub consultants.
- Engineer will coordinate with property owners for right-of-entry for Surveyor.
- Engineer will provide all project information necessary to ensure timely execution of the environmental review.
- Engineer will provide project schedules by milestone dates.
- Upon City Review comments being issued, Engineer will review consolidate and prepare detailed responses to the City.
- Engineer will review report per comments and submit final formal report (sign and sealed).

- Coordination with Harris County Flood Control District, Centerpoint Electric and Gas, AT&T, Texas Commission on Environmental Quality, and Pipeline Companies as identified by the SUE Consultant.

Task 7 – Geotechnical (Geotest)

The proposed pavement will be either concrete or asphalt pavement. Based on the provided information, the depth of the proposed utilities will be placed at about 15 feet and will be constructed by open cut method of construction except at roadway crossing at John Martin Road where the utilities will be constructed by trenchless method of construction. The project also includes two detention ponds, approximately 15.4 acres and 28.0 acres respectively. The proposed detention ponds will be maximum 10 feet deep.

The purposes of this investigation are to evaluate the soil and water level conditions along project alignment to provide geotechnical recommendations for the pavement and sanitary sewer extension. Based on the information provided to us on August 26, 2021, phone call conversation on August 30, 2021, and email on September 24, 2021, the scope of this study will consist of the following:

- Calling Texas 811 and coordinating with utility locators to get areas for the proposed borings cleared;
- Drilling and sampling
 - ten (10) 25-foot borings for the proposed roadway extension;
 - seven (7) 20-foot borings for the proposed 15.4 acres detention pond;
 - ten (10) 20-foot borings for the proposed 28.0 acres detention pond.
- Convert two (2) 25-foot borings and three (3) 20-foot borings into piezometers for steady state long term water level measurements.
- Grouting all boreholes using non-shrink cement bentonite grout after completion of drilling and water level measurements. The use of cement bentonite grout will eliminate the potential problems and safety hazards associated with surface settlements that might occur if boreholes are backfilled with soil cuttings.
- Performing appropriate laboratory tests including consolidated undrained (CU) triaxial tests, permeability tests, double hydrometer and crumb tests on representative soil samples per HCEC and HCFCD criteria to evaluate the engineering properties of the soils;
- Perform engineering analyses to develop geotechnical recommendations for the open cut excavation for the proposed waterline and sanitary sewer and pavement recommendations including flexible and rigid and subgrade recommendations;
- Perform side slope stability and erosion characteristics of soil of the detention ponds;
- Submit a geotechnical investigation report containing a plan showing the locations of the borings and recommendations as outlined above.

It is assumed that the borings will be located and tied-in by the surveyors after completion of drilling.

Task 8 – Environmental (The Goodman Corporation)

- **Background** – The objective of this Phase I Environmental Site Assessment (ESA) is to review available data for the subject property and provide an opinion regarding the presence or absence of potential environmental impacts from current or past uses of the site. The Phase I ESA will be conducted based on the American Society for Testing and Materials (ASTM) Standard E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries. These standards provide protection from liability and support an Innocent Landowner Defense if contamination is present.
- TGC will complete Phase I ESAs for the area of the Northern San Jacinto Boulevard District in Baytown that includes Lone Star Avenue and two sub-regional detention ponds.
- This Phase I will include:
 - **Regulatory Agency Inquiry** – An online database report will be run to review state, federal, and local regulatory records to identify registered or documented facilities that could potentially impact the site. The search radii and database review are in accordance with the guidelines set forth in ASTM 1527-13.
 - **Determine Existing Site and Site Vicinity Conditions** – TGC will perform a site visit to the project location. Staff will visually observe and record any evidence of sources of potential environmental impacts in the subject area and vicinity (gas stations, dry cleaners, transformers with PCBs, tanks, staining, distressed vegetation, etc.). Because no existing structures are within the project footprint, TGC will not access any buildings or survey building materials (asbestos, lead-based paint). The scope of the Phase I ESA does not include investigation of asbestos, lead-based paint, lead in drinking water, subsurface investigation, wetlands, regulatory compliance, air quality, mold, ecological resources, endangered species, or cultural and historic resources.
 - **Final Phase I ESA Report** - Pertinent data and observations will be compiled and presented in a final report. The report will include an opinion by TGC regarding the absence or presence of potential environmental impacts. If it is determined that there is a possibility for environmental contamination to be present, TGC will provide a recommendation to address these findings (ie, a Phase II ESA with soil and/or groundwater sampling).
- Note that the findings the Phase I ESA are opinions based on professional knowledge and judgment concerning the significance of the data gathered during the course of the site assessment. The Phase I ESA provides analysis of existing available data and visual site inspection; no sampling is performed to more definitively categorize the condition of soil and groundwater in the project area during a Phase I ESA.
- Phase 2 ESA is not included in this scope as level of effort will be determined by Phase 1 ESA.

Task 9 – Survey (RODS/Survey)

- The scope of services included in this proposal are as follows: 1) establish project horizontal and vertical control network; 2) boundary recovery of approximately one hundred six (106) acres of undeveloped land adjacent to the proposed Lone Star Avenue extension, detention pond tracts and park & ride tract– as shown on the provided San Jacinto Blvd. District: Schematic Site Plan dated April 2, 2021 (copy included with this proposal; 3) topographic survey of the proposed Lone Star Avenue – X-sections extending seventy-five (75) feet in each direction from the proposed centerline to be collected on one-hundred (100) foot intervals; 4) topographic survey of two detention pond locations and one park & ride location as shown on the Schematic Site Plan approximately 73 acres and preparation of a topographic map; 5) coordination with geotechnical team to tie in bore hole locations; 6) preparation of eight (8) Category 1A, Condition II land title surveys and Metes & Bounds descriptions for ROW, park & ride, and detention pond acquisition. The price listed for the above survey services includes one (1) round of review and comments to be conducted simultaneously by all parties, addition revisions will be charged in accordance with RODS’ standard hourly rates. NOTE: surveys will not be signed and sealed until all reviews have been completed.

Note, this revised proposal is based on all surveying services being performed concurrently and does not include platting of the property, SUE services or obtaining right-of-entry.

Task 10 – Subsurface Utility Exploration (RODS SUE)

We understand the scope of work to consist of providing Quality Levels D & C SUE per ASCE Standard 38-02. This includes:

- SUE Quality Level D involves preliminary site visit, research to determine utility owners, contacting the utility companies to request the existing utility records, and drawing the information obtained into a utility base map.
- SUE Quality Level C involves correlating the Quality Level D information obtained from existing utility record investigation with the visible surface features obtained from a topographic survey performed by RODS Surveying. Limitations of a C&D investigation include utilities that have been sold or abandoned with no record or surface features.
- Utility Conflict Table & Utility Contact List will be developed per the City of Baytown standards.
- Schedule - Record Research will commence upon notice to proceed and will take approximately 6 weeks depending on the response from the utility companies. If the optional/additional services are selected, SUE fieldwork will begin 48 hours after the 811 One Call has been submitted, in accordance with 811 policies, and deliverables will be submitted within 7 business days of completed fieldwork and survey. All field work is dependent on the ability of RODS SUE being able to access the project location. Weather and soil conditions may inhibit our access to the project and cause delays. Right-of-Entry is the responsibility of EHRA Engineering and will be supplied to RODS SUE before field work commences.
- Deliverable
 - Digital CADD file in Auto CAD format in 1:1 model space suitable for 1-inch = 20-feet drawings with call outs showing the SUE Quality Levels D & C differentiated by symbology.
 - Utility Conflict Table & Contact List

EXHIBIT "B"

COMPENSATION

COMPENSATION

Engineer proposes to provide the above-described Scope of Services to Client for **a fixed fee**, as follows:

Task 1 – Park and Ride Parking Lot	\$2,160.00
Task 2 – Roadway (Lone Star Avenue)	\$25,780.00
Task 3 – Drainage	\$19,480.00
Task 4 – Utilities	\$13,190.00
Task 5 – Traffic Signal Warrant Analysis Study	\$15,400.00
Task 6 – Project Management	\$38,280.00
Task 7 – Geotechnical (Geotest)*	\$76,568.00
Task 8 – Environmental (The Goodman Corporation)*	\$9,500.00
Task 9 – Survey (RODS Survey)*	\$110,980.00
Task 10 – Subsurface Utility Exploration (RODS SUE)*	<u>\$19,710.00</u>
TOTAL	\$331,048.00

*Subconsultant

EXHIBIT "C"

SCHEDULE

PROJECT SCHEDULE

Basic Services are programmed to be complete within six (6) months of notice to proceed from City.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Northern San Jacinto Blvd District

Company Name: EHRA

Department: Engineering

Date: 10/28/21

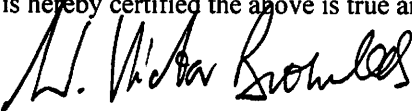
Council Date: 11/15/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

10/28/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. i.

Meeting Date: 12/09/2021

Subject: Stealth Partner Group Third Party Administrator

Prepared for: Carol Flynt, Human Resources **Prepared by:** Joey Lopez, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing payment to Stealth Partner Group for services as the carrier/administrator for the City of Baytown's 2022 stop loss coverage.

PREFACE

This proposed ordinance authorizes payment to the Stealth Partner Group for services as the administrator for the City of Baytown's 2022 stop loss coverage in an amount not to exceed \$2,500,000 for the calendar year January 1, 2022, through December 31, 2022. This reflects a cost savings of 4.55% or \$113,126 compared to the current plan.

The City receives quotes each year on the stop loss coverage for our medical plan. This year we received multiple quotes. The recommendation and option selected as presented by the Stealth Partner Group will be to use Sun Life as the carrier for the 2022 calendar year.

The City is self-insured. As a political subdivision, the City may not self-administer claims and therefore, utilizes an administrator in managing the plan, processing medical and pharmaceutical claims, flexible spending accounts (FSAs), PPO network fees, RX fees, stop loss fees and legislative fees mandated by the Affordable Care Act (ACA). Stop-loss insurance provides protection against catastrophic or unpredictable losses by capping the City's out-of-pocket claim expenses.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 56010-75069

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed: \$2,500,000

Fiscal Impact (Additional Information):

Attachments

Ordinance - Stop Loss Coverage

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT OF AN AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) TO STEALTH PARTNER GROUP AS THE CARRIER/ADMINISTRATOR FOR THE CITY OF BAYTOWN'S 2022 STOP LOSS COVERAGE; AUTHORIZING; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes payment of an amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00) to Stealth Partner Group as the carrier/administrator for the City of Baytown's 2022 stop loss coverage.

Section 2: That for the specific and aggregate stop loss coverage, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less; however, the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Stealth Partner Group Third Party Administrator Contract

Company Name: Sun Life Assurance Company of Canada

Department: Public Works

Date: 11/23/21

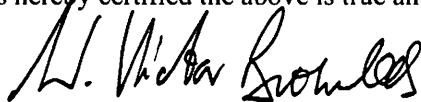
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/23/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. j.

Meeting Date: 12/09/2021

Subject: Approving an agreement with Lee College for use of the Lee College Natatorium for Life Guard Training

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Karen Horner, Legal

Department: Parks and Recreation

Information

ITEM

Consider an ordinance approving a pool usage agreement for use of the Lee College Natatorium in preparation of the 2022 swim season.

PREFACE

This proposed ordinance approves a pool usage agreement for use of the Lee College Natatorium for the 2022 swim season. The Parks and Recreation Department plans to use the Lee College pool for life guard training during the winter months in preparation of the 2022 swim season.

The City's aquatics staff has asked to utilize Lee College during the off-season to help with the lifeguard training. The agreement is similar to last year's agreement. This agreement is vital to our lifeguard training, as we do not have the ability to host classes that would meet the requirements for deep water certification. The agreement between Lee College and the City ensures that the City will have enough lifeguards trained and ready to serve the community by May. We hope to continue fostering this partnership for many years to come.

Attachments

Ordinance - Interlocal Agreement with Lee College

Exhibit A - Interlocal Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH LEE COLLEGE FOR USE OF THE LEE COLLEGE NATATORIUM FOR LIFE GUARD TRAINING; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute an interlocal agreement with Lee College for use of the Lee College Natatorium for life guard training. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

RIGHT OF ENTRY AND USE AGREEMENT

This Right of Entry and Use Agreement (the "Agreement") is entered into by and between **The Lee College District, a public community college established under the laws of the State of Texas ("College")**, on the one part, and the **City of Baytown, a home-rule municipal corporation ("RENTER")**, with an effective date of **November __, 2021 ("Effective Date")**. Individually, any of the parties shall be referred to as "Party" and collectively, all parties shall be referred to as "Parties".

The Parties agree as follows:

1. The College owns certain property and premises located at 200 Lee Drive, Baytown, TX 77520 ("Property") and certain facilities located at the Property, including an indoor swimming pool ("Pool"). Under the terms and conditions of this Agreement, the College hereby grants permission to RENTER to enter the Property and to enter the Pool for the limited purpose of lifeguard training ("Purpose") on the Property and inside the Pool at the times and locations set forth in Exhibit "A" ("Usage Time"). RENTER may not enter and/or use the Property any time other than the Usage Time unless it obtains the College's prior written consent. Notwithstanding anything contained herein, RENTER shall not perform any act or enter any part of the Property if and when such entry and use would cause a disruption of College business, classes, student instruction, or other activity. RENTER shall not commit or permit any unlawful or hazardous purpose or any act constituting a public or private nuisance; or do or engage in any act or thing that may disturb the quiet enjoyment of any other person at or near the vicinity of the Property; or keep any substance or carry on any operation that might emit significantly offensive odors into other portions of the Property, the surrounding or the adjacent properties; or do anything that would increase the insurance rate of the College in relation to the Property or its contents. RENTER shall not bring nor permit any other person to bring onto the Property any weapons, alcoholic or intoxicating beverages, any illegal drugs, or any controlled substance, except as such controlled substance is prescribed by a physician; or any firearms, knives, or any other item that could be construed as a weapon. During RENTER's use of the Property, the College and its agents, employees, and students shall have access to the Property and the Pool for any and all purposes necessary or advisable for the College. RENTER shall not interfere with the College's right of access. RENTER shall, upon request, provide a written account of all persons entering and/or accessing the Property by virtue of this Agreement and at what times said access is occurring.
2. In consideration for the use and access granted under this Agreement, RENTER shall pay a fee of \$25/day Mon-Thurs. and/or \$75/day Fri-Sun. to the College, which shall be due to the College on or before the first day of use requested in Exhibit A. If the fee payment is not received within thirty (30) days of the aforementioned date, the payment shall be considered late. Any such delinquent amounts shall bear simple interest at the rate specified by Section 2251.025 of the Texas Government Code, from the due date thereof until paid in full. Failure to timely deliver such fee shall be a material breach of this Agreement for which the College shall give RENTER written notice and ten (10) days to cure the default. If RENTER fails to

cure the breach within such period, such failure shall constitute cause for immediate termination in addition to any other remedy at law or equity to which the College is entitled.

3. RENTER shall follow all applicable laws and regulations and ordinances and comply with all College policies and procedures while on, in, or around the Property, the Pool, the parking lot, or any other portion or part of the Property and adjacent areas.
4. RENTER shall be solely responsible for setting up and taking down of any equipment or materials (collectively referred to as "Renter's Property") used in or about the Property and shall be solely responsible for the safety and security of the Renter's Property. RENTER shall remove any Renter's Property by the end of its usage time on each day or otherwise put such Renter's Property in storage where permitted by the College, if at all. The Parties may also agree to permit certain Renter's Property to remain in designated locations during the usage time, subject to the College's sole discretion. Details regarding the storage or permitted locations for Renter's Property shall be detailed on Exhibit "A,". The College shall not be responsible or liable for the security of or any damage to or loss of any Renter's Property.
5. RENTER assumes full responsibility for the conduct of RENTER and its directors, officers, employees, representatives, agents, guests, or invitees entering the Property.
6. RENTER shall be solely responsible for the costs of any repair or replacement of any College equipment or personal property or any damage to the Property or facilities located on the Property arising out of RENTER's use of the Property pursuant to this Agreement.
7. Any Renter's Property that RENTER does not wish to retain may, at the College's sole discretion, be left for the College's use after the termination of this Agreement and shall become the property of the College. RENTER must obtain written permission prior to leaving any such equipment at the College before the termination of this Agreement.
8. Any access to individuals granted by or in relation to this Agreement shall be regardless of race, sex, color, religion, creed, national origin or ancestry, age, disability, veteran status or other applicable protected class in accordance with State and Federal law.
9. This Agreement is for the use of the College's premises, as set forth herein, only. The Agreement is not a lease and does not create a leasehold interest, tenancy, or any other type of property interest in favor of RENTER. This Agreement is a non-exclusive agreement in that the College reserves the right to enter similar agreements with other persons or entities to permit the use of its facilities before, during, and after RENTER's use so long as such use does not unreasonable interfere with RENTER's use of the facilities. The granting of the use defined herein by the College shall not be deemed to have created, under the law of freedom of expression, a public forum entitling any user(s) to future use.
10. In permitting use of its facilities by RENTER, the College does not relinquish the right to control the management of the facilities and intends to enforce all necessary and proper rules for the management and operation of its facilities. A College administrator or designee shall

retain possession of the keys to the facilities, unless otherwise agreed. A College administrator or designee will lock and unlock all entrances and exits of the Property during the usage time.

11. RENTER shall be responsible for all costs associated with any security required by RENTER's use under this Agreement, including any additional security personnel costs the College must incur in relation to this Agreement, but not to exceed \$2,500.00 per day. The College reserves the right to make any determinations at its sole discretion regarding the use of security and the security needed in relation to this Agreement, and shall determine which security personnel or contractors shall be hired, if any, to assist as needed.
12. This Agreement shall commence on the Effective Date and terminate on October 31 of each year and shall automatically renew for one-year terms, subject to continued funding by RENTER, unless the governing body of either party gives thirty (30) days' notice of its desire to terminate the Agreement ("Term").
13. Either party to this Agreement shall have the right to terminate this Agreement, with or without cause, upon written notice to the other party at least thirty (30) days prior to the effective date of such termination. Termination shall be without any penalties and without further obligations upon the part of either party, other than those stipulated. If RENTER terminates this Agreement prior to the end of the Term, it shall not be entitled to a refund of the fees paid herein.
14. RENTER shall not make any additions or alterations to the Property or the improvements, fixtures, furnishings, and equipment owned by the College therein. At the end of each Usage Time, RENTER shall return the Property to the same condition as it was prior to such Usage Time.
15. The College reserves the right through its representatives to eject any person or persons who act in violation of the terms of this Agreement from the Property or any part of the Property or for any other reasonable basis as determined by the College, and upon the exercise of this authority,
16. **DISCLAIMER OF LIABILITY.** NEITHER PARTY NOR ANY OF ITS RESPECTIVE REGENTS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS SHALL BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS, LOSSES, DEMANDS, SUITS, COSTS, AND EXPENSES, AND OTHER FORMS OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES (EACH A "CLAIM") OR ANY INJURY TO ANY PERSON OR TO ANY PROPERTY (EACH A "LOSS") OF THE OTHER PARTY, OR SUCH PARTY'S REGENTS, OFFICERS, EMPLOYEES, AGENTS, MEMBERS, GUESTS, INVITEES, OR ANY THIRD PARTY, IN OR UPON THE PROPERTY OR PREMISES, RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, THEFT, OR VANDALISM.

The Parties understand that the College shall not have a lifeguard on duty and shall not provide any supervision of the RENTER's use of the Pool. RENTER and its invitees shall use the Pool at their own risk. RENTER is responsible for providing any lifeguard or other pool safety measures. All swimming pool rules as posted apply during RENTER's use. All individuals using the pool under this Agreement must sign a waiver in the form attached as Exhibit "B".

17. **Survival of the College Disclaimer. THE COLLEGE's DISCLAIMER OF LIABILITY AS SET FORTH IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**
18. This Agreement provides RENTER only with the right and privilege to enter and use the Property during the Usage Time for the Purpose and in the manner set forth in this Agreement. Nothing herein is intended to grant to RENTER the exclusive right to occupy or use the Property.
19. RENTER warrants that it shall have all necessary and appropriate licenses and permits to use the Property for the Purpose, including without limitation that it has all such licenses and permits as required by state and local law and that it has all required copyright, trademark and other such similar licenses. The provisions of this paragraph are material to this Agreement.
20. Absent prior written authorization, RENTER may not use or reference the College's name or logo on RENTER's promotional materials, in advertising to the general public or otherwise other than as permitted in advance in writing by the College at its sole discretion.
21. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between RENTER and the College, or by or between any employee or agent of the College or RENTER. This Agreement does not create a joint venture, business partnership or agency relationship between the parties.
22. This Agreement represents the entire agreement and understanding between the Parties as to the subject matter herein and supersedes all previous agreements or understandings between the Parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both Parties.
23. This Agreement shall be governed interpreted by, and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. The Parties agree this Agreement shall be performed primarily or exclusively in Harris County, Texas, and exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Harris County, Texas.
24. This Agreement shall not be assignable by RENTER in whole or in part without the prior written consent of the College.

25. Any provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.
26. The College and RENTER each represent that it has the authority to execute this Agreement and to perform its obligations under this Agreement. By signing below, the person executing this Agreement warrants and represents that he or she has the authority to do so and agrees to assume individual liability if not so authorized.
27. The College makes no representations that the Property is safe or suitable for the intended use. The College assumes no responsibility for improving, altering, or maintaining the Property to meet RENTER's requirements.
28. Neither party shall be liable for any delays resulting from acts of God, strikes, riots, acts of war, epidemics, or governmental regulations.
29. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of RENTER and shall be binding upon and inure to the benefit of College's legal representatives, successors, and assigns.
30. Nothing contained in this Agreement, including without limitation, any attachment, exhibit, or purchase order submitted pursuant to this Agreement shall operate to or be deemed as having waived any immunity to which the College or the RENTER is entitled under the law.

This Agreement is executed below on November, 2021 and entered into as of the Effective Date.

THE LEE COLLEGE DISTRICT

By (Please sign): _____

Name: Dr. Lynda Villanueva
Title: President of Lee College

CITY OF BAYTOWN
RENTER NAME

By (Please sign): _____

Name:
Title:

Exhibit A

*Date(s): December 19 – 21, 2021

Time(s): Sunday – Tuesday, 9:00 a.m. – 8:00 p.m.

Purpose(s): Lifeguard Training

Location(s): Lee College Swimming Pool/Gym Classroom 129

*Dates and times shall be revised by the parties in writing for any subsequent year.

Exhibit B

WAIVER AND REALEASE OF LIABILITY FORM
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE

I, the undersigned, wish to use the Lee College Swimming Pool as part of the City of Baytown lifeguard training program. I recognize and understand that using the Swimming Pool involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the pool and injuries resulting from tripping or falling over obstacles in the pool area.

In consideration of using the Swimming Pool, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Lee College or the City of Baytown, their respective directors, officers, regents, officers, employees, agents and representatives (all of whom are hereinafter referred to as “the Releasees”);
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation at the Swimming Pool due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from any damage to property of, or personal injury to, any third party, resulting from my participation at the Swimming Pool;
4. That this Agreement shall be effective and binding upon my heirs and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT

I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

(Please print name clearly)

Date of Birth

Address

Parent/Guardian if participant is under 18

City, State Postal Code

Phone Number

Participant's Signature & Date Signed

Witness & Date Signed

PLEASE READ CAREFULLY!



BAYTOWN CITY COUNCIL MEETING

9. k.

Meeting Date: 12/09/2021

Subject: Consider Purchasing Two Toro Groundsmaster 4000-D Bat Wing Mowers

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Scott Johnson, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider an ordinance approving the purchase of two (2) Toro Groundsmaster 4000-D Bat Wing Mowers from with Professional Turf Products, LP, through the Texas Local Government Purchasing Cooperative (Buyboard).

PREFACE

This ordinance approves the purchase of two (2) Toro Groundsmaster 4000-D Bat Wing Mowers from with Professional Turf Products, LP, through the Texas Local Government Purchasing Cooperative (Buyboard) in the total amount of \$166,876.68.

This request is to replace two current smaller out-front mowers with two larger Toro Batwing 400-D mowers for use on TX DOT right of ways. By upgrading the mowers, the Parks and Recreation Department can cut down mowing time by up to 50% allowing the crews to be more efficient in other community maintenance areas.

Fiscal Impact

Fiscal Year: 2021-22
Acct Code: 35004-84043
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: 166,876.68

Fiscal Impact (Additional Information):

Attachments

Ordinance - Purchase of 4000-D Bat Wing Mowers

Quote

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-SIX AND 68/100 DOLLARS (\$166,876.68) TO PROFESSIONAL TURF PRODUCTS, LP, FOR THE PURCHASE OF TWO (2) TORO GROUNDSMASTER 4000-D BAT WING MOWERS, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of ONE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-SIX AND 68/100 DOLLARS (\$166,876.68) to Professional Turf Products, LP, for the Purchase of two (2) Toro Groundsmaster 4000-D Bat Wing Mowers, through the Texas Local Government Purchasing Cooperative (Buy Board).

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



Professional Turf Products, L.P.
5520 Brittmoore
Houston, Texas 77041
Chris Wolfe
(281) 883-3632
wolfec@proturf.com



Ship To	City Of Baytown - Parks Dept.	Date:	11/12/2021
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	0.00000
Contact	Minh Kotlarz	Destination	4.50%
Address	1210 Park St., Baytown, TX 77520	Trade-In	\$0.00
		Finance	
Phone	7134195285	Account Type	Contract
Email		QMS: ID	88318
Comments:	BuyBoard Contract # 611-20		

Proposal

Qty	Model #	Description	Unit	Extended
2	30609	Groundsmaster 4000-D (T4)		
2	30671	Universal Sunshade, Red		
		Groundsmaster 4000-D (T4)	\$	159,690.60

SubTotal	\$	159,690.60
Destination	\$	7,186.08
Tax (Estimated)	\$	-
TOTAL	\$	166,876.68

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.
Due to unexpected issues with much of our supply chain, we are experiencing longer lead times than we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

Terms & Conditions:

- Prices & Finance Rates are subject to change at any time.
- Due to the volatility of inflation, rising transportation costs, and supply shortages, some orders may incur additional cost increases that are beyond the control of PTP and the vendors we represent. These pricing adjustments may be made from the time the order is entered through equipment delivery. Any adjustments will be communicated to customers with orders in the system with a new sale price as they occur.
- Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time will be estimated once credit is approved & documents are executed. Delivery time contingent on Manufacturer
- Payments by Credit Card are subject to convenience fee.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase & credit is approved, said equipment availability will be determined.
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.
- This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
 - PTP will work with third party financial institutions to secure leases when requested to do so.
 - When using third party financiers, documentation fees & advance payments may be required.
 - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider Purchasing Two Toro Groundsmaster 4000-D Bat Wing Mow

Company Name: Professional Turf Products, LP

Department: Parks & Recreation

Date: 11/23/21

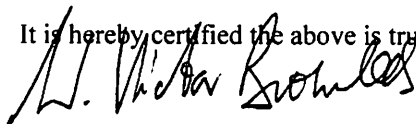
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/23/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9.1.

Meeting Date: 12/09/2021

Subject: Industrial District Agreement with NNN Opp IV Owner II, LLC

Prepared for: Victor Brownlees, Finance

Prepared by: Karen Horner, Legal

Department: Finance

Information

ITEM

Consider an ordinance authorizing an Industrial District Agreement with NNN Opp IV Owner II, LLC.

PREFACE

This proposed ordinance authorizes an Industrial District Agreement with NNN Opp IV Owner II, LLC, for tax years 2021 through 2027 with the following base values:

Year	Base Value
2021	\$27,305,920.00
2022	\$27,305,920.00
2023	\$27,305,920.00
2024	\$27,305,920.00
2025	\$27,305,920.00
2026	\$33,000,000.00
2027	\$33,000,000.00

Plus, one-half of the value of the personal property and inventory stored or held at the site, which is not owned by NNN Opp IV Owner II, LLC, as assessed each year by the Chambers County Appraisal District.

The first payment pursuant to this agreement will be for the tax year 2021 based upon a yearly payment rate of .66. Since this is a new company logistics agreement, the following added value component is included, which will capture incremental increases in value of NNN Opp IV Owner II, LLC's property over the term of the agreement:

ADDED VALUE	
INDUSTRIAL	
TAX YEAR	DISTRICT
	PAYMENT
	RATE
2021	.00
2022	.00
2023	.25

2024	.35
2025	.45
2026	.55
2027	.66

NNN Opp IV Owner II, LLC, purchased the property owned by P8/CPL 1 Propco, LLC, which just recently entered into an Industrial District Agreement with the City. This agreement will replace the agreement of P8/CPL 1 Propco, LLC.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact.

Attachments

Ordinance - Industrial District Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,
TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE
AND THE CITY CLERK TO ATTEST TO AN INDUSTRIAL DISTRICT
AGREEMENT WITH NNN OPP IV OWNER II, LLC; AND PROVIDING FOR
THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Mayor and City Clerk of the City of Baytown to execute and attest to an Industrial District Agreement with NNN Opp IV Owner II, LLC. A copy of said Industrial District Agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



BAYTOWN CITY COUNCIL MEETING

9. m.

Meeting Date: 12/09/2021

Subject: Supplement to Section 212 Agreement for the Hydrotreater Property

Prepared for: Victor Brownlees, Finance

Prepared by: Karen Horner, Legal

Department: Finance

Information

ITEM

Consider an ordinance authorizing a Supplement to the Section 212 Agreement with Enterprise Products Operating, LLC, for the Hydrotreater Property and removing such properties from Industrial District No. 2.

PREFACE

This proposed ordinance authorizes a Supplement to the Section 212 Agreement (the "Agreement") with Enterprise Products Operating, LLC ("EPOLLC"), for Hydrotreater Property and removes such properties from Industrial District No. 2.

The Agreement with EPOLLC requires EPOLLC to add property to the Agreement prior to or within a reasonable time following commencement of construction of buildings, industrial plants or other structures on property within the City's extraterritorial jurisdiction and not subject to the Agreement. To do so, EPOLLC must give the City notice of commencement of such construction and provide supplements for the parties to execute. On or about November 30, 2021, the City received a notice and supplement for the Hydrotreater Property, consisting of 2.69 acres.

Additionally, at the time a Supplement for added property is executed, the City is required to remove any industrial district designation from such property. Therefore, this ordinance also removes the above-referenced property from Industrial District No. 2.

Attachments

Ordinance - Supplement to Section 212 Agreement for Hydrotreater Property

Exhibit A - Supplement to Section 212 Agreement for Hydrotreater Property

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A SUPPLEMENT TO THE SECTION 212 AGREEMENT WITH ENTERPRISE PRODUCTS OPERATING, LLC, FOR THE HYDROTREATER PROPERTY; REMOVING SUCH PROPERTY LOCATED WITHIN THE CITY OF BAYTOWN'S EXTRATERRITORIAL JURISDICTION FROM BAYTOWN INDUSTRIAL DISTRICT NO. 2; REPEALING CONFLICTING ORDINANCES; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, Section 42.044 of the Texas Local Government Code expressly provides for the establishment of industrial districts by municipalities within their extraterritorial jurisdictions; and

WHEREAS, the City Council, through Ordinance No. 893, established Baytown Industrial District No. 2; and

WHEREAS, Industrial District No. 2 was amended by Ordinance Nos. 1806, 11,965, 12,378, 12,922, 14,173, 14,312 , and 14,636; and

WHEREAS, the City Council desires to amend the boundaries of Baytown Industrial District No. 2 again in order to remove certain property within its extraterritorial jurisdiction from such industrial district; and

WHEREAS, the City Council believes removing such additional property within its extraterritorial jurisdiction from the industrial district will be for the mutual advantage to industry and the citizens of Baytown; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the Supplement to the Section 212 Agreement with Enterprise Products Operating, LLC, for the Hydrotreater Property, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown, Texas, hereby removes from Baytown Industrial District No. 2 the property that is described Exhibit "A."

Section 3: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 4: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

Section 5: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

Hydrotreater

SUPPLEMENT TO SECTION 212 AGREEMENT

This Supplement to Section 212 Agreement ("***Supplement***") dated _____, 2021 (the "***Supplement Effective Date***"), is made by and between the City of Baytown, Texas (the "***City***"), a home rule municipal corporation, and Enterprise Products Operating LLC, a Texas limited liability company ("***Enterprise***").

RECITALS

WHEREAS, reference is here made to that certain Section 212 Agreement (the same, as heretofore amended and as heretofore supplemented, is herein called the "Section 212 Agreement") dated September 24, 2019, between Enterprise Products Operating LLC, a Texas limited liability company, and the City of Baytown, Texas, a home rule municipal corporation, a copy of which is filed for record as Document Number 2019-146367 in the Real Property Records of Chambers County, Texas; and

WHEREAS, Enterprise owns the real property described in Schedule 1 attached hereto and has elected, pursuant to Section 4.4 of the Section 212 Agreement, to include such land as an Added Tax Parcel for purposes of the Section 212 Agreement; and

WHEREAS, in furtherance thereof and as provided for in the Section 212 Agreement, the City and Enterprise execute and deliver this instrument as a "Supplement" for purposes of the Section 212 Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and in the Section 212 Agreement, the City and Enterprise hereby agree as follows:

1. Defined Terms. Words with initial capital letters used but not defined herein shall have the respective meanings ascribed to them in the Section 212 Agreement.

2. Added Tax Parcel. The land described on Schedule 1 attached hereto is hereby designated to be and constitutes an Added Tax Parcel for purposes of the Section 212 Agreement, effective as of the next occurring January 1 after the Supplement Effective Date.

3. Representations and Warranties. The City hereby makes to Enterprise the representations and warranties set forth in Section 2.1 of the Section 212 Agreement, with the references therein to the “Agreement” being for purposes hereof a reference to this Supplement and references to the “Effective Date” meaning the Supplement Effective Date for purposes of this Supplement. Enterprise hereby makes to the City the representations and warranties set forth in Section 2.2 of the Section 212 Agreement, with the references therein to the “Agreement” being for purposes hereof a reference to this Supplement and references to the “Effective Date” meaning the Supplement Effective Date for purposes of this Supplement.

(See Following Pages for Signatures)

CITY OF BAYTOWN, TEXAS

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before on the _____ day of _____,
2021 by _____, _____ of the City
of Baytown, a home rule municipal corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.
Its: Sole Manager

By: 
 Name: Penny R. Houy

Title: Vice President-Tax

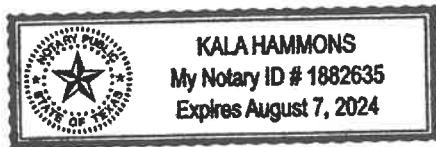
THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of November, 2021 by Penny R. Houy, Vice President-Tax of Enterprise Products OLPGP, Inc., Sole Manager of ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company, of behalf of said liability company.





Notary Public in and for the State of Texas

Printed Name: Kala Hammons

My Commission Expires: 8/7/2024

Schedule 1 to Supplement

**SURVEY DESCRIPTION
HYDROTREATER
HANNAH NASH SURVEY, A-20
CHAMBERS COUNTY, TEXAS**

AN AREA OF LAND LYING IN THE HANNAH NASH SURVEY, ABSTRACT NUMBER 20, CHAMBERS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT HAVING A TEXAS SOUTH CENTRAL STATE PLANE COORDINATE, ZONE 4204, NAD 83, OF X=3258996.949, Y=13885942.052 AND RUNNING THENCE N78°07'12"E A DISTANCE OF 320.84 FEET TO A POINT; THENCE PROCEED S11°52'48"E A DISTANCE OF 365.79 FEET TO A POINT; THENCE PROCEED S78°07'12"W A DISTANCE OF 320.84 FEET TO A POINT; THENCE PROCEED N11°52'48"W A DISTANCE OF 365.79 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 117360.06 SQUARE FEET OR 2.69 ACRES.



BAYTOWN CITY COUNCIL MEETING

9. n.

Meeting Date: 12/09/2021

Subject: Authorize Payment of Harris County Appraisal District Annual Assessment

Prepared for: Victor Brownlees, Finance **Prepared by:** Elizabeth Donato, Finance

Department: Finance

Information

ITEM

Consider an ordinance authorizing the payment of an annual assessment to the Harris County Appraisal District.

PREFACE

his proposed ordinance authorizes the payment of an annual assessment to the Harris County Appraisal District ("HCAD") for appraisal services for the 2022 tax year.

HCAD assessment is made in accordance with Section 6.06 of the Texas Property Tax Code to all participating entities. The City of Baytown is taxing unit 51 as shown on page 1 of Harris County's assessment detail. The estimated payment is \$260,531 for the 2020 tax year. The assessment is paid quarterly with the first payment due prior to December 31, 2021.

Since all units have not levied for 2021, the statement uses the tax levy for 2020 in calculating the 2022 assessment as required by Section 6.06(e) of the Texas Property Tax Code. The 2022 second quarter statement will reflect a recalculation and adjustment of the assessment using the 2021 levy.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 10320-74021

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

Attachments

Ordinance - Payment of Harris County Appraisal District Annual Assessment

HCAD Bill

Annual Allocation Estimate

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF AN ANNUAL ASSESSMENT TO THE HARRIS COUNTY APPRAISAL DISTRICT FOR APPRAISAL SERVICES FOR THE 2022 TAX YEAR IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$260,531.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, each taxing unit participating in the Harris County Appraisal District (the "District") is assessed for a portion of the operations budget of the District in accordance with Section 6.06 of the Texas Tax Code; and

WHEREAS, each taxing unit is obligated to pay its allocation in four equal payments with the first such payment being due before December 31, 2021; and

WHEREAS, the City of Baytown has been billed for its first quarterly payment in the amount of SIXTY-FIVE THOUSAND ONE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$65,133.00); and

WHEREAS, the City Council desires to authorize funding for all quarterly payments for tax year 2022 in an amount not to exceed TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$260,531.00); NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of an annual assessment to Harris County Appraisal District for appraisal services for the 2022 tax year in an amount not to exceed TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100 DOLLARS (\$260,531.00).

Section 2: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 1 may not be increased by more than twenty-five percent (25%).

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

R:\Karen Horner\Documents\Files\City Council\Ordinances\2021\December 9\AuthorizeHCADAnnualAssessment.docx



HARRIS COUNTY APPRAISAL DISTRICT
BUDGET AND FINANCE DIVISION
ACCOUNTS RECEIVABLE
PO BOX 920975
HOUSTON, TX 77292-0975
PHONE 713-957-7470
FAX 713-957-7410

INVOICE

Invoice Number: PSI21002823
Invoice Date: 11/17/2021

CITY OF BAYTOWN
VICTOR BROWNLEES DIR OF FINANCE
PO BOX 424
BAYTOWN, TX 77522-0424

CITY OF BAYTOWN
VICTOR BROWNLEES DIR OF FINANCE
PO BOX 424
BAYTOWN, TX 77522-0424

Customer ID 051

Due Date 12/31/2021
Terms DUE LAST BUSINESS DAY OF QTR

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Qtr 1 QUARTERLY ASSESSMENT		1	1	65,133.00	65,133.00

W. Victor Brownlee
11/24/21

Subtotal: 65,133.00
Invoice Discount: 0.00
Tax: 0.00

Total: 65,133.00

PENALTY AND INTEREST APPLY IF
NOT PAID BY DUE DATE.

* SEC 6.06(e), TEXAS PROPERTY TAX CODE

MAIL TO:

HARRIS COUNTY APPRAISAL DISTRICT
BUDGET AND FINANCE DIVISION
ACCOUNTS RECEIVABLE
PO BOX 920975
HOUSTON, TX 77292-0975

		HARRIS COUNTY APPRAISAL DISTRICT						1ST QUARTER 2021 ALLOCATION				
JUR No.	TAXING UNIT	TAXABLE VALUE AS OF 10/01/2021	2020 TOTAL TAX RATE	2020 TOTAL LEVY	2020 FROZEN LEVY LOSS	2020 ADJ. LEVY FOR CALC.	ALLOCATION RATIO	2022 BUDGET ALLOCATION	1ST QTR 2022 BILLING	2ND QTR 2022 BILLING	3RD QTR 2022 BILLING	4TH QTR 2022 BILLING
								94,597,473				
001	HOUSTON ISD	\$ 195,503,712,669	\$1.133100	2,215,252,568	61,128,631	2,154,123,937	0.1672270286	15,819,254	3,954,814	3,954,814	3,954,814	3,954,814
002	DEER PARK ISD	\$ 11,339,480,340	\$1.349600	153,037,627	1,448,004	151,589,623	0.0117680704	1,113,230	278,308	278,308	278,308	278,308
003	WALLER ISD	\$ 2,567,507,606	\$1.366400	35,082,424	254,438	34,827,986	0.0027037351	255,767	63,942	63,942	63,942	63,942
004	CYPRESS FAIRBANKS ISD	\$ 58,649,873,789	\$1.355500	794,999,039	14,361,188	780,637,851	0.0606017815	5,732,775	1,433,194	1,433,194	1,433,194	1,433,194
005	CROSBY ISD	\$ 2,363,299,340	\$1.478300	34,936,654	1,465,579	33,471,075	0.0025983967	245,802	61,451	61,451	61,451	61,451
006	CHANNELVIEW ISD	\$ 4,138,878,229	\$1.313800	54,376,582	1,114,689	53,261,893	0.0041347798	391,140	97,785	97,785	97,785	97,785
007	NEW CANEY ISD	\$ 71,996,984	\$1.476100	1,062,747	41,412	1,021,335	0.0000792874	7,500	1,875	1,875	1,875	1,875
008	ALIEF ISD	\$ 17,234,017,034	\$1.204800	207,635,437	4,153,262	203,482,175	0.0157965467	1,494,313	373,578	373,578	373,578	373,578
009	ALDINE ISD	\$ 22,704,326,320	\$1.274400	289,343,935	4,668,467	284,675,468	0.0220996721	2,090,573	522,643	522,643	522,643	522,643
015	GALENA PARK ISD	\$ 9,707,752,536	\$1.458100	141,548,740	1,422,026	140,126,714	0.0108781921	1,029,049	257,262	257,262	257,262	257,262
016	GOOSE CREEK ISD	\$ 11,401,762,299	\$1.341100	152,909,034	1,762,680	151,146,354	0.0117336590	1,109,974	277,494	277,494	277,494	277,494
017	KLEIN ISD	\$ 24,462,007,703	\$1.337300	327,130,429	9,371,105	317,759,324	0.0246680085	2,333,531	583,383	583,383	583,383	583,383
018	HUMBLE ISD	\$ 19,465,791,623	\$1.384100	269,416,289	6,878,039	262,538,250	0.0203811353	1,928,004	482,001	482,001	482,001	482,001
019	KATY ISD	\$ 26,572,984,355	\$1.388800	369,045,607	2,658,440	366,387,167	0.0284430418	2,690,640	672,660	672,660	672,660	672,660
020	LA PORTE ISD	\$ 12,255,707,609	\$1.269700	155,610,720	1,551,911	154,058,809	0.0119597561	1,131,363	282,841	282,841	282,841	282,841
021	PASADENA ISD	\$ 16,301,327,858	\$1.383000	225,447,364	8,285,449	217,161,915	0.0168585201	1,594,773	398,693	398,693	398,693	398,693
023	SHELDON ISD	\$ 5,721,131,835	\$1.501600	85,908,516	319,089	85,589,427	0.0066444021	628,544	157,136	157,136	157,136	157,136
024	SPRING ISD	\$ 15,437,883,261	\$1.384300	213,706,618	5,906,747	207,799,871	0.0161317343	1,526,021	381,505	381,505	381,505	381,505
025	SPRING BRANCH ISD	\$ 36,149,142,417	\$1.307300	472,577,739	22,723,965	449,853,774	0.0349226471	3,303,594	825,899	825,899	825,899	825,899
026	TOMBALL ISD	\$ 12,030,404,953	\$1.290000	155,192,224	3,185,676	152,006,548	0.0118004368	1,116,292	279,073	279,073	279,073	279,073
027	CLEAR CREEK ISD	\$ 17,775,697,730	\$1.265900	225,022,558	8,056,486	216,966,072	0.0168433166	1,593,335	398,334	398,334	398,334	398,334
028	DAYTON ISD	\$ 4,891,767	\$1.199600	58,682	737	57,945	0.0000044983	426	107	107	107	107
029	PEARLAND ISD	\$ 214,572,685	\$1.318500	2,829,141	323,860	2,505,281	0.0001944877	18,398	4,600	4,600	4,600	4,600
030	HUFFMAN ISD	\$ 1,486,452,369	\$1.342100	19,949,677	726,135	19,223,542	0.0014923448	141,172	35,293	35,293	35,293	35,293
031	STAFFORD MSD	\$ 10,518,394	\$1.222300	128,568	4,945	123,623	0.0000095970	908	227	227	227	227
040	HARRIS COUNTY	\$ 498,252,436,440	\$0.391200	1,948,964,230	0	1,948,964,230	0.1513002532	14,312,622	3,578,156	3,578,156	3,578,156	3,578,156
041	HARRIS COUNTY FLOOD CONTROL	\$ 489,479,966,069	\$0.031400	153,794,605	0	153,794,605	0.0119392456	1,129,422	282,356	282,356	282,356	282,356
042	PORT OF HOUSTON AUTHORITY	\$ 489,453,884,649	\$0.009900	48,504,880	0	48,504,880	0.0037654876	356,206	89,052	89,052	89,052	89,052
043	HARRIS COUNTY HOSPITAL DISTRICT	\$ 489,583,776,602	\$0.166700	816,185,114	0	816,185,114	0.0633613550	5,993,824	1,498,456	1,498,456	1,498,456	1,498,456
044	HARRIS COUNTY DPT OF EDU	\$ 498,399,803,922	\$0.005000	24,885,102	0	24,885,102	0.0019318580	182,749	45,687	45,687	45,687	45,687
045	LONE STAR COLLEGE SYSTEM DISTRICT	\$ 164,191,468,978	\$0.107800	176,998,404	594,709	176,403,695	0.0136944143	1,295,457	323,864	323,864	323,864	323,864
046	LEE JR COLLEGE DISTRICT	\$ 11,527,446,060	\$0.230100	26,524,653	312,504	26,212,149	0.0020348782	192,494	48,124	48,124	48,124	48,124
047	SAN JACINTO COMMUNITY COLLEGE DIST	\$ 63,836,254,754	\$0.169400	108,111,804	0	108,111,804	0.0083928392	793,941	198,485	198,485	198,485	198,485
048	HOUSTON COMMUNITY COLLEGE	\$ 213,787,626,693	\$0.100300	214,349,888	0	214,349,888	0.0166402194	1,574,123	393,531	393,531	393,531	393,531
051	CITY OF BAYTOWN	\$ 4,540,364,848	\$0.795200	36,102,711	625,887	35,476,824	0.0027541052	260,531	65,133	65,133	65,133	65,133
052	CITY OF BELLAIRE	\$ 4,907,356,068	\$0.447300	21,950,604	0	21,950,604	0.0017040497	161,199	40,300	40,300	40,300	40,300
053	CITY OF BUNKER HILL VILLAGE	\$ 2,336,622,409	\$0.275000	6,425,712	0	6,425,712	0.0004988351	47,189	11,797	11,797	11,797	11,797
054	CITY OF DEER PARK	\$ 3,250,108,343	\$0.720000	23,400,780	704,608	22,696,172	0.0017619290	166,674	41,669	41,669	41,669	41,669
055	CITY OF HEDWIG VILLAGE	\$ 1,182,619,841	\$0.374900	4,433,961	0	4,433,961	0.0003442133	32,562	8,141	8,141	8,141	8,141
056	CITY OF EL LAGO	\$ 288,748,680	\$0.485400	1,401,641	0	1,401,641	0.0001088109	10,293	2,573	2,573	2,573	2,573
057	CITY OF GALENA PARK	\$ 675,327,959	\$0.964300	6,511,917	0	6,511,917	0.0005055273	47,822	11,956	11,956	11,956	11,956
058	CITY OF FRIENDSWOOD	\$ 776,189,298	\$0.487300	3,782,479	9,718	3,772,761	0.0002928836	27,706	6,927	6,927	6,927	6,927
059	CITY OF PEARLAND	\$ 1,327,045,452	\$0.720000	9,554,727	521,664	9,033,063	0.0007012467	66,336	16,584	16,584	16,584	16,584
060	CITY OF HILSHIRE VILLAGE	\$ 263,942,693	\$0.590100	1,557,579	0	1,557,579	0.0001209166	11,438	2,860	2,860	2,860	2,860
061	CITY OF HOUSTON	\$ 253,693,349,031	\$0.561800	1,425,350,712	0	1,425,350,712	0.1106515555	10,467,358	2,616,840	2,616,840	2,616,840	2,616,840
062	CITY OF HUMBLE	\$ 2,106,174,359	\$0.258700	5,448,526	0	5,448,526	0.0004229751	40,012	10,003	10,003	10,003	10,003
063	CITY OF KATY	\$ 988,571,830	\$0.447200	4,420,577	0	4,420,577	0.0003431743	32,463	8,116	8,116	8,116	8,116



BAYTOWN CITY COUNCIL MEETING

9. o.

Meeting Date: 12/09/2021

Subject: Rental agreement between Enterprise Rent-a-car and Baytown Police Department

Prepared for: John Stringer, Police

Prepared by: Shawn Fischer, Police

Department: Police

Information

ITEM

Consider an ordinance authorizing the rental of twelve (12) vehicles from EAN Holdings, LLC., d/b/a Enterprise Rent-A-Car, through an interlocal agreement between Harris County and the City of Baytown, based on an award between Harris County and Enterprise Rent-A-Car.

PREFACE

This proposed ordinance authorizes the rental of twelve (12) vehicles from EAN Holdings, LLC., d/b/a Enterprise Rent-A-Car, through an interlocal agreement between Harris County and the City of Baytown, based on an award between Harris County and Enterprise Rent-A-Car, in the amount not to exceed \$96,250 yearly.

These vehicles are long-term rental units operated by the Baytown Police Department Investigations Bureau that assist them in accomplishing clandestine/covert operations. The Police department added four (4) rental vehicles in FY 2017-18, four (4) rental vehicles in FY 2018-19, three (3) rental vehicles in FY 2019-20, and one (1) rental vehicle in FY 2020-21. The rental vehicles are funded by budgeted funds from the Police Department FY 2021-22 operations budget.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 20020-74011

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed: \$96,250.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - Payment for Rental Vehicles

Rental Rate Agreement

Harris County Agreement

Interlocal Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF NINETY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$96,250.00) TO EAN HOLDINGS, LLC., D/B/A ENTERPRISE RENT-A-CAR, FOR THE RENTAL OF TWELVE (12) VEHICLES FOR THE POLICE DEPARTMENT THROUGH AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF BAYTOWN; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Baytown has approved an Interlocal Agreement for cooperative purchasing with Harris County; and

WHEREAS, pursuant to such agreement, the City may make purchases based upon the bids received by Harris County; and

WHEREAS, Harris County has taken bids for the rental of vehicles; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of NINETY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$96,250.00) to EAN Holdings, LLC., d/b/a Enterprise Rent-A-Car, for the rental of twelve (12) vehicles for the Police Department through an Interlocal Agreement between Harris County and the City of Baytown.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price specified in Section 1 may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Business Rental Preferred Rate Agreement

Company: City of Baytown PD
Contact: Chief Keith Dougherty
Address: 3200 N Main St
Baytown, Texas 77521

"Customer"

Company: EAN Services, LLC
Contact: Business Rental Department
Address: 10401 Centrenark Drive
Houston, TX 77043

"Enterprise"

BASE RENTAL CHARGES*

<u>VEHICLE CLASS</u>	<u>MONTHLY RATE</u>
Standard-Size	\$450.00/month
Full Size	\$500.00/month
Premium	\$580.00/month
Medium SUV	\$670.00/month
Midsize Truck	\$550.00/month
Fullsize Truck	\$575.00/month
Mini Van	\$510.00/month
Large SUV	\$975.00/month

*Base Rental Charges apply to Enterprise locations in the following geographic area(s): Houston, Texas.

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, Enterprise's affiliated entity's renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location. Driver Protection Products selected below, if applicable, shall not apply to these rentals.

Exclusions: Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. Base Rental Charges do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products") and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

MILEAGE CHARGES: Base Rental Charges for rentals in the Houston, Texas area include unlimited free. Base Rental Charges for rentals outside of the above listed participating U.S. locations may not include mileage, in which case, mileage charges charged by the renting location's branch will apply.

VEHICLE AVAILABILITY: Hybrid vehicles are subject to the availability at the renting branch and are not available at all locations. Other restrictions may apply. 12 and 15 passenger vans are subject to availability at the renting branch and are not available in all states. Unless included in the Base Rental Charges listed above, rates for these vehicles will be determined by the applicable originating Enterprise location in its discretion.

CAR CLASSES: This Agreement shall apply to all vehicles in the United States and Puerto Rico rented pursuant to this Agreement, regardless of whether the car class is listed herein, except DW and third party liability, if included in the Rate, shall not apply for rentals of exotics, high line vehicles and trucks.

ADDITIONAL TERMS AND CONDITIONS

1. Term. The term of this Business Rental Preferred Rate Agreement ("Agreement") begins , 2018, and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
2. Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from a car rental facility which is located in the countries set forth herein and which is operated by Enterprise under the "Enterprise Rent-A-Car" brand name for business use or personal use. For business use rentals, occasional personal use during the business rental period is allowed. During such occasional personal use, spouses of Employees will be considered additional authorized drivers. Employees of Customer must (a) use the account number assigned by Enterprise to Customer (1082467 for rentals for business use and

1082467 for rentals for personal use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise.

3. Rental Contracts. For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee and Employee's spouse (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or

older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.

4. **Rental Rates.** For the first twelve (12) months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges set forth in this Agreement. In each successive 12-month period, Enterprise or upon thirty (30) days' prior notice to Customer. In addition to such rate increases provided for herein, if the aggregate amount of costs incurred by EAN or the Affiliates on a collective basis for or with respect to their fleet of rental vehicles for a given model year increases by more than 10% of the aggregate amount of costs for such vehicles during the prior model year, EAN shall increase the Rates by providing Customer with thirty (30) days notice of such increase in Rates. Base Rental Charges may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Base Rental Charges and surcharges are supplied in local currency.
5. **Preferred Provider Status.** Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use. Customer agrees to include

Enterprise as an option on their self-booking tool. In addition, Customer agrees to promote Enterprise on their internal website and through other company-wide internal communication networks. Customer grants Enterprise the right to promote its preferred provider status to Customer's Employees.

6. **Miscellaneous.** Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement, including but not limited to the Account Number(s) assigned to Customer. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
7. **Offsets.** The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.
8. **Assignment.** Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.

ENTERPRISE

By: [Signature]
Name: KARL KOCH
Title: VP/Gen
Date: 5-2-18

CUSTOMER

By: [Signature]
Name: C. KEITH DOUGHERTY
Title: CHIEF OF POLICE
Date: 4/3/2018



17.d.5.d

DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

April 18, 2016

Commissioners Court
Harris County, Texas

RE: Job No. 16/0069

Members of Commissioners Court:

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Locke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please approve the following award on the basis of only bid received and grant a waiver of technicality for EAN Holdings, LLC dba Enterprise Rent-a-Car which owed County taxes when bids were received. EAN Holdings, LLC dba Enterprise Rent-a-Car is now current on taxes.

Description: Rental of Vehicles and Related Items for Harris County

Bids Received: One (1) on March 28, 2016 (see attached)

Vendor: EAN Holdings, LLC dba Enterprise Rent-a-Car

Term: May 1, 2016 through April 30, 2017 with four (4) one-year renewal options

Amount: \$1,059,660

Evaluated by: X Sheriff's Office X Harris County Purchasing

Items A3c. and B will not be awarded. Purchase Orders will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

DRM/rjb
Attachment
cc: Sheriff's Office
Vendor

Presented to Commissioners' Court

APR 26 2016

APPROVE C/L
Recorded Vol. Page

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 26, 2016

Sheriff's Office

Lance - up

EAN Holdings, LLC dba Enterprise Rent-a-Car						
Item No.	Description	Unit of Measure	Estimated Quantity	Mfr & Model	Unit Price	Total Price
A	Option A - Rental Vehicles Without Insurance Coverage					
1	Standard -Size Vehicles (6 cylinder)					
a.	Automobiles: Chrysler 200, VW Jetta, Dodge Avenger or equal	mo.	300	similar as mention	\$ 450.00	\$ 135,000.00
b.	Trucks, Crew Cab: Toyota Tacoma, Chevrolet Colorado or equal	mo.	48	similar as mention	\$ 550.00	\$ 26,400.00
2	Full Size-Vehicles (6 cylinder)					
a.	Automobiles: Dodge Charger, VW Passat, Chevy Malibu, or equal	mo.	336	similar as mention	\$ 500.00	\$ 168,000.00
b.	Sports Utility: Ford Explorer, Chevy Equinox or equal	mo.	288	similar as mention	\$ 670.00	\$ 192,960.00
3	Premium-Size Vehicles					
a.	Sport Utility: Chevrolet Tahoe, Ford Expedition or equal - V8	mo.	12	similar as mention	\$ 975.00	\$ 11,700.00
b.	Mini Vans: Dodge Grand Caravan, Chrysler Town&Country or equal - 6 cyl.	mo.	48	similar as mention	\$ 510.00	\$ 24,480.00
c.	Vans, Ford Transit: Chevrolet Express or equal - V8	mo.	0		no bid	no bid
d.	Automobiles: Chrysler 300, Dodge Challenger, Nissan Maxima or equal - 6 cyl. or V8	mo.	84	similar as mention	\$ 590.00	\$ 49,560.00
e.	Trucks, Ext Cab or Crew Cab: Ford F-150, Chevrolet Silverado, Dodge Ram, Toyota Tundra or equal	mo.	768	similar as mention	\$ 575.00	\$ 441,600.00
4	Box Truck-Size Vehicles					1,049,700
a.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 55.00	\$ 660.00
b.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 300.00	\$ 3,600.00
c.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 75.00	\$ 900.00
d.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 400.00	\$ 4,800.00
	Sub-Total of A					\$ 1,059,660.00
B	Option B - Rental Vehicles With Insurance Coverage Included in Unit Price					
1	Standard -Size Vehicles (6 cylinder)					
a.	Automobiles: Chrysler 200, VW Jetta, Dodge Avenger or equal	mo.	300	similar as mention	\$ 650.00	\$ 195,000.00
b.	Trucks, Crew Cab: Toyota Tacoma, Chevrolet Colorado or equal	mo.	48	similar as mention	\$ 750.00	\$ 36,000.00
2	Full Size-Vehicles (6 cylinder)					
a.	Automobiles: Dodge Charger, VW Passat, Chevy Malibu, or equal	mo.	336	similar as mention	\$ 700.00	\$ 235,200.00
b.	Sports Utility: Ford Explorer, Chevy Equinox or equal	mo.	288	similar as mention	\$ 870.00	\$ 250,560.00
3	Premium-Size Vehicles					
a.	Sport Utility: Chevrolet Tahoe, Ford Expedition or equal - V8	mo.	12	similar as mention	\$ 1,175.00	\$ 14,100.00
b.	Mini Vans: Dodge Grand Caravan, Chrysler Town&Country or equal - 6 cyl.	mo.	48	similar as mention	\$ 710.00	\$ 34,080.00
c.	Vans, Ford Transit: Chevrolet Express or equal - V8	mo.	0		no bid	no bid
d.	Automobiles: Chrysler 300, Dodge Challenger, Nissan Maxima or equal - 6 cyl. or V8	mo.	84	similar as mention	\$ 790.00	\$ 66,360.00
e.	Trucks, Ext Cab or Crew Cab: Ford F-150, Chevrolet Silverado, Dodge Ram, Toyota Tundra or equal	mo.	768	similar as mention	\$ 775.00	\$ 595,200.00
4	Box Truck-Size Vehicles					
a.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 61.67	\$ 740.04
b.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 346.69	\$ 4,160.28
c.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 81.67	\$ 980.04
d.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 466.90	\$ 5,602.80
	Sub-Total of B					1,437,983.16
	Grand Total of A & B					\$ 2,497,643.16 ^{1,2}
	¹ Award Recommendation Only Bid Received					
	² Item A3c and Item B will not be awarded.					



HARRIS COUNTY BID COVER SHEET

Job No.
16/0069

BID FOR: Rental of Vehicles and Related Items for Harris County (For one (1) year beginning approximately May 1, 2016)

DUE DATE: Monday, March 28, 2016

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: **HARRIS COUNTY PURCHASING AGENT**
1001 PRESTON AVENUE, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Muddy McDaniel at 713-274-4426 or email: david.mcdaniel@pur.hctx.net

Total Amount of Bid: \$ \$2,497,643.16

Presented to Commissioner's Court

Company Name: EAN Holdings, LLC dba Enterprise Rent-a-Car

MAR 29 2016

Company Address: 10401 Centrepark Drive

APPROVE CLM

City, State, Zip Code: Houston, Texas, 77043

Recorded Vol Page

Taxpayer Identification Number (T.I.N.): 26-4086616

Ref. to Pur. Agt.

Telephone: 713-300-9202 Fax: 1-866-346-0750 e-mail: gary.d.headrick@ehi.com

Do you carry Health Insurance on your employees? X Yes No If yes, what % of employees: 85 %

Signature: [Signature] Print Name Karl Koch

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: [Signature]
HARRIS COUNTY JUDGE ED EMMETT

Date: 5/10/16

Vote of the Court:

DRM/rb
Revised 09/14

	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Locke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 6. **Attachments**
 - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - _____ b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - _____ c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - _____ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - _____ f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - _____ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - X h. **Reference Sheet** - When references are required, you must use this form.
 - _____ i. **HIPAA Requirements**
 - X j. **Bid Pricing Sheet(s)**
 - X k. **Questionnaire**

GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package**.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by

execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) - Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that

offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

SPECIFICATIONS

Rental of Vehicles and Related Items for Harris County

SCOPE

Harris County is soliciting bids for a term contract for the rental of vehicles and related items, in the quantities estimated herein, for one (1) year beginning approximately May 1, 2016. The primary user of this contract will be the Harris County Sheriff's Office (HCSO); however, from time to time, other Harris County agencies will utilize this contract.

Other governmental agencies not directly associated with Harris County may utilize this contract as determined and approved, on a case by case basis, by Harris County and the awarded vendor.

It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing, and review their bid for accuracy before submitting. Questions relating to this bid must be submitted in writing and directed to Muddy McDaniel, Office of the Purchasing Agent, via email to muddy.mcdaniel@pur.hctx.net. The deadline for submission of questions relating to this bid is **March 21, 2016, no later than 10:00 a.m. CST**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via fax and/or email to all firms. The County will not be bound by any information conveyed verbally.

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

SUBMITTALS

Failure to return the required items may result in a "non-responsive" bid. Vendors should submit with their bid the following items:

- a. Complete and return the documents as detailed on the Pricing/Delivery Information sheet and as required on attachment j., Bid Pricing Sheet(s),
- b. Complete and return a notarized copy of the Certificate of Interested Parties (Form 1295) as specified above,
- c. Complete and return Tax Form/Debt/Residence Certificate form as required in attachment a., Tax Form/Debt/Residence Certificate,
- d. Proof of Insurance as detailed in attachment e., Minimum Insurance Requirements; additional coverage as follows: collision, comprehensive, uninsured/underinsured motorists, garage liability and garage keepers legal liability,
- e. List of references as required in attachment h., References,
- f. Complete and return attachment k., Questionnaire.

NO CONFIDENTIALITY OF BIDS

Once opened, bids are public record. There are no exceptions. When submitting a bid, vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Muddy McDaniel immediately at muddy.mcdaniel@pur.hctx.net.

ALTERATION OF DOCUMENT

No alterations may be made to this document. Any alterations made may result in the bid being rejected. The terms and conditions contained within this document supersede all conflicting terms within any cooperative contracts associated with this purchase.

PURCHASE ORDERS

Equipment and/or services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments. Once purchase order is issued, the using department will contact vendor directly to place orders.

USAGE REPORTS

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this bid. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harris County department, description of each item purchased, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

TOLL FEES

Any and all toll FEES incurred during the term of this contract will be the responsibility of the vendor.

SPECIAL REQUIREMENTS

Vendor may offer for sale additional items related to the scope of goods and/or services described above and/or listed in the Pricing/Delivery Information section of this bid by identifying other items and/or brands not identified by Harris County in this bid. Though the "related items" offered may be considered during the award recommendation, and/ or may be a part of a subsequent contract, if any, with Harris County, the effect of the related items cannot be extended and totaled in determining the lowest bidder since an estimated usage is unknown. **Purchases by Harris County of related items should not exceed 20% of the total annual purchases under the contract.**

The rates quoted on the Pricing/Delivery Information sheet must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred. No separate line item rates or charges will be accepted.

Pricing is an important element of this bid; however, evaluation of the bids will not be limited to price alone. The ability to perform other requirements stated within this contract will also be weighed for the contract award.

The county may award to more than one (1) vendor as "Primary" and "Secondary" vendor. The "Secondary" vendor will be utilized due to time constraints, availability, etc.

This bid or Commissioners Court approved award does not obligate Harris County to the eventual purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of Harris County and may be terminated at anytime.

SPECIFICATION

The vendor shall furnish and deliver, as required and as needed, vehicles of various makes and models for use for up to one (1) year in monthly increments, each with a maximum 30,000 miles, that meet, or, approximately meet, the following requirements (unless otherwise noted):

- model year: 2016 or newer
- engine: six cylinder only (Items A.1-2 and B.1-2 of the Bid Pricing Sheet(s))
- transmission: automatic
- steering: power
- brakes: anti-lock
- air conditioning: Original Equipment Manufacturer (OEM)
- wheel covers: full
- glass: all windows to be tinted (front, rear and sides) to current legal limit

Only Harris County employees with a valid driver's license shall use the vehicles described in this bid and only for lawful purposes in conjunction with HCSO business as a normal transportation device not subject to extraordinary risk. Harris County is self-insured for vehicle liability claims in accordance with the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Title 5, Chapter 101.

Harris County will provide liability coverage in accordance with the Texas Tort Claim Act and may require assistance from vendor in the disposition of such claims. The vendor will fully cooperate with the County in any and all claims matters as required. The vendor will fully cooperate with Harris County Management Services/Human Resources & Risk Management as needed in the investigation, administration, and defense of any liability claims or lawsuits arising from the operation of any rental equipment under this contract.

Pricing is shown on attachment j., Bid Pricing Sheet(s), in two (2) ways. Vendors may submit their bid pricing either way, or both. Pricing under **Option A** is for vehicle rental without insurance. Pricing under **Option B** is for vehicle rental with damage insurance included. When bidding **Option B** items, vendor's bid should include insurance coverage for damage to rented equipment and property, and will handle all claims associated with such damages. Excluding liability coverage, the vendor should include in the bid the cost of providing the following commercial coverage for the rental equipment as applicable: Collision, Comprehensive, Uninsured/Underinsured Motorists, Garage Liability and Garage keepers Legal Liability. With regard to Garage coverage, if maintenance and repair is to be sub-contracted, evidence of such coverage would need to be submitted by the sub-contractor.

Regardless of the pricing option(s) vendor submits a bid on, the pricing must be all-inclusive and no separate charges for maintenance, change of title, registration, license, official fees, toll fees, and any other costs shall be billed to Harris County. The vendor must fully maintain the vehicles, including oil changes, tune-ups, tires or any other task normally associated with a full maintenance contract. No security deposit shall be required.

While the vehicles are in the possession of Harris County, Harris County will provide gasoline, and normal and reasonable general exterior and interior care to the vehicles. Should vehicle(s) become unserviceable, a substitute usable vehicle(s) shall be provided within forty-eight (48) hours at no additional charge in excess of the charges for the unserviceable vehicle during the time when unserviceable vehicle(s) is in repair. Harris County reserves the right to exchange any vehicle on an "as

needed” basis due to the special requirements of the county personnel assigned to these vehicles. The vendor will notify Harris County in writing within twenty-four (24) hours what vehicles were exchanged.

Regardless of pricing option awarded, Harris County shall return the vehicles to the vendor upon expiration of the contract in the same condition as when received, with normal wear and tear expected. If pricing **Option B** is awarded, damage other than normal wear and tear such as glass breakage, bent metal or body parts would be covered by vendor insurance as stated herein.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide the unit price for all items specified within attachment j., Bid Pricing Sheet(s). Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, **unit pricing governs**. Harris County may award by total, by group, by item or as best serves the county. **Please refer to page 11-12 of 19 for pricing requirements for Options A and B.**

Complete and return all pages of the Bid Pricing Sheet(s) with the bid, and insert each sheet under this section. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.**

(Bid Pricing Sheets are available by downloading from BuySpeed Online at <https://bids.hctx.net/bsa/login.jsp>. If vendors are unable to download the Pricing Sheets from BuySpeed Online, vendors may contact the Harris County Purchasing Office for a printed version.)

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 26-4086616Company Name submitting Bid/Proposal: EAN Holdings, LLC dba Enterprise Rent-a-CarMailing Address: 10401 Centrepark Drive, Houston, Texas 77043Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

I. Property: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names.
(Use a second sheet of paper if necessary.)

<u>Harris County Tax Acct. No.*</u>	<u>Property address or location**</u>
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See attached

* This is the property account identification number assigned by the Harris County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. Harris County Debt - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

III. Residence Certification - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that EAN Holdings, LLC dba
Enterprise Rent-a-Car is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____
[City and State]

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. **Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease – Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. **Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. **Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

REFERENCES**Reference #1**Organization Name: Harris CountyContact Name/Telephone No.: Muddy McDaniel / 713-755-6671Address: 1001 Preston Avenue, Suite 670, Houston, Texas 77002Services provided: Long term rental of vehicles to the Sheriff's Department for special operations.Short term box truck and cargo van rentals. Long term leasing for various departments in this county.**Reference #2**Organization Name: Houston Police DepartmentContact Name/Telephone No.: Tim Crabb / 713-308-1784Address: 1200 Travis, Houston, Texas 77002Services provided: Long term rental of vehicles to the Houston Police Department for special operations.**Reference #3**Organization Name: City of ConroeContact Name/Telephone No.: Chief Philip Dupuis / 936-522-3200Address: 700 Old Montgomery Road, Conroe, Texas 77301Services provided: Long term rental of vehicles to the Conroe Police Department for special operations.

REFERENCES (CONTINUED)

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

QUESTIONNAIRE

Please provide the following information in the listed questions. Supplemental materials, additional pages, or requested lists providing additional information may be attached. All documents should be submitted in 8-1/2" x 11" page size.

1. Name of company/organization: EAN Holdings, LLC dba Enterprise Rent-a-Car
2. Address of company/organization: 10401 Centrepark Drive, Houston, Texas 77043
3. Home office address (if other than above): _____
4. Telephone No: 713-300-9102 Fax No. 866-346-0750
5. Years in business under above name: 59
6. Years in business in Texas 43
7. Primary individual to contact: Gary D. Headrick
8. Primary individual's phone number: 713-300-9102
9. Name of any parent companies: _____
10. Name of any affiliated companies: _____
11. How many years has your organization been providing vehicle fleet management services & products?
 - A. Government Entities: 59 years
 - B. Private Entities: 59 years
12. Describe your organization's staffing level in Harris County and outline your ability to provide customer service in support of this contract.
**See attached for answers to questions 12-20
13. Does vendor have the capability of sending e-mail notifications to Harris County for preventive maintenance items due? Explain in detail vendor's procedures for maintenance notifications.
14. Describe the vehicle maintenance required.
15. Include a list of the vendor's approved service providers for required periodic maintenance in Harris County, Texas.
16. List the specific makes and models that will be made available to Harris County. Include choice of colors that will be available.
17. Describe how the identity of the Harris County account will be secure from vendor personnel who do not work directly with the contract.

18. Describe the steps to insure officer security during vehicle 'swap outs'.

**See attached for answers to questions 12-20

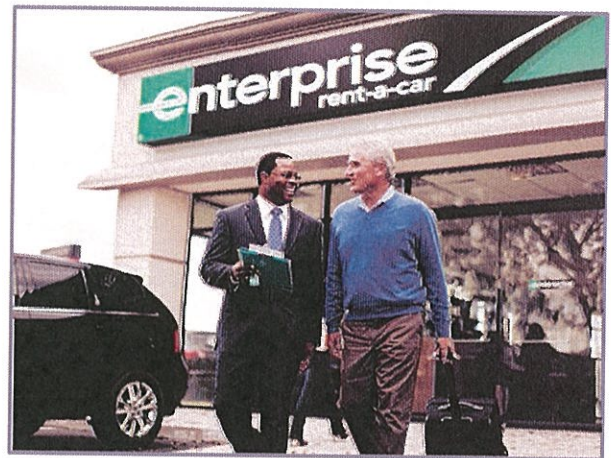
Attachment k.
Questionnaire
Page 2 of 2

19. Describe capabilities for providing 24/7 driver's aide with regard to emergency roadside assistance.

20. In event of accident, describe the procedure for getting a replacement vehicle. How long does this take? Will the vehicle be the same make & model?

Item No.	Description	Unit of Measure	Estimated Quantity	Mfr & Model	Unit Price	Total Price
A Option A - Rental Vehicles Without Insurance Coverage						
1 Standard -Size Vehicles (6 cylinder)						
a.	Automobiles: Chrysler 200, VW Jetta, Dodge Avenger or equal	mo.	300	similar as mention	\$ 450.00	135,000.00
b.	Trucks, Crew Cab: Toyota Tacoma, Chevrolet Colorado or equal	mo.	48	similar as mention	\$ 550.00	26,400.00
2 Full Size-Vehicles (6 cylinder)						
a.	Automobiles: Dodge Charger, VW Passat, Chevy Malibu, or equal	mo.	336	similar as mention	\$ 500.00	168,000.00
b.	Sports Utility: Ford Explorer, Chevy Equinox or equal	mo.	288	similar as mention	\$ 670.00	192,960.00
3 Premium-Size Vehicles						
a.	Sport Utility: Chevrolet Tahoe, Ford Expedition or equal - V8	mo.	12	similar as mention	\$ 975.00	11,700.00
b.	Mini Vans: Dodge Grand Caravan, Chrysler Town&Country or equal - 6 cyl.	mo.	48	similar as mention	\$ 510.00	24,480.00
c.	Vans, Ford Transit: Chevrolet Express or equal - V8	mo.	0		\$	
d.	Automobiles: Chrysler 300, Dodge Challenger, Nissan Maxima or equal - 6 cyl. or V8	mo.	84	similar as mention	\$ 590.00	49,560.00
e.	Trucks, Ext Cab or Crew Cab: Ford F-150, Chevrolet Silverado, Dodge Ram, Toyota Tundra or equal	mo.	768	similar as mention	\$ 575.00	441,600.00
4 Box Truck-Size Vehicles						
a.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 55.00	660.00
b.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 300.00	3,600.00
c.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 75.00	900.00
d.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 400.00	4,800.00
Sub-Total of A						\$ 1,059,660.00
B Option B - Rental Vehicles With Insurance Coverage Included in Unit Price						
1 Standard -Size Vehicles (6 cylinder)						
a.	Automobiles: Chrysler 200, VW Jetta, Dodge Avenger or equal	mo.	300	similar as mention	\$ 650.00	\$ 195,000.00
b.	Trucks, Crew Cab: Toyota Tacoma, Chevrolet Colorado or equal	mo.	48	similar as mention	\$ 750.00	\$ 36,000.00
2 Full Size-Vehicles (6 cylinder)						
a.	Automobiles: Dodge Charger, VW Passat, Chevy Malibu, or equal	mo.	336	similar as mention	\$ 700.00	\$ 235,200.00
b.	Sports Utility: Ford Explorer, Chevy Equinox or equal	mo.	288	similar as mention	\$ 870.00	\$ 250,560.00
3 Premium-Size Vehicles						
a.	Sport Utility: Chevrolet Tahoe, Ford Expedition or equal - V8	mo.	12	similar as mention	\$ 1,175.00	\$ 14,100.00
b.	Mini Vans: Dodge Grand Caravan, Chrysler Town&Country or equal - 6 cyl.	mo.	48	similar as mention	\$ 710.00	\$ 34,080.00
c.	Vans, Ford Transit: Chevrolet Express or equal - V8	mo.	0		\$	\$
d.	Automobiles: Chrysler 300, Dodge Challenger, Nissan Maxima or equal - 6 cyl. or V8	mo.	84	similar as mention	\$ 790.00	\$ 66,360.00
e.	Trucks, Ext Cab or Crew Cab: Ford F-150, Chevrolet Silverado, Dodge Ram, Toyota Tundra or equal	mo.	768	similar as mention	\$ 775.00	\$ 595,200.00
4 Box Truck-Size Vehicles						
a.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 61.67	\$ 740.04
b.	Box Trucks with Liftgate: 12'-16', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 346.69	\$ 4,160.28
c.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	day	12	similar as mention	\$ 81.67	\$ 980.04
d.	Box Trucks with Liftgate: 24'-26', Hino, International, Freightliner or equal	wk.	12	similar as mention	\$ 466.90	\$ 5,602.80
Sub-Total of B						\$ 1,437,983.16
Grand Total of A & B						\$ 2,497,643.16

ENTERPRISE HOLDINGS.



Car Rental Proposal for

Harris County

March 2016

Statement of Confidentiality

The information contained in this proposal and any exhibits, attachments, certifications, questionnaires, surveys and/or other deliveries required in connection with this proposal, and in subsequent communications relating to this proposal, whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Holdings and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Holdings. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Holdings and would provide Enterprise Holdings with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released.

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Trademark and Copyright Information

National Car Rental, Enterprise Rent-A-Car, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Enterprise Rideshare, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

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For more information, please visit our website enterpriseholdings.com.

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Enterprise Rent-A-Car is an internationally recognized brand owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of more than 1.7 million vehicles and a network of more than 8,000 car rental locations in neighborhoods and at airports worldwide. We lead the industry with more than a third of all airport business in the United States and Canada.

History

In 1957, Enterprise Rent-A-Car opened its doors and became known for low rates, neighborhood convenience, and outstanding service. Pioneering customer service and location expansion led Enterprise to develop our popular "We'll Pick You Up" service in 1974.

Dedication to Service

Today, our brands remain the rental company of choice for our business customers. Enterprise now has more than 7,200 neighborhood and airport locations in the United States, Canada, and Europe. There are more than 5,600 Enterprise offices to serve our clients wherever they do business — all within 15 miles of 90 percent of the U.S. population.

Our brands are uniquely positioned to serve all of your business' car rental needs — both at the airport and locally — with more vehicles and locations than all of our major competitors.

Customer Satisfaction

Customer service is the highest priority at Enterprise. Our brands consistently take the top spots for satisfaction among rental customers around the world.

Enterprise Rent-A-Car was ranked "Highest in Rental Car Customer Satisfaction" in the J.D. Power 2015 Rental Car Satisfaction StudySM. The six factors to measure overall customer satisfaction were costs and fees, pickup process, rental car, return process, reservation process, and shuttle bus or van service.



Looking Toward the Future

We are committed to managing our business sustainably and for the long term — continuously working to balance the interests of our customers, our employees, and the parts of the world we touch with our business. Our environmental initiatives include:

- Embracing new, cleaner fuels
- Offsetting carbon emissions
- Planting 50 million trees in 50 years
- Increasing our fuel-efficient fleet
- Offering hybrid vehicles
- Funding alternative fuel research

Ranked No. 16 on the *Forbes* America's Largest Private Companies list, our operating company Enterprise Holdings is unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your rental program.

National Car Rental and Enterprise Rent-A-Car combine the expertise and industry-leading value to provide your travelers the most comprehensive option in the marketplace. We are committed to providing a wide array of options to your travelers in 2016 and beyond.

Company Name	Enterprise Rent-A-Car
Corporate Address	600 Corporate Park Drive St. Louis, MO 63105
Main Phone and Fax Numbers	Phone: 314-512-5000 Fax: 314-512-5583
Reservations Toll Free	800-261-7331
International Reservations	800-736-8222
Website Addresses	enterprise.com
	enterpriseholdings.com
	drivingfutures.com
Local Houston Account Manager	Gary Headrick Sales/Marketing Supervisor
Local Contact Address	10401 Centrepark Drive Houston, TX 77043
Local Phone, Fax, and Email	713-300-9102 direct 281-702-6886 cell 866-346-0750 fax gary.d.headrick@ehi.com

Additional Questions/Responses

12. Describe your organization's staffing level in Harris County and outline your ability to provide customer service in support of this contract.

Enterprise staffs over 1700 employees and currently operates 183 locations with 30,000+ vehicles in the Houston and the surrounding area market. This allows for much more flexibility and availability than other competitor in the industry. We are committed to a high level of service and have people specifically assigned to handle all aspects of the contract including facilitating delivery, maintenance assistance, billing, claims assistance, roadside assistance, etc. We also have the ability to call upon all personnel at any point if needed for additional support. As the existing provider of vehicles for Harris County, we have several years of experience in providing excellent customer service and availability to County employees.

As the World's largest and most comprehensive car rental company, our Enterprise/National/Alamo brands operate a fleet of more than 1.7 million vehicles and a network of 8,000 car rental locations in neighborhoods and at airports worldwide. We are very experienced in dealing with large corporate and government entities on a variety of levels. As part of the partnership with Enterprise, County employees also receive business/personal use discounts nationwide through our approved vendor status with the State of Texas.

13. Does the vendor have the capability of sending e-mail notifications to Harris County for preventative maintenance items due? Explain in detail vendor's procedures for maintenance notifications.

Yes, we are able to send email notifications as requested. Enterprise Staff will assist Harris County in coordinating all maintenance and repair for vehicles used under this contract.

Upon delivery of any vehicle the maintenance intervals are explained to each driver and the driver is shown a sticker on the driver door which indicates these intervals. GM, Ford, Lincoln, Mercury, Volvo, Nissan, Kia, Hyundai, Suzuki every 6500 miles. Chrysler, Dodge, Jeep, Saturn every 5,000 miles. Mazda, Toyota, Volkswagen every 4,000 miles. We also have a report that shows any vehicle that reaches 6 months without an oil change. If a Harris County unit is identified on this report, an email notification is sent to the coordinator to make the driver aware to have an oil change complete or provide paperwork which shows the latest oil change.

14. Describe the vehicle maintenance required.

Through our Preventative Maintenance (PM) program, vehicle mileage, registration status, and service history are monitored on a central computer system that flags vehicles for regular service. These inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. Our service program adjusts or replaces any component failing to conform to manufacturer specifications, including brakes, tires, tune-ups, and lubrication. These must be maintained at regular intervals throughout the rental period. We'll work closely with Harris County employees to coordinate the best time and opportunity to complete this.

15. Include a list of the vendor's approved service providers for required periodic maintenance in Harris County, Texas.

Enterprise has unique partner networks with some of the largest service companies in the Houston metro area with access to over 150 locations for County employees, much more than other companies in the industry. Please refer to the enclosed list of Houston area locations for reference of all available partner locations. These include all corporate owned Firestone, NTB (National Tire and Battery), Pep Boys in addition to our own service centers at Intercontinental Airport, Hobby Airport and our Enterprise service center at 17728 Northwest Freeway. Many of these convenient locations have already been utilized by current County employees for vehicles and gives Enterprise Holdings a substantial advantage for our

customers and allows for much more flexibility (i.e. for Harris County employees that need to have access close by locations and quicker turnarounds of vehicles, etc.). This combined network of our partners allows for access to over 150 locations throughout the Houston/surrounding area. In addition, our special negotiated/discounted repair costs with our national providers will continue to provide substantial cost savings of up to 20% for the County in repairing damaged vehicle.

16. List the specific makes and models that will be made available to Harris County. Include choice of colors that will be available.

Enterprise offers a full range of vehicle classes from a variety of domestic and international automobile manufacturers, comprised of current and prior model year vehicles, to meet the needs and expectations of Harris County.

Please refer to the enclosed spreadsheet that provides examples of vehicles that are in our fleet locally. The majority of colors will be silver, grey, black, white, dark grey, dark red. With over 30,000 vehicles in the Houston market, we are able to move vehicles between our brands to best accommodate County personnel when needed. Having a car ready to drive at the right place and time requires careful fleet management; and our operations and headquarters staffs analyze vehicle requirements hourly for each location.

17. Describe how the identity of the Harris County account will be secure from vendor personnel who do not work directly with the contract.

Enterprise has worked with numerous undercover/government operations nationwide at the Federal State and Local law enforcement level. We have extensive experience in dealing with sensitive information and have been able to compartmentalize the management of these programs to remove any tie to law enforcement from generally accessible records.

Through our experience with the existing program with the County, Enterprise has developed specific network systems to safeguard against the release of information and our relationship with Harris County will be limited to those individuals on the support team who are assigned to manage this contract. This includes locked documents in a secure location and true identity names withheld on rental tickets.

18. Describe the steps to insure officer security during vehicle 'swap outs'.

Vehicle change outs have been typically scheduled every Friday unless there is an accident or officer safety is a concern. As we've done for the last 7 years with the current Harris County contract, we provide a special secure area for deputies to check in and check out of vehicles where the general public is not allowed to access.

19. Describe capabilities for providing 24/7 driver's aide with regard to emergency roadside assistance.

All calls within business hours are completed by the local team of representatives along with Gary Headrick. Outside of operating hours, our dedicated nationwide 24/7 roadside assistance line/personnel can access all available options to provide assistance. This nationwide network allows for prompt service for Harris County employees locally or outside of Houston. Emergency road service is available to assist renters when they lose their keys, get flat tires, are involved in accidents, or experience mechanical failure.

20. In event of accident, describe the procedure for getting a replacement vehicle. How long does this take? Will the vehicle be the same make & model?

We have a dedicated local team of representatives along with Gary Headrick that can quickly assist. With our network of 183 Houston area locations and access to 30,000+ vehicles, we are committed to providing replacement vehicles within 24 hours into a comparable vehicle. Unique requests may require

longer, we would work directly with employees to accommodate. During normal business hours, Enterprise will alert the County of the expected timeline for a replacement to be provided. In the event a similar vehicle is not immediately available, Enterprise may offer a temporary solution from another car class that can be exchanged as soon as one is available.

Figure 1

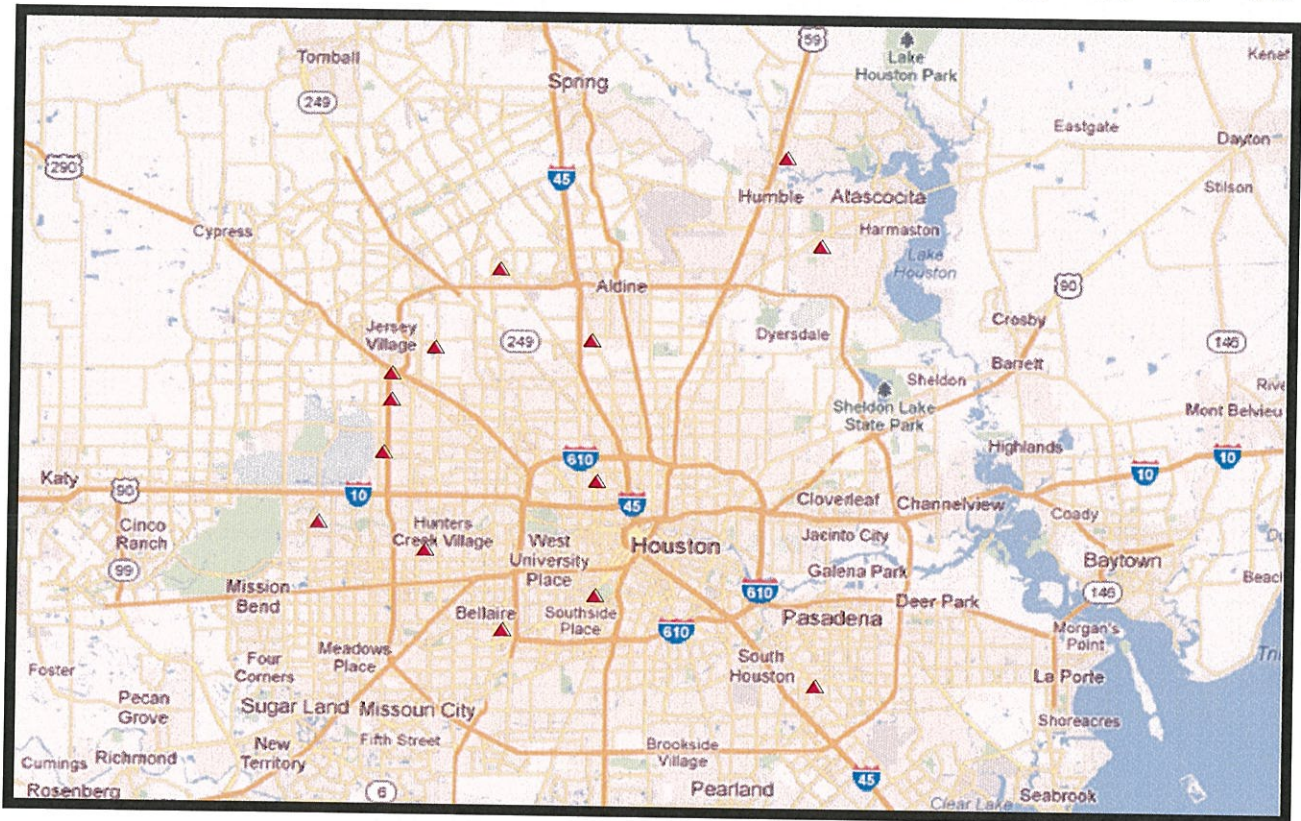
Figure 1

		NTB LOCATIONS					
NTB	743	9605 Broadway Street	Pearland	Brazoria	TX	77584	(713) 436-7507
NTB	744	25827 N.W. Freeway (Hwy 290)	Cypress	Brazoria	TX	77429	(281) 256-1314
NTB	746	1505 Broadway Street	Pearland	Brazoria	TX	77581	(281) 996-8100
NTB	762	130 North Bypass 35	Alvin	Brazoria	TX	77511	(281) 388-1305
NTB	717	5715 US Highway 6	Missouri City	Fort Bend	TX	77489	(281) 403-0299
NTB	727	12610 SW Freeway	Stafford	Fort Bend	TX	77477	(281) 240-8900
NTB	798	6504 Reading Road	Rosenberg	Fort Bend	TX	77471	(832) 595-2111
NTB	802	20211 Katy Freeway	Houston	Fort Bend	TX	77450	(281) 578-0900
NTB	734	335 FM 518	Kemah	Galveston	TX	77565	(281) 538-9497
NTB	764	6328 Avenue J	Galveston	Galveston	TX	77551	(409) 744-1966
NTB	836	2488 Gulf Freeway South	League City	Galveston	TX	77573	(281) 337-4200
NTB	697	2123 Louisiana Street	Houston	Harris	TX	77002	(713) 759-9060
NTB	699	4802 Richmond Avenue	Houston	Harris	TX	77027	(713) 621-4230
NTB	700	11041 East Freeway	Houston	Harris	TX	77029	(713) 671-2524
NTB	701	10950 Gulf Freeway	Houston	Harris	TX	77034	(713) 941-0320
NTB	702	13171 Northwest Freeway	Houston	Harris	TX	77040	(713) 460-1689
NTB	703	11100 Old Katy Road	Houston	Harris	TX	77043	(713) 461-7700
NTB	704	2611 South Loop West	Houston	Harris	TX	77054	(713) 664-3544
NTB	705	9450 Westheimer	Houston	Harris	TX	77063	(713) 781-1988
NTB	708	5580 Highway 6 North	Houston	Harris	TX	77084	(281) 859-1212
NTB	709	17313 I-45 North	Houston	Harris	TX	77090	(281) 444-2619
NTB	710	20495 Highway 59 North	Humble	Harris	TX	77338	(281) 446-8330
NTB	730	301 W Bay Area Boulevard	Webster	Harris	TX	77598	(281) 332-5541
NTB	731	12150 FM 1960 Road West	Houston	Harris	TX	77065	(281) 477-8710
NTB	735	7208 FM 1960 East	Humble	Harris	TX	77346	(281) 812-0249
NTB	736	6015 FM 2920	Spring	Harris	TX	77379	(832) 717-4263
NTB	742	14414 FM 2920	Tomball	Harris	TX	77375	(281) 255-8126
NTB	747	4821 Fairmont Parkway	Pasadena	Harris	TX	77505	(281) 991-0883
NTB	761	22703 Tomball Parkway	Tomball	Harris	TX	77375	(281) 257-2504
NTB	781	7474 S Sam Houston Pkwy West	Houston	Harris	TX	77085	(713) 728-4200
NTB	790	11017 North Freeway	Houston	Harris	TX	77037	(281) 931-9333
NTB	796	3902 Garth Road	Baytown	Harris	TX	77521	(281) 837-0700
NTB	813	4951 East Blvd.	Deer Park	Harris	TX	77536	(281) 542-6400
NTB	822	20330 FM 529 Road	Cypress	Harris	TX	77433	(832) 593-8585
NTB	846	2720 Kirkwood Drive	Houston	Harris	TX	77077	(281) 496-2248
NTB	825	10515 N Sam Houston Pkwy East	Humble	Hopkins	TX	77396	(281) 459-9400
NTB	692	806 I-45 North	Conroe	Montgomery	TX	77301	(936) 756-0808
NTB	728	19671 Interstate 45 S	Conroe	Montgomery	TX	77385	(281) 292-7875
NTB	760	6035 FM 1488	Magnolia	Montgomery	TX	77354	(832) 934-2403
NTB	797	22180 Farris Green Road	Porter	Montgomery	TX	77365	(281) 577-9080
NTB	840	6532 US Highway 90A	Sugarland		TX	77479	(281) 240-1223
NTB	907	4802 Richmond Avenue	Houston		TX	77027	(281) 444-0232



FLEET

SERVICES



PEPBOYS SERVICE CENTERS HOUSTON

Sharpstown	7525 Southwest Frwy	(713) 779-8600
Greenspoint	10275 North Frwy	(281) 445-5211
North Loop	909 W. North Loop	(713) 864-7979
Copperfield	6900 Hwy 6 North	(281) 859-8999
Copperfield	7640 N. Hwy 6	(281) 550-6030
Champions	6578 FM 1960 West	(281) 248-0100
Clay Hills	16231 Clay Rd. Suite 410	(281) 463-4409
Pasadena	5445 Fairmont Pkwy	(281) 998-7440
Bellfort	7990 Bellfort Street	(713) 640-2242
Dairy Ashford	1421 S. Dairy Ashford	(281) 497-6868
Jones Road	9105 Jones Rd.	(281) 970-9100
West University	4141 Greenbriar St.	(713) 528-8811
Atascocita	7432 FM1960 East	(281) 812-8811
Kingwood	2408 Northpark Dr.	(281) 359-2040
Green Trails	845 S. Fry Rd.	(281) 647-6666

Car Class Examples

Standard	Full Size	Minivan	Stan SUV 2wd	Stan SUV 4wd	Standard Pickup
SCAR	FCAR	MVAR	SRAR	SFAR	SPAR
Chry 200	Altima	Gr. Caravan	4Runner	Equinox	Frontier
Cube	Camry	Quest	Edge	Explorer	Tacoma
Jetta	Charger	Sedona	Equinox	Grand Cherokee	
Soul	Fusion	Sienna	Explorer	Pathfinder	
Verano	Impala	Town & Country	Gr. Cherokee	Santa Fe	
	Malibu		Highlander	Sorento	
	Optima		Journey		
	Passat		Murano		
	Sonata		Pathfinder		
			Santa Fe		
			Sorento		
			Terrain		

List of Properties Owned by EAN Holdings, LLC

ENTERPRISE RENT-A-CAR
8601 PANAIR ST
HOUSTON, TX 77061-4142

Phone 713-645-7222
Fax 713-645-1569

ENTERPRISE RENT-A-CAR
7745 GULF FREEWAY
HOUSTON, TX 77017-1537

Phone 713-641-6510
Fax 713-641-4492

ENTERPRISE RENT-A-CAR
102 HURTA RD
CROSBY, TX 77532-6177

Phone 281-328-6996
Fax 281-328-8063

ENTERPRISE RENT-A-CAR
21128 SPRING TOWN DRIVE
SPRING, TX 77388-3509

Phone 281-651-3200
Fax 281-651-1606

ENTERPRISE RENT-A-CAR
2101 TRAVIS
HOUSTON, TX 77002-8710

Phone 713-651-7866
Fax 713-659-8994

ENTERPRISE RENT-A-CAR
22103 KATY FREEWAY
KATY, TX 77450-1756

Phone 281-392-9222
Fax 281-392-7952

ENTERPRISE RENT-A-CAR
5711 HIGHWAY 6
MISSOURI CITY, TX 77459-4094

Phone 281-261-8776
Fax 281-261-8662

ENTERPRISE RENT-A-CAR
1414 HIGHWAY 6
SUGAR LAND, TX 77478-4907

Phone 281-313-3700
Fax 281-313-3710

ENTERPRISE RENT-A-CAR
3305 W SAM HOUSTON PKWY N
HOUSTON, TX 77043-1621

Phone 713-996-8225
Fax 713-996-9725

ENTERPRISE RENT-A-CAR
13805 WEST ROAD, STE 100
HOUSTON, TX 77041-1115

Phone 281-677-2300
Fax 281-677-2332

ENTERPRISE RENT-A-CAR
10104 OLD KATY RD
HOUSTON, TX 77043-5207

Phone 713-468-6878
Fax 713-468-7905

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

HARRIS COUNTY PURCHASING OFFICE

AGENDA ITEM: INTERLOCAL AGREEMENTS/AMENDMENTS

COMMISSIONERS COURT DATE: March 27, 2018

Request for approval of the following and authorization for the County Judge to execute agreements/amendments where applicable:

Agency/Provider	Description	Buyer	Department/Recipient	Begins	Ends	Renewal (Yes or No)	Amendment/ Agreement (No)	Court Order Attached (Yes or No)	Amount	Price Inc. (Dec)	Comments
a. Community Health Choice, Inc.	Third party administration of healthcare claims from non-affiliated providers	YC	Harris County Hospital District dba Harris Health System (Central Utilization Management)		February 28, 2019	Yes	No	No	\$100,000		Community will continue providing Harris Health System access to its network of healthcare providers.
b. The University of Texas M.D. Anderson Cancer Center	Colposcopy and other professional medical services	YC	Harris County Hospital District dba Harris Health System (Ambulatory Care Services)		February 28, 2019	Yes	Amendment	Yes	\$0		To provide specialized medical services to eligible female patients with medical histories suggestive of cancer, precancerous, or tumorous diseases.
c. The City of Baytown	Utilization of County contracts	MAM	Harris County	March 27, 2018	March 26, 2019	No	Agreement	Yes	\$0		

DeWight Dopson, C.P.M., C.P.O.
Purchasing Agent

cc: All vendors
Revised 9/20/2010

Presented to Commissioner's Court

MAR 27 2018

APPROVE CLMRecorded Vol. Page

MAR 27 12 56 PM '18

RECEIVED
HARRIS COUNTY
PURCHASING OFFICE
MAR 27 2018

Rcvd 2 org agmnt #b-c

US-Orig ltr + 1 org agmnt #b-c
Pur-Copy ltr + 1 org agmnt #b-c

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF
BAYTOWN**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and The City of Baytown ("Baytown"), pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. The County and Baytown are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

Baytown desires Harris County's assistance in purchasing certain materials, goods or services.

Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts ("Vendors").

Harris County agrees to allow Baytown to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

The County agrees to supply Baytown with information concerning contracts the County currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the County currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate Baytown to purchase any materials, goods, or services from any particular Vendor. The County shall not, under any circumstances, be obligated to procure any materials, goods, or services for Baytown nor to include Baytown in any procurement effort. The County reserves the right, in its sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or approval of Baytown. The County owes Baytown no obligation whatsoever for the use of Harris County's contracts. Baytown owes no compensation to the County for the use of its current executed contracts. Baytown shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of Harris County contracts through the utilization of this Agreement.

II.

Each Vendor, in its own discretion, must agree to allow Baytown to purchase materials, goods, or services under the contract between the Vendor and the County. The following language shall be included in each contract Baytown enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using a County-executed contract with Vendor, subject to the following:

County contracts shall only be used by Baytown to purchase goods and services to be used by Baytown, and are not to be included in any cooperative purchasing association or use by another governmental entity through any agreement with Baytown;
Vendor has the right to refuse Baytown's request to use the County's contract;

If Vendor agrees to contract with Baytown using a County contract, then all materials, goods, or services purchased under the Agreement between Baytown and Vendor shall be in accordance with the current County contract;

In the event that the contract was procured using a Request for Proposals or any other procurement process that allows for negotiation, Baytown may negotiate pricing and terms that would apply to Baytown only;

Baytown shall have no authority whatsoever to change any terms, conditions, or pricing in any County contract;

Vendor shall bill Baytown directly for any and all materials, goods, or services purchased by Baytown;

Vendor shall look only to Baytown for any and all compensation owed for purchases made by Baytown under the County contract; and

Vendor shall settle any and all disputes with Baytown concerning any purchases made by Baytown. The County shall not be a party to any dispute between Vendor and Baytown, nor be responsible in any way for the acts or omissions of Baytown.

III.

All the materials, goods, or services procured using the County contracts shall be procured by Baytown in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, Tex. Loc. Gov't Code Ann. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. County is not responsible for any decisions regarding which contracts or how City uses County Contracts. Any and all disputes arising between Vendor and Baytown shall be handled between Baytown and Vendor. City shall inform Vendors that payments under City Contracts and the resolution of disputes are not a County responsibility. Vendors shall bill Baytown directly for all materials, goods, or services ordered by it. Baytown understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, *et. seq.*, as amended.

V.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

VI.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective except for a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

VII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Harris County shall have the right to immediately terminate this Agreement upon a material breach by Baytown, which shall include, but not be limited to, noncompliance with Article II.

Any Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Parties to this Agreement. The obligations of Baytown to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the County contracts, until performed or discharged by Baytown.

VIII.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Harris County or Baytown at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Baytown:	The City of Baytown 2401 Market Street Baytown, Texas 77520 Attn: City Manager
To Harris County:	Harris County Purchasing Agent 1001 Preston, Suite 670 Houston, Texas 77002 Attn: Melissa McCord

Any Party may designate a different address by giving the other Party ten (10) days written notice.

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification

provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

X.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

CITY OF BAYTOWN

HARRIS COUNTY

By: RD
Name: Richard L. Davis
Title: City Manager

By: Ed Emmett
ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
Vince Ryan
CITY ATTORNEY

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: Ignacio Ramirez Sr.

By: Amy Samples
Amy Samples
Assistant County Attorney
C.A. File 17GEN2296

ORDER OF COMMISSIONERS COURT
Authorizing Interlocal Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of MAR 27 2018, 2018 with all members present except none.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT WITH
THE CITY OF BAYTOWN**

Commissioner Cagle introduced an order and made a motion that the same be adopted. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that County Judge Emmett be, and he is hereby authorized to execute on behalf of Harris County, an Interlocal Agreement with the City of Baytown to allow the City of Baytown to utilize Harris County's current contracts to purchase certain materials, goods and services from various businesses in order to increase the efficiency and effectiveness of government. The Interlocal Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioner's Court

MAR 27 2018

APPROVE clm
Recorded Vol ____ Page ____

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Rental agreement between Enterprise Rent-a-Car and Baytown Police

Company Name: AN Holdings, LLC., dba Enterprise Rent-a-Car

Department: Police

Date: 10/29/21

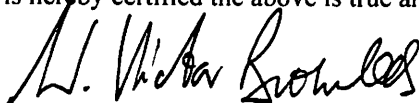
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

10/29/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. p.

Meeting Date: 12/09/2021

Subject: Restoration of the 1947 Mack Fire Truck

Prepared for: Kenneth Dobson, Fire

Prepared by: Ronald Roberts, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing the restoration of the Baytown Fire Department's 1947 Mack fire truck to be completed by Automotion Classics, Inc.

PREFACE

This proposed ordinance authorizes the restoration of the 1947 Mack fire truck through Automotion Classics, Inc., in the amount of \$82,426.70.

The request for proposals ("RFP") for the restoration of the fire truck was advertised in *The Baytown Sun* on October 26, 2021, and November 2, 2021. The proposals were publicly opened on 2:00 p.m. on November 10, 2021; and the City only received one proposal in response to its RFP. This restoration will include:

1. transportation to Troy, New York,
2. transportation back to Baytown, Texas
3. mechanical and electrical repairs,
4. body repairs,
5. prep and paint,
6. refinish wooden bed,
7. chrome parts,
8. striping, and
9. lettering.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 20230-84043

Source of Funds (Operating/Capital/Bonds): Capital

Funds Budgeted Y/N: Y

Amount Needed: \$82,426.70

Fiscal Impact (Additional Information):

Attachments

Ordinance - Restoration of the 1947 Mack Fire Truck

Quote - 1947 Mack

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE PROPOSAL OF AUTOMOTION CLASSICS, INC., FOR THE RESTORATION OF THE BAYTOWN FIRE DEPARTMENT'S 1947 MACK FIRE TRUCK; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF EIGHTY-TWO THOUSAND FOUR HUNDRED TWENTY-SIX AND 70/100 DOLLARS (\$82,426.70); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Baytown did authorize the Purchasing Department for the City of Baytown to advertise for proposals for the Restoration of the 1947 Mack Fire Truck to be received November 10, 2021; and

WHEREAS, notice to bidders as to the time and place, when and where the contract would be let was published pursuant to the provisions of Chapter 252 of the Texas Local Government Code; and

WHEREAS, all bids were opened and publicly read at City Hall at 2:00 p.m., on Wednesday, November 10, 2021, as per published notice to bidders; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown accepts the proposal of Automotion Classics, Inc., for the restoration of the Baytown Fire Department's 1947 Mack fire truck in the amount of EIGHTY-TWO THOUSAND FOUR HUNDRED TWENTY-SIX AND 70/100 DOLLARS (\$82,426.70) and authorizes payment thereof.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less; however, the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

R:\Karen Horner\Documents\Files\City Council\Ordinances\2021\December 9\Automotion mack fire truck.docx

Automotion Classics Inc.
788 5th Ave
Troy, NY 12182
brett@automotionclassics.com
www.automotionclassics.com



Estimate

ADDRESS

Ronald Roberts
Baytown Fire Dept.

ESTIMATE # 1104

DATE 11/08/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Mechanical	23	95.00	2,185.00
	Compression test, leak-down test, general assessment of engine health & condition. Ignition system rebuild, carburetor rebuild, new top-end gaskets. Change fluids, belts, hoses, rebuild water pump etc. *If the engine requires a more in-depth rebuild we will stop work and quote the new engine rebuild job to get approval*			
	Parts			1,200.00
	Estimate for basic engine bolts needed for refurbishment described above			
	Paint & Body	12	90.00	1,080.00
	Steam clean, detail, prep & paint engine			
				Subtotal: 4,465.00
	Paint & Body	50	90.00	4,500.00
	Disassemble, bag & tag all parts from body.			
	Services	1	2,800.00	2,800.00
	Media blast body panels to bare metal			
	Paint & Body	280	90.00	25,200.00
	Epoxy Prime all panels. Straighten sheet metal & block sand panels smooth. Spray Poly, final block & prep for paint			
	Paint & Body	75	90.00	6,750.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Prep, seal, paint all body panels. Wet sand & Buff all exterior panels.			
	Paint & Body	75	90.00	6,750.00
	Re-assemble body: running boards, chrome parts, fenders, dash, interior			
	Paint And Material	310	19.57	6,066.70
	Paint & Materials Per Labor Hour			
				Subtotal: 52,066.70
	Services	1	3,450.00	3,450.00
	Running boards, floor pans, & Misc silver parts: Straighten, sandblast, powder coat silver for a durable finish.			
	Services	1	14,000.00	14,000.00
	Chrome & Nickel : Re-plate all chrome & Nickel			
	Services	1	600.00	600.00
	New windshield custom made to replace delaminating original which will not survive being removed			
	Services	1	600.00	600.00
	Epoxy repair of steering wheel to repair cracks & damage. Re-paint to match. *Note: Full tear down & re-casting of steering wheel available for \$1,600			
	Services	1	2,950.00	2,950.00
	Striping, lettering, gold leaf & Logos			
				Subtotal: 21,600.00
	Services	1	4,295.00	4,295.00
	Shipping from Baytown TX to Troy NY location			
1947 Mack Fire Truck : Rough Estimate for restoration time & Cost			TOTAL	\$82,426.70

Accepted By

Accepted Date

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Restoration of the 1947 Mack Fire Truck

Company Name: Automotion Classics Inc

Department: Fire

Date: 09/28/21

Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.

Director of Finance

09/28/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. q.

Meeting Date: 12/09/2021

Subject: Consider an ordinance for the award of the Annual Fire Department Uniforms

Prepared for: Kenneth Dobson, Fire

Prepared by: Carla Hommel, Finance

Department: Fire

Information

ITEM

Consider an ordinance awarding the Annual Fire Department Uniforms Contract to Webb's Uniforms, LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).

PREFACE

This proposed ordinance awards the Annual Fire Department Uniforms Contract to Webb's Uniforms, LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard) Contract #587-19, in the amount of \$145,400.00.

This contract allows for the purchase of all firefighter uniforms to include: replacement uniforms, new-hire uniforms and Class A dress uniforms, as well as, all related supplies and accessories for the uniforms.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 20230-72007

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed: \$145,400.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - Annual Fire Department Uniforms

BuyBoard Contract

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$145,400.00) TO WEBB'S UNIFORMS, LLC, FOR THE PURCHASE OF ALL FIREFIGHTER UNIFORMS, TO INCLUDE REPLACEMENT UNIFORMS, NEW-HIRE UNIFORMS, AND CLASS A DRESS UNIFORMS, AS WELL AS ALL RELATED SUPPLIES AND ACCESSORIES FOR THE UNIFORMS FOR THE FIRE DEPARTMENT, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of ONE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$145,400.00) to Webb's Uniforms, LLC, for the purchase of all firefighter uniforms, to include replacement uniforms, new-hire uniforms, and Class A dress uniforms, as well as all related supplies and accessories for the uniforms for the Fire Department, through the Texas Local Government Purchasing Cooperative (BuyBoard).

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



May 1, 2020

Sent via email to: kelli@webbsuniforms.com

Kelli Webb
Webb's Uniforms, LLC
25275 Budde Rd Ste 1
Spring TX 77380

Re: Uniforms and Accessories
BuyBoard Contract 587-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 587-19 effective June 1, 2019, through May 31, 2020, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2021.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at connie.burkett@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in blue ink that reads "Connie W. Burkett".

Connie W Burkett, CTSBO
Contract Administrator

1st renewal v.02.13.2020

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Annual Fire Uniforms

Company Name: Webb's Uniforms

Department: Fire

Date: 11/11/21

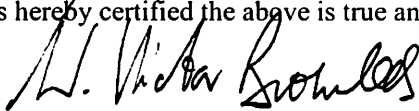
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/11/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. r.

Meeting Date: 12/09/2021

Subject: Purchase of enterprise storage systems from MarkIII Systems

Prepared for: Edward Tomjack, Information Technology Services

Prepared by: Edward Tomjack, Information Technology Services

Department: Information Technology Services

Information

ITEM

Consider an ordinance authorizing the purchase of the IBM FlashSystem 5200 enterprise storage from Mark III Systems through the Texas Department of Information Resources.

PREFACE

This proposed ordinance authorizes the purchase of two (2) IBM FlashSystem 5200's with supporting modules and drives, from Mark III Systems in the amount of \$229,570.00 using the DIR-TSO-3997 contract. These storage systems support the increasing volume of electronic documents being utilized by all Departments.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 35001-84042

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed: \$229,570.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - Purchase of Enterprise Storage Systems

MarkIII quote

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF TWO HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$229,570.00) TO MARK III SYSTEMS, FOR THE PURCHASE OF THE IBM FLASHSYSTEM 5200 ENTERPRISE STORAGE THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown has entered into an interlocal cooperative contract with the Texas Department of Information Resources ("DIR") for cooperative purchasing; and

WHEREAS, the DIR's purchasing process includes posting the request on the Electronic State Business Daily (ESBD), gathering and reviewing the vendors' responses to the posting, negotiating with selected vendors, and managing vendor contracts; and

WHEREAS, such process, in combination with the interlocal cooperative contract, allows the City to purchase automated information systems products and/or services in an efficient, cost-effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a DIR contract through its interlocal cooperation contract, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of TWO HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$229,570.00) to Mark III Systems, for the purchase of the IBM FlashSystem 5200 Enterprise Storage.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Lisa Stone
 Mark III Systems, Inc
 3600 S. Gessner #170
 Houston, Texas 77063
 Phone 713-664-9850
 Fax 713-664-9860
 Cell: 402-618-2773
Lisa.Stone@markiiisys.com



City of Baytown

FS5200 12x 19.2TB FCM – 5YR

DIR-TSO-3997

12248008-10743382 / 9486372

Product	Description	Qty	Purchase
4662-6H2	IBM FlashSystem 5200 NVMe Control Enclosure	1	\$ 16,900.00
9730	Power Cord - PDU Connection	1	\$ 28.00
ADN1	Order Type 1 Indicator - CTO	1	N/C
AGJW	Shipping and Handling	1	\$ 249.00
AGS7	19.2 TB NVMe Flash Core Module	12	\$ 138,000.00
AHPE	AC Power Supply (Pair)	1	N/C
AHZD	All Flash Solution Indicator	1	N/C
ALB3	16 Gb FC 4 Port Adapter Cards (Pair)	2	\$ 8,200.00
ALG1	512 GB Base Cache	1	\$ 8,600.00
ALH0	Expert Care Indicator	1	N/C
ALK5	EC Advanced 5 Year	1	N/C
			=====
	4662-6H2 Price		\$ 171,977.00
4663-A05	5 year Expert Care Advanced for FS5200	1	\$ 60,191.95
			=====
	4663-A05 Price		\$ 60,191.95
5775-STG	Support Line for Storage - 5 Year	1	N/C
526	Support per Server (N/C)	1	N/C
			=====
	5775-STG Price		\$ -
***** GRAND TOTALS *****			
	Hardware List Price		\$ 232,168.95
	City of Baytown Discounted Price		\$ 114,785.00
	Total Price for QTY 2		\$ 229,570.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Purchase of enterprise storage systems from MarkIII Systems

Company Name: Mark III Systems

Department: Information Technology Service (ITS)

Date: 11/23/21

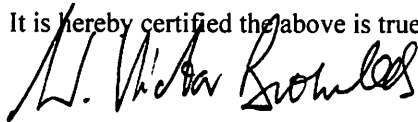
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/23/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. s.

Meeting Date: 12/09/2021

Subject: Renewal of Cisco Smartnet service

Prepared for: Edward Tomjack, Information Technology Services

Prepared by: Edward Tomjack, Information Technology Services

Department: Information Technology Services

Information

ITEM

Consider an ordinance authorizing the renewal of the Cisco network equipment support (SmartNet) offered by Presidio Network Solutions Group, LLC, through the Texas Department of Information Resources.

PREFACE

This proposed ordinance authorizes payment to Presidio Network Solutions Group, LLC, (DIR-TSO-4167) in the amount of \$58,151.53 for the purchase of Cisco SmartNet. SmartNet provides the hardware and software technical support for all Cisco network equipment used by the City.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 10710-73055

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed: \$58,151.53

Fiscal Impact (Additional Information):

Attachments

Ordinance - Renewal of Cisco SmartNet Service

Presidio Quote

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-EIGHT THOUSAND ONE HUNDRED FIFTY-ONE AND 53/100 DOLLARS (\$58,151.53) TO PRESIDIO NETWORK SOLUTIONS GROUP, LLC, FOR THE PURCHASE OF CISCO SMARTNET HARDWARE, SOFTWARE, AND TECHNICAL SUPPORT SERVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown has entered into an interlocal cooperative contract with the Texas Department of Information Resources ("DIR") for cooperative purchasing; and

WHEREAS, the DIR's purchasing process includes posting the request on the Electronic State Business Daily (ESBD), gathering and reviewing the vendors' responses to the posting, negotiating with selected vendors, and managing vendor contracts; and

WHEREAS, such process, in combination with the interlocal cooperative contract, allows the City to purchase automated information systems products and/or services in an efficient, cost-effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a DIR contract through its interlocal cooperation contract, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of FIFTY-EIGHT THOUSAND ONE HUNDRED FIFTY-ONE AND 53/100 DOLLARS (\$58,151.53) to Presidio Network Solutions Group, LLC, for the purchase of Cisco SmartNet hardware, software, and technical support services.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price may not be increased by more than twenty-five percent (25%) or decreased by more than twenty-five percent (25%) without the consent of the contractor to such decrease.

Section 3: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

TO: City Of Baytown
Bill McFarlane
2401 Market Street
Baytown, TX 77520

bill.mcfarlane@baytown.org
(p) 2814205816

FROM: Presidio Networked Solutions Group, LLC
Jonathan Hoffman
1300 W. Sam Houston Pkwy
Suite 200
Houston, TX 77042

jhoffman@presidio.com
(p) +1.713.795.2005

Customer#: CITY0670

Contract Vehicle: Texas DIR-TSO-4167 Cisco

Account Manager: Jonathan Hoffman

Inside Sales Rep: Stephanie Jansky

Title: City of Baytown Smartnet Renewal 2021

Comments: *** If purchasing off of the Texas State Contract, please ensure the PO has the following information stated:
Texas State DIR-TSO-4167***

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$58,151.53	1 for 12 mo(s)	\$58,151.53
Comments: ***Please see excel spreadsheet for itemized list***					

Sub Total:		\$58,151.53
Grand Total:		\$58,151.53

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

**CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION**

Project Name: Renewal of Cisco Smartnet service

Company Name: Presidio Networked Solutions, Group LLC

Department: Information Technology Service (ITS)

Date: 11/23/21

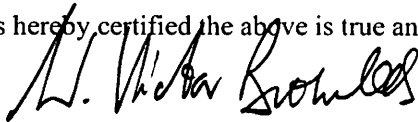
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



11/23/21

Director of Finance

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. t.

Meeting Date: 12/09/2021

Subject: Agreement for Officers and Equipment with the Baytown Crime Control and Prevention District

Prepared for: Trevor Fanning, Legal

Prepared by: Karen Horner, Legal

Department: Legal

Information

ITEM

Consider an ordinance authorizing the Agreement for Officers and Equipment with the Baytown Crime Control and Prevention District.

PREFACE

This proposed ordinance authorizes the Agreement for Officers and Equipment with the Baytown Crime Control and Prevention District ("CCPD").

Pursuant to the Agreement, the City will be responsible for managing various programs of the CCPD, including the Street Crimes Team, the Commercial Motor Carrier Enforcement Program and various equipment and technologies. CCPD provides funds for the City's continued employment of 14 patrol officers and one sergeant, as part of its public safety operations. Two of these patrol officers are assigned to DOT enforcement and the remaining 12 patrol officers make up the Street Crimes Team. The sergeant's position provides supervision and coordination of the activities of the team in the field. Under this agreement, the total sworn officers funded by CCPD will remain at 15; 14 patrol officers and one sergeant.

Also, as in the prior contract, the proposed agreement also allows for a reimbursement to the City for a portion of the costs incurred by the City in administering the programs of the CCPD.

This agreement is similar to the previous agreement, to which the entities agreed in 2006, 2011, and 2016, and shall continue for a period of five years, which is the period for which the CCPD was continued by the voters in 2020. CCPD will consider this agreement at its upcoming meeting to be held on January 11, 2022.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact

Attachments

Ordinance - Interlocal Agreement

Exhibit A - Interlocal Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT FOR OFFICERS AND EQUIPMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to an Interlocal Agreement with the Baytown Crime Control and Prevention District for officers and equipment. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

AGREEMENT FOR PATROL OFFICERS AND EQUIPMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement for Patrol Officers and Equipment (the "Agreement") is made by and between the CITY OF BAYTOWN, a municipal corporation located in Harris and Chambers Counties, Texas, (the "City") and the BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT, a crime control and prevention district created under Chapter 363 of the Texas Local Government Code, as amended, (the "Act") and located in Harris and Chambers Counties, Texas, (the "District"). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of District.

- a) The District is engaged in an on-going effort to provide new resources to fight crime and enhance public safety throughout the City.
- b) The District covenants that it shall actively work to productively coordinate its activities with the City in an effort to reduce duplication of services.
- c) The District represents and warrants that it has been properly created and is duly authorized pursuant to the Act to enter into this Agreement.

Section 2. Description of Programs.

The City, with the assistance of the District as herein specified, agrees to develop, organize and manage the following programs, including entering into and administering all contracts incident thereto:

- a) *Street Crimes Team.* This program will maintain the employment of twelve (12) patrol officers and one (1) sergeant to increase the number of officers patrolling the streets of the City.
- b) *Commercial Motor Carrier Enforcement.* This program will maintain the employment of two patrol officers to perform increased inspections and enforcement of commercial vehicles traveling in the City
- c) *Technologies.* This program will maintain and support the body-worn camera program, in-car video and interview rooms, including the purchasing of equipment, data storage and repair/replacement of technologies.

- d) *Administration.* This program will provide reimbursement for a portion of the costs incurred by the City in administering the crime control and prevention programs.

Persons holding any of the positions referenced hereinabove, which are funded, in part, by the District's programs mentioned hereinabove, shall be employees of the City; and, therefore, subject to the City's personnel policies and procedures and entitled to the benefits offered by the City to other similarly situated employees, as determined by the City in its sole discretion. As such, the City shall be responsible for the supervision and control of such employees.

Section 3. Program Reports.

The City shall prepare and submit to the District within 30 days after the end of each fiscal year during the term of this Agreement a verbal or brief written report describing the services performed by the City pursuant to this contract during the previous year along with a summary of expenditures for the previous fiscal year.

Section 4. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of the District's programs listed in Section 2, the District shall provide the funds to the City for the actual costs of such programs for each year of the Agreement. Expenditures will be budgeted on an annual basis, and the District shall be responsible for the actual program costs.

Unless otherwise provided, all payments required to be made herein shall be payable on or before 30 days after the District receives the sales and use tax levied pursuant to the provisions of the Act from the State comptroller. While the District receives such funds from the State on a quarterly basis, the District's obligations under this Agreement are on a yearly basis. As such, any funds received by the District during an agreement year and/or any prior year shall be applied to the actual expenses incurred during each year, regardless of when they are received.

The City understands and agrees that the District's obligation for payment under this Agreement shall at no time exceed the amount of sales and use tax revenue received by the District in any agreement year. If adequate funds are not received, the District shall have the obligation to pay the revenues actually received, and the City shall be obligated to expend only to the extent that such revenues cover the programs enumerated hereinabove.

Section 5. Term.

This Agreement shall be effective for a period commencing on the Effective Date, and ending five years after the date the District first levies taxes for District purposes as authorized pursuant to its continuation election held on November 3, 2020, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time.

Section 6. Termination for Cause.

A party may terminate its performance under this contract only upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its obligations under this contract as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said 30-day period the defaulting party cures the default, or (2) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Upon the termination of this Agreement, both parties shall be relieved of their respective obligations herein stated. This Agreement shall not be subject to termination for convenience.

Section 7. Force Majeure.

Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Agreement for the payment of funds allocated for the District's programs. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties or other causes beyond the reasonable control of the party obligated to perform.

Section 8. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 6 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid by the District to the City pursuant to this Agreement. If at the time of termination the District owes the City monies, the District shall remit to the City the appropriate amount computed as of the effective date of the termination.

Section 9. Parties in Interest.

This contract shall bind and benefit the City and the District and shall not bestow any rights upon any third parties.

Section 10. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 11. Compliance with Applicable Laws.

The parties hereto shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Baytown as they now exist or may hereafter be enacted or amended.

Section 12. Choice of Law; Venue.

This contract is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This contract is performable in Harris County, Texas.

Section 13. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

District
Baytown Crime Control and Prevention District
Attn: President, Board of Directors
P.O. Box 424
Baytown, TX 77522
Fax: (281) 420-6586

City
City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522-0424
Fax: (281) 420-6586

Section 14. Audits.

The City and the District may, at any reasonable time, conduct or cause to be conducted an audit of the other parties' records and financial transactions. The cost of said audit will be borne by the entity requesting the audit. The City and the District shall make available all of its records in support of the audit.

Section 15. Ambiguities.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 16. Captions.

The captions of the sections and subsections, if any, of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part or parts of this Agreement.

Section 17. Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 18. Assignment or Transfer of Rights or Obligations.

The City shall not sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the District.

Section 19. Severability.

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Section 20. Authority.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the ____ day of _____, 2022 ("Effective Date"), in multiple copies, each of which shall be an original.

CITY OF BAYTOWN

**BAYTOWN CRIME CONTROL AND
PREVENTION DISTRICT**

RICHARD L. DAVIS, City Manager

RIKKI WHEELER, President

ATTEST:

ATTEST:

ANGELA JACKSON, City Clerk

ANGELA JACKSON, Secretary



BAYTOWN CITY COUNCIL MEETING

9. u.

Meeting Date: 12/09/2021

Subject: Agreement for Fire Training Facility, Personnel, and Equipment with the Baytown Fire Control, Prevention, and Emergency Medical Services District

Prepared for: Trevor Fanning, Legal

Prepared by: Karen Horner, Legal

Department: Legal

Information

ITEM

Consider an ordinance authorizing an Agreement for Fire Training Facility, Personnel, and Equipment with the Baytown Fire Control, Prevention, and Emergency Medical Services District.

PREFACE

This proposed ordinance authorizes an Agreement for Fire Training Facility, Personnel, and Equipment with the Baytown Fire Control, Prevention, and Emergency Medical Services District ("FCPEMSD").

Pursuant to the Agreement, the City will be responsible for managing various programs of the FCPEMSD including the construction and operation of the fire training facility, the employment of an EMS QA/QI Lieutenant, and the procurement of fire technology and emergency response equipment. As with the previous agreement, the proposed agreement allows for a reimbursement to the City for a portion of the costs incurred by the City in administering the programs of the FCPEMSD.

This agreement is similar to the previous agreement, to which the entities agreed in 2006, 2011, and 2017, and shall continue for a period of five years, which is the period for which the FCPEMSD was continued by the voters in 2020. The FCPEMSD will consider this agreement at its meeting to be held on January 18, 2022.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact

Attachments

Ordinance - Interlocal

Exhibit A - Interlocal Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT WITH THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT FOR THE FIRE TRAINING FACILITY, PERSONNEL AND EQUIPMENT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to an Interlocal Agreement with the Baytown Fire Control, Prevention, and Emergency Medical Services District for the fire training facility, personnel and equipment. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

AGREEMENT FOR FIRE TRAINING FACILITY, PERSONNEL, AND EQUIPMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement for Fire Training Facility, Personnel, and Equipment (the "Agreement") is made by and between the CITY OF BAYTOWN, a municipal corporation located in Harris and Chambers Counties, Texas, (the "City") and the BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, a fire control, prevention, and emergency medical services district created under Chapter 344 of the Texas Local Government Code, as amended, (the "Act") and located in Harris and Chambers Counties, Texas, (the "District"). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

Section 1. Representations and Warranties of District.

- a) The District is engaged in an on-going effort to provide new resources to finance programs of the District consistent with Section 344.151 of the Act.
- b) The District covenants that it shall actively work to productively coordinate its activities with the City in an effort to reduce duplication of services.
- c) The District represents and warrants that it has been properly created and is duly authorized pursuant to the Act to enter into this Agreement.

Section 2. Description of Programs.

The City, with the assistance of the District as herein specified, agrees to develop, organize and manage the following programs, including entering into and administering all contracts incident thereto:

- a) *Fire Training Facility.* This facility will provide funding to support Phase III of the Fire Training Facility (the "Facility") as well as operational expenses of the Facility for training required by the Texas Commission on Fire Protection and the Baytown Fire Department (the "Department").

Plans and specifications for each phase of the fire training facility shall be approved by the District or its designee prior to the facility being advertised for bids. The plans and specifications may not be thereafter changed by the District to increase the price unless the District provides additional funds therefor. Likewise, once the plans and specifications are approved by the District, the City may not thereafter make significant changes to the same which would increase the construction price unless (i) the City provides the necessary funds therefor and the City has obtained the approval of the District or (ii) the District determines such changes are necessary and agrees in writing to pay for the increase in the construction price.

- b) *Fire & EMS Personnel (Training, QA/QI).* This program will expand the training opportunities of the Department and will provide appropriate staffing levels at the Facility to manage operations and training at the Facility.

Additionally, this program will also fund an EMS QA/QI Lieutenant position who will provide adequate oversight of EMS responses through continuous monitoring of medical documentation for quality assurance and appropriate patient care. Quality Assurance/Quality Improvement (QA/QI) is required by the State of Texas for EMS agencies.

- c) *Fire Technology and Emergency Response Equipment.* This program will provide resources necessary for the acquisition of additional and/or replacement medical equipment.
- d) *Administration.* This program will provide reimbursement for a portion of the costs incurred by the City in administering the fire control, prevention, and emergency medical services programs.

Persons filling any of the positions created, in part, by the District's programs mentioned hereinabove shall be employees of the City; and, therefore, subject to the City's personnel policies and procedures and entitled to the benefits offered by the City to other similarly situated employees, as determined by the City in its sole discretion. As such, the City shall be responsible for the supervision and control of such employees.

Section 3. Program Reports.

The City shall prepare and submit to the District within 30 days after the end of each fiscal year during the term of this Agreement a verbal or brief written report describing the services performed by the City pursuant to this contract during the previous year along with a summary of expenditures for the previous fiscal year.

Section 4. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of the District's programs listed in Section 2, the District shall provide the funds to the City for the actual costs of such programs for each year of the Agreement. Expenditures will be budgeted on an annual basis, and the District shall be responsible for the actual program costs.

Unless otherwise provided, all payments required to be made herein shall be payable on or before 30 days after the District receives the sales and use tax levied pursuant to the provisions of the Act from the State comptroller. While the District receives such funds from the State on a quarterly basis, the District's obligations under this Agreement are on a yearly basis. As such, any funds received by the District during an agreement year and/or any prior year shall be applied to the actual expenses incurred during each year, regardless of when they are received.

The City understands and agrees that the District's obligation for payment under this Agreement shall at no time exceed the amount of sales and use tax revenue received by the District. If adequate funds are not received, the District shall have the obligation to pay the revenues actually

received, and the City shall be obligated to expend only to the extent that such revenues cover the programs enumerated hereinabove.

Section 5. Term.

This Agreement shall be effective for a period commencing on the Effective Date, and ending five years after the date the District first levies taxes for District purposes as authorized pursuant to its continuation election held on November 3, 2020, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time.

Section 6. Termination for Cause.

A party may terminate its performance under this contract only upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its obligations under this contract as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (1) such termination shall be ineffective if within said 30-day period the defaulting party cures the default, or (2) such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Upon the termination of this Agreement, both parties shall be relieved of their respective obligations herein stated. This Agreement shall not be subject to termination for convenience.

Section 7. Force Majeure.

Any prevention, delay, nonperformance, or stoppage due to any of the following causes shall excuse nonperformance for the period of any such prevention, delay, nonperformance, or stoppage, except the obligations imposed by this Agreement for the payment of funds allocated for the District's programs. The causes referred to above are strikes, lockouts, labor disputes, failure of power, acts of God, acts of public enemies of this State or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls, casualties or other causes beyond the reasonable control of the party obligated to perform.

Section 8. Refund and Payment upon Termination.

Upon termination of this Agreement pursuant to Section 6 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid by the District to the City pursuant to this Agreement. If at the time of termination the District owes the City monies, the District shall remit to the City the appropriate amount computed as of the effective date of the termination.

Section 9. Parties in Interest.

This contract shall bind and benefit the City and the District and shall not bestow any rights upon any third parties.

Section 10. Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 11. Compliance with Applicable Laws.

The parties hereto shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, and all laws, regulations, and ordinances of the City of Baytown as they now exist or may hereafter be enacted or amended.

Section 12. Choice of Law; Venue.

This contract is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. This contract is performable in Harris County, Texas.

Section 13. Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

District
Baytown Fire Control, Prevention, and Emergency Medical Services District
Attn: President, Board of Directors
P.O. Box 424
Baytown, TX 77522-0424
Fax: (281) 420-6586

City
City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, Texas 77522-0424
Fax: (281) 420-6586

Section 14. Audits.

The City and the District may, at any reasonable time, conduct or cause to be conducted an audit of the other parties' records and financial transactions. The cost of said audit will be borne by the entity requesting the audit. The City and the District shall make available all of its records in support of the audit.

Section 15. Ambiguities.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 16. Captions.

The captions of the sections and subsections, if any, of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Agreement or of any part or parts of this Agreement.

Section 17. Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

Section 18. Assignment or Transfer of Rights or Obligations.

The City shall not sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without prior written consent of the District.

Section 19. Severability.

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Section 20. Authority.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the ____ day of _____, 2022, in multiple copies, each of which shall be an original.

CITY OF BAYTOWN

**BAYTOWN FIRE CONTROL,
PREVENTION AND EMERGENCY
MEDICAL SERVICES DISTRICT**

RICHARD L. DAVIS, City Manager

BRENDA BRADLEY SMITH, President

ATTEST:

ATTEST:

ANGELA JACKSON, City Clerk

ANGELA JACKSON, Secretary



BAYTOWN CITY COUNCIL MEETING

9. v.

Meeting Date: 12/09/2021

Subject: Harris County Emergency Services District No. 75's Emergency Services Contract

Prepared for: Karen Horner, Legal

Prepared by: Karen Horner, Legal

Department: Legal

Information

ITEM

Consider an ordinance authorizing an Interlocal Agreement for Emergency Services with Harris County Emergency Services District No. 75.

PREFACE

This proposed ordinance authorizes an Interlocal Agreement for Emergency Services with Harris County Emergency Services District No. 75 (the "District").

In 2013, shortly after the District was created, the City of Baytown entered into an agreement to provide emergency services, including Fire, EMS, and first responder services within the boundaries of the District for a three-year term, which expired on January 31, 2016. In exchange, the District agreed to pay the City \$450,000 per year. The second contract between the District and the City was for an additional three-year term, which expired on January 31, 2019.

When creating the District, it was contemplated that the City would eventually receive \$0.08 of the \$0.10 per \$100 of the assessed value levied by the District. However, for the first few years, the City was willing to provide a discount to the District in order for the District to become established. The Third contract, which expires on January 31, 2022, had a three-year term and was very similar to the previous agreements, except that the compensation was as follows:

Contract Year	Compensation
2019	\$747,000.00*
2020	84.24% of the maximum ad valorem taxes collected at the \$0.10 ad valorem tax rate*
2021	84.24% of the maximum ad valorem taxes collected at the \$0.10 ad valorem tax rate*

This proposed agreement is again for a three-year term and the City will receive the following:

Year	Compensation
------	--------------

2022	84.24% of the maximum ad valorem taxes collected at the greater of the District's: 1. Voter Approval Tax Rate or 2. De Minimis Tax Rate.
2023	84.24% of the maximum ad valorem taxes collected at the greater of the District's: 1. Voter Approval Tax Rate or 2. De Minimis Tax Rate.
2024	84.24% of the maximum ad valorem taxes collected at the greater of the District's: 1. Voter Approval Tax Rate or 2. De Minimis Tax Rate.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Ordinance - EMSD #75

Exhibit A - EDS #75

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES WITH HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 75; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the City Manager to execute and the City Clerk to attest to the Interlocal Agreement for Emergency Services with Harris County Emergency Services District No. 75. A copy of said agreement is attached hereto as Exhibit "A," and incorporated herein for all intents and purposes.

Section 2: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES

This **INTERLOCAL AGREEMENT** (herein "**Agreement**") **FOR EMERGENCY SERVICES** is entered into effective February 1, 2022, by and between **HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 75** and **THE CITY OF BAYTOWN, TEXAS**, for TEN AND NO/100 (\$10.00) DOLLARS, the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, **HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 75** and **THE CITY OF BAYTOWN, TEXAS** agree to the following:

I.

PARTIES

(1) **HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 75** ("District") is a political subdivision of the State of Texas, organized and operating in a portion of Harris County, Texas, under Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Texas Health and Safety Code ("H & S Code").

(2) **THE CITY OF BAYTOWN, TEXAS** (the "City of Baytown") is a Texas home-rule municipality operating in accordance with its municipal charter and applicable provisions of the Texas Constitution and state law.

II.

DEFINITIONS

Unless the context indicates otherwise, the following words as used in this Interlocal Agreement shall have the following meanings:

(1) "Emergency Services" shall mean and include the following services only:

(a) Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury, as defined in the Emergency Health Care Act, V.T.C.A., H & S Code, Sections 773.001, 773.003, as amended.

(b) Fire fighting, fire extinguishment, and rescue services used to respond to fire suppression and extinguishment, suspected fire incidents,

and other incendiary incidents, entrapments and extrications, motor vehicle and other types of accidents, hazardous materials responses, and other incidents for which the expertise and training of firefighters are appropriate or indicated.

(c) First responder services used to provide on-scene patient care to the ill and injured, but no services regarding the transport of such patients.

- (2) "Service Area" shall mean the area within the geographic boundaries of the District, as more particularly described in Exhibit "A," attached hereto and incorporated herein. Provided, however, in the event geographic boundaries of the District are reduced by the District's exclusion or removal of territory in accordance with Chapter 775 of the H & S Code, the Service Area, as defined in this Agreement, will be likewise reduced.

III.

BACKGROUND/JURISDICTION:

(1) The District is making this Agreement pursuant to Section 775.031 of the H & S Code. The District has the authority to enter into such necessary contracts with others, including incorporated cities, to make Emergency Services available to the District.

(2) The District has determined that it currently does not directly provide such Emergency Services or possess currently the capability of directly providing the Emergency Services.

(3) The City of Baytown currently possesses facilities and personnel to provide the Emergency Services to the District and is willing to utilize the City's facilities and personnel to provide to the District such Emergency Services under the terms and conditions of this Agreement and for the consideration hereinafter provided.

(4) The City of Baytown is making this Agreement pursuant to its municipal charter and applicable provisions of state law to provide Emergency Services in accordance with this Agreement to the District within the District's Services Area.

(5) This Agreement is entered into by the District and the City of Baytown pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

The purpose of the Agreement is for the City of Baytown to perform certain government functions, being the providing of the Emergency Services pursuant to this Agreement within the Service Area.

(6) The City of Baytown agrees to provide the Emergency Services in accordance with this Agreement.

(7) In performing their respective obligations hereunder, both the District and the City of Baytown shall comply with all applicable rules, regulations and laws of the United States of America, the State of Texas, and the City of Baytown, as they now exist or may hereinafter be enacted or amended.

IV.

TERM; EARLY TERMINATION

(1) The term of this Agreement is for a period of three (3) years, beginning February 1, 2022, and ending January 31, 2025.

(2) Either party may terminate this Agreement upon six (6) months' written notice to the other party.

(3) If either party defaults in any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of the default and shall provide thirty (30) days to cure the default. If the default is not cured within such thirty (30) days, the non-defaulting party may terminate this Agreement immediately thereafter by giving written notice of termination.

(4) The term of this Agreement may be extended only upon the mutual signed agreement of both parties upon such terms and conditions as agreed to at that time.

V.

TERMS OF COMPENSATION

(1) During the term of this Agreement, the compensation to be paid each year by the District to the City of Baytown for the Emergency Services to be provided by the City of Baytown shall be 84.24% of the ad valorem taxes which could be assessed and collected at the District's Voter-Approval Tax Rate or the District's De Minimis Rate (if said rate does not exceed the District's statutory maximum rate) (whichever is higher) as

calculated by Harris County Tax Assessor-Collector and as indicated on Section 8 of the District's Tax Rate Calculation Worksheet for tax years 2021, 2022 and 2023 and applied to District obligations in tax years 2022, 2023 and 2024. Payments shall be made payable on the 15th day of March and September during each year of the term of this Agreement. Late payments shall accrue interest in accordance with Section 2251.025 of the Texas Government Code.

(2) All obligations of the District to make the payments required by this Agreement are subject to the District actually collecting taxes levied; provided that any and all delinquent tax collections due for tax years 2022, 2023 and 2024 shall be remitted to the City within thirty (30) days of receipt thereof regardless of the expiration or termination of this Agreement. The District shall be required to submit a report of delinquent taxes collected including principal and interest amounts on the 15th day of March and September of each year. This obligation shall remain in full force and effect until all amounts due are paid in full to the City.

(3) Payments for each contract year to the City by the District are based upon certified values provided to the District by the Harris Central Appraisal District ("HCAD"). In the event that any certification by HCAD is later amended and that amendment results in the District being required to refund taxes to any entity erroneously assessed the District's tax rate, then the City will also be required to refund a proportionate amount of any payment already made by the District. In the event that any certification by HCAD is later amended and such amendment results in an increase in the certified value, the District shall be required to remit additional compensation based upon the new valuation and the formula established in this article.

(4) In the event the District shall choose to terminate the Agreement during the term, the District shall remit final payment along with its notice of termination in order for such termination to be effective. Such final payment shall include both (i) delinquent payments, if any, together with interest and (ii) the total amount due for the contract year in which the agreement is terminated.

(5) The City of Baytown has the sole discretion to determine how the compensation paid hereunder is expended.

VI.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

(1) The District acknowledges that the City of Baytown is a municipality with similar statutory obligations to its own corporate area and that the City of Baytown similarly provides Emergency Services to the corporate area of the City of Baytown and other jurisdictions pursuant to primary and mutual aid agreements. District further acknowledges that it recognizes that the provision of Emergency Services to District shall not be exclusive but shall be rendered in the context of the City of Baytown's fire and emergency response protocols, and that Emergency Services shall be provided contingent upon the availability of the City of Baytown's Emergency Services personnel, equipment and supplies. Nothing contained herein shall be construed so as to require the City of Baytown to provide Emergency Services under this Agreement if such personnel, equipment and supplies are unavailable or otherwise engaged in the actual provision of Emergency Services. In such instances the City of Baytown shall make reasonable effort to have Emergency Services provided to the District Service Area by other Emergency Services providers under mutual aid agreements that the City of Baytown has or will have with other Emergency Services providers. After receipt of a written request of the District, the City of Baytown agrees to provide District copies of its response protocols as same may affect District and the District's Service Area to the extent that the same are subject to disclosure.

(2) The City of Baytown represents that the quality of the Emergency Services provided will be of substantially similar quality to the Emergency Services that had been provided by the City of Baytown in the Service Area as of January 1, 2021.

(3) During the term of this Agreement, the City of Baytown agrees, subject to the limitations contained in this Agreement, to provide the Emergency Services to the District Service Area on a twenty-four (24) hour per day basis seven (7) days a week.

VII.

DUTIES AND RESPONSIBILITIES OF THE CITY OF BAYTOWN

(1) The City of Baytown agrees to provide the Emergency Services to the Service Area in accordance with this Agreement subject to the limitations set out in the preceding Article.

(2) Subject to the limitations set out in the preceding Article, the City of Baytown shall use reasonable efforts to provide the necessary manpower and equipment to provide the Emergency Services to the Service Area in accordance with this Agreement and may enter into and maintain reciprocal mutual aid agreements with surrounding fire departments when necessary or advisable as determined in the sole discretion of the City of Baytown.

(3) The City of Baytown, by and through its Fire Chief, shall furnish District on a quarterly basis, a copy of the run reports listing the total number of runs made by the City of Baytown Emergency Services agencies within the Service Area for the prior quarter. To the extent allowed by law, such reports shall include street addresses for fire suppression responses and the general vicinity of the EMS and EMS first responder calls. All such reports shall indicate the response times and identification of apparatus and equipment dispatched to each scene.

VIII.

NOTICE TO HARRIS COUNTY 911 NETWORK

The District and City of Baytown agree to present any required letters or resolutions to the Harris County 911 Network to reflect the providing of Emergency Services pursuant to this Agreement and dispatch protocols relative thereto.

IX.

AMENDMENT BY MUTUAL AGREEMENT

This Agreement may be amended only by the mutual signed and written agreement of the parties.

X.

ASSIGNABILITY

This Agreement shall not be assigned by either party without first obtaining the written consent of the other party.

XI.

MISCELLANEOUS

(1) Neither party shall be liable for failure to perform any duty or obligation that either may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war, or any cause outside the reasonable control of the party who had the duty to perform. The performance of such duty or obligation shall be excused for the period of the delay, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay.

(2) By this Agreement, District and the City of Baytown do not consent to litigation and expressly revoke any consent to litigation or suit, and the District and the City of Baytown hereby expressly revoke any consent that it may have granted by the terms of this Agreement, any charter, or applicable state law.

(3) Notwithstanding anything to the contrary contained in this Agreement, the City of Baytown and the District hereby agree that no claim or dispute between the City of Baytown and the District arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City of Baytown is subjected to an arbitration proceeding notwithstanding this provision, the District consents to be joined in the arbitration proceeding if the District's presence is required or requested by the City of Baytown for complete relief to be recorded in the arbitration proceeding.

(4) Notwithstanding anything in this Agreement which may be construed to the contrary, this Agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(5) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of the City of Baytown and the District are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(6) The City Manager of the City of Baytown or his designee shall be the liaison with the District. The District Board president or his designee shall be the liaison with the City of Baytown.

(7) This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein. Any oral representation or modification concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by all parties hereto.

(8) The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

(9) This Agreement is fully performable and enforceable in Harris County, Texas, wherein venue hereunder shall lie.

(10) This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the District and the City only.

(11) The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

(12) In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

(13) Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder

to exercise any right or remedy occurring as a result of any future default or failure of performance.

(14) The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

(15) The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

XI.

NOTICES

Any notice required or permitted to be given by the District to the City of Baytown hereunder may be given by certified or registered United States Mail, postage or fee prepaid, return receipt requested, and addressed to:

City of Baytown
P. O. Box 424
Baytown, Texas 77522
Attn: City Manager

With a copy to:
City of Baytown
201 E. Wye Drive
Baytown, Texas 77521
Attn: Fire Chief

Any notice required or permitted to be given by the City of Baytown to the District hereunder may be given by certified or registered United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Harris County ESD No. 75
P.O. Box 914
Mont Belvieu, Texas 77580

With a copy to:
Coveler & Peeler, P.C.
Attn: Nicole E. Pierce
820 Gessner, Suite 1710
Houston, Texas 77024

Either party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, postage or fee prepaid, shall be deemed given upon deposit in the United States mail.

This Agreement is dated the _____ day of _____, 2021, effective February 1, 2022.

THE CITY OF BAYTOWN, TEXAS

**HARRIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 75**

By: _____
Print Name: Richard L. Davis
Title: City Manager

By: _____
Print Name: Robert Wagnon
Title: Board President



BAYTOWN CITY COUNCIL MEETING

9. w.

Meeting Date: 12/09/2021

Subject: Consider awarding a professional services agreement to Accessology for the ADA Self-Evaluation & Transition Plan

Prepared for: Brian Moran, Administration **Prepared by:** Brian Moran, Administration

Department: Administration

Information

ITEM

Consider an ordinance authorizing a Consultant Services Agreement with Accessology Too, LLC, to perform services for the ADA Self-Evaluation & Transition Plan required by the Department of Justice.

PREFACE

The proposed ordinance authorizes a Consultant Services Agreement with Accessology Too, LLC, to perform services for an ADA Self-Evaluation & Transition Plan required by the Department of Justice pursuant to Title II of the Americans with Disabilities Act (ADA). Under Title II of the ADA, a public entity may not deny its programs, services, and activities to individuals with disabilities. Title II also establishes physical access requirements for public facilities such as buildings and sidewalks. The proposed agreement includes costs in an amount not to exceed \$650,000. This contract will provide staff assistance in:

- Development of an ADA Self-Evaluations and Transition Plan
- Assess and evaluate all sidewalk and curb ramp installations.
- Will review policies and evaluate current City policies, programs, and practices.
- Create a project database and inventory City of Baytown assets.
- Provide citizen outreach to allow opportunities for interested persons, individuals with disabilities, or organizations representing persons with disabilities to participate in the self-evaluation process.
- Train designated staff to perform field investigations, inspections, monitor and update the ADA Self-Evaluation & Transition Plan, internal procedures, and applicable government code, statutes, and regulations.

The project is estimated to be completed within nine (9) months

Fiscal Impact

Fiscal Year: 21/22
Acct Code: 11910-74021
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: \$400,000

Fiscal Impact (Additional Information):

Fiscal Year: 2022
Acct Code: 35004-82011
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: \$250,000

Fiscal Impact (Additional Information):

Attachments

Ordinance - PSA Accessology Too
Exhibit A - PSA Accessology Too
1295 form
2271 Form
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH ACCESSOLOGY TOO, LLC, FOR PERFORMANCE OF SERVICES RELATED TO THE ADA SELF-EVALUATION AND TRANSITION PLAN REQUIRED BY THE DEPARTMENT OF JUSTICE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Consulting Services Agreement with Accessology Too, LLC, for performance of services related to the ADA Self-Evaluation and Transition Plan required by the Department of Justice. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Accessology Too, LLC, in an amount not to exceed SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00) for consulting services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased or decreased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

EXHIBIT "A"

CONSULTING SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Consulting Services Agreement (the "Agreement") is made this 2nd day of December, 2021, by and between the City of Baytown, Texas, acting by and through the City Council of the City of Baytown, Texas, hereinafter referred to as the "City," and Accessology Too, LLC, a Texas limited liability company, hereinafter referred to as the "Consultant." The City and Consultant do hereby make and enter into the following agreement:

ARTICLE I. **Consultant**

- 1.1 The Consultant, as an independent contractor, covenants and agrees to draft and provide an ADA Self-Evaluation and Transition Plans, as well as all services and deliverables described in Article II (collectively the "Project").
- 1.2 The Consultant's services shall be performed by the Consultant in accordance with the terms of this Agreement and for the consideration herein stated. The Consultant covenants and agrees to perform the services in a professional manner. The Consultant shall complete the scope of work described in Article II and shall submit reports to the City as required.
- 1.3 The Consultant shall provide its services under this Agreement with the same degree of care, skill and diligence as is ordinarily provided by such professional under similar circumstances for the preparation of the Project and to which this Agreement applies. The Consultant will further give professional consultations and advice to the City during the performance of the services under this Agreement.

ARTICLE II. **Scope of Work**

- 2.1 The Consultant will perform the professional services related to the Project as set forth in Exhibit "A," which is attached hereto and made a part of this Agreement for all intents and purposes.
- 2.2 Pursuant to this Agreement, the City shall have the option to obtain the services of the Consultant to perform additional services. Such additional services shall be described in a written amendment to this Agreement, as agreed upon mutually by the City and the Consultant, including a description of the additional work, associated compensation, and time schedule as applicable.

ARTICLE III.
Consultant Personnel

- 3.1 The Consultant represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

ARTICLE IV.
Support Services

- 4.1 The City agrees to provide the Consultant with minimal support services during conduct of the services listed in Article II. The Consultant must have the resources and abilities to fully develop the Project.
- 4.2 The City will provide Consultant with any legal and reasonable access to areas, personnel, and information relevant to the Project as determined by City management.
- 4.3 To the extent authorized by law, the readily available existing data and documentation obtained by the City that are relevant to the accomplishment of the Scope of Work specified in Article II shall be made available by the City for use by the Consultant. However, in providing such data and documentation, the City makes no warranty as to the accuracy or reliability of the same. Nothing contained herein shall be construed to require the City to provide existing data and documentation in any certain format, including shapefile format, etc. The format in which the existing data and documentation will be provided shall be at the sole discretion of the City.
- 4.4 The City shall consider and act on all documents and project work items submitted by the Consultant that require review, comments or approval by the City within a reasonable period of time so as to enable the Consultant to complete the work on schedule as provided in Article V of this Agreement.
- 4.5 The City agrees to provide the Consultant with support services needed to organize, schedule, notify, provide, meet, locate, and conduct meetings for the Project. The Consultant will advise and coordinate with the City to accomplish these support services.

ARTICLE V.
Time of Performance

- 5.1 The Consultant shall commence services upon execution of this Agreement and receipt of written notice to proceed from the City.
- 5.2 The Consultant shall complete the services described in Article II in accordance with the timeline in Exhibit "B," which is attached hereto and made a part of this Agreement,

unless the scope of work and time of performance are changed in accordance with Article X.

- 5.3 The completion schedule set forth in Section 5.2 may not be subject to causes that result in delay over which neither the Consultant nor the City has any control. Notification and justification of any such delays identified by the Consultant must be made in writing and approved by the City. The schedule of work will be extended to include any such delays pursuant to Article X.
- 5.4 Except for the indemnity, release, and the tail coverage required in Article XIII, this Agreement shall terminate upon the City's final acceptance of work completed by the Consultant, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI.
Compensation to Consultant

- 6.1 The City shall compensate the Consultant for the professional services performed under this Agreement. For the basic services and supplemental engagement activities described in Exhibit "A," the City shall pay the Consultant for services rendered in an amount not to exceed SIX HUNDRED THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$634,000.00) based upon the following:

	Amount Not to Exceed
Accessology	\$255,000.00
Kimley-Horn	\$134,300.00
IMS	\$244,700.00

The maximum amount is contained in Exhibit "C," which is attached hereto and made a part of this Agreement for all intents and purposes. The maximum amount may be modified pursuant to Article X in the event of increased costs, change in the scope of work, time of performance, delays or increase or decrease in the complexity or character of the work.

- 6.2 For additional services rendered pursuant to Section 2.2, the City shall compensate the Consultant in the manner similar to the basic services and in accordance with the maximum amount of payment and other terms as specified in the amendatory agreement providing for the additional services.
- 6.3 Payment shall be made only after receipt of a detailed statement showing the percentage of the project completion and the amount of payment, less any previous payment made by the City, and a monthly progress report letter containing a report of work completed and the percentage of completion by task and for the overall project. The progress report letter will describe the basic or additional services performed and the work accomplished during the report period, as well as any problems or delays encountered and actions taken to remedy them. Each statement shall be certified as true and correct by an officer of the

Consultant. Each invoice is due and payable by the City within thirty (30) days following the date of its receipt by the City or within thirty (30) days of receipt of the invoiced services, whichever is later. However, the City shall not be obligated to pay the full amount of an invoice if there is a dispute in the bill tendered by the Consultant to the City for payment. In such case, the City shall pay only the undisputed amount.

When approximately 60 percent of the sum specified in Section 6.1 has been invoiced by the Consultant, the Consultant shall provide with the monthly progress report an assessment of the project to date, including recommended modifications to the scope of work and/or the expected need for additional authorizations, if any. The Consultant will not exceed the maximum fee specified in Section 6.1 unless authorized in writing by the City.

- 6.4 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If at any time during the period of performance under this Agreement the City does not make sufficient appropriations and authorizations, this Agreement shall terminate upon written notice being given by the City to the Consultant. The City's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final.

ARTICLE VII. **Product of Services, Copyright**

- 7.1 The Consultant and the City mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered to and become the property of the City. The Consultant shall have the right to retain copies and to utilize the product of its services for marketing purposes, except for any confidential information, as defined in Article XI hereof.
- 7.2 The Consultant shall furnish the City with the number of copies of reports as required in Exhibit "A."
- 7.3 Nothing produced in whole or in part by the Consultant under this Agreement shall be subject to application for copyright by or for the Consultant.
- 7.4 The Consultant hereby grants and conveys an ownership interest to the City in all work products relating to the services required to be performed in this Agreement without additional compensation.

ARTICLE VIII.
Private Interest of Public Officials and Consultant

- 8.1 No employee, agent or member of the City Council of the City shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE IX.
Certifications of Consultant

- 9.1 The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and it has not been paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 9.2 The Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X.
Changes or Termination

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The City may, from time to time, request changes in the scope of work and time of performance for the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement, with the exception of the indemnity, release and tail coverage required in Article XIII, may be terminated before the expiration date specified in Article V by any of the following conditions:
- a. Right of either party to terminate for cause. This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by registered or certified mail, and such termination shall take effect twenty (20) days after the notice is deposited in the mail; provided that the failure to perform has not been remedied in full prior to the expiration of the twenty (20)-day period. By such termination,

either party may nullify obligations already incurred for the performances or failure to perform before the termination date.

- b. Right of the City to terminate for convenience. This Agreement may also be terminated by the City for reasons other than failure by the Consultant to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to Consultant by registered or certified mail, and such termination shall take effect not less than seven (7) days following the date that the notice is deposited in the mail or at 5:00 p.m. on the date the notice is received by the Consultant, whichever is sooner.

- 10.4 Upon receipt of a notice of termination under any of the conditions under Section 10.3, the Consultant shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after the conditions specified in Section 10.3 being met or within thirty (30) days after the Consultant submits a statement of the actual services performed and payment is requested, or within thirty (30) days after the City's receipt of all data, study products and all other work products required to be tendered to the City, whichever is later, the City shall pay the Consultant allowable costs incurred, less previous payments. The City will only be obligated to compensate the Consultant in a just and equitable manner for those services actually performed prior to the effective date of termination. Data, study products and all other work product prepared by Consultant under this Agreement shall be delivered to the City within thirty (30) days after the receipt of the notice of termination if terminated by the City or within thirty (30) days after tendering the notice of termination if terminated by the Consultant.
- 10.5 Notwithstanding the provisions of Section 10.3 above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any negligent act or omission or any breach of the Agreement.

ARTICLE XI. **Confidentiality**

- 11.1 Any information determined by the City to be confidential pursuant to the Texas Public Information Act that is provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

ARTICLE XII. **Inspection of Records**

- 12.1 The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure

proper accounting for all project funds. These records will be retained for five (5) years after the expiration of this Agreement.

- 12.2 Any time during normal business hours and as requested by the City, the Consultant shall make available to the City for examination all of its project records with respect to all matters covered by this Agreement and will allow the City to review, examine and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Upon request by the City's representative, the financial records of the Consultant will be available in a timely manner for audit purposes to the City or its authorized representative at the Baytown City Hall, located at 2401 Market Street, Baytown, TX 77520. In any event, the financial records shall be made available to the City within ten (10) days of the City's request for the same. All copies made by the City pursuant to this section shall be made at the sole cost and expense of the Consultant.

ARTICLE XIII. **Insurance and Indemnification**

- 13.1 Throughout the term of this Agreement, the Consultant, at its own expense, shall purchase, maintain and keep in full force and effect insurance against claims for injuries to or death of persons or damages to property which may arise out of or resulting from the Consultant's services, whether such services be by the Consultant, its agents, representatives, volunteers, employees or subconsultants or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 13.2 The Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, agents and employees. Any insurance or self-insurance maintained by the City, its officials, agents and employees shall be considered in excess of the Consultant's insurance and shall not contribute to it. All coverage for subconsultants shall be subject to all of the requirements stated herein.
- 13.3 The insurance coverage herein shall, at a minimum, meet the following requirements:
1. Commercial General Liability
 - General Aggregate: \$1,000,000
 - Per Occurrence: \$500,000
 - Coverage shall be broad form CGL
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance
 - Waiver of Subrogation required.
 2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000

- Coverage for "Any Auto"
 - Waiver of Subrogation required.
3. Professional Liability
- Limit: \$1,000,000
 - Claims-made form is acceptable
 - Coverage will be in force for two (2) years after construction of the project is completed.
4. Workers' Compensation
- Statutory Limits
 - Employer's Liability \$1,000,000
 - Waiver of Subrogation required.
- 13.4 Prior to any work being performed on the site, the Consultant shall file with the City valid certificates of insurance and endorsements acceptable to the City. Such certificates shall contain a provision that coverage afforded under the policies will not be canceled, suspended, voided, or reduced until at least thirty (30) days' prior written notice has been given to the City via certified mail, return receipt requested.
- 13.5 The Consultant shall also file with the City valid certificates of insurance covering all subconsultants.
- 13.6 The following are general requirements applicable to all policies:
- All liability policies shall have an AM Best Rating of A-: VII or better.
 - Insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 - The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Errors and Omissions Policy required herein.
 - Upon request of and without cost to City of Baytown, certified copies of all insurance policies and/or certificates of insurance shall be furnished to City of Baytown's representative. Certificates of insurance showing evidence of insurance coverage shall be provided to City of Baytown's representative prior to any work being performed at the site.
 - Upon request of and without cost to City of Baytown, loss runs (claims listing) of any and/or all insurance coverage shall be furnished to City of Baytown's representative.

13.7

THE CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF

LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY THE CONSULTANT UNDER THIS AGREEMENT CAUSED, IN WHOLE OR IN PART, BY THE CONCURRENT NEGLIGENCE OF THE CITY AND THE CONSULTANT AND/OR CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONSULTANT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONSULTANT OF THE INJURY, DEATH OR DAMAGE AND FROM THE CONSEQUENCES OF THE CONSULTANT'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE INJURY, DEATH, OR DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM (I) THE SOLE NEGLIGENCE OF THE CITY OR (II) THE CONCURRENT NEGLIGENCE OF THE CITY IF THE CONSULTANT IS NOT JOINTLY NEGLIGENT. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, THE CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY.

The indemnity provided hereinabove shall survive the termination and/or expiration of this Agreement.

- 13.8 By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. The Consultant assumes full responsibility for its work and services performed hereunder and hereby releases, relinquishes and discharges

the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Consultant's work and/or services to be performed hereunder. This release shall apply with respect to the Consultant's work and/or services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

ARTICLE XIV.
Miscellaneous Provisions

- 14.1 Neither the City nor Consultant shall be required to perform any term, condition or covenant of this Agreement while such performance is delayed or interrupted by acts of God, material or labor restrictions by any governmental authority, civil riot, flood, hurricanes or other natural disasters, any other cause not within the control of the City or Consultant that by the exercise of due diligence the City or Consultant is unable to, wholly or in part, prevent or overcome and supersedes all prior agreements and understandings between City and Consultant concerning the subject matter of this Agreement. Any such delay in performance shall be excused only for the same amount of time as the occurrence giving rise to the delay shall have lasted or such period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated as determined in the sole discretion of the City.
- 14.2 This Agreement constitutes the entire agreement between the City and Consultant and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 If one or more of the provisions of this Agreement or the application of any provision to any party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.4 Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CONSULTANT
Accessology, LLC
Attn: Kristi J. Avalos
1407 W. University Drive
McKinney, TX 75069

CITY
City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522

- 14.5 The waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.
- 14.6 The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City thereto.
- 14.7 This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Consultant and the City only.
- 14.8 The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.
- 14.9 The City and Consultant each bind itself and its successors, executors and administrators and assigns of such other parties in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of the City.
- 14.10 The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement.
- 14.11 Each provision and clause required by law to be inserted into the Agreement shall be deemed to be included herein, and this Agreement shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.12 The failure on the part of any party herein at any time to require the performance by the other party of any portion of this Agreement shall not be deemed a waiver of or in any way affect that party's rights to enforce such provision or another provision in the future. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.13 Any and all representations and conditions made by the Consultant under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the City, whether delivered at the time of execution or at a later date, shall constitute representations hereunder.

- 14.14 All Exhibits hereto are incorporated into and made part of this Agreement. In the event of any inconsistency among this Professional Services Agreement and the Exhibits, they shall control in the following order of priority:

This Agreement
Exhibit A-Scope of Work
Exhibit B-Timeline
Exhibit C-Fees and Expenses

- 14.15 This Agreement is performed in Harris County, Texas, and is subject to all applicable Federal and State laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal government authority having or asserting jurisdiction.
- 14.16 In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an equal opportunity employer.
- 14.17 Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.
- 14.18 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 14.19 The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- 14.20 The section headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.
- 14.21 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless context requires otherwise.
- 14.22 The officers executing this Agreement on behalf of the parties hereby confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date first referenced hereinabove.

CITY OF BAYTOWN

ATTEST:

RICHARD L. DAVIS, City Manager

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney


ACCESSOLOGY TOO, LLC

(Signature)

Kristi J. Avalos

(Printed Name)

President/CEO
(Title)

STATE OF TEXAS §
 §
COUNTY OF Collin §

Before me, Jennifer Brandon, the undersigned notary public, on this day personally appeared Kristi J. Avalos, as President/CEO of Accessology Too, LLC,

 X known to me;
 proved to me on the oath of _____; or
 proved to me through his/her current _____
 {description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed.

Exhibit "A"

SCOPE OF WORK

Deliverables	Key Activities
Self-Evaluation and Transition Plan	<ul style="list-style-type: none"> • Develop the procedures and Forms needed to conduct a Self-Evaluation and Transition Plan; • Insure the Transition Plan includes all requisite information necessary to comply with Title II of the ADA and Section 504 of the Rehabilitation Act of 1973, including, but not limited to: <ul style="list-style-type: none"> • The Methodology for the self-evaluation of existing barriers to accessibility; • Summary of the findings of the self-Evaluation of facilities, policies, programs, and practices; • Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation • Cost estimates of remediation measures; • Implementation schedule that includes milestones or measures of achievement for monitoring implementation; • Procedure for periodically reviewing and updating the Transition Plan; • Development of procedures for grievances; and • Assignment of responsibilities for repair/replacement.
Sidewalk and Curb Ramp Evaluation	<ul style="list-style-type: none"> • Conduct field investigations of public facilities, including an evaluation of the City's sidewalks, street intersections (curb ramps & crosswalks), pedestrian signals, parking lots and parks; • Train City staff on how to conduct these field investigations with recommended equipment; • Identify how data will be collected, and provide equipment list that will be used; • Develop city-wide reference map using GIS for curb ramps, including associated database with condition data, ramp type, slope, landing area, warning surface and other compliance information to include: <ul style="list-style-type: none"> • Grass over Sidewalk; • Offset joints; • Cracked panels; • Exceeds max cross slope; • Exceeds max running slope; • Missing barrier free ramp; • Non-compliant Barrier Free Ramp. • GIS connectivity would be achieved through CityWorks. Database solutions not involving the CityWorks platform must be based on a Microsoft platform (Windows Server, MS SQL Server, Office, Sharepoint, etc.) with a web interface. Custom desktop deployed client solutions will not be considered. GIS connectivity will be required to ArcGIS Version 10; • Inventory all signalized intersections.

Deliverables	Key Activities
Building Evaluation	<ul style="list-style-type: none"> • Determine the level of ADA compliance required for each City building; • Conduct necessary investigations of the areas of each building open to public access; • Identify physical barriers within the public areas of City buildings and the public right-of-way that limit accessibility and compare facilities for compliance with the Texas Building Standards Code and the Federal ADA Accessibility Guidelines (ADAAG).
Policy Review	<ul style="list-style-type: none"> • Review and evaluate current City policies, programs (including, but not limited to, recreation programs), and practices in order to identify issues which may be discriminatory to people with disabilities; • Evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures.
Project Database	<ul style="list-style-type: none"> • Develop a database for the ADA Self-Evaluation using City-approved software; • Ensure the Transition Plan correlates all components of the Transition Plan, including, but not limited to, compliance and facility reports, facility diagrams, Transition Plan, reference drawings, standard drawings, and photographs.
Meetings	<ul style="list-style-type: none"> • Attend at least three meetings with City staff, including a kick-off meeting, interim progress meeting and a final completion meeting, in addition to any required site visits and staff meetings needed for self-evaluation investigation, and document research; • Attend and present the ADA Transition Plan to the City Council at a public meeting.
Outreach Program	<ul style="list-style-type: none"> • Lead an outreach program via Baytown Engage to assist the City in advising the public of the ADA Self-Evaluation and Transition Plan project and to provide an opportunity for interested persons, individuals with disabilities, or organizations representing persons with disabilities to participate in the self-evaluation process; • Organize a project community meeting (or meetings) to inform the community of the project and receive input on the process, maintain a record of the proceedings and comments and be prepared to answer questions within their area of expertise.

Deliverables	Key Activities
Progress Reports	<ul style="list-style-type: none"> • Furnish monthly progress reports each month to include technical and financial progress, the percentage completed, and a description of the work accomplished, difficulties encountered, and remedial action taken during the reporting period; • Reports should include anticipated activity with a schedule of deliverables for the subsequent reporting period.
Training	<ul style="list-style-type: none"> • Assist the City in designating an ADA Coordinator and ADA liaisons from relevant departments to serve as an ongoing work group; • Train designated City staff in the following areas: <ul style="list-style-type: none"> • Applicable government code, statutes and regulations; • Performing field investigations and inspections; • Preparation of ADA Compliance Assessment Reports; • Using and maintaining the database; • Using and maintaining the project map; • Monitoring and updating the ADA Self-Evaluation and Transition Plan; • Internal procedures for granting exemptions for City projects.
Deliverables	<ul style="list-style-type: none"> • Provide meeting minutes, action items and deliverables log, progress schedules, monthly progress reports, and staff surveys in prescribed formats; • Inventory list and mapping, facility diagram, and physical surveys in PDF, Excel and ArcGIS formats; • Draft and final ADA Self-Evaluation and Transition Plans, including an executive summary, shall be provided, as well as editable electronic copies in both Microsoft Word and PDF formats; • A GIS database of barriers, with georeferenced pictures of the barriers for ongoing monitoring and updating; • All data files, project maps and graphics, audit results and related materials associated with the field investigations and facility evaluations; • All materials and reports generated by this project become the sole property of the City, and any use and control of these materials shall be at the discretion of the City.

Exhibit "B"

TIMELINE

March 23, 2022 Completion of the Self Evaluation

May 25, 2022 Completion of City staff training

June 15, 2022 Completion of the final ADA Transition Plan

TASK	2021			2022					
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Project Management									
Project Kick Off Meeting									
Self-Evaluation									
Transition Plan Development									
Documentation									
Training									
Meetings									

Exhibit "C"

EXPENSES

	Accessology	Kimley-Horn	IMS
Project Management	\$ 5,900	\$ 6,265	
Self Evaluation			
<i>Programs, Services and Activities</i>	\$ 58,100		
<i>Buildings</i>	\$ 19,470		
<i>Parks/Trails</i>	\$ 46,260		
<i>Sidewalk</i>		\$ 3,150	\$ 117,100
<i>Curb Ramps</i>		\$ 3,150	\$ 127,800
<i>Pedestrian Signals and Signalized Intersections</i>		\$ 29,550	
<i>Transit Stops</i>		\$ 6,925	
Reporting			
<i>Buildings</i>	\$ 16,425		
<i>Parks/Trails</i>	\$ 24,045		
<i>Sidewalk</i>		\$ 11,165	
<i>Curb Ramps</i>		\$ 8,865	
<i>Pedestrian Signals and Signalized Intersections</i>		\$ 16,095	
<i>Transit Stops</i>		\$ 4,830	
<i>GIS Reference Map for Curb Ramps</i>		\$ 1,630	
Transition Plan Development			
<i>Prioritization</i>	\$ 1,600	\$ 695	
<i>Budget Development for Remediation</i>	\$ 1,600	\$ 1,095	
<i>Draft Transition Plan</i>	\$ 7,400	\$ 5,675	
<i>Final Transition Plan</i>	\$ 5,800	\$ 2,830	
Meetings			
<i>Project Kick Off Meeting</i>	\$ 3,500	\$ 3,505	
<i>ADA Advisory Committee Meeting</i>	\$ 3,000		
<i>Progress Meetings (2)</i>	\$ 7,600	\$ 5,900	
<i>City Council Meeting</i>	\$ 5,400	\$ 2,740	
<i>Conference Calls</i>	\$ 1,800		
Public Outreach			
<i>Virtual Outreach with online survey/map</i>	\$ 3,750	\$ 1,660	
<i>Public Meeting</i>	\$ 3,750	\$ 3,155	
City Staff Training (16 hours)	\$ 7,600	\$ 5,320	
<i>Applicable government codes, etc.</i>			
<i>Performing field investigations</i>			
<i>Preparation of ADA compliance reports</i>			
<i>Using the project database</i>			
<i>Using and maintaining the project map</i>			
Expenses	\$ 32,000	\$ 10,100	
Labor Totals	\$ 223,000	\$ 124,200	\$ 244,700
Sub-Totals	\$ 255,000	\$ 134,300	\$ 244,700
Project Total	\$ 634,000		

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Consider awarding a professional services agreement to Accessology, LLC

Company Name: Accessology Too, LLC

Department: Administration

Date: 12/01/21

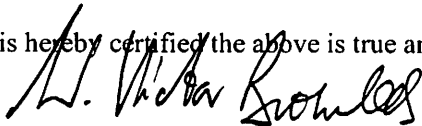
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

12/01/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. x.

Meeting Date: 12/09/2021

Subject: Consider an ordinance for the award of the Legislative Advocacy Services Agreement

Prepared for: Thomas Reeves, Public Affairs **Prepared by:** Carla Hommel, Finance

Department: Public Affairs

Information

ITEM

Consider an ordinance authorizing a Legislative Advocacy Services Agreement with Schlueter Group of Texas LLC.

PREFACE

This proposed ordinance authorizes a Legislative Advocacy Services Agreement with Schlueter Group of Texas, LLC, for an annual fee of \$66,000.00.

The term of the agreement is two (2) years with an option to extend and renew.

Advertising for this proposal occurred on October 14, 2021 and October 21, 2021. The Request For Proposals (RFP) was received by eighteen (18) agencies. On October 29, 2021 at 2 pm, proposals were received by the City from eleven (11) respondents.

The City conducted interviews with four (4) respondents, finding Schlueter Group to be the agency that could support the City's desire of effectual advocacy.

The firm will provide legislative and lobbying services at the state level to assist the City in developing and promoting a legislative agenda. This agenda will include areas of general municipal government including but not limited to: economic development, telecommunications, sanitation, waste disposal, parks and recreational services, streets and transportation, sanitary sewer, storm water, infrastructure, police and fire services, homeland security, grants, legislative issues that restrict the powers of local government such as eminent domain and annexation, and other issues affecting municipalities.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 11910-74072

Source of Funds (Operating/Capital/Bonds): Operating

Funds Budgeted Y/N: Y

Amount Needed: \$66,000.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - Legislative Advocacy Services Agreement

Exhibit A - Legislative Advocacy Services Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A LEGISLATIVE ADVOCACY SERVICES AGREEMENT WITH SCHLUETER GROUP OF TEXAS LLC, FOR LEGISLATIVE AND LOBBYING SERVICES; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$66,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute a Legislative Advocacy Services Agreement with Schlueter Group of Texas LLC, for legislative and lobbying services at the state level to assist the City in developing and promoting a legislative agenda. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Schlueter Group of Texas LLC, in an amount not to exceed SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$66,000.00) for legislative advocacy services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the amount authorized in Section 2 hereof may not be increased or decreased by more than twenty-five percent (25%).

Section 4: This ordinance shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

Exhibit "A"

LEGISLATIVE ADVOCACY SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Legislative Advocacy Services Agreement (the "Agreement") is entered into on this the 3rd day of December, 2021, (hereinafter the "Effective Date") by and between the City of Baytown, Texas, a municipal corporation located in Harris and Chambers Counties, Texas (the "City") and Schlueter Group of Texas LLC, a Texas limited liability company (hereinafter referred to as the "Consultant") for legislative advocacy services.

1. Consultant. The Consultant will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions including reasonable, informed judgment and prompt, timely action.
2. Scope of Services. The Consultant agrees to provide legislative and lobbying services at the state level to assist the City in developing and promoting a legislative agenda and securing funding for City projects. This agenda will include areas of general municipal government, including, but not limited to, economic development, telecommunications, sanitation, waste disposal, parks and recreational services, streets and transportation, sanitary sewer, storm water, infrastructure, police and fire services, homeland security, grants, as well as legislative matters that restrict the powers of local government, such as eminent domain and annexation. The scope of work is detailed in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.
3. Compensation. The City agrees to pay the Consultant for services performed and expenses incurred under this Agreement an amount not to exceed SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$66,000.00). Compensation will be determined on a lump sum basis and shall be paid in equal monthly payments of FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00) within thirty days after receipt of service for the applicable advocacy services period or receipt of services, whichever is later.
4. Term. This Agreement shall begin on January 1, 2022 and shall expire on December 31, 2023, unless terminated earlier in accordance with its terms or renewed in writing under the same terms and conditions. It is expressly understood and agreed that should funds not be appropriated for this Agreement by the City Council in any future fiscal year, the City shall have the right to terminate this Agreement without penalty.
5. Ownership of Documents. Any materials and documents prepared or assembled by the Consultant under this Agreement shall become the sole property of the City and shall be delivered to the City, without restriction on future use, prior to the expiration of this agreement or within five days of termination of the same.
6. Right to Inspect Records. The Consultant agrees that the City, at no cost, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving transactions relating to this Agreement. Within fifteen (15) days of a request therefor, the Consultant shall make such books, documents papers, and records available
7. Insurance. Consultant shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, volunteers, employees or subconsultants.

- a. Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of Consultant's insurance and shall not contribute to it. Further, Consultant shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all of the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate: \$1,000,000
 - Personal & Advertising Injury: \$500,000
 - Per Occurrence: \$1,000,000
 - Waiver of Subrogation required
 - Coverage shall be broad form
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for "Any Auto"
 - Waiver of Subrogation required.
3. Workers' Compensation
 - Statutory Limits
 - Employer's Liability \$500,000
 - Waiver of Subrogation required.
4. Professional Liability, if applicable
 - Limit: \$1,000,000
 - Claims-made form is acceptable
 - Coverage will be in force for two (2) years after construction of the project is completed.

- b. The following shall be applicable to all policies of insurance required herein:

1. Insurance carrier for all liability policies must have an A.M. Best Rating of A:VIII or better.
2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Liability policies must be on occurrence form. Errors and Omissions/Professional Liability can be on claims-made form.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to the City.

5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

8. Indemnification and Release.

THE RESPONDENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY, OR FOR ANY BREACH OF CONTRACT, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY THE CONSULTANT CAUSED, IN WHOLE OR IN PART, BY THE CONCURRENT NEGLIGENCE OF THE CITY AND THE CONSULTANT AND/OR CAUSED BY THE SOLE OR JOINT NEGLIGENCE OF THE CONSULTANT. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONSULTANT OF THE INJURY, DEATH OR DAMAGE AND FROM THE CONSEQUENCES OF THE RESPONDENT'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE INJURY, DEATH, OR DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM (I) THE SOLE NEGLIGENCE OF THE CITY OR (II) THE CONCURRENT NEGLIGENCE OF THE CITY IF THE RESPONDENT IS NOT JOINTLY NEGLIGENT. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS

INDEMNIFIED, THE RESPONDENT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF ANY EXECUTED AGREEMENT.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Contract or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. Consultant assumes full responsibility for its services performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Consultant's services to be performed hereunder. This release shall apply with respect to Consultant's services regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

9. Independent Contractor. The Consultant's status will be that of an independent contractor and not an agent, servant, employee or representative of the City in the performance of this Agreement. No term or provision or act of the Consultant or the City under this Agreement will be construed as changing that status. The Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of itself and any of its agents. The doctrine of respondeat superior shall not apply between the City and the Consultant or anyone employed by it; and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Consultant.
10. Termination by City. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement with or without cause upon ten (10) days' written notice from the City Manager to the Consultant of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement for cause if the Consultant
 - (i) fails to commence the services required herein in accordance with the provisions of this Agreement;
 - (ii) fails to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement; or
 - (iii) fails to perform any of its obligations under this Agreement.

Upon delivery of any notice of termination required herein, Consultant shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, Consultant shall submit a final statement showing in detail the services satisfactorily performed and accepted and all other appropriate documentation required herein for payment of services. At the same time that the final statement is tendered to the City, Consultant shall also tender to the City's Director of Public Affairs all of Consultant's instruments of service and all other documents or work product generated by Consultant under this Agreement, whether complete or not, in an acceptable form and format to the City. No final payment will be made until all such items are provided to the City.

If this Agreement is terminated for cause, Consultant shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing

Consultant's services. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

11. Confidential Information. The Consultant hereby acknowledges and agrees that it may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. The Consultant shall treat any such information received in full confidence and will not disclose or appropriate for its own use or for the use of any third party, at any time during or subsequent to this Agreement, such confidential information. As used herein, "confidential information" means all oral and written information concerning the City of Baytown, its departments, officers and employees and all oral and written information concerning the City or its activities, which is of a non-public, proprietary or confidential nature.
12. Successors and Assigns. The City and the Consultant bind themselves along with their respective successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign or transfer its interest herein without the prior written consent of the other.
13. Applicable Law. This Agreement is entered into subject to the Charter and Ordinances of the City as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. The Consultant will make any and all reports required per federal, state or local law, including, but not limited to, proper reporting to the Internal Revenue Service as required in accordance with the Consultant's income.
14. Severability. If any of the terms, provisions, covenants, conditions or any other part of this Agreement are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
15. Remedies. No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
16. Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to the matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.
17. Non-waiver. It is further agreed that one or more instances of forbearance by the City in the exercise of its rights herein shall in no way constitute a waiver thereof.
18. Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.
19. Venue. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Baytown, Harris County, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Baytown, Harris County, Texas.
20. Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

21. Notice. All notices required to be given hereunder shall be given in writing either by telecopier, overnight, or facsimile transmission, certified or registered mail at the respective addresses of the parties set forth herein or at such other address as may be designated in writing by either party. Notices given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

CONSULTANT

Schlueter Group of Texas LLC
Attn: 1122 Colorado Street, Suite 200
Austin, TX 78701

CITY

City of Baytown
Attn: City Manager
P.O. Box 424
Baytown, TX 77522

If Consultant, at any time during the term of this agreement, incurs a debt, as the word is defined in section 2-662 of the Code of Ordinances of the City of Baytown, it shall immediately notify the City's Director of Finance in writing. If the City's Director of Finance becomes aware that the Consultant has incurred a debt, the City's Director of Finance shall immediately notify the Consultant in writing. If the Consultant does not pay the debt within 30 days of either such notification, the City's Director of Finance may deduct funds in an amount equal to the debt from any payments owed to the Consultant under this Agreement, and the Consultant waives any recourse therefor.

22. Verification. Consultant agrees that it (i) does not boycott Israel and will not boycott Israel during the term of this Agreement; (ii) does not boycott energy companies and will not boycott energy companies during the term of this Agreement; and (iii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. For purposes of this section, the following definitions apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - b. does business with a company described by Paragraph (a).
3. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - a. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - b. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - c. terminate an existing business relationship with the entity or association based

solely on its status as a firearm entity or firearm trade association;
but does not include:

- a. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
- b. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (1) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (2) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

23. No Third-Party Beneficiaries. This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the Consultant and the City only.
24. No Right to Arbitration. Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.
25. Time of the Essence. Both the Consultant and the City acknowledge that time is of the essence in this Agreement.
26. Authority. The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same agreement on the ____ day of December, 2021, the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

SCHLUETER GROUP OF TEXAS LLC

(Signature)

(Printed Name)

(Title)

STATE OF Texas §
COUNTY OF Travis §

Before me on this day personally appeared 03 December 2021 in his/her capacity as Principal of Schluter Group of Texas LLC on behalf of such limited liability company,

☐ known to me;
☐ proved to me on the oath of _____; or
☒ proved to me through his/her current TX Driver License
{description of identification card or other document issued by the federal government or any state government that contains the photograph and signature of the acknowledging person}

(check one)

to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN before me this ___ day of October, 2021.

Brenda Ramirez
Notary Public in and for the State of Texas

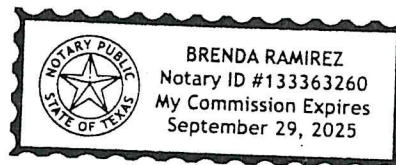


Exhibit "A"

SCOPE OF SERVICES

The Consultant shall perform the following scope of services for and on behalf of the City of Baytown:

- Provide strategic and rapid response lobby services;
- Work with the City's leadership to formulate and execute a government relations master legislative plan;
- Meet with key legislative leadership: Speaker, Governor, Lt. Governor, House and Senate Leadership - Identify opportunities for city council members and the Director of Public Affairs (the "Director") to meet with the governor and administration, state legislators and staff, and state agency staff;
- Interact and participate with Texas Municipal League;
- Work with the City Council and the Director on messaging and legislative approach;
- Represent the City's position on legislation of interest to the City.
- Represent the City to state regulatory agencies;
- Meet with the Harris County/Chambers County legislative delegation;
- Plan and facilitate "Baytown Day at the Capitol" during the next legislative session;
- Meet with regional and like-minded groups to advance the City's agenda;
- Support public relations, media relations, and crisis management;
- Provide a stream of positive information regarding the City to the media;
- Provide spokesperson training for media purposes;
- Identify state and local grant opportunities;
- Collaborate on press strategy;
- Communicate with the Director on an ongoing basis, providing updates upon request and on a monthly basis;
- Assist in preparing testimony;
- Advance bipartisan agenda;
- Cultivate legislative friends with strategic public relations, if needed;
- Coordinate with like-minded groups or individuals;
- Collaborate on research and policy papers, as needed;
- Draft, in concert with the City Attorney, legislation, if needed;
- Advise on all relevant political matters; and
- Perform other duties as the city council or the Director may find necessary.

Additional Services

The City shall not be responsible or liable for any additional services performed by the Consultant unless such additional services have been approved in writing prior to the performance of the same.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Legislative Advocacy Services

Company Name: The Schlueter Group

Department: Administration

Date: 11/19/21

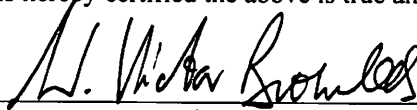
Council Date: 12/09/21

A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ to be indebted to the City in the following areas:

☒ not to be indebted to the City.

It is hereby certified the above is true and correct based on the best information available.



Director of Finance

11/19/21

Date

For information regarding this certificate, please contact the Finance Director at 281-420-6531.

If an appeal to this determination is to be filed under section 2-664 of this code, please forward to the following address:

City of Baytown
Director of Finance
P O Box 424
Baytown, TX 77522-0424



BAYTOWN CITY COUNCIL MEETING

9. y.

Meeting Date: 12/09/2021

Subject: Consider Designating Authorized Signatories for CDBG Program

Prepared for: Rick Davis, City Management **Prepared by:** Leasa Lopez, Administration

Department: Administration

Information

ITEM

Consider a resolution designating authorized signatories for the Community Development Block Grant (CDBG) Program.

PREFACE

This proposed resolution designates the Mayor and the City Manager as signatories for contractual documents and the Director of Finance, and the Director of Public Works and Engineering as signatories for financial documents pertaining to the Community Development Block Grant Program (CDBG). The City of Baytown received a Community Development Block Grant award to provide infrastructure improvements and must appoint persons to execute contractual documents and documents for requesting funds as listed in the attached signed copy of the CDBG Depository/Authorized Signatories Designation Form. The City acknowledges that in the event that an authorized signatory of the City changes due to elections, illness, resignations, etc., the City must provide a revised Depository/Authorized Signatories Designation Form. GLO Contract #22-085-012-D240.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact; this is a designation of authorized CDBG signatories only.

Attachments

Resolution - CDBG Signatories

Signatory Form

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,
TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL
DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING
TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND
PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown, Texas, has received a Community Development Block Grant ("CDBG") award to provide infrastructure improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds; and

WHEREAS, an original signed copy of the CDBG Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution; and

WHEREAS, the City of Baytown, Texas, acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide a revised Depository/Authorized Signatories Designation Form; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes the Mayor and City Manager to execute contractual documents and documents for requesting funds associated with the Community Development Block Grant Program.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes the Mayor, the City Manager, the Director of Finance, and the Director of Public Works and Engineering to execute the State of Texas Purchase Voucher and Request for Payment Form and related documents required for requesting funds approved in the Community Development Block Grant Program.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	City of Baytown	Contract Number:	22-085-012-D240
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Brandon Capetillo	Richard L. Davis
Name	Name
Mayor	City Manager
Title	Title

Subrecipient:	City of Baytown	Contract Number:	22-085-012-D240
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Brandon Capetillo	Richard L. Davis
Name	Name
Mayor	City Manager
Title	Title

Signature	Signature
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The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

JPMorgan Chase	
Name of Lending Institution	
Houston, Texas	
Address	
City, State, Zip Code	
Fund Account Number:	675512487

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Frank O. Simoneaux	W. Victor Brownlees
Name	Name
Director, Public Works & Engineering	Director, Finance
Title	Title

Signature	Signature
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COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Brandon Capetillo	Richard L. Davis
Name	Name
Mayor	City Manager
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



BAYTOWN CITY COUNCIL MEETING

10. a.

Meeting Date: 12/09/2021

Subject: Bring the Battleship to Baytown Committee

Prepared for: Rick Davis, City Management

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Management

Information

ITEM

Consider confirming the Mayor's appointments to the Bring the Battleship to Baytown Committee.

PREFACE

This item allows the Council to confirm the Mayor's appointments of for the primary and the alternate representative to the Bring the Battleship to Baytown Committee. Previously, these positions were held by Council Member Laura Alvarado (primary representative) and Council Member David Himself (alternate representative).

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal for this item.



BAYTOWN CITY COUNCIL MEETING

10. b.

Meeting Date: 12/09/2021

Subject: Consider Designating a Representative and Alternate for the HGAC General Assembly for 2022

Prepared for: Rick Davis, City Management

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider a resolution designating a representative and an alternate for the General Assembly of the Houston-Galveston Area Council for the year 2022.

PREFACE

This proposed resolution designates a representative and an alternate for the General Assembly of the Houston-Galveston Area Council for the year 2022. H-GAC's Bylaws authorize Council to select one member and one alternate member to serve as representatives for both the General Assembly and the Board of Directors.

The 2021 appointments were as follows:

- Council Member Charles Johnson, as the representative, and
- Council Member Laura Alvarado, as the alternate.

Once appointed, the 2022 representatives will begin their terms on January 1, 2022.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact for this item.

Attachments

Resolution - HGAC Resolution

H-GAC Appointment Letter

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DESIGNATING THE CITY OF BAYTOWN'S REPRESENTATIVE AND ALTERNATE TO THE GENERAL ASSEMBLY OF THE HOUSTON-GALVESTON AREA COUNCIL FOR THE YEAR 2022; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: That the City Council of the City of Baytown hereby designates _____ as the City of Baytown's representative to the General Assembly of the Houston-Galveston Area Council for the year 2022 and to the Board of Directors of the Houston-Galveston Area Council for the year 2022.

Section 2: That the City Council of the City of Baytown hereby designates _____ as the City of Baytown's alternate representative to the General Assembly of the Houston-Galveston Area Council for the year 2022 and to the Board of Directors of the Houston-Galveston Area Council for the year 2022.

Section 3: The terms of these representatives shall be concurrent with their terms as members of the City Council.

Section 4: The City Clerk is hereby directed to notify the Executive Director of the Houston-Galveston Area Council of the City's representatives named hereinabove.

Section 5: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of December, 2021.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney



HOUSTON – GALVESTON AREA COUNCIL
OFFICE OF THE EXECUTIVE DIRECTOR

September 20, 2021

The Honorable Brandon Capetillo
Mayor
City of Baytown
PO Box 424
Baytown, TX 77522

Dear Mayor Capetillo:

As we approach 2022, the Houston-Galveston Area Council will be entering its 56th year of public service. We continue to explore new opportunities to better serve our members through ever evolving programs and innovative services. The General Assembly and Board of Directors are vitally instrumental in the agency's course of action during these unprecedented times. As Mayor, you have an opportunity to play a unique role in our future by designating the City Councilmember that will represent the City of Baytown at the annual gathering of our General Assembly and monthly Board meetings.

H-GAC's Bylaws authorize each member city with a population of at least 25,000 but not more than 99,999 according to the last preceding Federal Census (2020) to select one member of its governing body as its representative and one member of its governing body as an alternate to the H-GAC General Assembly.

H-GAC's Bylaws also stipulate that your Board of Directors representative shall be the General Assembly delegate. Therefore, the official chosen to serve as the General Assembly representative will also be designated to serve on H-GAC's Board of Directors.

I've attached a form that should be helpful as you complete your city's designation actions. Please return the completed form by email to laura.parker@h-gac.com.

The 2022 designated representatives begin their terms of office on the first of January 2022.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598. Thank you again for the City of Baytown's continuing participation and support for the Houston-Galveston Area Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chuck Wemple', is positioned above the printed name.

Chuck Wemple

CW/cj

Attachment
cc: City Secretary

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2022 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS**

BE IT RESOLVED, by the City Council of Baytown, Texas that the following be and are hereby designated as the representative and alternate of the General Assembly of the Houston-Galveston Area Council for the year 2022:

REPRESENTATIVE _____

ALTERNATE _____

FURTHER THAT, they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2022.

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:



BAYTOWN CITY COUNCIL MEETING

10. c.

Meeting Date: 12/09/2021

Subject: 2022 Transportation Policy Council Appointments

Prepared for: Rick Davis, City Management

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Receive the Mayor's appointments of one (1) representative and one (1) alternate to the H-GAC Transportation Policy Council.

PREFACE

The Mayor was asked by the Houston-Galveston Area Council (H-GAC) to appoint one (1) representative and one (1) alternate to the Transportation Policy Council "TPC." The Transportation Policy Council "TPC" is responsible for the development of the region's long-range transportation plan. The Mayor's appointments for 2022 are as follows:

- Mayor Brandon Capetillo - Representative
 - Council Member Heather Betancourth - Alternate
-

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact for this item.

Attachments

2022 TPC and TAC Appointment Letter



Transportation Policy Council

For the Houston-Galveston Transportation Management Area

3555 Timmons Lane
Houston, Texas 77027

P.O. Box 22777
Houston, Texas 77227-2777

Telephone: 713.627.3200
Fax: 713.993.4508

MEMORANDUM

TO: TPC Appointing Official
TPC Members

FROM: Grady Prestage, Secretary
Transportation Policy Council

SUBJECT: Appointments to the TPC and TAC 2022

DATE: November 8, 2021

The Transportation Policy Council (TPC) requests your appointment of a representative and a designated alternate member to serve on the TPC for 2022. Representing local governments in Brazoria, Chambers, Fort Bend, Galveston, Harris Liberty, Montgomery, and Waller Counties, the TPC serves as our region's federally-required Metropolitan Planning Organization (MPO) and is responsible for providing a continuous, comprehensive and cooperative transportation planning process. The MPO develops the region's long-range transportation plan; all transportation projects receiving funding through the Federal Highway and the Federal Transit Administrations must be part of this plan and subsequently programmed by the TPC within its four-year Transportation Improvement Program (TIP). The TPC also approves the transportation planning priorities executed by H-GAC staff. Because of the many critical transportation policy decisions facing our region, appointment of elected officials as TPC primary voting members is strongly encouraged.

In addition to TPC voting members and alternates, you are also invited to appoint a representative and designated alternate to the Transportation Advisory Committee (TAC). The TAC provides important recommendations to the Transportation Policy Council in the development of transportation planning studies, the Regional Transportation Plan, and TIP. Staff professionals with expertise in transportation planning, engineering or related fields are recommended for this Committee.

Attached you will find Appointment Forms for the primary voting member and the designated alternate member for both the TPC and the TAC. Even if your City Council passes a Resolution naming the appointees, we would appreciate your completion of the attached forms, as these serve as our official record.

If you are interested in nominating someone to the "Other Transportation Interests" position on the TPC, there is a place on the form to submit the nomination. It is optional and you can leave it blank if you choose.

Please provide consideration to diversity (geography, race, ethnicity, gender) in making appointments to TPC and TAC. Attempt to balance appointments to create a broad-based council/committee representing the region's diversity in terms of population and demographic characteristics

Your cooperation in making these appointments is appreciated. If you have any questions concerning the Transportation Policy Council, please contact H-GAC's Transportation Director Craig Raborn at 713-993-4585 or at craig.raborn@h-gac.com.

Please return your appointments no later than December 17, 2021 to Lucinda Martinez at lucinda.martinez@h-gac.com.



Annual Appointments to the Transportation Policy Council for January-December 2022

Primary Voting Member:

Name: _____
Job Title: _____
Organization: _____
Mailing
Address: _____
Phone: _____
Email Address: _____
Term Expires: _____

Alternate Voting Member:

Name: _____
Job Title: _____
Organization: _____
Mailing
Address: _____
Phone: _____
Email Address: _____
Term Expires: _____

***Optional: Nomination for the "Other Transportation Interests"**
Position

Name: _____
Job Title: _____
Organization: _____
Mailing
Address: _____
Phone: _____
Email Address: _____

**Appointing
Official:**

Signature: _____
Printed Name: _____
Job Title: _____
Signature Date: _____

Please return completed form no later than Friday, December 17, 2021

Return To: Lucinda Martinez
 Lucinda.martinez@h-gac.com
 713-993-4516



Annual Appointments to the Transportation Policy Council for January-December 2022

***OPTIONAL** - If you are interested in nominating someone for the "Other Transportation Interest" Position.



Annual Appointments for the Transportation Advisory Committee February 2022 – January 2023

Primary Voting Member:

Name: _____
Job Title: _____
Organization: _____
Mailing
Address: _____
Phone: _____
Email Address: _____

Alternate Voting Member:

Name: _____
Job Title: _____
Organization: _____
Mailing
Address: _____
Phone: _____
Email Address: _____

Appointing Official:

Signature: _____
Printed Name: _____
Job Title: _____
Signature
Date: _____

Please return completed form no later than Friday, December 17, 2021

Return To: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516



BAYTOWN CITY COUNCIL MEETING

10. d.

Meeting Date: 12/09/2021

Subject: Appointment: Civil Service Commission

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Alisha Segovia, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider the confirmation of one (1) City Manager appointment to the Civil Service Commission.

PREFACE

The Civil Service Commission consists of three (3) commissioners appointed to staggered three (3) year terms with the term of one member expiring each year. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of Council. The duty of the Commission is to recommend rules and regulations regarding Civil Service and to act as an Appeal Board.

A person appointed to the commission must:

- (1) be of good moral character;
- (2) be a United States citizen;
- (3) be a resident of the municipality and have resided in the municipality for more than three years;
- (4) be over 25 years of age; and
- (5) not have held a public office within the preceding three years.

Currently, Mr. Dennis G. Araujo has a term that is set to expire on December 31, 2021. This is Mr. Araujo's fourth consecutive term as a civil service commissioner and therefore, per the rules, his appointment must be confirmed by two-thirds of all the members of Council. If appointed Mr. Araujo will serve his fifth three (3) year term, which will expire on December 31, 2024.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.

Attachments

Civil Service Commission - Overview

Civil Service Commission - Members

BOARDS AND COMMISSIONS

CIVIL SERVICE COMMISSION

Ordinance No. 154 – August 28, 1952

NUMBER OF MEMBERS: Three (3)

APPOINTED BY: Appointed by the City Manager and confirmed by City Council

COMPOSED OF: Three (3) Commissioners

TERMS OF OFFICE: Staggered three (3) year terms with the term of one member expiring each year. A commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of Council

MEETINGS: Quarterly as needed

DUTIES: Recommends rules and regulations regarding Civil Service and acts as an Appeal Board.

Term Tracker Report					Run Date: 11/11/21
CIVIL SERVICE COMMISSION					
First Name	Last Name	Title	District/Position	Start	End
Dennis G.	Araujo	Commissioner	At Large	01/01/2019	12/31/2021
David	Jirrels	Chairman	At Large	01/01/2020	12/31/2022
Aubry	Sartori	Commissioner	At Large	01/01/2021	12/31/2023



BAYTOWN CITY COUNCIL MEETING

10. e.

Meeting Date: 12/09/2021

Subject: Election of the Mayor Pro Tem - Council Member Chris Presley

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Conduct the election of the Baytown City Council Mayor Pro Tem.

PREFACE

Section 15 of the Charter of the City of Baytown provides that the Council shall elect a Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor and, if a vacancy should occur, shall become Mayor until the next regular election.

On July 14, 2011, the Council adopted a new set of rules regarding the Mayor Pro Tem. The rules are as follows:

- the Mayor Pro Tem be elected for a 6-month term on a rotating basis;
- the terms will run from January 1st to June 30th and from July 1st to December 31st of each year;
- the rotation will be consecutive based on council district number;
- a Council Member must have served one year on the City Council prior to being elected Mayor Pro Tem; and
- if a Council Member does not wish to serve, cannot serve or does not qualify to serve when scheduled to be elected as Mayor Pro Tem based upon the rotation schedule, the City Council shall elect the next Council Member on the rotation list unless voted otherwise.

Currently, Laura Alvarado, Council Member District No. 1, serves as the Mayor Pro Tem. The newly elected Mayor Pro Tem shall serve for six months, beginning January 1, 2022, and ending on June 30, 2022. The next Council Member for consideration is Chris Presley, District No. 2.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.



BAYTOWN CITY COUNCIL MEETING

12. a.

Meeting Date: 12/09/2021

Subject: Executive Session - Advice from City's attorneys

Prepared for: Karen Horner, Legal

Prepared by: Karen Horner, Legal

Department: Legal

Information

ITEM

Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.071 to seek the advice of the City's attorneys regarding legal matters in which the duty of the City's attorneys to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Open Meetings Act.

PREFACE

Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.071 to seek the advice of the City's attorneys regarding legal matters in which the duty of the City's attorneys to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Open Meetings Act.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact.



BAYTOWN CITY COUNCIL MEETING

12. b.

Meeting Date: 12/09/2021

Subject: Executive Session

Prepared for: Karen Horner, Legal

Prepared by: Karen Horner, Legal

Department: Legal

Information

ITEM

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

PREFACE

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.
