



# CITY OF BAYTOWN

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## NOTICE OF MEETING

**CITY COUNCIL REGULAR MEETING  
THURSDAY, JANUARY 13, 2022  
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 Chris Presley, District No. Two

#### **1. MINUTES**

- a. Consider approving the minutes of the City Council Retreat held on November 12, 2021.
- b. Consider approving the minutes of the City Council Work Session and Special Meeting held on November 15, 2021.

#### **2. RECOGNITIONS AND CITIZEN COMMUNICATIONS**

- a. Swearing-In Ceremony for Chief of Police, John Stringer.
- b. Presentation of the Life Saving Award to Officer Rouming Bi by the Chief of Police.
- c. Recognize the Baytown Engage Civic Academy participants.
- d. Presentation of the Texas Recreation and Park Society's (TRAPS) 2021 Lone Star Programming, Photography, Innovation in Parks & Facility Development, and The Park Professional of the Year awards.

#### **3. REPORTS**

- a. Receive the Baytown Police Advisory Committee's Quarterly Report to the City Council on its work and progress.

**4. DISCUSSIONS**

- a.** Present and discuss the results of the 2021 City of Baytown Community Survey.

**5. PROPOSED ORDINANCES**

- a.** Consider the first reading of an ordinance for 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.
- b.** Consider an ordinance authorizing Change Order No. 2, which amends the Construction Manager-at-Risk contract for the Public Safety Facility Project, with Durotech, Inc. to approve the Phase 1B Guaranteed Maximum Price.
- c.** Consider an ordinance authorizing an Interlocal Agreement with the Harris County Flood Control District for the Danubina and East James Street Drainage Project.
- d.** Consider an ordinance authorizing an Interlocal Agreement with the Harris County Flood Control District for the Cedar Bayou Lynchburg Sub-Regional Stormwater Detention Project.
- e.** Consider an ordinance authorizing an Interlocal Agreement with TxDOT for the Turn Lane Improvements at Decker Drive and Spur 330 related to the Reconstruction of Rollingbrook Drive Project.

**6. 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. 1 to the Annual Waterline Rehabilitation contract awarded to SKE Construction, LLC.
- b.** Consider an ordinance approving a construction contract between the Baytown Area Water Authority and LEM Construction Company, Inc., for the Baytown Area Water Authority's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project.
- c.** Consider an ordinance approving payment to the Texas Commission of Environmental Quality for the City of Baytown's annual water system fee.
- d.** Consider an ordinance authorizing payment with The Lincoln National Life Insurance Company as the carrier/administrator for the City of Baytown's long-term disability benefits.



- e. Consider an ordinance amending Ordinance No. 14,370 to prescribe the number of positions in the classification "Service Group - Police."
- f. Consider an ordinance authorizing payment to CivicPlus LLC for the annual service fees for the Parks and Recreation Department's software system.
- g. Consider an ordinance awarding the Annual Portable Toilet Rental and Service to Smooth Move Services, LLC.
- h. Consider an ordinance approving an amendment of the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the purchase of seventeen (17) B.E Meyers MAWL-DA (Modular Advanced Weapon Laser – Direct Action) IR/visible laser systems for the Baytown Police SWAT team from Down Range Thermal.
- i. Consider an ordinance approving an amendment of the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the sole source purchase of eighteen (18) license plate recognition cameras (LPR) and installation from Flock Group Inc., d/b/a Flock Safety.
- j. Consider an ordinance authorizing the purchase of License Plate Reader (LPR) cameras, software, and installation for the Houston HIDTA program utilizing the General Service Administration Multiple Award Schedule (GSA MAS) Co-op Purchasing Program from Selex ES, Inc.
- k. Consider an ordinance authorizing the purchase of Automatic License Plate Reader software, equipment, and installation services for the Houston HIDTA program using the General Service Administration Multiple Award Schedule (GSA MAS) Co-Op Purchasing Program from Selex ES, Inc.
- l. Consider an ordinance authorizing the purchase of Automatic License Plate Reader (ALPR) camera installation, software, and equipment for the Houston HIDTA program using the General Service Administration Multiple Award Schedule (GSA MAS) Cooperative Purchasing Program from Selex ES, Inc.
- m. Consider an ordinance authorizing an interlocal agreement with the Baytown Area Water Authority regarding the operation and maintenance of water treatment facilities.
- n. Consider an ordinance authorizing an Interlocal Agreement for Emergency Services with Harris County Emergency Services District No. 75.

## 7. **APPOINTMENTS**

- a. Consider five (5) appointments to the Planning and Zoning Commission.
- b. Consider four (4) appointments to the Community Development Advisory Committee.

- c. Consider the confirmation of the City Manager's appointment of the Parks and Recreation Director.

8. **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.

9. **EXECUTIVE SESSION**

- a. 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 San Jacinto Retail Associates, LLC, 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 Texas Government Code, Section 551.074 to deliberate the annual performance evaluation of the Municipal Court Judge.

10. **MOTIONS**

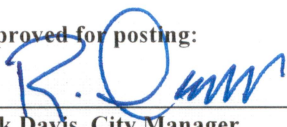
- a. Discuss and take appropriate action regarding the Municipal Court Judge's annual performance evaluation.
- b. Consider the appointment of Julie K. Escalante as the Municipal Court Judge for the term commencing on February 1, 2022, and ending on January 31, 2024.

11. **ADJOURN**

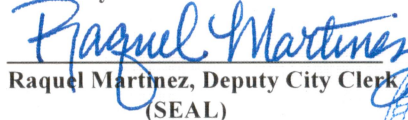
PUBLIC NOTICE IS GIVEN THAT IN ADDITION TO ANY EXECUTIVE SESSION LISTED ABOVE, THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE SECTIONS 551.071 - 551.090 TO DISCUSS ANY OF THE MATTERS LISTED ABOVE.

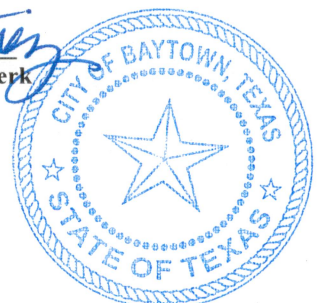
THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6522, FAX 281-420-6586, OR CONTACT 281-420-6522 VIA RELAY TEXAS AT 711 OR 1-800-735-2988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

Approved for posting:

  
Rick Davis, City Manager

Posted by:

  
Raquel Martinez, Deputy City Clerk  
(SEAL)



Posted this 7th day of January, 2022 at 5:00 P.M.



## **CITY COUNCIL MEETING**

**1. a.**

**Meeting Date:** 01/13/2022

**Subject:** November 12, 2021, City Council Retreat Minutes

**Prepared for:** Angela Jackson, City Clerk's Office

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** City Clerk's Office

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### **Information**

#### **ITEM**

Consider approving the minutes of the City Council Retreat held on November 12, 2021.

#### **PREFACE**

This item allows the City Council to review and approve the minutes of the City Council Retreat held on November 12, 2021.

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**D R A F T**  
**MINUTES OF THE RETREAT, MEETING OF THE CITY**  
**COUNCIL OF THE CITY OF BAYTOWN**

November 12, 2021

The City Council of the City of Baytown, Texas, met in a Retreat on Friday, November 12, 2021, at 8:00 A.M. in The Clubhouse at Evergreen Park, located at 1530 Evergreen Road, Baytown, Texas 77523 with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
 Brandon Capetillo	 Mayor
 Rick Davis	 City Manager
Kevin Troller	Assistant City Manager
Nick Woolery	Assistant City Manager
Brian Moran	Assistant to the City Manager

Mayor Capetillo convened the November 12, 2021, City Council Retreat Meeting with a quorum present at 8:00 A.M., and all members were present except with the absence of Council Member Charles Johnson.

**1.     DISCUSSIONS**

**a.     Welcome remarks from the City Manager.**

City Manager Davis opened stating the intentions of this meeting were to come into an understanding of what the current bandwidths are about these capital projects and to gain some sense of prioritization on the part of the Council. The City Manager explained this meeting will be 1 of 3. In December they will be given another opportunity to talk about priorities, and they will meet again in February where there will be the prioritization exercise.

After the opening statements and before introducing the rest of the program, City Manager Davis turned the attention over to Mayor Capetillo.

**b.     Discuss scheduling issues with the City Council.**

The Mayor gave his greetings and began the discussion addressing the staff with the request to send out calendar invites for meetings and to inform Council of any changes. City Manager Davis was not aware of invites not being sent. Mayor Capetillo replied that indeed invites were not going out.

City Manager Davis assured he would address the scheduling issues and requested Council to read all his emails where he shares everything that may be going on. He also explained that the public safety building was a slim window of opportunity when working with contractors and project managers. City Manager Davis ended on the note that they will do better and would give Council much more heads up.

**c. Discuss the City's 5-Year Capital Improvement Program and potential funding sources.**

City Manager Davis began by briefly mentioning Assistant Director of Public Works/Engineering Andrea Brinkley was in attendance who prior to the meeting provided Council with a report. The report detailed that they have nearly half a billion dollars worth of capital projects to address. From there after, City Manager Davis stated they will have a description on new initiatives or projects for the future.

Thanks to the Finance Committee and their work on the financing policy, City Manager Davis related that Council is now able to discuss funding options. City Manager Davis listed potential options, such as pay-as-you-go, COs, and general obligations. Also, bringing to attention the possibility to consider a large package bond initiative as they did in 2007. All of which, he further explained, will be the foundation for where they go now with the 5-year CIP.

City Manager Davis then turned the floor over to the Director of Public Works/Engineering Frank Simoneaux. Director Simoneaux began with providing an overview of the CIP and what they are trying to accomplish. Director Simoneaux explained that historically the CIP has been planned in 1-year increments. There has not been a 5-year CIP.

In his time with the City of Houston, Director Simoneaux's last assignment was putting together a CIP for their Public Works and Engineering Department. There they had what was called a "5 plus 5." He explained it was where they had 5 years of projects with funding identified for and then 5 years worth of projects after. This leaves a 10-year window where projects are identified—5 years of those being funded and then having a backlog of projects for the next 5 years.

Director Simoneaux stated the FY21 was the first attempt with Finance and the Director of Finance Victor Brownless at putting together a 5-year CIP and noted that it was never published nor shared. They had several projects; Stormwater Master Plan, Street PCI, and the Facility's Master Plan done. During their FY21 planning cycle, they started putting a lot of those projects into the FY22 CIP. Director Simoneaux explained that is where they find themselves now going into FY23 - not adding more projects but trying to nail down the funding part.

Director Simoneaux then proceeded to exhibit an example project: The renovation of the West District Wastewater Treatment Plant Building where he stated the project has an assigned number, description, justification, and the impacts on the operating budget. In the following

section, he indicated there is the funding and the cost allocation which are gathered in these categories: Preliminary Engineering; The land right way; Design Surveying; Construction; Equipment and Furniture; and continuous.

Director Simoneaux explained they have planned out the project's cost in each of the years. One section is about the costs, and the other is all the possible funding options. For the example project, Director Simoneaux stated it will be funded by the American Rescue Plan Funds. The design is planned in FY22 for \$300,000 and in FY23 they are going to do construction for \$1.7 million. Director Simoneaux stated this gives a good picture of what is going to happen over the lifetime of a project and how it's funded. He explained this is done for every CIP project they have.

The Mayor requested a summary to which Director Simoneaux responded that what he would like to do is publish the presented plans on their website. Director Simoneaux explained the documents before them can be summarized by program. The City Manager then questioned how the list is populated, how do they get on that list, and how are they prioritized. Director Simoneaux replied it is when working with the departments during the planning of the budget and by the Master Plan. In continuation, Director Simoneaux stated they are going to discuss the projects that have not been well defined as well as priorities that can be adjusted.

On the next slide of his presentation, Director Simoneaux showed their current standing for the 5-year CIP, FY22-26. Director Simoneaux summarized all the funding sources and grants they've received or proposed. He explained 30% of their projects in the 5-year window are not funded, yet reiterated they are working on developing those funding plans within this fiscal year.

**d. Discuss the description of new projects and initiatives by Director Simoneaux.**

Next, Director Simoneaux gave an overview of the projects which are listed as the following:

**Russell Park**

- A large project by estimated cost.
- Phase 1 includes grading work, clearing, and drainage for development. Director Simoneaux noted the perks of phase 1 was that there could be an equestrian trail.
- Phase 2 could be as they discussed, including an amphitheater, sports fields, and or equestrian stables.
- Phase 3 could possibly have a community event facility.

**The Community Recreation Center**

- Director Simoneaux stated this project has not been well defined.
- Community Portion: there could be a potential library addition, replace the community center for meeting spaces, and or also have a senior center.
- Recreation Portion: there could be multi-use courts, gym-tracks, a child care component, and or an auditorium.
- This could also be a joint venture with Lee College.

- The cost, as Director Simoneaux explained, is dependent on what Council wants to do as they develop plans.

**Bicentennial Park**

- Director Simoneaux noted the stage is very dated with electrical issues from the existing equipment as well as drainage issues.
- The property is owned by Goose Creek ISD.
- The estimated cost is \$5 million

**The Wetlands Center**

- There is a possibility to relocate and construct a new nature center.
- There could be additions including boardwalks, signs, and scenic outlooks.
- The estimated cost is \$11 million.

**Fire Station 2**

- Is located across from City Hall and needs to be renovated.
- The estimated cost is \$11 million.

Mayor Capetillo interjected questioning the \$11 million seems like a lot. Council Member Laura Alverado also inquired of the potential to move the fire station. City Manager Davis replied agreeing with the need to move the property and liked the Mayor's idea to move it on the interchange with Main. The City Manager also suggested relocating to a building by San Jacinto Elementary next to the railroad tracks may be a good location but regardless of the location, City Manager Davis noted that the property would need to be about 5-acres.

There was further discussion on what would happen to the old fire station in the event of relocation. City Manager Davis stated they could either make it available for sale or keep the building. A few potentials uses he listed were offering it to the Promise Center, creating a training facility, creating a fire museum and or providing it for new development.

Director Simoneaux continued the overview of projects by presenting the final project:

**West Baker Road Reconstruction**

- Director Simoneaux noted there are configuration issues.
- There are distance issues along the south side where they would need to shrink the wide medians causing a limited line of sight.
- The Mayor inquired about the potential to add a wider bike path to which Director Simoneaux agreed that there is enough right of way to do that.
- City Manager Davis recommended constructing a Masonry wall in place of the deteriorated fences.
- Council Member Heather Betancourth mention the concern about the line of site because there are a lot of accidents there.
- Director Simoneaux explained this project is extensive and does not have identified funding. They would need to know where it ranks in Council's priorities.

- Director Simoneaux plans on applying to Tip Funding.
- Mayor Capetillo mentioned that he previously attended a meeting with some other area Mayors, Senator Taylor, Representative Briscoe Cain and District Engineer Eliza Paul with TxDOT, Houston District. The purpose of the meeting was to find out what are some future projects that they would like to see, so each mayor got a chance to talk. The Mayor also noted that there could some funding availability with some future session in Austin, he then proceeded to indicate the following updates and projects that he expressed.
  - Besides the San Jacinto Bridge and the I-10 lane balancing the whole corridors, TxDOT is doing the study right now.
  - The 330 and the I-10 east connector, TxDOT Eliza Paul is going to get us an update on where they are on that connector.
  - Cedar Bayou Lynchburg
  - The continuance of Garth Road and the funding with that South of Orchard 5146.
  - Baker Road because if they can fund it then the city could move this faster.
  - FM565 which is in the Beaumont Texas district but it's all part of the pie in the sky.
  - Cedar Bayou Crossing

Council Member Laura Alverado then asked Director Simoneaux with the expansion of the hospital, should they anticipate an increase of traffic as they reconstruct the road? Director Simoneaux answered that it would and, once they start on the design on Baker that will be taken into account via a traffic study. On that last note, Director Simoneaux finished his presentation early and passed the attention over to City Manager Davis to moderate the next part of the program.

**e. Discuss projects initiated by Council that were not previously presented by Director Simoneaux.**

City Manager Davis lead the discussion by asking if anything was missing and if there were other significant capital projects not listed they should discuss.

**Chambers County Fire Stations 8 and 9**

The Mayor responded with Chamber Stations 8 and 9. The City Manager addressed that stations 8 and 9 involve Chambers Country and the CCIDs. Assistant City Manager Nick Woolery has been working with Chief Dobson to provide a uniform approach to their CCIDs and providing emergency services to them. The City of Baytown has a contract with one emergency service district north of town and separate agreements with other CCIDs. The City Manager explained that CCID number one contributes money to emergency services based on ground value. If there is an increase in value, then the lower the rate that's charged on the surcharge for emergency services. In City Manager Davis's opinion, the de-escalation of the rate is excessive to the point where the city does not have the capital necessary to invest in any expansion of emergency services in Chambers County. City Manager Davis's objective is to propose a wider emergency



service district that would incorporate not only the CCIDs but also KTN and other areas in Chambers County.

City Manager Davis explained, however, that they are currently in the embryonic stage and are doing their best to get all the CCIDs on the same calendar of renewal. He stated the city does not have the finances to invest in Chamber Stations 8 and 9. They have yet to approach Chambers County or the other CCIDs on this proposition. It is a multimillion-dollar initiative without identified funding which is why stations 8 and 9 were not listed.

### **City Hall Expansion**

In continuation of the discussion of other projects, Council Member Chris Presley inquired about expanding city hall. City Manager Davis replied that he would like to discuss two related projects concerning city hall. One of the projects is the possible modification to the community center. The larger \$17 million plan would build a connection between the community center and city hall. It would include the movement of the council chambers through that central building and the creation of additional space. He mentioned the possibility of moving the human resources department to that direction and utilize that entire side of city hall for a one-stop permitting and plan review shop.

Council Member Laura Alvarado additionally inquired about the possibility to adopt a similar model to the city hall of Corpus Christi. Their city hall includes multiple stories, a small clinic, and a gym for employees. City Manager Davis replied that they would need to make better utilization of the campus.

The discussion then evolved to the expansion of the City of Baytown as a whole and Council Member Laura Alvarado stated how there is a need to invest back into the city by adding an additional facility, capital improvements, and evolving additional staff. City Manager Davis responded that there is indeed a need to maintain a standard of living for a community that is three times as big as people remember. He stated that building on Garth Road is one way to have a standard of living that would make people want to live here.

There was also further discussion of the public's perspective in regards to spending tax money in areas they do not live. Mayor Capetillo spoke from his own perspective in saying that they are spreading the wealth all over the city and that the needs aren't equitable so the spending isn't equitable. City Manager Davis agreed that the public wants to see impacts all over the city and each district will see significant investment right now or very soon.

The City Manager brought attention back to the extension of city hall and the idea of elevating the level of service pertaining to permits and utilizing the community center for municipal purposes. Council Member Chris Presley asked for clarification on Council Member Alvarado's ideas in regards to the gym and clinic. Would it supplant the traditional rec center they have talked about for years? City Manager Davis answered, no and believes Council Member Alvarado's idea was for internal purposes of wellness and not for the general public. The City

Manager indicated that they would like to put together a proposal in order to discuss further about the future of city hall.

After a few more statements regarding expanding city hall and staff, Mayor Capetillo commented that the expansion should be on the list as a marquee project and would like to discuss further the multipurpose venue.

### **A Multipurpose Venue**

City Manager Davis noted this topic was a discussion item from Council Member Betancourt. He detailed that a sporting venue with the ability to host traveling tournaments would be economically beneficial and nice for the community to have. The City Manager also noted having a venue large enough to hold graduation ceremonies would be an asset for the community and school district.

City Manager Davis recommended having the location close to I-10 on the north side of town. He listed the possibilities of doing it ourselves or between other entities. That would be a P4 initiative: 2 public entities and a private entity in a partnership to build it. The city would then lease the facility long-term on the basis that one day they would own that facility - similar to the hotel convention center.

Council Member Mike Lester commented 99 is about to be finished and will have extreme accessibility. Council Member Laura Alverado agreed that it would look nicer on 99 and liked the idea of partnering with the school district. City Manager Davis noted that this is not a facility without a revenue stream lessening the obligation each entity would have financially. Council Member Chris Presley added Council would support whatever location was the consensus and that he would be more in favor of partnering with the ISD but does not believe Lee College would not be interested with the number of funds they've spent in the last few years. Instead, he inquired about the possibility to work with a private developer.

Thereafter, Council Member Chris Presley asked about factoring in the mall redevelopment. City Manager Davis replied with a yes. There is another development firm that is interested in the San Jacinto corridor area. This being the reason why the City Manager pushed for the I-10 area—because of the proximity of hotels. Mayor Capetillo commented for that venue, it would have to be a restaurant-hotel. The rec center would be more localized. The City Manager again replied with a yes and that they could use the same model as the hotel convention center; however, they would hire a master developer.

Council Member Heather Betancourth reiterated the big business that is sports tourism. She had suggested to City Manager Davis for them to take a field trip to Round Rock where they have sports tourism down. She also noted that their financing is not the traditional levying property taxes. Council Member Betancourth additionally stated that when looking at locations in the Houston area for tournaments, there were none on the eastside. There are zero from Houston to Beaumont, so the City of Baytown would be the only area for tournaments. This leads Council Member Betancourth to believe that this would be very successful. City Manager Davis agreed

and liked the idea of combining with the school district's needs. Council Member Heather Betancourth favored more the idea of collaborating with a private entity as they're doing with the hotel.

The discussion evolved to public perception and the City Manager noted that voters were not warm to the idea because of the unilateral use of these facilities. The Mayor agreed that although people comment on what they wished they had, they would vote them down because as Council Member Mike Lester noted the numbers are large. City Manager Davis addressed these concerns by stating they would need to be very specific as to what they are building this for. Council Member Laura Alverado had a final comment on the complex about how similar it looks to Russell Park and asked if it was a duplication. City Manager Davis replied in regards to Russell Park adding the school into the mix would make it a different proposal.

Mayor Capetillo stated he thinks they should go about it by themselves with a private developer and then later come into an agreement with the school district and Lee College. Council Member Chris Presley agreed and stated that if the mall redevelopment does become a live, work, play then something like this would be a home run. City Manager Davis stated that first and foremost they are going on that field trip to Round Rock and see those type of facilities. Also, the City Manager had a meeting coming up with Lee College and Randal O'Brien where he would voice this project.

**f. Discuss prioritization of the presented projects.**

City Manager Davis then asked if there were any other facilities or capital projects they should discuss. With no replies, the City Manager then referred back to the projects list and began speaking on Russell Park.

**Russell Park**

The City Manager explained they are launching into phase 1 which is great in detention utilities prepping. They had the intention of creating an equestrian trail, but the drainage and infrastructure work would need to proceed that. City Manager Davis then asked Council for their thoughts.

Council Member Laura Alvarado expressed that she loved the equestrian trail on the Chevron property. Council Member Betancourth commented that she believes they are going to struggle with this now that Harris County has redistricted. There is a new commissioner over this area and she voiced that he is one of the conservatives which is a losing vote in funding. City Manager Davis replied that this is why they would have to do it themselves. Council Member Betancourth countered with she couldn't imagine doing this without Harris County. The Mayor interceded detailing his relationship and partnership with the county. He stated there is relationship there but that it still comes down to funding and how they proceed. He stated Russell Park is important and that they need a Regional Park on the east side of Houston and Harris Country regardless of precinct lines.

The City Manager then asked if the phasing made sense to Council and if phase 2 was where they could start to do one of the recreational uses. Council Member Powell replied that it sounded like some phases may be extended, but the order made sense to him. City Manager Davis proceeded suggesting that they should continue to pursue county participation. Mayor Capetillo agreed with Council Member Betancourth that, unless they get other entities involved, moving forward will be hard.

City Manager Davis mentioned in December, they will present to Council the brand-new directives of the new strategic plan for the next 5 years that the citizens have been working on. Council Member Mike Lester replied that he doesn't know if that will have Russell Park as a high priority. The Mayor made inquiries in regards to how to communicate what they were doing to the citizens. Council Member Heather Betancourth replied with marketing. Mayor Capetillo agreed and commented they almost have to over communicate.

To summarize, City Manager Davis clarified that as a group they concur they are not going to see the full development of Russell Park without some other jurisdictional participation. In regards to the county, they will do what they can but the project moves forward. City Manager Davis mentioned no disagreements on phasing besides extending. Thus, they will move forward with the first phase.

### **Sterling Municipal Library and The Old San Jacinto Hospital Property**

The next item of discussion was what could be done to the property where they have the old San Jacinto Hospital and the current library property. City Manager Davis expanded on the evolution of the library, their excellent customer service, and amenities offered. The library is an over 50-year-old facility and the City Manager stated they will have to do major work with infrastructure to support that facility as it continues to age. He noted there is a continuing evolution away from printed books and that the libraries of today are becoming more like compute labs where people access digital materials.

The idea is, as City Manager Davis explained, to have a 21<sup>st</sup> century library. He expressed not wanting to copy-and-paste what others have, but to think of the unique needs of the city's own community. The City Manager also listed the possibility of adding recreational components. Council Member Chris Presley responded that he hears the comments regarding the times changing, but the library is one of the most well-utilized assets in his district and would not want to see its downside.

Director Simoneaux interjected speaking on the library facility and inquired if they should put money into the building or shift to a new building. Council Member Heather Betancourth said she would want to improve the façade and never envisioned the library having a whole new life. The Mayor mused that it would seem there is an appetite to see what a total renovation would look like versus a new construction. The Mayor also commented that he disfavored combining the library with a recreation center. There was available land nearby where they could have the rec center. Council Member Chris Presley and Council Member Heather Bethacourth agreed.

Director Simoneaux replied the benefit of having it in one building is so they can share the multi-use rooms and decrease costs. Mayor Capetillo responded that they would like to look at options.

Moreover, City Manager Davis discussed he and Council Member Laura Alvarado talked extensively about making better utilization of the property. He stated it may turn into a large park with walking trails or general commercial development fronting Decker. There were lots of possibilities and the City Manager wanted to clean up and make that space more useable. Council Member Laura Alverado mentioned that she spends a lot of her time at the library because it is her workspace and where she meets parents. During the pandemic, she explained the library improvised and utilized outdoor story-time a lot. Council Member Alverado commented that it would be better to have a sort of amphitheater there.

The Mayor commented on the library property saying he wasn't sure if families go to that part due to the vagrants that are there. He suggested repurposing the whole frontage and then have the nine acres of the old San Jacinto Hospital to build some kind of direction for staff. In response, City Manager Davis stated that park is sensitive because it was built with a federal grant. The Mayor requested a new master plan of the library and the property next to it if they where to include a recreation center. The Mayor and Council Member Chris Presley both expressed they were not fans of the pool idea. City Manager Davis replied they will come up with some options.

Mayor Capetillo related the library to the city hall expansion stating the City Manager previously mentioned it was cheaper to expand than to go with a new building. The Mayor said they have to execute that same philosophy with the library. Council Member Jacob Powell requested for the numbers—if there's been a lot of fixes, show what those are. He asked how much has been spent and the upcoming needs. City Manager Davis responded that they'll look into what a renovation would look like and the cost of doing so. The Mayor commented that he agreed people were going digital and so maybe they shouldn't expand the footage but shrink the print materials. He noted the library was a large building. Council Member Chris Presley agreed and stated they could do many things with the 2<sup>nd</sup> floor.

There was further discussion regarding the recreation center and its possible location. Council Member Mike Lester also added his thoughts on having the properties on the front of Decker for commercial use and having the library face Texas Avenue. City Manager Davis mentioned that perhaps that entire area should be transformed and they would need to do a master plan to talk more.

The meeting took a 15-minute break.

The meeting reconvened and City Manager Davis continued with the next area of discussion.

### **Bicentennial Park**

First and foremost, City Manager Davis noted they do not own Bicentennial Park, but they do have memorials there and a stage with significant electrical limitations. The City Manager stated

the \$5 million number is just a replacement of the stage and perhaps the creation of a green room space for performers.

The first hurdle, as the City Manager specified, would be the ownership idea of Bicentennial. City Manager Davis hoped the school district would be open to that. He expressed that he would like to have more solid ownership before investing. The City Manager explained that this venue has become more and more important as they've expanded celebrations there that have been very well attended. He noted the success of Grito Fest with Ramon Ayala and suggested having controlled entry. The City Manager opened the floor to comments on the project.

Council Member Chris Presley agreed that Bicentennial Park is a big attention pond. He noted the drainage situation to which Director Simoneaux responded that it would be improved with Market Street reconstruction. They are going to elevate that crossing and put in bigger blockages, so the drainage getting out of Bicentennial Park would be improved with Market Street. City Manager Davis also commented it would dry the performing arts area while maintaining the capacity to accommodate the storm drainage.

There was further discussion on rerouting drainage and Director Simoneaux explained the school district and Harris County were funding rerouting the drainage that goes underneath the baseball field. He stated it was not the best location for the stage and the Council queried if it needed to be moved. Director Simoneaux responded that would be a better suit. Mayor Capetillo commented the good thing of the stage being there is the natural slope that gives the feel of an amphitheater. City Manager Davis also resisted moving it too far.

Council Member Heather Betancourth stated she would like the city to own the land and improvements that would allow having another tier of performer. The City Manager responded that they are limited now in the ability to attract performers; however, he enjoys the level of entertainment they have now. It was noted the biggest limitation is power. City Manager Davis also stated many performers would not come to a general admission type of environment—they would insist on controlled entry. He also commented creating a venue that caters to that would allow the potential of having a concert series throughout the year.

Council Member Jacob Powell agreed that he wouldn't want to make any investments until they figured out the ownership of that property. He also referenced the talk of bringing in bigger performers stating they were already packed and questioned how much of a larger stage would they need. The Mayor agreed. The City Manager explained a great-sized audience for performing arts is about twenty-five to thirty-five hundred people and having an area with controlled entry where they could have that amount would be ideal.

Council Member Laura Alvarado questioned what difference would it make if they owned the property and inquired if it was about serving alcohol. Council Member Chris Presley replied that he wouldn't feel comfortable spending that kind of money in the event the school district were to say "you all can't use it anymore." Council Member Presely said they would need something in writing for long-term. The Mayor also commented about the difficulties of having a building on land they don't own. Council Member Laura Alvarado had questioned why hinder development

if they don't own it and also mentioned their whole thing about collaboration and partnership—to which the Mayor countered saying it's not always about that, it's when it's appropriate. Council Member Laura Alvarado responded that they have had good partnership with the school district and further inquired for the pros of not owning the land. Council Member Chris Presley countered responding with the cost and that it would be better working with a long-term lease.

City Manager Davis then informed Council that they haven't identified any surplus properties that would be attractive to the school district. He has heard there might be more sympathy on the school board about selling this property and that it wouldn't hurt to ask. Mayor Capetillo commented that they, the city, do everything anyways with the drainage and maintenance. Council Member Laura Alvarado noted they could build something that the school district has been talking about like building a covered walkway for the students at IMPACT to safely walk over to Lee College. She stated that could entice them. City Manager Davis inquired for other ideas they could collaborate on in order to facilitate the transfer of the property.

Mayor Capetillo agreed with securing the property with a fenced-in stage and noted they do not have the infrastructure to bring in almost any performer at this point. He also mentioned that drainage is key as it is a drainage zone. The Mayor also wanted small concessions available or at least be able to bring in food trucks. In regards to the slope, he mentioned artificial turf would help in that area. Mayor Capetillo also inquired about tiered seating and relocating the soundboards so it's not right in the middle of everybody's view. He said if they were to do a concert series it wouldn't be like the Woodlands but that there should be concessions, adult beverages, security on site, and permanent fencing.

Council Member Chris Presley interjected that all the improvements would need to be intentioned upon the capacity of the site itself. City Manager Davis spoke of the peacebuilding study they did back in 1997 for the amphitheater and concluded that the kind of programming they wanted was family-oriented. He explained they did not want to make the venue too big and that they would keep the controlled entry area moderate. The Mayor then asked what would the footprint look like of a permanently fenced-in environment. Director Simoneaux responded that fencing could obstruct drainage.

Council Member Laura Alvarado then remarked that in the event the school district would not sell, they have Russell Park and other areas they can improve on. Mayor Capetillo also commented that they don't need the school district. They have options. City Manager Davis agreed and mentioned going out to Russell Park—instead of doing the multipurpose center they mentioned earlier—to make an outdoor performing arts venue would be awesome.

## **The Wetlands Center**

The next topic of discussion was the Nature Center. City Manager Davis explained they pursued a grant that was being made available through VP. There were 3 secured grant funding for the creation of a new Nature Center that would combine the Nature and Wetlands Center. The land where they envisioned the center to be built was adjacent to the Chandler Arboretum area. They will then move what they have on the market over to the Nature Center.

The vision, as related by the City Manager, was a learning center that takes in the offerings of the current Wetlands Center and include other amenities such as a theater component where films could be presented. He gave the example of the Children's Museum in Fort Collins, Colorado. There they have a unique oval theater—like a planetarium—that uses a special format of film that's very engaging. City Manager Davis had asked their city manager of the cost. They responded with the theater alone was \$3 million. City Manager Davis commented perhaps that was outside of their bandwidths, but that they would want something just as engaging. The City Manager quantified that they had estimated \$12 million for the project noting it may be more depending on what they would like to see. Lastly, he commented that they would like to convert the current Wetlands Center into an aquatic activities center. The City Manager then opened the floor for discussion.

Council Member Heather Betancourth expressed she liked the idea but that the cost was too much. She mentioned again that she would like to see a partnership agreement—like with the enterprise and public safety building - to fund this. Council Member Mike Lester also stated not seeing this as a community priority but that it was just nice to have. City Manager Davis countered that this may be on the low side. Council Member Chris Presley disagreed stating that's ridiculous. He liked the idea of combining the centers, but for \$15 million he had to say no. Council Member Presley agreed that this was more of a want than a need and not high priority. He conveyed that this would be more in the interest of the ISD. Council Member Jacob Powell also agreed liking the idea of combining the centers but they would need to bring the price down. Mayor Capetillo recalled that if they moved the Wetlands Center, Eddie Gray wanted to make an energy type of center there so he could get industry partners. That made more sense to the Mayor and further discussed that the arboretum has never come before Council in full discussion. In comparison to Russell and Bicentennial Park, he'd have to score this pretty low.

## **Fire Station Number 2**

With that being said, City Manager Davis then addressed Fire Station Number 2. He noted the limitations of the property and said the proposal was either to come down closer into the west Baytown area or look towards the east where there is property that the school district owns. The City Manager stated they could negotiate for five acres and that the number would be worked on. The building hasn't been designed and City Manager Davis stated they've envisioned it with only three bays. In terms of response times, he said they don't see much of a difference between the two properties. The City Manager also commented that it would be easier to not have to assemble property, but stating they do like the idea of redevelopments. It might be more expensive as they try to do that as opposed to working with the school district and noted it would be easier going to the east.

Before advancing any further, City Manager Davis inquired for any arguments in regards to not needing a new Fire Station Number 2. Council Member Chris Presley suggested the warehouse behind the fire station. The Mayor remarked Billy Cam's were asking for \$10 million. Council Member Chris Presley continued if they'd considered selling a portion of it so they could



increase depth. City Manager Davis answered that was a retail portion and would create an awkward piece. He also noted even if they did do that they would still need to acquire additional property. The City Manager noted that they did consider renovating due to the firefighters liking the location, but as Mayor Capetillo noted the area is not operationally acceptable. Council Member Laura Alvarado voiced that she liked the idea of building up on Market noting it was much easier than trying to acquire all those different properties. She also commented exiting on Market or Main is still a very tight area. Council Member Chris Presley, the Mayor, and City Manager Davis agreed that it was indeed much easier.

The discussion then centered around the logistics of the fire station which ended on the consensus that no matter where it would be placed that area would be busy. Mayor Capetillo expressed he would like to keep the station closer to the city hall area because it would help revitalized the corridor. City Manager Davis stated that they can all agree they wanted the station between 146 and Minnesota.

Previously, the new Fire Chief had said their land is 30% not big enough for what they needed. City Manager Davis explained they had done a deployment allocations of resource study that confirmed it was still a corridor of where they needed to be. Council Member Laura Alvarado commented they could take the Minnesota triangle which would do wonders in terms of community engagement in that area. The City Manager suggested maybe something else should go in that area.

City Manager Davis inquired for any other concerns over the fire station rebuild noting that they are still paying for stations 6 and 7 which comes off in about 2025-2026. He noted that this is probably be a 2023 type of initiative for construction.

### **Baker Road Reconstruction**

City Manager Davis then proceeded to speak over Baker Road. He then listed road's shortcomings: large telecom wires drooping; bending poles; difficult to negotiate on foot or bicycle; and limited line of sight. The City Manager did note, however, that they were glad to see a stop signal go up at Country Club Drive simply because cars can get going 50 plus miles an hour heading east on Baker. City Manager Davis also mentioned homes probably should have never been developed right next to Baker. Whatever homes were there off of Baker, he said, should probably be green space. He further noted that they could create a similar kind of environment by reducing the size of the median and utilizing that extra space to accommodate those bicycle and pedestrian users.

City Manager Davis again expressed wanting to see a masonry wall since they do have residents there and Baker is one of the city's busiest roads. The Mayor inquired how expensive those were per linear foot. Assistant Director of Public Works/ Engineering Andrea Brinkley replied that it depends. If it had to be sound mitigating that goes up to 114 per foot, it would be pretty expensive. She said she would look up the cost and interrupt in a second.

The City Manager continued speaking on Baker in regards to the aesthetics. He voiced that they would like to bury the telecom wires as the city did on Garth and also mentioned the deteriorating wooden fences. In regards to cost, he said there are two ways to look at that. There is an opportunity cost associated with having to go out and make agreements with hundreds of people to put up a masonry fence or they could assume this was a taxpayer driven initiative. Mayor Capetillo stated he wasn't against it, but wanted to make sure they didn't drive up the cost and make the whole project not viable. The Mayor's take, as he expressed, was that he would like to see if they could give a conceptual section explaining what Baker Road would look like and what the cost differences would be with a masonry wall. As far as priority Mayor Capetillo stated if they could get a 50-50 match, then this could get done. Director Simoneaux replied that they would explore all of their funding options. Assistant Director of Public Works/ Engineering Andrea Brinkley then stated the price she had looked up prior is \$60,000 for every 250 feet for a 10-foot masonry fence. City Manager Davis noted for a \$21 million project, that would be a great addition. Director Simoneaux stated it wouldn't have to go everywhere to which the Mayor agreed that it was more for the residential areas.

**g. Discuss the Finance Committee's funding methods.**

With that being the last of the projects to discuss, Mayor Capetillo then inquired on funding and where this would fall. Director Simoneaux replied ideally, they would start doing preliminary engineering maybe this year with a fairly modest cost. He calculated a few hundred thousand compared to the whole cost. Director Simoneaux further specified probably FY23. If they had the funding, they could start on the final design and then FY24 would be construction. He noted they do have funding for a PDR on West Baker at FY22.

City Manager Davis noted that Council Member Alvarado had left and when she got back he would fill her in on what they discuss for the forum.

Council Member Mike Lester then inquired on the funding of the Roseland Park Pavilion to which he was responded with it was already funded. Assistant Director of Public Works/ Engineering Andrea Brinkley mentioned that afternoon they were interviewing the contractors and that they were trying to get out there on December 9<sup>th</sup>. Director Simoneaux elaborated that they didn't do it as a low bid but as a competitive sealed proposal. Mrs. Brinkley stated it came in at about \$300,000 over and that they were looking at their deductive alternatives. The Mayor asked if it was mainly materials driven to which Mrs. Brinkley replied it was all the escalation, metal, electrical, and anything glass. Director Simoneaux further discussed that they were not doing major design changes.

The discussion then transitioned into Finance Director Victor Brownless opened his presentation on the note that they are not purposing a bond election. They have a clear policy due to the Finance Committee stating the methods they would use to fund the investments. Director Brownless detailed that he had run the numbers taking into account the debt that rolls off in the next 5 to 6 years and explained they have the capacity—without increasing their tax rate, in fact decreasing their tax rate for the next 5 years—to fund \$120 to \$130 million. On the revenue side

(e.g. utility funds and sales tax) over the next 5 years, they could look at another \$40 to \$50 million; need to take into account the general fund and year to year cash flow.

Mayor Capetillo noted—not wanting to get too into it—that when it does come to either tax rate reductions or exemption increases, he is a proponent of seeking state legislation for increasing the homestead exemption. The Mayor stated that they do want to offer citizens a different type of tax relief without impacting the IDA. City Manager Davis commented the mistake people make is that they assume the property tax rate is standalone and don't consider the connection it has to industrial development agreements which is 60% of the city's revenue. The Mayor responded comparing the city's IDA to neighboring cities stating that its nothing to the level of what the City of Baytown has. The Mayor further illustrated one city in particular that had one big enchilada of IDAs—almost to a detriment. The City Manager countered that something communities have not considered was the depreciation of those industrial assets. He additionally explained that was not parallel to what was happening on the residential side. There they have an appraisal system that was expanding the base on the residential side exponentially shrinking the industrial side. The Mayor further commented that anyways it's good to hear they have the capacity cluster and that they can do what they wanted to do.

The discussion continued on the track of tax rate reduction. The Mayor commented that devaluation of property is not within their control but of the state's. Mayor Capetillo expressed his beliefs that they've done a pretty good job at elevating the quality of their homes to which he explained that the price point consequently gets higher. Victor noted the other thing to remember was tax-free wasn't tax burden. Given their values are proportionately less than others on the residential side, their higher tax rate still translates to a lower tax burden to the people that live here. City Manager Davis agreed and also believed that their city ought to be at the forefront of advocating for a greater latitude on the homestead exemption. He also stated they ought to make that process simpler. In the City Manager's opinion, other states provide a better model and mentioned that they need to look at a better model statewide. He also gave the comment that only a handful of cities offer that full 20% exemption.

Council Member Laura Alvarado then questioned if the next step was for staff to work out the list of priorities and cost. City Manager Davis replied what they will do is kick off December 14<sup>th</sup> on the discussion of priorities and initiatives for the coming years with a presentation of that information.

City Manager Davis summarized why these projects. He stated they were talking about projects that could be classified as either a want or a need that require creative ways of financing. The City Manager explained they were not proposing anything that would impacts their tax rates. He gave the example that they were breaking ground on a \$66 million public safety facility without \$1 of impact to the taxpayer. From what he heard today, the City Manager said they'll summarize it for Council and put it in a memo to reassure they heard Council correctly. Then, the City Manager with Director Simoneaux, Andrea, and Victor would create a presentation explaining the next step for each of those projects and there would be a priority on each one. Mayor Capetillo briefly commented that they haven't built a new water tower in a long time.

After a few more closing statements, City Manager Davis noted that they would do a better job on getting things on their calendar. Council Member Mike Lester brought up the issue that is City Attorney Karen Horner leaving and that they would be losing all kinds of institutional knowledge and Council Members Lester and Presley requested they give a “retention report” or something of the sort. Council Member Presley also expressed his concern. There were further comments regarding the effects of, as Director Simoneaux stated, “the great resignation.” City Manager Davis lastly stated that he will have that report for Council on the 14<sup>th</sup> of December.

## **2. ADJOURN**

With there being no further business to discuss, Mayor Capetillo adjourned the November 12, 2021, City Council Retreat, Meeting at 12:00 P.M.

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Leticia Brysch, City Clerk  
City of Baytown



## **CITY COUNCIL MEETING**

**1. b.**

**Meeting Date:** 01/13/2022

**Subject:** November 15, 2021, Work Session and Special 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

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### **Information**

#### **ITEM**

Consider approving the minutes of the City Council Work Session and Special Meeting held on November 15, 2021.

#### **PREFACE**

This item allows the City Council to review and approve the minutes of the City Council Work Session and Special Meeting held on November 15, 2021.

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### **Attachments**

November 15, 2021, WS Special Draft Minutes

November 15, 2021, CC Special Draft Minutes

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**MINUTES OF THE SPECIAL WORK SESSION OF THE  
CITY COUNCIL OF THE CITY OF BAYTOWN**

November 15, 2021

The City Council of the City of Baytown, Texas met in a Special Work Session on Monday, November 15, 2021, at 5:30 P.M., in the Hullum Conference Room of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Mayor Pro Tem
Chris Presley	Council Member
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Karen Horner	City Attorney
Raquel Martinez	Deputy City Clerk
Mike Holden	Sergeant at Arms

Mayor Capetillo convened the November 15, 2021, City Council Special Work Session with a quorum present at 5:31 P.M., all members were present.

**1. DISCUSSIONS**

**a. Discuss and review proposed redistricting maps.**

First Assistant City Attorney Trevor Fanning introduced Dr. Robert Klein from Rice University who crafted the options (maps B2 and B3) presented to Council. Dr. Klein communicated that option B3 was their final recommendation in light of the issues regarding the movement of the Baytown Nature Center. He noted there were only about two legal issues they were worried about. One issue was the “one person, one vote” and the other was having districts that looked “ugly or gerrymandered.”

For the “one person, one vote” issue, Dr. Klein stated the law was they could not have more than a 10% difference from their largest to smallest district. Dr. Klein explained the City of Baytown was at a 37% difference before they started the exercise of “one person, one vote.” He further listed the other criteria, keeping all incumbents in their district. When drawing boundaries and finding that an incumbent was living in another person’s district, this was sometimes known as pairing up. The second criteria was maintaining the boundaries. The third, Dr. Klein stated, was that there were communities of interest of specifically Hispanic populations that have had historically two districts—Districts 1 and 2. He noted those districts have been underpopulated with most of the growth being outside of Downtown Baytown. Dr. Klein then explained there

were some irregularities with the original plans. For the parts of District 6 running along the eastern border, they had expressed wanting to bring that down. He stated they needed most importantly to bring in populations once they kept the Nature Center in District 3. Dr. Klein believed that plan B3 met all of those needs and criteria.

Mayor Capetillo then discussed a few key things. He explained from his understandings they had to stay within census tracks. Mayor Capetillo voiced wanting to keep neighborhoods together as much as possible and expressed his dislike for dividing neighborhoods. The Mayor also queried for a few key data points. He asked specifically when looking at the balance of Hispanic populations or other demographics, what were the findings that were unique or key drivers that supported B3?

In response to Mayor Capetillo's question, Dr. Klein believed the biggest driver was growth. He noted that Baytown's growth was substantial. The Downtown area, Districts 1 and 2, were developing more towards commercial/non-residential. Dr. Klein stated most residential and population growth was in the periphery. The challenge, as Dr. Klein relayed, was to keep Districts 1 and 2 at their majority-minority. Dr. Klein believed they had kept it at a 64%—almost 60%. He noted they were not under any legal requirement, but that they took the guidelines given to them by Council. Dr. Klein pointed out that they did try to not breakup neighborhoods; however, he mentioned in plan 3 there was an overwriting interest to keep it into the "one person, one vote" because that was where they could get in trouble with the justice department. Thus, they did split some neighborhoods. Yet, Dr. Klein specified they never broke up streets nor precincts. They also paid attention to what they called "traditional communities of interest." He noted that they were caught off guard by the Nature Center and its history. Dr. Klein commented that during redistricting, he hadn't realized how important it was to keep it in its district.

Mayor Capetillo discussed a bit further on the Nature Center. He noted nobody was there but Wooster itself. People were still on the roles in the 2010 census even though they weren't there after the fact. The Nature Center, from the Mayor's perspective, was just geographic. He added that as far as size, there's nobody there other than the few streets on the front of it. Dr. Klein mentioned that usually when moving a block, they work with the census blocks and tracks because there is somebody there, however, with the Nature Center there was not. Dr. Klein further elaborated that they did have to take some land around it where enough people were there. Dr. Klein noted of the changes City Attorney Karen Horner had sent them. The biggest one being driven by the Nature Center. Dr. Klein cautioned moving forward with the way the community was growing, it would be difficult to maintain those district boundaries.

Dr. Klein further discussed the census. He discussed its accuracy in spite of it being late, the COVID pandemic, the fact that Baytown was clearly growing, and the decisions Council made about Downtown development. Mayor Capetillo commented that they had a large ETJ so they were in fact going to grow there and he also expressed wanting to consider their inner-city. He noted Districts 1 and 2 were pretty much locked. Mayor Capetillo then noted that he wanted to open up to Council about those key things.

Council Member Chris Presley stated he was good with the recommendation but did have a question. Council Member Presley referenced the presentation slide in front of Council and

questioned the boundaries of the presented districts. He supposed would not a straight line have made more sense—however, he did note that apparently there were complications with a straight line. Dr. Klein stated District 3 does not have much change due to there being too many people and they didn't want to break the street up. Dr. Klein reasoned that if someone lived across the street of another, they should be in the same district. He explained that they had stayed on the idea of not breaking up communities or streets.

Mayor Pro Tem Laura Alvarado stated that she was ok with the way it was and that they were fairly accurate to what they had imagined. Her question was directed more towards staff being that when 99 builds out, would that be an ETJ or would that be city limits? She and Council Member Mike Lester had spoken previously about the possibility to share areas of 99 due to their proximity. First Assistant City Attorney Fanning replied ETJ to his understanding. Council Member Heather Betancourth stated as far as District 4 goes, there were no changes between the two maps so she had no preference.

Council Member Charles Johnson requested for the minority break down on District 3, and while Dr. Klein searched, Council Member Johnson then asked his second question. That question being, what was the driver for Country Club Manor and Country Club Cove moving to District 4. Dr. Klein responded to the latter question that population was probably it. They were basically working with Districts 1 and 2. In response to Council Member Johnson first question, Dr. Klein answered 39% Hispanic population (18 years and over) in District 3, and the African-American population of the same age range would be 33%.

Council Member Johnson further deliberated that he liked the map, but questioned why Ashbel Cove was not on the map as a part of District 3 as they had previously done a limited purpose annexation for it. Dr. Klein replied that the short answer was the census did not report it in the community yet. He further specified, in regards to voting, they would count but not for redistricting. In regards to November 2022, Council Member Johnson asked if they had a large number of individuals from that Ashbel Cove area, would they then extend and consider redistricting again? Dr. Klein answered it was up to Council. Mayor Capetillo mentioned that was something they know was going to come, so should they consider that in the analysis. Dr. Klein clarified that they could draw boundaries anytime they wanted; however, they could not use anything but the census data for drawing those boundaries. Council Member Johnson assessed then it wasn't going to show until November. Mayor Capetillo suggested they could come back in '23. Council Member Johnson also clarified that this was not what he'd like to see, but so that they would all have accurate information.

Additionally, Dr. Klein commented that people do move. Mayor Capetillo then asked if they take action say in 3 years, what data would they use. He noted they couldn't do a new census for the city. Dr. Klein explained that once the annexation took into effect, they would have to go back to the 2020 census data. Other things such as the American Community Survey that's in auxiliary cannot be used for this purpose. They could only use the numbers they got. Mayor Capetillo clarified they were not going to make a decision but hear input for now, and recommended having a meeting or two where they could adopt them. First Assistant City Attorney Fanning noted that they did have it on the consent item for a hearing. He stated they could pull that if Council wanted to do a hearing in December and then move on in January.



Council Member Jacob Powell had no preference on either option. Council Member Lester stated he'd probably go with B3 because it sounded to him that the consensus was headed that way. His only comment was that District 6 currently had three voting sites and with B3 they now had four voting sites. Council Member Lester gave a follow-up question being whichever one they decide—expressing his thoughts on B3—how would they notify those citizens of their new district and council person? Mayor Pro Tem Alvarado relayed that she herself went through that and gave Council Member Lester her recommendations.

Mayor Capetillo summarized that there was a general leaning towards B3 and moved on to the next item.

**b. Discuss possible revisions to the Park Pavilions and Community Center Rental Policies and Procedures regarding serving/consuming alcoholic beverages, charging admission fees, and related items.**

Mayor Capetillo began the discussion addressing ticketed events. It was understood that there couldn't be those kind of events at the community center. Mayor Capetillo expressed that he would like to look at allowing people to hold events that charged a fee. Council Member Johnson questioned why they were not, and Council Member Powell also voiced his curiosity as to how the policy was written. First Assistant City Attorney Fanning stated that the policy, in regards to alcohol, approved certain locations and that this location was not. Mayor Capetillo responded they could get past that with Council's consensus, and he reminded them that there were two components to this agenda item. First Assistant City Attorney Fanning again referenced the policy and stated they could not—when it comes to private entities that were not a non-profit—sell tickets with profit. Mayor Capetillo recommended they just rent the place.

There was then extended discussion entailing allowing entities to rent. Council Member Presley asked if there was a limitation in place in the event entities were running a business. Mayor Capetillo suggested allowing businesses to rent twice a year. First Assistant City Attorney Fanning stated there was an aspect in the policy that does say they could not monopolize the facility. Council Member Johnson commented that they didn't necessarily have to say twice a year. In reference to the policy, Council Member Johnson specified they would just need to be clear on how they define monopolizing and that after he did not see why they shouldn't. Mayor Pro Tem Alvarado and Mayor Capetillo inquired for the numbers and how often people request ticketed events. Interim Parks and Recreation Director Clifford Hatch did not give the specific numbers, but did mention that the city does sell ticketed event which the city and other non-profits could do. Council Member Betancourth voiced that she had no issues with it. Council Member Lester stated if it starts to be a problem, they could fix it to which Council Member Betancourth agreed saying that surely staff could manage the monopolizing.

Mayor Capetillo then spoke over allowing the consumption and selling of alcohol. He commented that he had no issue. The Mayor brought up the example of Evergreen where alcohol was allowed and stated he hadn't heard of any issues.

First Assistant City Attorney Fanning backtracked and commented again on the topic of monopolizing the community center. He stated the current policy did not define monopoly but did say no single activity of special interests shall be committed to monopolize any facility. First Assistant City Attorney Fanning continued reciting the policy stating the frequency of usage of the facility would be at the approval of the Director of Parks and Recreation. Mayor Capetillo stated they would let staff decide what that was.

Council Member Lester continued the discussion on alcohol in asking First Assistant City Attorney Fanning if he knew what the current alcohol policy was at Evergreen. First Assistant City Attorney Fanning replied that they had to get a permit. Council Member Johnson then questioned when it came to police officers and alcohol being served, would Council say they'd want "x" amount of police officers per 25 or 30 so individuals. Assistant Director of Parks and Recreation Clifford Hatch replied that they would have to have two officers and if they go over a hundred or so then it would be up to the Parks Director. Council Member Betancourth indicated that would be paid separately and not a city expense. Council Member Johnson asked once more for the number of two officers for how many people. Mr. Hatch responded they try to do about a hundred but that it depends on the event. He also mentioned when they get event insurance, they'd have to say the parameters of the party and they could then get that information.

City Manager Rick Davis then summarized that it appeared there was an appetite of this kind of policy. The appropriate pathway was to put something together and move it to Parks and Recreation for consideration. Then, it would come back to Council. Mayor Pro Tem Alvarado clarified then that if the community center served alcohol, would they require officers as well and Mr. Hatch confirmed they would. Mayor Capetillo suggested they adopted the same policy as Evergreen. City Manager Davis commented he and Mr. Hatch could look at this together. Council Member Johnson noted it would have to be Baytown PD and not Sheriff or Constable. Mayor Pro Tem Alvarado countered as long as it was an officer. Mr. Hatch responded that they would rather have all Baytown police. If Baytown could not staff it, they would then supplement with Harris County Constables.

Mayor Capetillo's only question was would this apply to certain rooms in the community center or any. Mayor Pro Tem Alvarado voiced she would just go with the bigger rooms, but that they'd have to see the policy they come up with. Mayor Capetillo advocated again keeping it the same as Evergreen, and then moved on to the next item.

**c. Discuss The Cottages at San Jacinto Boulevard Development.**

Director of Planning and Development Service Martin Scribner introduced Ms. Tiffany Foster who presented the item to Council. Ms. Foster, representative for REME Company gave her greetings and began with bringing to remembrance years ago when they designed San Jacinto Boulevard. She stated following construction, the city put in place an overlay district to cover that area which brought restrictions and rules that were over and above what was in their yield in their zoning code. Ms. Foster also mentioned they looked at having mixed-use type of developments, such as: commercial and residential. She also noted they did say they had wanted some type of higher density residential.

Ms. Foster then began explaining to Council what they were viewing in the presentation. She described the overlaying district was broken up into three different tiers: commercial; mixed-use closer to I-10; and residential moving down south. The property they were examining was roughly 13.5 acres, and she explained the City of Baytown at that time designated it for a higher density residential use. Ms. Foster defined that what they're presenting to Council was a project showing a higher density residential with a horizontal multi-family and single-family detached residential units that would be owned and managed by one particular owner. Ms. Foster then introduced REME Company's Daniel Blanco who would talk them through the concept of a different type of housing for the City of Baytown.

Mr. Daniel Blanco with REME Company introduced himself as well as the team who was present, that had collaborated on this particular project.

Mr. Blanco explained they were a community real estate developer who focused on mixed-use commercial and residential. How they do that is by a lot of research and development. He stated they did not typically pick up their team and go all over, what they did was pick who had the most success in that city and then bring those individuals to the table. After assembling that team, that was how they got to where they were next—site specific curation.

Mr. Blanco then began discussing the property itself. He explained the zoning was a good buffer between general commercial and low-to-mid density residential. Mr. Blanco noted it acted as a good transitional element for the proposed project and that it had all the utilities. He acknowledged that it was intended to be a high density residential and expressed they did want to keep those characteristics.

The property was also next to a regional detention pond intended for the watershed of San Jacinto Boulevard. Mr. Blanco noted that the interesting part of the city's overlay district was that they did not want to have the on-site surface detention take up all the projects along San Jacinto, and so they were trying to get everybody into that regional detention facility. He recognized because they were the first project, there was not a defined regional facility so they were having to create one for their project. It just so happened that the property was adjacent to the city-owned detention facility and being where they saw an opportunity to provide amenities, he noted they were utilizing that detention to be the detention for their site as well and turn it into a public amenity, which would be a wet-bottom pond with walking trails all the way around it.

Mr. Blanco expressed that they wanted to attract quality residents and to be more transitional from commercial to low-mid density residential. He clarified they did not want an apartment complex, did not want to target low-to-moderate income, and they were not subsidized housing. Mr. Blanco explained what they created was a single-family detached residential community. They used the term "cottages" to define their small homes. He further explained it was a gated community with in-hand security and 24/7 maintenance (front yards, backyards, etc.). Mr. Blanco specified they were trying to create a luxury lifestyle with hassle-free living that had the perks of a single-family. They highly amenitized every unit and stated they would have an attached garage and private yards. They have also identified areas for parklets throughout the community like a dog park and dog wash station. Mr. Blanco also explained they tried to make

sure their parking was concealed in alleyways and connected their public amenity to the San Jac. trail system.

Mayor Pro Tem Alvarado commented they currently had a cottage development with alley parking at Shady Hill. They constantly receive calls due to neighbors parking their cars blocking other neighbors. She noted that they did have a visitor's parking, but they did not want to park there. Mayor Pro Tem Alvarado questioned Mr. Blanco how would they handle that. Her recommendation was creating their own HOA ordinance and using towing signs. Mr. Blanco reiterated that every unit had their own dedicated parking spots depending on the number of bedrooms in that unit. He also clarified that this was a 4-rank community with one owner that operated like a multi-family development but was single-family units. Mr. Blanco then answered Mayor Pro Tem Alvarado's question in saying that how he would police that was through their property management company. He explained the beauty of having on-site maintenance and on-site representation was that it would be a quick golf cart ride from the leasing center over to handle the issue.

Mr. Blanco also presented Council with floor plan examples and recapped on their housing concept. It had the feel of a traditional neighborhood development with the maintenance-free luxuries of an apartment complex. City Manager Davis inquired for the rents. Mr. Blanco responded that they pulled data from the local garden-style apartment complexes and typically demanded a 15-20% premium that came from all the amenities. Ms. Foster added in comparison to Alta, a garden-style apartment complex, one bedroom was roughly \$1,200 a month plus \$200-\$300 for a garage and dedicated parking. So, their one bedroom would have a premium of 15%-30% higher. Mr. Blanco stated \$1,500-\$1,600 was their target.

City Manager Davis noted that then this would not attract people seeking affordable housing, it was for people who are trying to attain a certain lifestyle. Ms. Foster agreed that it was for the lifestyle of a young professional who was coming to the market not ready to purchase a home yet. A "lock-and-leave" concept. Mr. Blanco expanded that they did target the 40% of the population between 25 and 55 years old in Baytown—especially those 55 and up moving out of their houses, downsizing, and wanting a house with free maintenance. How they acquire those people was by the quality and luxury they provide.

Council Member Powell had a question for staff, did they have any plans to extend Archer Road through that area? Council Member Betancourth believed they didn't. Ms. Foster replied that the extension of Archer Road was currently on the current major thoroughfare plan. With the development of San Jacinto and Santavy, the city had decided it was not necessary. She also noted the engineering difficulties with the Harris County flood control ditch being there. What they had discussed with this project was that the city would move forward with the cleaning up of the thoroughfare plan. Ms. Foster explained that in a couple of months they would go through the comprehensive plan update which was already in progress. Council Member Powell noted that there were no proposed exits. If they ever were to extend Archer, he recommended leaving room for an exit.

Council Member Presley queried if they had developed this concept in other cities. Mr. Blanco replied they had in the San Antonio market and that this would be their first project here. Council

Member Presley questioned further if there were no projects they could look at in the Houston area. Mr. Blanco answered everything was under construction, the established ones were in San Antonio but that they had a list of “stuff” in the Houston area too they could provide Council. Council Member Presley stated they would like to see that list in San Antonio and Houston. Mr. Blanco notified they would also distribute example videos of the communities.

At 6:28 p.m., Mayor Capetillo walked out of the meeting.

One final point Mr. Blanco discussed was that the compelling nature of this development was having long-term tenants. On a traditional multi-family market, they would get a 1-to-18-month turnaround period from tenant to tenant, whereas here, they were locking in tenants for 5 years.

Additionally, Mr. Scribner pointed out that they were anticipating the timeline for this with the PUD overlay was going to the Planning and Zoning Commission the following night, then have a second hearing in December, and without any hiccups then come back to Council in January.

Council Member Lester requested Mr. Blanco to have the floor plans available to them. Mr. Blanco said they did have floor plan as well as elevation examples. Mayor Pro Tem Alvarado in reference to the pages in front of Council, stated that the City Clerk would make copies for Council if they wanted them and closed item 1.c.

**d. Discuss any or all of the agenda items on the City Council Special Meeting Agenda for November 15, 2021, which is attached below.**

City Manager Davis announced the Fire Chief was going to quickly touch on a couple of items that they were going to consider that night on the agenda. The Fire Chief noted the items were about the fire engines and improving their fleet cycle. They were looking forward to using the fire control funds until they had saved up enough money to purchase the apparatus. The Fire Chief stated they started looking at the lease purchase options. In talking with city staff, they came up with the idea of drawing a loan from the general fund while still doing the repayment the same way which was having three years of payments. The Fire Chief stated the reasons why they wanted to do that was because they needed more and newer fire apparatus so that their reserve feet would also be strong. He explained their reserve fleet was not in great shape due to losing a truck in an accident a couple of years ago and also delays with COVID. They had been seeing significant cost increases and regular annual cost increases. He also noted they would get the prepayment which is about \$50,000.

Council Member Johnson questioned how much each truck cost. The Fire Chief answered about \$780k-\$790k. He mentioned they had previously discussed, when he first came to the city four years ago, that they had purchased Engine 2 at \$699k. Other trucks, they had previously bought at \$850k three years ago and that they have now scaled back with smaller trucks which would put them in a better position to continue to purchase. Council Member Johnson further questioned how many were they going to get. The Fire Chief responded they were going to get two now and that the total was \$1.5m to \$4.57m. City Manager Davis noted this would save them tens of thousands of dollars.

Council Member Powell cautioned they were going to reach their end of life around the same time and they should keep that in mind for a few years down the road. The Fire Chief noted Director of Finance Victor Brownlee was not in attendance but they had looked at funding moving forward and that it was in good shape. Lastly, the Fire Chief noted they did have a debt-payment from the training field that would end in about six or seven years which would free up funding.

**2. ADJOURN**

With there being no further business to discuss, Mayor Pro Tem Laura Alvarado adjourned the November 15, 2021, City Council Special Work Session at 6:31 P.M.

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Angela Jackson, City Clerk  
City of Baytown

# **MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF BAYTOWN**

November 15, 2021

The City Council of the City of Baytown, Texas, met in a Special Meeting on Monday, November 15, 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:

Laura Alvarado	Mayor Pro Tem
Chris Presley	Council Member
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	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 November 15, 2021, City Council Special Meeting with a quorum present at 6:40 P.M., all members were present.

The Pledge of Allegiance, Texas Pledge, and Invocation was led by Council Member Mike Lester.

## **1. ELECTION CANVASS**

### **a. Canvass the returns of the City of Baytown's November 2, 2021, General and Special Elections.**

City Clerk Angela Jackson presented the tabulation results to Council from the November 2, 2021, General and Special Elections. Mayor Capetillo presented the summary of the results as followed:

### **GENERAL ELECTIONS**

#### **Brandon Capetillo**

Absentee Voting – 523  
Early Voting – 737  
Election Day – 888  
Provisional Votes – 9  
Total Votes Cast – 2,157 (80.04%)

#### **David Isaac**

Absentee Voting – 63  
Early Voting – 98

Election Day – 165  
Provisional Votes – 0  
Total Votes Cast – 326 (12.01%)

**John Bryant**

Absentee Voting – 37  
Early Voting – 70  
Election Day – 105  
Provisional Votes – 0  
Total Votes Cast – 212 (7.87%)

**TOTALS**

Absentee Voting – 623  
Early Voting – 905  
Election Day – 1,158  
Provisional Votes – 9  
Total Votes Cast – 2,695 (100%)

**SPECIAL ELECTIONS**

**Street Maintenance – Proposition A**

**FOR**

Absentee Voting – 585  
Early Voting – 750  
Election Day – 906  
Provisional Votes – 7  
Total Votes Cast – 2,248 (82.31%)

**AGAINST**

Absentee Voting – 52  
Early Voting – 150  
Election Day – 279  
Provisional Votes – 2  
Total Votes Cast – 483 (17.69%)

**TOTALS**

Absentee Voting – 637  
Early Voting – 900  
Election Day – 1,185  
Provisional Votes – 9  
Total Votes Cast – 2,731 (100%)

**Section 12 – 4 Consecutive Full 3-Year Terms for Council and Mayor – Proposition B**

**FOR**

Absentee Voting – 511



Early Voting – 704  
Election Day – 992  
Provisional Votes – 6  
Total Votes Cast – 2,213 (81.39%)

**AGAINST**

Absentee Voting – 122  
Early Voting – 190  
Election Day – 191  
Provisional Votes – 3  
Total Votes Cast – 506 (18.61%)

**TOTALS**

Absentee Voting – 633  
Early Voting – 894  
Election Day – 1,183  
Provisional Votes – 9  
Total Votes Cast – 2,719 (100%)

**Section 22 – Consolidate Departments – Proposition C**

**FOR**

Absentee Voting – 530  
Early Voting – 673  
Election Day – 790  
Provisional Votes – 6  
Total Votes Cast – 1,999 (75.92%)

**AGAINST**

Absentee Voting – 95  
Early Voting – 205  
Election Day – 331  
Provisional Votes – 3  
Total Votes Cast – 634 (24.08%)

**TOTALS**

Absentee Voting – 625  
Early Voting – 878  
Election Day – 1,121  
Provisional Votes – 9  
Total Votes Cast – 2,633 (100%)

**Section 29 – 2 Readings for Annexation – Proposition D**

**FOR**

Absentee Voting – 672  
Early Voting – 743

Election Day – 909  
Provisional Votes – 9  
Total Votes Cast – 2,233 (86.35%)

**AGAINST**

Absentee Voting – 47  
Early Voting – 115  
Election Day – 191  
Provisional Votes – 0  
Total Votes Cast – 353 (13.65%)

**TOTALS**

Absentee Voting – 619  
Early Voting – 858  
Election Day – 1,111  
Provisional Votes – 9  
Total Votes Cast – 2,586 (100%)

Mayor Capetillo delivered the election returns tally list and early voting report using the canvass to the City Clerk, the General Custodian of Election Records, who shall preserve them for the period of preserving election records. It was then 6:46 p.m. and that concluded the canvass of the General and Special Election of the City of Baytown held on November 2, 2021.

**b. Consider an ordinance declaring the results of the City of Baytown General and Special Elections held on Tuesday, November 2, 2021.**

A motion was made by Mayor Pro Tem Laura Alvarado and seconded by Council Member Mike Lester to approve Ordinance No. 14,940. The vote was as followed:

Ayes: Mayor Brandon Capetillo, Mayor Pro Tem Laura Alvarado, Council Member Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

**ORDINANCE NO. 14,940**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, DECLARING THE RESULTS OF THE MUNICIPAL ELECTION HELD NOVEMBER 2, 2021, CONCERNING THE ELECTION OF A MAYOR OF THE CITY OF BAYTOWN; DECLARING THE RESULTS OF THE SPECIAL ELECTIONS HELD NOVEMBER 2, 2021, CONCERNING (I) THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF BAYTOWN AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO

CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AND (II) THREE (3) PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF BAYTOWN, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**2. MINUTES**

**a. Consider approving the minutes of the City Council Work Session and Regular Meeting held on October 14, 2021.**

A motion was made by Council Member Charles Johnson and seconded by Council Member Mike Lester to approve the meeting minutes of the City Council Work Session and Regular Meeting held on October 14, 2021, as submitted. The vote was as followed:

Ayes: Mayor Brandon Capetillo, Mayor Pro Tem Laura Alvarado, Council Member Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

**3. 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 November.

**5 YEAR**

David Galvez, Parks Crew Leader

Melvin Wead, Public Works Construction Inspector I

**10 YEAR**

Sonia Benavides, Public Works Administrative Technician

**15 YEAR**

Jeremy Tharp, Police Patrol Officer

**35 YEAR**

Victor Medrano, Assistant Fire Chief

James Moss, Fire Lieutenant

Russell White, Police Patrol Officer

**b. Mr. Steve Knight and Ms. Yvonne Thomas Chapa with the ACE District, have requested to appear before the City Council, to speak on two upcoming events, Christmas on Texas Avenue and the Baytown Sculpture Trail.**

Ms. Yvonne Thomas Chapa presented Council with an update on the Christmas on Texas Avenue Festival and noted that they have been running the festival for 5 years and this would be the 24<sup>th</sup> year of the event. Ms. Chapa stated they have taken the event from a one-day event that had about 30 vendors and about 1,500 in attendance to a two-day event with around 100 vendors and hoping for 5,000 people to attend, which is what they had last year. She noted they hired entertainers that may bring a crowd, such as: Cory Morrow on Saturday, December 4<sup>th</sup>, and the Skyline Band on Sunday, December 5<sup>th</sup>. Ms. Chapa expressed her appreciation to the City and Parks and Recreation Department for the assistance they provide with all of their events. She also expressed her gratitude in being the recipients of the HOT Grant. She explained this event was their only real fundraiser that was going to help with their Baytown Sculpture Trail, to which she then turned the presentation over to Mr. Steve Knight to speak on that event.

Mr. Steve Knight provided an overview of the Baytown Sculpture Trail and explained this was an inaugural, year-long exhibition of public art comprised solely of sculptures. It would be set up through the Downtown Arts District all around Texas Avenue starting in March of 2022 through 2023, and then, it would be renewed again with a juried competition like the one they just had. This year they had artists from 12 states plus Canada. He explained a jury selected 20 works from 17 artists and the works were then going to cover the 4 blocks ranging from North Jones Street to Ashbel Street. Mr. Knight presented a slideshow with photos and descriptions of 8 of those sculptures and noted that their effort is supported by donations and sponsorships to which he further detailed their tax-deductible 3-levels of sponsorship. Mr. Knight indicated that all of their work is for sale and available for businesses to lease.

Council Member Presley gave kudos to the ACE District and the Parks and Recreation Department for their ideas and efforts. Mr. Knight and Ms. Chapa gave their final thanks concluding their presentation.

**c. Recognition of Parks and Recreation Director Scott Johnson.**

Assistant City Manager Kevin Troller proceeded to introduce and honor the Director of Parks and Recreation Scott Johnson for his 40-year career with the City of Baytown. City Manager Rick Davis presented Director Johnson and his wife, Lisa, with an award. Mr. Johnson noted that it had been an honor to work for the City of Baytown and thanked Council.

Mayor Capetillo then opened the floor to comments. Council Member Presley recognized the heavy lifting Director Johnson and the Parks department have done over the years, and reminisced on their time together at the City. Mayor Pro Tem Alvarado expressed her appreciation for Director Johnson's work and leadership, and also wished him well in his retirement. Council Member Mike Lester reminisced as well and welcomed Director Johnson into the retirement club. Lastly, Mayor Capetillo expressed his appreciation to Director Johnson and likewise wished him well on his retirement.

#### **4. DISCUSSIONS**

##### **a. Receive and discuss a presentation from the Baytown Police Strategic Planning Advisory Committee on the Baytown Police Strategic Plan.**

City Manager Davis recalled the time—approximately a year and a half ago—he provided Council with a four-point plan to build trust between the City’s citizens and their Police Department. He had recently sent Council citizen survey scores that indicated movement in a positive direction. Mr. Davis recognized this was due to the establishment of the Baytown Police Advisory Committee and the exercise of community listening that culminated a strategic plan. That plan was delivered to the Police Chief and he began to form teams to address each of the tenants of that plan.

City Manager Davis wanted to acknowledge some of individuals that participated in this exercise, he listed the following:

- |                                    |                    |
|------------------------------------|--------------------|
| • Ms. Lakesha Holmes               | • Mr. Bill Nelson  |
| • Ms. Aracely Auzenne              | • Mr. Derrick Wade |
| • Assistant Chief Richard Whitaker | • Mr. Brian Moran  |
| • Officer Aaron Crowell            | • Mr. Mackie Smith |
| • Mr. Preet Singh                  | • Ms. Kim Milstead |

The City Manager then turned over the floor to Committee Member Aracely Auzenne.

Ms. Auzenne presented to Council the strategic planning process and noted that the plan had taken approximately a year to complete. The Committee began this undertaking in August of 2020. The four phases of the plan included: the launch process that took approximately three months; the data gathering phase that took about four months; the analysis phase that was about two months; and the composition phase that also took about two months. The Baytown Police Strategic Planning Committee’s mission statement was to partner and engage with community members and organizations to create a plan to address local challenges in order to build trust and mutual respect between the community and the Baytown Police Department. She explained they would accomplish that by a series of data-gathering exercises and community involvement.

Next, Ms. Auzenne exhibited their Community Outreach Campaign that took place during the months of February, March, and April. The Community Engagement Activities included 12 focus groups in 3 public workshops. The focus group meetings were with Committee identified stakeholders across Baytown. They also canvassed a survey through a third party for accurate representation of the community. The Committee additionally utilized the Baytown Engage website as a resource to share interviews they conducted with several community leaders—such as Pastor Montgomery, who chairs the Baytown Police Advisory Committee. They also closely worked with the City’s Public Affairs Department to promote a media campaign.

Ms. Auzenne proceeded to list some of the organizations that participated in their focus groups, she listed the following:

- The West Baytown Civic Association
- The ACE District
- Goose Creek Consolidated School District
- Glen Meadows HOA
- Linwood Neighborhood Watch
- The Juneteenth Celebration Committee
- Top Ladies of Distinction
- Local pastors and leaders
- Lady of Guadalupe Catholic Church
- The Kiwanis Club
- Baytown Police Department

The findings the Committee discovered, as relayed by Ms. Auzenne, were broken down into perceived strength and areas of improvement. The feedback of the citizens were as followed:

### **PERCEIVED STRENGTHS**

- **Community Involvement** – residents voiced support of the investments and community engagement that the Police Department had made. A few specific engagements listed were: Coffee with A Cop, D.A.R.E, Blue Santa, and Pop-up Park.
- **Implementation of Body Cameras** – the community called attention to the body cameras for patrol officers. Araceli noted that the police department conducts random audits of body-cam footage to review officer behavior and assure quality services from its officers.

### **PERCEIVED AREAS OF IMPROVEMENT**

- **Youth Engagement** – residents desired more targeted outreach to the youth of Baytown. A specific piece of feedback was elementary school kids have positive interactions with police through D.A.R.E., but have little to no interaction with police in junior high. Upon attending high school, students feel suspicious of police which is a 180-degree shift from their experience with police just four years prior.
- **Expanded Training** – residents felt additional trainings were needed in specific areas, such as: de-escalation; mental health; and racial biases. Araceli stated these trainings were viewed as central aspects in addressing areas of improvement.

Committee Member Auzenne noted that four directives became increasingly visible as the Committee interpreted the data and feedback received by the community.

### **STRATEGIC DIRECTIVES**

- **Foster Community Relationships** – the top trend that emerged from residents was the desire for more community engagement and positive interactions with police. Certain groups shared that the Police Chief and other leaders should regularly meet with stakeholders across the community, including: local non-profits; religious leaders; and particularly Black and Hispanic communities.
- **Mental Health** – residents and officers alike voiced several ideas to better equip officers to respond to mental health calls, such as: additional training and hiring mental health experts/social workers to assist officers—or even training the city’s paramedics—to respond to mental health calls.
- **Community Policing** – this was a specific directive recommended by residents. An officer patrols the same area for some time and develops a partnership with citizens to identify and solve problems. This includes officers interacting with citizens and recruiting residents to serve on the police force that reflect the ethnic diversity of the community of Baytown—particularly Black and Hispanic communities.

- **Accountability and Transparency** – transparency includes more proactive communication with those who submit complaints or witness an incident and inform them on the next steps taken in the disciplinary review process. It could additionally include educating the public on the adoption of new policies and utilizing social media.

Proceeding the directives, Ms. Auzenne began to list key initiatives for each directive.

## **KEY INITIATIVES**

### **Community Partnerships** (AKA “Foster Community Relationships”)

- Continue to utilize The Citizen Academy, D.A.R.E., and other programs.
- Enhance collaboration and communication between GCCISD Police and the Baytown Police Department.
- Explore incentives for officers to attend community events and review the scheduling of on-duty assignments to give more officers the opportunity to interact more with residents.
- Partner with community organizations to offer citizen safety workshops and other trainings.
- Continue to leverage the Strategic Planning Advisory Committee to connect residents with law enforcement.
- Enlist community influencers to help instill information, and also conduct regular meetings between police leadership, community partners, and stakeholders.
- Continue to work with social service providers to develop a coordinated intake for unique responses, such as: domestic violence; homelessness; and other sensitive topics.

### **Mental Health**

- Adjust the Baytown Police Department’s health insurance plan to include additional mental health resources and pursue additional resources for the health of officers and first responders.
- Train and enlist mental health experts to assist officers with related calls.
- Launch and implement a program that uses technology to connect officers with mental health clinicians.
- Continue and expand training to patrol officers on responding to mental health related calls.
- Implementing flagging systems for officers to be made aware of mental health cases and refine criteria/procedure for identifying residents who deal with mental health challenges.
- Explore coordinated intake options for mental health assessments and possibly designate community partners.

The next portion of key initiatives were discussed by Officer Aaron Crowell.

### **Community Oriented Police Force** (AKA “Community Policing”)

- Explore additional policies and incentives for the police force to live in Baytown.
- Invest in messaging and recruitment efforts of local citizens.
- Continue to recruit applicants that reflect the diverse communities of Baytown.
- Implement policies and plans for officers to be out of patrol cars in appropriate situations—particularly through biking and four-wheelers.
- Coordinate with GCCISD on youth engagement tactics particularly from middle and high school students, and evaluate possible youth engagement programs for the summer months.

- Increase outreach initiatives with communities of all demographic backgrounds.
- Target Spanish-speaking communities with bilingual trainings.
- Continue and expand the Coffee with A Cop program into different locations and formats.
- Continue to emphasize community policing principles in BPD culture, and enhance those principles into the field training program.

### **Accountability and Transparency**

- Conduct internal policy reviews to identify areas for improved transparency and communication.
- Publish additional department policies online to make them publicly available.
- Continue to provide cultural sensitivity, bias, de-escalation, and other specialty trainings to officers and inform the public on specialty training that officers do receive.
- In coordination with the Police Association and legal practices, adopt proactive public communication policies for officer-related incidents.
- Conduct periodic check-ins with the community to solicit feedback in additional areas of improvement.
- Provide education tools to officers and residents alike on historical implications of policing.
- Continue to give regular reports to the City Council and community on safety updates in Baytown.

Ms. Kim Milstead with the Department of Justice then stepped up to give Council the status of their next steps. The first step being the implementation of the plan. The following step was the presentations to others, and she explained that the Committee has already made presentations to the City Manager, the Chief of Police, and there is a scheduled presentation for the Baytown Police Advisory Committee. Lastly, the final step was the creation of a scorecard and website. She stated that currently city staff are developing a dashboard that would allow the community to track the progress of the plans in the implementation stage.

Ms. Milstead then gave Council the Committee's recommendations which were as followed:

### **RECOMMENDATIONS**

- Establish and review outcome measures associated with the strategic plan directives.
- Make adjustments as needed to ensure there are correlations between the outcome measures and the plan directives.
- Utilize the plan as a basis for the annual planning and goal setting for the police department. The plan should serve as a basis for the Police Department's recommended programs for funding and as a focus of discussion of priority from year to year.
- Assign responsibility for implementing the action plans and enlist other entities and government agencies that should be involved.
- The Strategic Planning Advisory Committee would conduct an annual meeting to review the progress of the strategic plan with city staff and police leadership.
- School cards to be updated at a minimum of a quarterly basis.

With that being the end of the presentation, Mayor Capetillo opened the floor to questions regarding the Baytown Police Strategic Planning Advisory Committee. Mayor Pro Tem Alvarado had no question but commented she had reviewed this prior and expressed that it looked great and



appreciated all the work that was put into it. The Mayor also commended the law enforcement personnel and citizens that participated.

**5. PROPOSED ANNEXATION OF APPROXIMATELY 34.45 ACRES OF LAND LOCATED AT NW JOHN MARTIN RD AND IH-10**

**a. Conduct a first 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.**

At 7:27 p.m., Mayor Capetillo opened the 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.

The Principal Planning Manager of the Planning and Development Services Department Francesca Linder presented the item. Principal Planning Manager Linder first noted the applicant also owns the eastern parcel already inside city limits. The total acreage was 96.2. She mentioned they were going through the rezoning process to zone the additional land and that annexed land from open space and recreation to general commercial. They did not have a specific use at that time, but doing so would allow them to make improvements to the land for drainage purposes. Principal Planning Manager Linder relayed that 5a. was the first public hearing for this annexation and that it would come before Council several more times before approved in 2022.

The Mayor noted one citizen did sign up to speak, Mr. David Isaac. He, however, had no comment.

At 7:31 p.m., Mayor Capetillo closed the 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.

**b. Consider an ordinance authorizing a Service Agreement with Charles H. Cox, concerning approximately 34.45 acres of privately-owned land consisting of 3 parcels, located generally near the northwest intersection of John Martin Road and Interstate 10.**

Council Member Lester questioned if they were moving forward with the zoning changes for the property to the East as well. Principal Planning Manager Linder responded with a yes and that they would come to Council at the same time for a final public hearing and consideration. She anticipated the date for that being January 2022. With no further questions, Mayor Capetillo continued.

A motion was made by Council Member Charles Johnson and seconded by Council Member Chris Presley to approve Ordinance No. 14,941, related to Item 5.b. The vote was as followed:

Ayes: Mayor Brandon Capetillo, Mayor Pro Tem Laura Alvarado, Council Member Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 14,941

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 A SERVICES AGREEMENT WITH CHARLES H. COX CONCERNING APPROXIMATELY 34.45 ACRES OF LAND CONSISTING OF THREE (3) PARCELS, LOCATED GENERALLY, NEAR THE NORTHWEST INTERSECTION OF JOHN MARTIN ROAD AND INTERSTATE 10, HARRIS COUNTY, TEXAS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**6. LIMITED PURPOSE ANNEXATION OF APPROXIMATELY 514.39 ACRES LOCATED NORTH OF EAST WALLISVILLE RD AND WEST OF GARTH RD**

- a. Consider an ordinance for the second reading of the proposed Limited Purpose Annexation of approximately 514.39 acres, located generally North of East Wallisville Road and West of Garth Road.**

Principal Planning Manager Francesca Linder presented this item and explained 6.a. and 6.b. were both about the same properties. These were the final steps in completing the limited purpose annexation of Baytown Crossings as a part of the Friendswood Agreement. Item 6.a. was the second and final reading, and item 6.b. was for the placement in to Council District 3.

A motion was made by Council Member Charles Johnson and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance Nos. 14,885 and 14,942, related to items 6.a. and 6.b., respectively. The vote was as followed:

Ayes: Mayor Brandon Capetillo, Mayor Pro Tem Laura Alvarado, Council Member Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 14,885

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, FOR LIMITED PURPOSES, AND THE LIMITED PURPOSE ANNEXATION OF APPROXIMATELY 514.39 ACRES, LEGALLY

DESCRIBED AS TRACTS 1-6, ABSTRACT NO.620, TALCOTT PATCHING SURVEY, HARRIS COUNTY, TEXAS, LOCATED GENERALLY NORTH OF EAST WALLISVILLE ROAD AND WEST OF GARTH ROAD; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- b. Consider an ordinance adding the newly Limited Purpose Annexed properties generally described as approximately 514.39 acres, located generally North of East Wallisville Road and West of Garth Road to Council District No. 3.**

ORDINANCE NO. 14,942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADDING APPROXIMATELY 514.39 ACRES, LEGALLY DESCRIBED AS TRACTS 1-6, ABSTRACT NO. 620, TALCOTT PATCHING SURVEY, HARRIS COUNTY, TEXAS, LOCATED GENERALLY NORTH OF EAST WALLISVILLE ROAD AND WEST OF GARTH ROAD, HARRIS COUNTY TEXAS, TO COUNCIL DISTRICT NO. 3; REPEALING ORDINANCES INCONSISTENT HERewith; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

**7. PROPOSED ORDINANCES**

- a. Consider an ordinance authorizing the issuance of the City of Baytown, Texas General Obligation Refunding Bonds, Series 2021A, and setting certain parameters for the Bonds.**

Director of Finance Victor Brownlees presented the item. Director Brownlees stated they had an opportunity to refinance about \$21 million worth of existing debt and save about \$2 million.

A motion was made by Council Member Heather Betancourth and seconded by Mayor Pro Tem Laura Alvarado to approve Ordinance No. 14,943, related to Item 7.a. The vote was as followed:

Ayes: Mayor Brandon Capetillo, Mayor Pro Tem Laura Alvarado, Council Member Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

ORDINANCE NO. 14,943

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF BAYTOWN, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021 A; LEVYING

A TAX IN PAYMENT THEREOF; AUTHORIZING THE ISSUANCE OF THE BONDS IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

## **8. REPORTS**

### **a. Receive the City of Baytown's Quarterly Financial and Investment Reports for the Quarter Ending September 30, 2021.**

Director of Finance Victor Brownlees presented the item to Council. Director Brownlees stated they had ended the year in line with the expectations set by the budget for the current year. On the general fund, they were about \$10 million dollars up. When Council set the current year budget, Director Brownlees explained they had established a \$10 million surplus would go into the Capital Improvement Fund. That being why Council did not have to borrow money to fund their Capital Improvement Plan in the current year. Director Brownlees commented that overall it was an extremely good year in terms of revenue, and expenditures kept well within the budget.

Next, Director Brownlees spoke on the Aquatics Fund. The year prior was dire due to the effects of the pandemic and this year the weather was an issue; nevertheless, the fund was in surplus and has begun to contribute back to the general fund for the loan that it received last year. Director Brownlees commended the aquatics crew on their good year.

For the Hotel/Motel Fund, Director Brownlees stated revenues have been “incredibly robust.” They ended the year again in a healthy position. Director Brownlees did warn, as he had the previous year, that Council would need to adjust the balance in the fund to recognize the \$4 million used by the Hotel Fund to help pay for the convention center.

Taking the Utility Funds together, Director Brownlees stated they ended where they had anticipated which is why they were able to freeze the utility rate for yet another year. On the Street Maintenance Fund, sales tax has been “ludicrously robust” throughout the pandemic. He explained they have a healthy balance which they intend to spend over the coming year.

Moving on to the investments, Director Brownlees explained as they spend money they have to dip into their cash—this being why the balance is less now than it was. He specified one of the major contributions over that cash balance was the Hotel and Convention Center. Director Brownlees also noted over the last couple of quarters they have been more liquid, so more funds have been kept in the pool. Over the next coming quarters, the balance will start shifting back as they become slightly less liquid moving more towards investment to the commercial as the “rich” have become more advantageous than they have in the first part of this calendar year.

With that being the end of the report, Mayor Capetillo opened the floor to any questions or comments. With there being none, Mayor Capetillo thanked the Finance Committee for their work and continued on to the next item.

**9. CONSENT**

A motion was made by Council Member Chris Presley and seconded by Council Member Heather Betancourth to approve Consent Agenda Items 9.a. through 9.y., as submitted. The vote was as followed:

Ayes: Mayor Brandon Capetillo, Mayor Pro Tem Laura Alvarado, Council Member Chris Presley, Council Member Charles Johnson, Council Member Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

**a. Consider an ordinance authorizing an Industrial District Agreement with Gulf Coast Fractionators.**

**ORDINANCE NO. 14,944**

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 GULF COAST FRACTIONATORS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**b. Consider an ordinance approving an amendment to the Baytown Fire Control, Prevention, and Emergency Medical Services District's Fiscal Year 2021-2022 Budget, in order to transfer monies from Contingency/New Initiatives (20701-99001) to Capital (20701-80001) for the purchase of equipment for the new Engine 3.**

**ORDINANCE NO. 14,945**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING AN AMENDMENT TO THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT'S FISCAL YEAR 2021-22 BUDGET; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**c. Consider an ordinance authorizing an interlocal agreement with the Baytown Fire Control, Prevention, and Emergency Medical Services District for the funding of two (2) Pierce Velocity Pumper Trucks and Equipment for Engine 3.**

**ORDINANCE NO. 14,946**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY

CLERK TO ATTEST TO AN INTERLOCAL AGREEMENT FOR THE FUNDING OF TWO (2) PIERCE VELOCITY PUMPER TRUCKS AND EQUIPMENT FOR ENGINE 3 WITH THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- d. Consider an ordinance setting a public hearing concerning the proposed redistricting plan for the City of Baytown.**

ORDINANCE NO. 14,947

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED REDISTRICTING PLAN FOR THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- e. Consider an ordinance renewing the Annual Sludge Disposal Contract with Sprint Waste Services, LP.**

ORDINANCE NO. 14,948

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL SLUDGE DISPOSAL CONTRACT WITH SPRINT WASTE SERVICES, LP, AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE SUM OF FOUR HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS (\$443,430.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- f. Consider an ordinance approving Change Order No. 4 for the Reconstruction of Rollingbrook Drive Project from Goose Creek to Decker Drive.**

ORDINANCE NO. 14,949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO.4 TO THE RECONSTRUCTION OF ROLLINGBROOK DRIVE PROJECT FROM GOOSE CREEK TO DECKER DRIVE WITH GULF COAST, CRH, F/K/A ANGEL BROTHERS, LTD, IN AN AMOUNT NOT TO EXCEED EIGHTY-ONE THOUSAND THREE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS (\$81,357.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- g. Consider an ordinance authorizing an agreement with Alfa Laval Inc., for the rehabilitation of the Central District Wastewater Treatment Plant belt filter press.**

ORDINANCE NO. 14,950

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$162,185.00) TO ALFA LAVAL INC., FOR THE REHABILITATION OF THE CENTRAL DISTRICT WASTEWATER TREATMENT PLANT'S BELT FILTER PRESS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- h. Consider an ordinance awarding a construction contract to T Construction L.L.C., for the West District Wastewater Treatment Plant Second Feed Project.**

ORDINANCE NO. 14,951

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF T CONSTRUCTION L.L.C., FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT SECOND FEED PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH T CONSTRUCTION L.L.C. , FOR SAID CONTRACT; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF THREE MILLION ONE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$3,193,516.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- i. Consider an ordinance authorizing a Professional Services Agreement with Carollo Engineers, Inc., to perform construction management and inspection services for the West District Wastewater Treatment Plant Second Feed Project.**

ORDINANCE NO. 14,952

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT FOR CONSULTING SERVICES WITH CAROLLO ENGINEERS, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT SECOND FEED PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$143,535.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- j. Consider an ordinance awarding a construction contract to Mar-Con Services, LLC, for the Community Development Block Grant Disaster Recovery-funded Lincoln Cedars and Julie Ann Villa Drainage Improvements Project.**

## ORDINANCE NO. 14,953

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF MAR-CON SERVICES, LLC, FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-FUNDED LINCOLN CEDARS AND JULIE ANN VILLA DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH MAR-CON SERVICES, LLC, FOR SAID CONTRACT; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF ONE MILLION SEVEN HUNDRED NINETY-TWO THOUSAND ONE HUNDRED SIXTY-ONE AND 90/100 DOLLARS (\$1,792,161.90); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- k. Consider an ordinance approving the payment of the Texas Commission of Environmental Quality water assessment fee for the City's four (4) Wastewater Treatment Plants.**

## ORDINANCE NO. 14,954

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT IN THE AMOUNT OF ONE HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND 34/100 DOLLARS (\$166,587.34) TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR THE ANNUAL CONSOLIDATED WATER QUALITY FEES FOR THE CITY'S FOUR (4) WASTEWATER TREATMENT PLANTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- l. Consider an ordinance authorizing a Professional Services agreement with Freese and Nichols, Inc., for the Neighborhood Street Reconstruction of Allenbrook Drive, Edgebrook Drive, Narcille Street and Colby Drive.**

## ORDINANCE NO. 14,955

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT FOR CONSULTING SERVICES WITH FREESE AND NICHOLS, INC., FOR THE NEIGHBORHOOD STREET RECONSTRUCTION OF ALLENBROOK DRIVE, EDGEBROOK DRIVE, NARCILLE STREET AND COLBY DRIVE PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$325,624.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.



- m. Consider an ordinance authorizing the purchase of one (1) Ford Truck from Silsbee Ford, through GoodBuy Purchasing Cooperative, for the Health Department (Animal Control).**

**ORDINANCE NO. 14,956**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-SEVEN AND 25/100 DOLLARS (\$55,687.25) TO SILSBEE FORD INC., THROUGH GOODBUY PURCHASING COOPERATIVE, FOR THE PURCHASE OF ONE (1)F-250 FORD TRUCK FOR THE HEALTH DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- n. Consider an ordinance awarding the Annual Uniform and Floor Mat Rental Contract to Aramark Uniform & Career Apparel, LLC, through the Texas Local Government Purchasing Cooperative (BuyBoard).**

**ORDINANCE NO. 14,957**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) TO ARAMARK UNIFORM & CAREER APPAREL, LLC. FOR THE ANNUAL UNIFORM AND FLOOR MAT RENTAL CONTRACT, THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- o. Consider an ordinance authorizing the purchase of two (2) 2022 Pierce Velocity Pumper Trucks from Siddons Martin Emergency Group, LLC, for the Fire Department through the Houston-Galveston Area Council.**

**ORDINANCE NO. 14,958**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE MILLION FIVE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED FIFTY-THREE AND NO/100 DOLLARS (\$1,573,353.00) TO SIDDONS MARTIN EMERGENCY GROUP, LLC, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL, FOR THE PURCHASE OF TWO (2) 2022 PIERCE VELOCITY PUMPER TRUCKS FOR THE FIRE DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- p. Consider an ordinance authorizing the purchase of one (1) Rigaku CQL 1064nm Handheld Raman Chemical Identifier along with Rae Systems Multiraes from FarrWest**

**Environmental Supply Inc., through Houston-Galveston Area Council for the Baytown Fire Department's Hazardous Materials Response Team.**

**ORDINANCE NO. 14,959**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-FIVE THOUSAND THREE HUNDRED FORTY-ONE AND 85/100 DOLLARS (\$65,341.85) TO FARRWEST ENVIRONMENTAL SUPPLY, INC., THROUGH THE HOUSTON-GALVESTON AREA COUNCIL FOR THE PURCHASE OF ONE (1) RIGAKU CQL 1064NM HANDHELD RAMAN CHEMICAL IDENTIFIER ALONG WITH RAE SYSTEMS MULTIRAES FOR THE FIRE DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- q. Consider an ordinance amending Chapter 94 "Traffic and Vehicles," Article VII "Motorized Carts" of the Code of Ordinances, Baytown, Texas, to update the regulations for the use of motorized carts within the city limits.**

**ORDINANCE NO. 14,960**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 94 "TRAFFIC AND VEHICLES," ARTICLE VII "MOTORIZED CARTS," SECTION 94-302 "DEFINITIONS" AND SECTION 94-303 "ELECTRIC AND GASOLINE MOTORIZED-CART-REQUIRED EQUIPMENT," SUBSECTION (A)(9) OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO UPDATE THE "MOTORIZED CARTS" ORDINANCE TO CONFORM WITH STATE LAW; 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.

- r. Consider an ordinance authorizing the purchase of the access control and security camera hardware, and installation services from Network Cabling Services Inc. (NCS) through the Texas Department of Information Resources.**

**ORDINANCE NO. 14,961**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF NINETY-SIX THOUSAND NINE HUNDRED NINETY-NINE AND 93/100 DOLLARS (\$96,999.93) TO NETWORK CABLING SERVICES INC., FOR THE PURCHASE OF ACCESS CONTROL AND SECURITY CAMERA HARDWARE, AND INSTALLATION SERVICES FOR THE NEW ANIMAL SERVICES AND ADOPTION CENTER THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES;

MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- s. **Consider an ordinance authorizing the annual renewal of the software and hardware support, for the IBM/Lenovo servers and storage devices, from Mark III Systems through the Department of Information Services.**

ORDINANCE NO. 14,962

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, AUTHORIZING THE PAYMENT OF SIXTY-ONE THOUSAND FIVE HUNDRED FORTY-SIX AND 41/100 DOLLARS (\$61,546.41) TO MARK III SYSTEMS FOR THE RENEWAL OF HARDWARE AND SOFTWARE SUPPORT FOR THE IBM/LENOVO SERVERS AND STORAGE DEVICES THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- t. **Consider an ordinance authorizing the annual renewal of Tyler Energov software through the Sourcewell Cooperative Contract Program.**

ORDINANCE NO. 14,963

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-FIVE THOUSAND THREE HUNDRED FORTY-ONE AND 48/100 DOLLARS (\$65,341.48) TO TYLER TECHNOLOGIES FOR THE RENEWAL OF TYLER ENERGVO SOFTWARE, THROUGH THE SOURCEWELL COOPERATIVE CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- u. **Consider an ordinance authorizing the annual renewal of Tyler Incode software through the Sourcewell Cooperative Contract Program.**

ORDINANCE NO. 14,964

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SEVENTY-NINE THOUSAND ONE HUNDRED SIXTY-FIVE AND 70/100 DOLLARS (\$79,165.70) TO TYLER TECHNOLOGIES FOR THE RENEWAL OF TYLER INCODE SOFTWARE, THROUGH THE SOURCEWELL COOPERATIVE CONTRACT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- v. **Consider an ordinance authorizing the purchase of network cable installation from Network Cabling Services Inc. (NCS) through the Texas Department of Information Resources.**

ORDINANCE NO. 14,965

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-ONE THOUSAND FIVE HUNDRED TWENTY-FIVE AND 91/100 DOLLARS (\$51,525.91) TO NETWORK CABLING SERVICES INC., FOR THE PURCHASE OF NETWORK CABLE INSTALLATION FOR THE RELOCATION OF THE CITY'S NETWORK RACK AND EQUIPMENT THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- w. Consider a resolution authorizing an advance funding resolution expressing intent to finance expenditures to be incurred for stormwater drainage projects.**

RESOLUTION NO.2761

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING ADVANCE FUNDING AND EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED FOR STORMWATER DRAINAGE PROJECTS; AND AUTHORIZING THE EFFECTIVE DATE THEREOF.

- x. Consider a resolution accepting a petition for the establishment of Bayview Heights Public Improvement District and setting a public hearing regarding the advisability of the proposed improvements.**

RESOLUTION NO.2762

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A PETITION FOR THE ESTABLISHMENT OF THE BAYVIEW HEIGHTS PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING ON THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF BAYTOWN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- y. Consider a resolution casting the City of Baytown's ballot for the election of a person to serve on the Board of Directors of the Harris County Appraisal District.**

RESOLUTION NO.2763

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

**10. MANAGER'S REPORT**

City Manager Davis recognized firefighters Lieutenant Tracy Lindsay, Erin McNeil, Anthony Robledo, and Chris Taylor who rescued abandoned kittens from an attic. They were lost in the rafters and made a great deal of noise. The citizen—unsure who to call—called 911 and the firefighters came out, rescued the kittens, stopped the meowing, and made an 86-year-old citizen very happy. The daughter of that gentleman called in and an article appeared in the Baytown Sun complementing the firefighters. The Mayor commented they could not script a better firefighter story than rescuing kittens out of an attic.

City Manager Davis also recognized Multimedia Specialist Lloyd Lively who was awarded by the Texas Association of Telecommunications Officers and Advisors (TOA). Baytown won first place in the Shoebox Parade video and second in the 2020 Back to the Future State of the City video. Baytown also earned honorable mentions for Stranger Danger in a Digital World, Memorial Day: Tax and Use Tax, and Shoebox Parade. The City Manager further commended Multimedia Specialist Lively.

Mayor Capetillo then took the opportunity to comment that they were able to break ground on their Public Safety Administration Building that day. He stated this much-needed facility for their Police and Fire would put the City of Baytown in the 21<sup>st</sup> century, and they look forward to a ribbon-cutting soon.

**11. ADJOURN**

With there being no further business to discuss, Mayor Capetillo adjourned the November 15, 2021, City Council Special Meeting at 7:42 P.M.

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Angela Jackson, City Clerk  
City of Baytown



## **CITY COUNCIL MEETING**

**2. a.**

**Meeting Date:** 01/13/2022

**Subject:** Swearing-In Ceremony for Chief of Police

**Prepared for:** Rick Davis, City Management

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** Administration

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### **Information**

#### **ITEM**

Swearing-In Ceremony for Chief of Police, John Stringer.

#### **PREFACE**

The Honorable Judge Julie Escalante will administer the oath of office to Chief of Police, John Stringer.

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### **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.

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## **CITY COUNCIL MEETING**

**2. b.**

**Meeting Date:** 01/13/2022

**Subject:** Presentation of Life Saving Award - Officer Bi

**Prepared for:** John Stringer, Police

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** Police

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### **Information**

#### **ITEM**

Presentation of the Life Saving Award to Officer Rouming Bi by the Chief of Police.

#### **PREFACE**

On February 8, 2021, Officer Rouming Bi responded to the Fred Hartman Bridge upon hearing a radio call of a distraught woman who threatened to jump off. Upon arrival, Officer Bi located the female walking on the shoulder towards the highest point and he quickly approached the female in his patrol vehicle. Once closing his distance, he exited his vehicle to immediately grab a hold of her, before she had a chance to harm herself. Officer Bi then transported the female to the hospital where she received the help she needed. His actions likely saved the female from serious bodily injury or death and brought great credit upon himself, the Baytown Police Department, and the Law Enforcement Service.

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### **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.

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## **CITY COUNCIL MEETING**

**2. c.**

**Meeting Date:** 01/13/2022

**Subject:** Recognize the Baytown Engage Civic Academy participants.

**Prepared for:** Jamie Eustace, Library

**Prepared by:** Sabrina Martin, Library

**Department:** Library

---

### **Information**

#### **ITEM**

Recognize the Baytown Engage Civic Academy participants.

#### **PREFACE**

Baytown Civic Academy welcomed 11 participants to be a part of the second cohort of 2021. This cohort has had the opportunity to meet with city employees from a variety of departments and attend several behind-the-scenes tours, including the Fire Training Field, the 911 Center, and Public Works. Seeing their local government in action has been an eye-opening, hands-on way to foster civic engagement and to cultivate trust between citizens and municipal government. The City is excited to offer a third chance to participate in the Civic Academy in the Spring 2022. The program is open to anyone over the age of 18 living or working in Baytown.

---

### **Fiscal Impact**

**Fiscal Year:** 2021  
**Acct Code:** 50111-49022  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** 0  
**Fiscal Impact (Additional Information):**

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## **CITY COUNCIL MEETING**

**2. d.**

**Meeting Date:** 01/13/2022

**Subject:** Texas Recreation and Park Society Regional Awards Winners – Baytown Parks and Recreation

**Prepared for:** Clifford Hatch, Parks and Recreation

**Prepared by:** Clifford Hatch, Parks and Recreation

**Department:** Parks and Recreation

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### **Information**

#### **ITEM**

Presentation of the Texas Recreation and Park Society's (TRAPS) 2021 Lone Star Programming, Photography, Innovation in Parks & Facility Development, and The Park Professional of the Year awards.

#### **PREFACE**

The Baytown Parks and Recreation Department won more Texas Recreation and Parks Society's East Region Awards than any other community. On Thursday, December 9, 2021, The Parks and Recreation Team won the Texas Recreation and Park Society's (TRAPS) 2021 Lone Star Programming, Photography (2), Innovation in Parks & Facility Development, and The Park Professional of the Year awards.

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### **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

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## **CITY COUNCIL MEETING**

**3. a.**

**Meeting Date:** 01/13/2022

**Subject:** Receive the Baytown Police Advisory Committee (BPAC) Quarterly Report

**Prepared for:** John Stringer, Police

**Prepared by:** Karen Horner, Legal

**Department:** Police

---

### **Information**

#### **ITEM**

Receive the Baytown Police Advisory Committee's Quarterly Report to the City Council on its work and progress.

#### **PREFACE**

This item allows the City Council to receive a quarterly report from the Baytown Police Advisory Committee (BPAC). Vice Chairperson Eric Bolenbaucher will present an overview of the work, training and progress the BPAC has achieved in the last quarter.

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## **CITY COUNCIL MEETING**

**4. a.**

**Meeting Date:** 01/13/2022

**Subject:** Presentation and discussion of the 2021 Community Survey

**Prepared for:** Brian Moran, Administration

**Prepared by:** Brian Moran, Administration

**Department:** Administration

---

### **Information**

#### **ITEM**

Present and discuss the results of the 2021 City of Baytown Community Survey.

#### **PREFACE**

The City's 2021 Community Survey administered by ETC Institute measures citizen satisfaction on several critical city services and combines satisfaction and resident priorities to develop an importance-satisfaction matrix. The information provided in the results report allows City leaders to understand better what areas of services the City should focus on for the following year.

The 2021 survey was delivered to randomly selected households during the summer of 2021. ETC received 607 responses that reflect the City's demographic and geographical makeup. The overall results for the sample of 607 homes have a precision of at least +/-4.0% at the 95% confidence level. If the City surveyed all our residents, the results would be very similar, most likely within +/- 4.0% of the results of this survey.

Jason Morado with ETC Institute will present this year's survey results.

---

### **Fiscal Impact**

**Fiscal Year:**

**Acct Code:**

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

**Funds Budgeted Y/N:** N

**Amount Needed:**

**Fiscal Impact (Additional Information):**

No fiscal impact

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## **CITY COUNCIL MEETING**

**5. a.**

**Meeting Date:** 01/13/2022

**Subject:** Consider - First reading of the 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**

Consider the first reading of an ordinance for 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**

Consider the first reading of an ordinance for 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 which was approved by City Council on November 15, 2021. City Council held the public hearings for the annexation of the subject area on November 15, 2021 and December 9, 2021. The second and final reading is expected to occur before City Council on January 27, 2022.

The public hearings were posted on the City of Baytown's notice board on November 4, 2021, and November 22, 2021; published in *The Baytown Sun* on November 4, 2021 and November 23, 2021; and noticed on the City of Baytown's website since October 6, 2021.

The supporting documentation is attached for your review.

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### **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.

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### **Attachments**

Ordinance - Annexation of 34.45 Acres

Exhibit A - Metes and Bounds

Exhibit B - Services Agreement

Vicinity Map

Applicant Petition

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 34.45 ACRES OF LAND, CONSISTING OF THREE (3) PARCELS LOCATED GENERALLY NEAR THE NORTHWEST INTERSECTION OF JOHN MARTIN ROAD AND INTERSTATE 10, SITUATED IN THE TALCOTT PATCHING SURVEY, ABSTRACT NUMBER 620, IN HARRIS COUNTY, TEXAS; WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

\*\*\*\*\*

WHEREAS, there being no request for an "on-site" hearing, two public hearings before the City Council of the City of Baytown, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the property described in Section 2 of this ordinance, were held during the City Council meetings on the 15<sup>th</sup> day of November, 2021, and the 9<sup>th</sup> day of December, 2021, in the City Council Chamber of City Hall of the City of Baytown, Texas; and

WHEREAS, notices of the first and second public hearings were published in a newspaper having general circulation in the City of Baytown, Texas, and in the below-described territories on the 4<sup>th</sup> day of November, 2021, and on the 23<sup>rd</sup> day of November, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's website on the 6<sup>th</sup> day of October, 2021; and

WHEREAS, notice of the first and second public hearings were posted on the City of Baytown's notice board on the 4<sup>th</sup> day of November, 2021, and on the 22<sup>nd</sup> day of November, 2021; and

WHEREAS, each notice posted on the City of Baytown's notice board and website remained posted until the date of the hearing referenced in the notice; and

WHEREAS, the total corporate area of the City of Baytown, Texas, on the 1<sup>st</sup> day of January, 2022, was 44.59 square miles; and

WHEREAS, the population of the City of Baytown, Texas, is approximately 83,701 inhabitants; and

WHEREAS, the below-described property lies within the extraterritorial jurisdiction of the City of Baytown, Texas; and

WHEREAS, the City Council of the City of Baytown finds that completely surrounding such area is in the public interest; NOW THEREFORE,

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and such recitals are hereby approved and made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings by the City Council of the City of Baytown, Texas.

Section 2: That the following described land and territories lying adjacent to and adjoining the City of Baytown are hereby added and annexed to the City of Baytown, Texas, and shall hereinafter be included within the boundary limits of the City of Baytown, Texas, and present boundary limits of such City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits of the City of Baytown, Texas, to-wit:

SEE EXHIBIT "A"

Section 3: The above-described territories and the areas so annexed shall be a part of the City of Baytown, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Baytown, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Baytown and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Baytown, Texas.

Section 4: In accordance with Texas Local Government Code Annotated §43.056, as amended, the service plan prepared by the City for providing municipal services to the annexed areas is hereby approved and is attached hereto as Exhibit "B," and is incorporated herein by this reference for all intents and purposes.

Section 5: This ordinance shall be published and passed in the manner provided in Article 1, Section 9, of the Charter of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 13<sup>th</sup> day of January, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney

INTRODUCED, READ and PASSED on the SECOND AND FINAL READING this the 27<sup>th</sup> day of January, 2022.

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BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

---

TREVOR FANNING, Interim City Attorney

FIELD NOTES OF A 1.00 ACRE TRACT OF LAND SITUATED IN THE TALCOTT PATCHING SURVEY, ABSTRACT NO. 620, HARRIS COUNTY, TEXAS AND BEING THE SAME 1.00 ACRE TRACT DESCRIBED IN DEED TO HUMBLE OIL AND REFINING COMPANY CALLED SECOND TRACT RECORDED IN VOLUME 1525, PAGE 582 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. SAID 1.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 1" IRON PIPE (WITH CAP STAMPED "COTTON SURVEYING") FOUND IN THE NORTHERLY LINE OF INTERSTATE 10 FOR THE SOUTHWEST CORNER OF A 61.74 ACRE TRACT CONVEYED TO RICE TRUST, INC. RECORDED UNDER CLERK'S FILE NO. M-154865 OF THE HARRIS COUNTY DEED RECORDS, BEING THE SOUTHEAST CORNER OF A 32 ACRE TRACT, MORE OR LESS, CONVEYED TO CHARLES H. COX;

**THENCE** NORTH 00°14'47" EAST ALONG THE WEST LINE OF THE 61.47 ACRE TRACT AND THE EAST LINE OF THE 32 ACRE TRACT A DISTANCE OF 239.33 FEET (CALLED 239.30) TO A 1" IRON ROD FOUND FOR THE **SOUTHWEST CORNER** AND **"POINT OF BEGINNING"** OF THE HEREIN DESCRIBED TRACT;

**THENCE** NORTH 89°47'02" EAST (CALLED N 89°47'47" E - 208.77) ALONG THE SOUTH LINE OF THIS TRACT AND AN INTERIOR LINE OF THE 61.74 ACRE TRACT A DISTANCE OF 208.22 FEET TO A 1/2" IRON ROD FOUND FOR THE **SOUTHEAST CORNER**;

**THENCE** NORTH 00°12'58" EAST (CALLED N 00°14'47" W - 208.71) ALONG THE EAST LINE OF THIS TRACT AND AN INTERIOR LINE OF THE 64.71 ACRE TRACT A DISTANCE OF 208.75 FEET TO A 1/2" IRON ROD FOUND FOR THE **NORTHEAST CORNER**;

**THENCE** SOUTH 89°51'34" WEST (CALLED S 89°47'47" W - 208.71) ALONG THE NORTH LINE OF THIS TRACT AND AN INTERIOR LINE OF THE 64.71 ACRE TRACT A DISTANCE OF 208.66 FEET TO A 1" IRON ROD FOUND IN THE EAST LINE OF THE AFOREMENTIONED 32 ACRE TRACT AND AN EXTERIOR CORNER OF THE 64.71 ACRE TRACT FOR THE **NORTHWEST CORNER**;

**THENCE** SOUTH 00°05'45" WEST (CALLED S 00°14'47" W) ALONG THE LINE BETWEEN THIS TRACT AND THE 32 ACRE TRACT A DISTANCE OF 207.45 FEET TO THE **"POINT OF BEGINNING"** AND CONTAINING 1.0 ACRES OF LAND.

  
DARRYL G. HENICKE

JOB NO. 374.5  
JUNE 20, 1994





## FIELD NOTES

FIELD NOTES OF A 1.00 ACRE TRACT OF LAND SITUATED IN THE TALCOTT PATCHING SURVEY, ABSTRACT NO. 620, HARRIS COUNTY, TEXAS AND BEING THE SAME 1.00 ACRE TRACT DESCRIBED IN DEED TO HUMBLE OIL AND REFINING COMPANY CALLED FIRST TRACT RECORDED IN VOLUME 1525, PAGE 582 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. SAID 1.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 1" IRON PIPE (WITH CAP STAMPED "COTTON SURVEYING") FOUND IN THE NORTHERLY LINE OF INTERSTATE 10 FOR THE SOUTHWEST CORNER OF A 61.74 ACRE TRACT CONVEYED TO RICE TRUST, INC. RECORDED UNDER CLERK'S FILE NO. M-154865 OF THE HARRIS COUNTY DEED RECORDS, BEING THE SOUTHEAST CORNER OF A 32 ACRE TRACT, MORE OR LESS, CONVEYED TO CHARLES H. COX;

**THENCE** NORTH 00°14'47" EAST ALONG THE WEST LINE OF THE 61.47 ACRE TRACT, THE WEST LINE OF THE SECOND TRACT RECORDED IN VOLUME 1525, PAGE 582 AND THE EAST LINE OF THE 32 ACRE TRACT A DISTANCE OF 2196.92 FEET TO A 3/4" IRON ROD FOUND FOR THE **SOUTHWEST CORNER** AND "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

**THENCE** NORTH 89°43'08" EAST (CALLED N 89°47'47" E - 208.77) ALONG THE SOUTH LINE OF THIS TRACT AND AN INTERIOR LINE OF THE 61.74 ACRE TRACT A DISTANCE OF 208.22 FEET TO A 1/2" IRON ROD FOUND FOR THE **SOUTHEAST CORNER**;

**THENCE** NORTH 00°19'25" EAST (CALLED N 00°15'00" E - 208.71) ALONG AN INTERIOR LINE OF SAID 64.71 ACRE TRACT A DISTANCE OF 209.12 FEET TO A 3/4" IRON ROD FOUND IN THE SOUTH LINE OF JONES ROAD, A 60 FOOT UNDEVELOPED EASEMENT, FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID 64.71 ACRE TRACT AND THE **NORTHEAST CORNER** OF THE HEREIN DESCRIBED 1.00 ACRE TRACT;

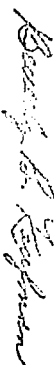
**THENCE** SOUTH 89°37'14" WEST (CALLED S 89°43' E - 208.71) ALONG THE SOUTH LINE OF JONES ROAD, AND THE NORTH LINE OF THIS TRACT A DISTANCE OF 208.77 FEET TO A 2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF THE AFOREMENTIONED 32 ACRE TRACT FOR THE **NORTHWEST CORNER** OF THIS TRACT;

**THENCE** SOUTH 00°16'31" WEST (CALLED S 00°14'47" W - 208.71) ALONG THE LINE BETWEEN THIS TRACT AND THE 32 ACRE TRACT A DISTANCE OF 207.76 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 1.0 ACRES OF LAND.

  
DARRYL G. HENICKE

JOB NO. 374.5A  
JUNE 20, 1994



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

94 SEP 19 AM 11:24

FILED

32.4523 Acres (or 1.413,624 square feet) of land in the Talcot Patching Survey, A-620, Harris County, Texas, and out of Block 15 of Highland Farms Subdivision, plat of said subdivision being recorded in Volume 7, Page 60, Harris County Map Records, and being all of Lots 9, 10, 11 and 12, and parts of Lots 6, 7, 8, 13, 14 and 15, of said Block 15, and being the same land described as "Tract V containing 32.1045 acres" in Substitute Trustee's Deed recorded under Harris County Clerk's File No. K523794 and K543151, said 32.4523 acres of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod found at the northeast corner of Lot 11 and the northeast corner of Block 15, on the south right-of-way line of Jones Road, 60 feet wide, at this point an unimproved road and not open to traffic, from which a found 2" iron pipe with cap bears North 78° 59" East 1.25 feet;

THENCE South 0° 05' 21" West with the east line of Lots 11 and 12 and generally along a barbed wire fence 1266.00 feet to a 1/2" iron rod found for corner at the south-east corner of Lot 12 and the southeast corner of Block 15, on the north right-of-way line of McNair Station Road, an unimproved road and not open to traffic, from which a found 1" iron pipe three feet high bears North 3.80 feet and East 0.90 foot;

THENCE South 88° 37' 52" West with the south line of Lots 12 and 13 and with said north right-of-way line, at 475.48 feet pass a 3/4" iron rod found for reference, and continue a total distance of 536.67 feet to a point for corner at the intersection of said line with the centerline of Goose Creek;

THENCE in a northwesterly direction across Lots 13, 14, 15, 8, 7 and 6, up said creek with the meanders of its centerline, with the following three (3) courses and distances;

1. North 27° 22' 09" West 476.36 feet,
2. North 54° 35' 19" West 1199.98 feet,
- and 3. North 40° 02' 52" West 193.15 feet to a point for corner at its intersection with the north line of Lot 6 and the south right-of-way line of Jones Road;

THENCE North 89° 36' 42" East with the north line of Lots 6, 7, 8, 9, 10 and 11 and with said south right-of-way line, at 58.07 feet pass a 1/2" iron rod found for reference, at 71.44 feet pass a 1 1/4" iron pipe found for reference, and continue a total distance of 1859.80 feet to the PLACE OF BEGINNING.

ANY INSTRUMENT HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW  
THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

NOV 11 1992



*Quita Roddenberry*  
COUNTY CLERK,  
HARRIS COUNTY, TEXAS

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCLOSED PAPER, ETC

113-56-3501

# EXHIBIT "B"

## Services Agreement

STATE OF TEXAS           §  
                                     §  
COUNTY OF HARRIS     §

WHEREAS, Charles H. Cox (the "Owner") owns the property more specifically identified in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes (the "Property"); and

WHEREAS, the Owner has requested annexation of the Property; and

WHEREAS, pursuant to Section 43.0672 of the Texas Local Government Code, the City of Baytown (the "City") and the Owner desire to enter into this Services Agreement (this "Agreement") in order to govern the provision of service to the Property;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Owner (collectively the "Parties") do hereby mutually agree as follows:

1. Services to be provided. The Parties agree that upon annexation, the City will provide the following services, which shall be provided at a comparable level to that provided to other parts of the City with topography, land use, and population density similar to those reasonably contemplated or projected on the Property as of the date hereof:
  - a. Fire. The City, through its Fire Department, will provide fire and emergency medical services to the Property.
  - b. Police. The City, through its Police Department, will provide law enforcement services to the Property.
  - c. Health. The City, through its Health Department, will provide services pertaining to environmental health, neighborhood protection, storm water, and animal control to the Property.
  - d. Planning and Development. The City, through its Planning and Development Services Department, will provide development and building services to the Property, including code enforcement services.
  - e. Utility. The City through, its Public Works, Engineering and Finance Departments, will provide water, sewer, storm sewer, and garbage services to the area. Any infrastructure improvements necessary for the Property to receive these services from the existing City infrastructure shall be the sole responsibility of the Owner. Additionally, any additional infrastructure improvements, necessitated by proposed future development, shall be the sole responsibility of the Owner.

The Parties understand and agree that the City is not required to provide a service that is not included in this Agreement. However, nothing herein shall be construed to preclude the City from providing a service in the future if it chooses to do so.

2. Term. This Agreement shall commence on the date of the annexation of the Property by the City and shall terminate one year after the services referenced in Section 1 have first been provided to the Property.

1 hereof, the Owner shall give written notice of such failure to the City and provide an opportunity for the City to provide such services. The City shall not be in default hereof if the City is diligently prosecuting the work necessary to provide the services. If the breach is not timely cured, the Owner's sole remedy is to seek disannexation. If the property is disannexed, the City shall be relieved of any and all obligations to provide those services specified in Section 1 hereof to the Property.

4. Miscellaneous Provisions.

- (a) Notice. Notices required herein shall be delivered in hand or by registered or certified US mail to the City at the following address:

City of Baytown  
Attn: City Manager  
2401 Market Street  
Baytown, Texas 77520

Notice to the Owner may be addressed to Owner at the address indicated on the most recent Harris County property tax roll for the Property.

- (b) Severability. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, then the remainder of this Agreement shall remain in full force and effect.
- (c) Non-waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- (d) 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.
- (e) Headings. The headings appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.
- (f) Governing Law. This Agreement shall be governed by the laws of the State of Texas and construed in conformity with the provisions of Sections 43.0672 of the Texas Local Government Code. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.
- (g) Venue. Venue for this Agreement shall be in Harris County, Texas.
- (h) Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.
- (i) Complete Agreement. This Agreement contains all the agreements of the Owner and the City relating to the subject matter hereof and is the full and final expression of the agreement between such parties. This Agreement may be amended only by written agreement signed by the Owner and the City.
- (j) Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
- (k) Authority. The Owner covenants that he/she/it has the authority to enter into this Agreement by virtue of being the owner of the Property. Additionally, the officers

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

Entered into this 17<sup>th</sup> day of November, 2020.

CITY OF BAYTOWN

R. Davis

RICHARD L. DAVIS, City Manager

ATTEST:

Angela Jackson  
ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:

Karen L. Horner  
KAREN L. HORNER, City Attorney

OWNER

Charles H. Cox

Charles H. Cox

STATE OF TEXAS §  
COUNTY OF HARRIS §

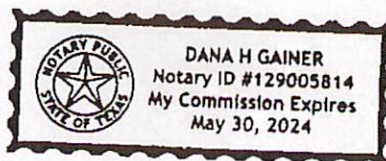
Before me, Charles Cox, the undersigned notary public, on this day personally appeared ,

☐ known to me  
☐ proved to me on the oath of \_\_\_\_\_ or  
☒ proved to me through his/her current Texas Drivers 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 that instrument for the purposes and consideration therein expressed.

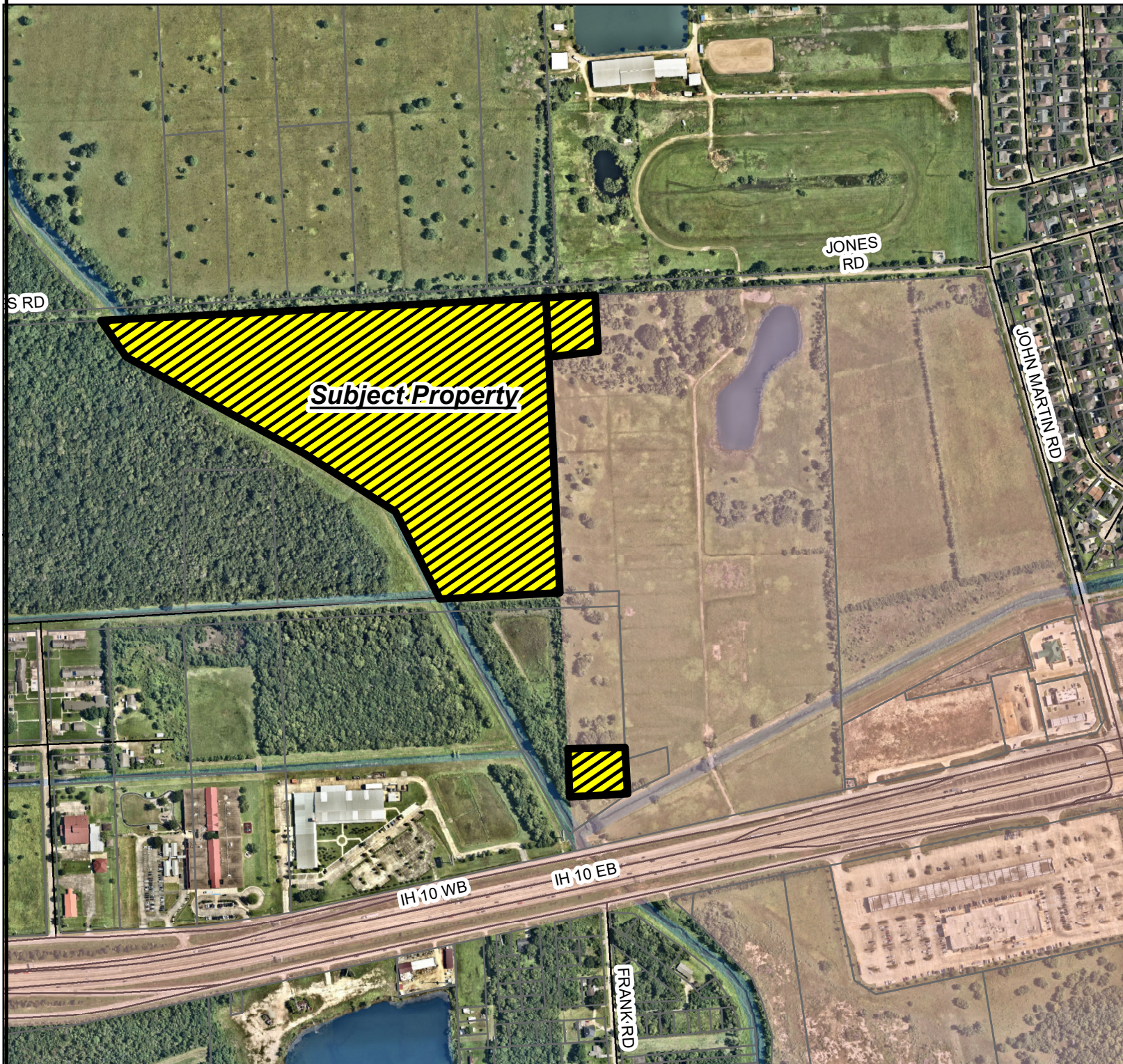
Given under my hand and seal of office this 8<sup>th</sup> day of November, 2020. 2021 shg



Dana H. Gainer

Notary Public, State of Texas





# John Martin and IH 10 Annexation

3715 E IH 10

Annexation Area  
Approx. 34.45 acres

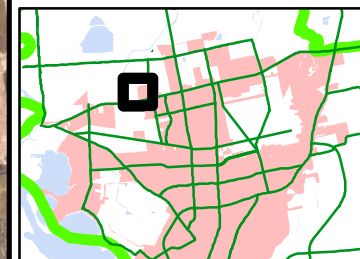
## LEGEND



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 15<sup>th</sup> 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 COUNCIL MEETING

5. b.

**Meeting Date:** 01/13/2022

**Subject:** Consider an ordinance amending the Construction Manager-at-Risk contract for the Public Safety Facility with Durotech, Inc.

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

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

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance authorizing Change Order No. 2, which amends the Construction Manager-at-Risk contract for the Public Safety Facility Project, with Durotech, Inc. to approve the Phase 1B Guaranteed Maximum Price.

#### **PREFACE**

This proposed ordinance authorizes Change Order No. 2, which amends a Construction Manager-at-Risk ("CMAR") contract for the Public Safety Facility Project (the "Project") with Durotech, Inc., (the "Contractor") and includes and authorizes the Phase 1B Guaranteed Maximum Price, including the CMAR fee in the amount of \$13,594,937.00.

CMAR is the alternative delivery methodology chosen for this project. The CMAR delivery method incorporates the construction contractor into the final stages of the ongoing design process to draw upon the knowledge and experience, cost estimating and design guidance to assist in producing the most cost-effective design, construction methodology and accelerated schedule for the project. Together with the designer and city staff team, the Contractor, as the CMAR, joins the project delivery team to provide insight and ultimately the construction of the project as a whole.

City Council approved the Construction Manager at Risk Contract for the Public Safety Facility project on January 28, 2021, via Ordinance No. 14,654. City Council approved Change Order 1 for Phase 1A on October 28, 2021, via Ordinance No. 14,918. The Project design consultant has completed design of the improvements, and the project team composed of the City staff, the design consultant and the CMAR have undergone several pricing and scoping exercises, and formal bidding of Phase 1B as part of the Pre-Construction services to arrive at this point, with Phase 1B scope and costs ready for approval. The work included in Change Order No. 2 includes the erection of all metal buildings including the Vehicle Maintenance Building (Building T), and four metal storage buildings (Buildings U, V, W and X), all Phase 1 concrete, building mechanical and HVAC, Phase 1 natural gas generator, electrical and plumbing, exterior improvements including fencing and gates. Also included are the Phase 2 Administration building generators, which are susceptible to volatile market price increases and the CMAR Fee of 2.3% which is \$285,731 for this portion of the work.

Change Order No. 2 for the Public Safety Facility Phase 1B improvements is an amount not to exceed \$13,594,937.00. The duration for this work is 213 days or seven (7) months. The contract includes the

return of any unused funds remaining in the Phase 1 GMP upon completion of the phase to the project.

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<u>Fiscal Impact</u>	
<u>Fiscal Year:</u>	2022
<u>Acct Code:</u>	35106-85012-FA1901-85012
<u>Source of Funds (Operating/Capital/Bonds):</u>	Capital
<u>Funds Budgeted Y/N:</u>	Y
<u>Amount Needed:</u>	\$13,594,937.00
<u>Fiscal Impact (Additional Information):</u>	

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<u>Attachments</u>
Ordinance - Change Order No. 2
Exhibit A - Change Order No. 2
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 2, WHICH AMENDS THE CONSTRUCTION MANAGER-AT-RISK CONTRACT FOR THE PUBLIC SAFETY FACILITY PROJECT WITH DUROTECH, INC., IN AN AMOUNT NOT TO EXCEED THIRTEEN MILLION FIVE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$13,594,937.00); 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. 2, which amends the Construction Manager-at-Risk Contract for the Public Safety Facility Project with Durotech, Inc., in an amount not to exceed THIRTEEN MILLION FIVE HUNDRED NINETY-FOUR THOUSAND NINE HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$13,594,937.00). 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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney



## CHANGE ORDER

For Public Safety Campus: Phase 1B

**Date of Issuance:** 12/21/2021  
**Contractor:** Durotech Inc.  
**Designer:** BVG4 Architecture

**Change Order No.:** 2  
**CoB Project No.:** FA1901  
**P.O. No.:** 2103500

**Explanation:**

This change order encompasses the following:

The Guaranteed Maximum Price (GMP) for the construction of the Baytown Public Safety – Phase 1B: Vehicle Service Center in the amount of \$13,594,937.00 and a duration of seven (7) months. These costs include General Conditions, Bonds & Insurance; General Site Requirements; Existing Conditions, Construction of Pre-Fabricated Metal Buildings (Vehicle Maintenance Building, Special Equipment Storage Buildings, Vehicle Impound Processing Bay), Foundations, Paving, Final Grading, Masonry, Interior Finishes, Fire Protection Systems, HVAC, Electrical, Plumbing, Fencing and Landscaping; and the Construction Manager at Risk Fee of 2.3%. Included in this Change Order are three (3) Cummins Generators for Phase 2 since these are long lead items with volatile pricing.

<b><u>Description of Work</u></b>	<b><u>Cost</u></b>	<b><u>Time</u></b>
1 General Conditions, Bonds & Insurance	\$644,572.00	
2 General Site Requirements	\$557,942.00	
3 Concrete (Building Foundation and Site Paving)	\$2,200,568.00	
4 Masonry	\$250,000.00	
5 Metals (Structural Steel, Rails, and Panels)	\$387,651.00	
6 Woods (Rough Carpentry and Millwork)	\$66,654.00	
7 Thermal and Moisture Protection	\$339,394.00	
8 Openings (Doors and Glazing)	\$838,769.00	
9 Finishes (Gypsum Board, Tiling, Resilient Flooring)	\$379,862.00	
10 Specialties (Signage, Toilet Accessories, Protective Covers)	\$102,047.00	
11 Equipment (Appliances)	\$1,496.00	
12 Furnishings (Window Shades and Floor Mats)	\$10,060.00	
13 Special Constructions (Metal Building Erection)	\$666,643.00	
14 Fire Suppression Systems	\$105,000.00	
15 Plumbing	\$595,620.00	
16 HVAC	\$1,066,500.00	
17 Electrical	\$2,665,066.00	
18 Communications (Structured Cabling and AV System)	\$108,031.00	
19 Electronic Safety and Security	\$268,635.00	
20 Earthwork	\$153,401.00	
21 Exterior Improvements (Fences, Gates, Irrigation, Landscaping)	\$999,544.00	
22 Utilities	\$15,625.00	
23 Construction Manager At Risk Fee 2.3% (Phase 1A)	\$285,731.00	
24 Phase 2 Generators By Cummins	\$886,126.00	
	<b>\$13,594,937.00</b>	<b>213 Days</b>

(Change Order Continues on Next Page)

The additional scope of work and the schedule associated with the same, are attached hereto as Exhibit "A" dated December 17, 2021 and incorporated herein for all intents and purposes.

**Cost & Time Change Summary**

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ 89,000.00	Days
Previous Change Order(s):	\$ 4,905,614.00	152 Days
Contract prior to this change order:	\$ 4,994,614.00	Days
Net increase (decrease) from this change order	\$ 13,594,937.00	213 Days
<b>Revised Contract:</b>	<b>\$ 18,589,551.00</b>	<b>365 Days</b>

Finance Approval: \_\_\_\_\_ Date: \_\_\_\_\_

RECOMMENDED:

RECOMMENDED:

By: [Signature] Date: 1-3-2022  
Design Architect

[Signature] By: [Signature] Date: 01/04/2022  
Director of Public Works & Engineering

ACCEPTED\*:

APPROVED:

By: [Signature] Date: 1-3-2022  
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.

Date: December 17, 2021

Ms. Andrea Brinkley  
Assistant Director – Capital Projects  
City of Baytown - Public Works & Engineering  
2123 Market Street  
Baytown, TX 77522

Re: Guaranteed Maximum Price for Baytown Public Safety – Phase 1B – Vehicle Service Center

Dear Ms. Brinkley:

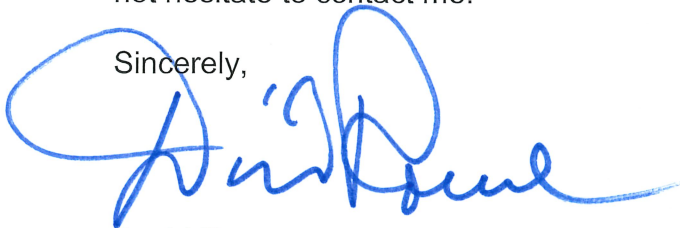
We wish to inform you that after several months of working together with City of Baytown and BVG4 Architecture LLC on this important facility, we have formally advertised and solicited proposals for the development of the GMP for the Phase 1B – Vehicle Service Center project. Over 200 proposals were received on November 23rd, 2021. After careful review and compilation of these proposals, Durotech, Inc. is pleased to present a Guaranteed Maximum Price for the construction of the Baytown Public Safety – Phase 1B – Vehicle Service Center of **\$13,594,937.00**

It is our recommendation that we ask City of Baytown Council to approve the Guaranteed Maximum Price of **\$13,594,937.00** and to execute the GMP Amendment No. 2 between City of Baytown and Durotech, Inc.

We are excited about the potential of entering into the construction phase of this project and want to thank you and your team, BVG4 Architecture and their consultants for a very successful pre-construction phase. Durotech is committed to City of Baytown in the successful delivery of the New Vehicle Service Center project.

Thank you and City of Baytown for selecting Durotech as its building partner. It is our goal to meet and exceed your expectations. Should you have any questions please do not hesitate to contact me.

Sincerely,



David Rowe  
CEO





## **GMP SUMMARY**

**Project:** Baytown Public Safety – Phase 1B – Vehicle Service Center

**Location:** 3200 N Main St., Baytown, TX 77522

**Owner:** City of Baytown

### **GMP Proposal Package:**

The GMP proposal package consists of the following items:

1. Exhibit A – GMP Top Sheet – dated 17 December 2021
2. Exhibit B – Project Manual – dated 18 June 2021 (Reissued for bid – 15 October 2021)
3. Exhibit C – List of Drawings – dated 18 June 2021 (Reissued for bid – 15 October 2021)
4. Exhibit D – List of Addenda
5. Exhibit E – Qualifications & Assumptions
6. Exhibit F – Allowance Schedule
7. Exhibit G – Self Performed Work Items
8. Exhibit H – Unit Prices
9. Exhibit I – Cost Saving Items

### **Scope of Work:**

- A] The Project: The Project consists of the following:
- 1] Construction of 779 SF prefabricated Detailed Covered Area, Building “S”.
  - 2] Construction of 28,798 SF of air-conditioned, hurricane resistant prefabricated steel Vehicle Maintenance Building “T” and 5,192 SF of non-conditioned space.
  - 3] Construction of 975 SF of air-conditioned, hurricane resistant prefabricated steel Vehicle Storage Building “U” and 7,373 of non-conditioned space.
  - 4] Construction of 557 SF of air-conditioned, hurricane resistant prefabricated steel Vehicle Storage Building “V” and 2, 595 SF of non-conditioned space.
  - 5] Construction of 804 SF prefabricated steel Impound Covered Area Building “W”.
  - 6] Construction of 720 SF of air-conditioned, prefabricated Impound Vehicle Building “X”, with 2,560 of covered parking.
  - 7] Balance of Associated Site Work including Paving, Sidewalks, and Foundations
  - 8] Final Grading and Spread & Grade Spoils
  - 9] All Masonry Work
  - 10] Windstorm Inspections and Field Engineering
  - 16] All Rough Carpentry, Millwork and Solid Surfaces
  - 11] All Thermal & Moisture Protection
  - 12] All Openings and Doors
  - 13] All Interior Finishes
  - 14] All Fire Protection Systems
  - 15] All Plumbing Work
  - 16] All HVAC Systems



- 17] All Electrical Work, including Site Electrical Work and Cummins Generator
- 18] All Fences and Gates
- 19] All Concrete Screen Walls
- 20] All Landscaping and Irrigation

B] Included in this Phase 1B proposal are the Cummins Generators (3) for Phase 2. These generators are long lead items with volatile pricing which must be secured.





<div><div>DUROTECH</div><div>BUILDERS OF INTEGRITY</div></div>		PROJECT:	Baytown Public Safety - Phase 1B			
		LOCATION:	3200 North Main St., Baytown, TX 77521			
		OWNER:	City of Baytown			
		ARCHITECT:	BVG4 Architecture			
		DATE:	12/17/2021			
BAYTOWN PUBLIC SAFETY - PHASE 1B						
SECTION	DESCRIPTION	PHASE 1B				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
DIV 00	GENERAL CONDITIONS					
01 10 00	SUPERVISION	223,344	-	-	223,344	
01 15 00	TEMPORARY/GENERAL CONDITIONS	6,062	112,266	-	118,328	
01 19 40	ADVERTISEMENTS	-	-	630	630	
01 20 00	EQUIPMENT	-	7,375	-	7,375	
01 42 20	AGC FEES	-	-	14,604	14,604	
01 42 25	BUILDER'S RISK INSURANCE	-	-	82,547	82,547	
01 42 30	GL INSURANCE	-	-	98,493	98,493	
01 42 40	PAYMENT & PERFORMANCE BOND	-	-	99,251	99,251	
	SUB TOTAL - DIV 00 GENERAL CONDITIONS	229,406	119,641	295,526	644,572	
DIV 01	GENERAL REQUIREMENTS					
01 21 00	QUANTITY ALLOWANCE	-	-	0	0	NONE
01 21 05	CONSTRUCTION CONTINGENCY ALLOWANCE	-	-	300,000	300,000	
01 21 15	SITE ELECTRICAL CONDUIT ALLOWANCE	-	-	0	0	IN PHASE 1A
01 21 20	COURTS DRAINAGE ALLOWANCE	-	-	0	0	IN PHASE 1A
01 21 21	PHASE 1B: BREAKROOM LOCKERS & APPLIANCES	-	-	0	0	BY OWNER
01 21 22	PHASE 1B: VEHICLE LIFTS & FLUID DISTRIBUTION	-	-	0	0	BY OWNER
01 21 23	PHASE 1B: SHOP EQUIPMENT	-	-	0	0	BY OWNER
01 21 24	PHASE 1B: MAINTENANCE EQUIPMENT	-	-	0	0	BY OWNER
01 21 25	PHASE 1B: BUILDING 'U' WORKROOM EQUIPMENT	-	-	0	0	BY OWNER
01 21 26	PHASE 1B: BUILDING 'X' RELOCATION OF LIFT	-	-	0	0	BY OWNER
01 21 27	PHASE 2: HIGH DENSITY STORAGE SHELVING	-	-	0	0	BY OWNER
01 21 28	PHASE 2: CRIME SCENE LAB EQUIPMENT	-	-	0	0	BY OWNER
01 21 29	PHASE 2: FITNESS EQUIPMENT & WRESTLING MATS	-	-	0	0	BY OWNER
01 21 30	PHASE 2: BRK ROOM/KITCHEN/ FA KITCHEN APPLIANCES	-	-	0	0	BY OWNER
01 21 31	PHASE 2: SWAT ARMORY STORAGE CABINETS	-	-	0	0	BY OWNER
01 21 32	PHASE 2: FARADAY ROOM ALLOWANCE	-	-	0	0	BY OWNER
01 21 33	PHASE 2: POLICE & FIRE DEPT SHIELDS/MONUMENT SIGN	-	-	0	0	ALLOWANCE
01 21 34	PHASE 3: BUILDING D RENOVATIONS	-	-	0	0	ALLOWANCE
01 21 35	EXISTING SOIL CONDITIONS ALLOWANCE	-	-	0	0	ALLOWANCE
01 43 39	MOCKUP PANEL	-	-	7,500	7,500	
01 45 33	WINDSTORM INSPECTIONS	-	-	17,000	17,000	
01 51 13	TEMPORARY POWER	-	-	3,250	3,250	
01 51 19	EQUIPMENT FUEL & FUEL TANK	-	-	1,674	1,674	
01 51 36	TEMPORARY WATER	-	-	2,025	2,025	
01 53 70	QMS/SAFETY	-	-	40,668	40,668	
01 54 16	MATERIAL HANDLING & HOISTING	-	-	52,612	52,612	
01 54 23	TEMPORARY SCAFFOLDING	-	-	11,922	11,922	
01 55 23	TEMPORARY ROADS	-	-	0	0	IN PHASE 1A
01 55 26	TRAFFIC CONTROL	-	-	0	0	IN PHASE 1A
01 56 26	TEMPORARY FENCING	-	-	0	0	IN PHASE 1A
01 56 39	TEMPORARY TREE & PLANT PROTECTION	-	-	0	0	IN PHASE 1A
01 57 00	EROSION & SEDIMENT CONTROL	2,850	2,000	-	4,850	
01 58 00	TEMPORARY PROJECT SIGNAGE	-	-	0	0	IN PHASE 1A
01 64 00	OFCI ITEMS	1,625	-	-	1,625	
01 71 23	FIELD ENGINEERING & LAYOUT	36,080	7,075	-	43,155	
01 74 16	SITE MAINTENANCE/CLEAN STREETS	1,543	3,520	-	5,063	

## EXHIBIT 'A'

SECTION	DESCRIPTION	PHASE 1B				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
01 74 19	CONSTRUCTION WASTE MANAGEMENT	-	-	9,743	9,743	
01 74 23	FINAL CLEANING	-	-	12,855	12,855	
01 91 00	COMMISSIONING	44,000	-	-	44,000	
	<b>SUB TOTAL - DIV 01 GENERAL REQUIREMENTS</b>	<b>86,098</b>	<b>12,595</b>	<b>459,249</b>	<b>557,942</b>	
<b>DIV 02</b>	<b>EXISTING CONDITIONS</b>					
02 21 00	SURVEYS	-	-	0	0	IN PHASE 1A
02 41 13	SITE DEMOLITION	-	-	0	0	IN PHASE 1A
02 61 00	REMOVAL & DISPOSAL OF CONTAMINATED SOILS	-	-	0	0	IN PHASE 2 & 3
02 65 00	UNDERGROUND STORAGE TANK REMOVAL	-	-	0	0	IN PHASE 2 & 3
02 65 10	PLUG & ABANDON WATER WELL & MONITORING WELLS	-	-	0	0	IN PHASE 2 & 3
02 70 00	PUMP & DEWATER	-	-	0	0	IN PHASE 1A
	<b>SUB TOTAL - DIV 02 EXISTING CONDITIONS</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>0</b>	
<b>DIV 03</b>	<b>CONCRETE</b>					
03 20 00	CONCRETE REINFORCING	-	-	0	0	IN 03 30 00
03 30 00	SITE & BUILDING CONCRETE	-	-	2,149,346	2,149,346	
03 35 10	CONCRETE FLOOR SEALER	-	-	33,030	33,030	
03 35 43	POLISHED CONCRETE	-	-	18,192	18,192	
03 40 50	CONCRETE TILT UP PANELS	-	-	0	0	IN PHASE 2 & 3
03 40 55	CONCRETE TILT UP PANELS ERECTION	-	-	0	0	IN PHASE 2 & 3
03 40 60	CONCRETE TILT UP PANELS ACCESSORIES	-	-	0	0	IN PHASE 2 & 3
	<b>SUB TOTAL - DIV 03 CONCRETE</b>	<b>-</b>	<b>-</b>	<b>2,200,568</b>	<b>2,200,568</b>	
<b>DIV 04</b>	<b>MASONRY</b>					
04 05 19	MASONRY REBAR	-	-	0	0	IN 04 05 19
04 20 00	MASONRY	-	-	250,000	250,000	
	<b>SUB TOTAL - DIV 04 MASONRY</b>	<b>-</b>	<b>-</b>	<b>250,000</b>	<b>250,000</b>	
<b>DIV 05</b>	<b>METALS</b>					
05 12 00	STRUCTURAL STEEL FRAMING	-	-	227,952	227,952	
05 12 50	STRUCTURAL STEEL ERECTION	-	-	0	0	IN 13 34 20
05 37 00	PREPARE EXPOSED STEEL STRUCTURE	22,435	22,435	-	44,870	
05 50 00	MISCELLANEOUS STEEL	53,658	4,400	-	58,058	
05 50 10	TIMBER MATS	14,809	16,750	-	31,559	
05 50 20	SAFETY RAILS	1,928	1,354	-	3,282	
05 53 00	METAL GRATINGS	713	5,235	-	5,948	
05 55 00	METAL NOSINGS	-	-	0	0	IN PHASE 2 & 3
05 58 05	DOWNSPOUT BOOTS	4,916	11,066	-	15,982	
05 73 00	DECORATIVE METAL RAILINGS	-	-	0	0	IN PHASE 2 & 3
05 75 10	PERFORATED METAL PANELS	-	-	0	0	IN PHASE 2 & 3
	<b>SUB TOTAL - DIV 05 METALS</b>	<b>98,459</b>	<b>61,240</b>	<b>227,952</b>	<b>387,651</b>	
<b>DIV 06</b>	<b>WOOD, PLASTICS, AND COMPOSITES</b>					
06 10 00	ROUGH CARPENTRY	9,931	24,970	-	34,901	
06 22 00	MILLWORK	-	-	31,753	31,753	
06 61 16	SOLID SURFACING FABRICATIONS	-	-	0	0	IN 06 22 00
06 64 00	PLASTIC PANELING	-	-	0	0	IN PHASE 2 & 3
	<b>SUB TOTAL - DIV 06 WOOD, PLASTICS &amp; COMPOSITES</b>	<b>9,931</b>	<b>24,970</b>	<b>31,753</b>	<b>66,654</b>	
<b>DIV 07</b>	<b>THERMAL AND MOISTURE PROTECTION</b>					
07 11 00	DAMPPROOFING	-	-	76,251	76,251	
07 18 00	TRAFFIC COATINGS	-	-	0	0	IN PHASE 2 & 3
07 19 00	WATER REPELLENTS	-	-	0	0	IN PHASE 2 & 3
07 21 00	THERMAL INSULATION	-	-	127,803	127,803	
07 41 00	METAL ROOF INSULATION & UNDERLAYMENT	-	-	96,670	96,670	
07 42 00	METAL WALL PANELS	-	-	0	0	IN PHASE 2 & 3

## EXHIBIT 'A'

SECTION	DESCRIPTION	PHASE 1B				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
07 52 00	MODIFIED BITUMINOUS MEMBRANE ROOFING	-	-	0	0	IN PHASE 2 & 3
07 72 00	ROOF ACCESSORIES	-	-	0	0	IN PHASE 2 & 3
07 81 00	APPLIED FIREPROOFING	-	-	0	0	IN PHASE 2 & 3
07 84 00	FIRESTOPPING	-	-	10,234	10,234	
07 92 00	JOINT SEALANTS	-	-	28,436	28,436	
07 95 00	EXPANSION CONTROL	-	-	0	0	IN PHASE 2 & 3
	<b>SUB TOTAL - DIV 07 THERMAL &amp; MOISTURE PROTECTION</b>	-	-	<b>339,394</b>	<b>339,394</b>	
<b>DIV 08</b>	<b>OPENINGS</b>					
08 08 00	DOOR & HARDWARE INSTALLATION	15,642	-	-	15,642	
08 11 00	METAL DOORS & FRAMES	11,012	146,000	-	157,012	
08 14 23	PLASTIC LAMINATE FACED WOOD DOORS	-	-	0	0	IN PHASE 2 & 3
08 31 00	ACCESS DOORS AND PANELS	428	600	-	1,028	
08 33 00	COILING DOORS & GRILLES	-	-	464,955	464,955	
08 42 29	SLIDING AUTOMATIC ENTRANCES	-	-	0	0	IN PHASE 2 & 3
08 45 00	INSULATED TRANSLUCENT WALL PANELS	-	-	94,140	94,140	
08 56 53	SECURITY WINDOWS	-	-	0	0	IN PHASE 2 & 3
08 62 23	TUBULAR DAYLIGHTING DEVICES	-	-	0	0	IN PHASE 2 & 3
08 71 00	DOOR HARDWARE	3,206	-	-	3,206	
08 80 00	GLAZING	-	-	73,860	73,860	
08 80 10	TEMPORARY ENCLOSURES	5,274	3,700	-	8,974	
08 80 15	CLEAN GLASS	1,389	975	-	2,364	
08 91 00	LOUVERS	2,138	15,450	-	17,588	
	<b>SUB TOTAL - DIV 08 OPENINGS</b>	<b>39,089</b>	<b>166,725</b>	<b>632,955</b>	<b>838,769</b>	
<b>DIV 09</b>	<b>FINISHES</b>	-	-	-	-	
09 24 00	CEMENT PLASTERING	-	-	0	0	IN PHASE 2 & 3
09 29 00	GYPSUM BOARD	-	-	186,306	186,306	
09 30 00	TILING	-	-	25,723	25,723	
09 51 00	ACOUSTICAL CEILINGS	-	-	9,336	9,336	
09 60 00	FLOOR PREPARATION	10,595	4,957	-	15,552	
09 60 10	FLOOR PROTECTION	3,532	2,478	-	6,010	
09 65 00	RESILIENT FLOORING	-	-	5,278	5,278	
09 65 66	RESILIENT ATHLETIC FLOORING	-	-	0	0	IN PHASE 2 & 3
09 66 00	TERRAZZO FLOORING	-	-	0	0	IN PHASE 2 & 3
09 67 00	FLUID-APPLIED FLOORING	-	-	8,750	8,750	
09 68 00	CARPETING	-	-	0	0	IN PHASE 2 & 3
09 69 00	ACCESS FLOORING	-	-	0	0	IN PHASE 2 & 3
09 72 00	WALL COVERING	-	-	0	0	IN PHASE 2 & 3
09 77 00	SPECIAL WALL SURFACING	-	-	0	0	IN PHASE 2 & 3
09 84 00	ACOUSTIC WALL PANELS	-	-	0	0	IN PHASE 2 & 3
09 90 00	PAINTING & COATING	-	-	122,907	122,907	
09 93 33	SILICATE MINERAL STAINS	-	-	0	0	NONE
	<b>SUB TOTAL - DIV 09 FINISHES</b>	<b>14,127</b>	<b>7,435</b>	<b>358,300</b>	<b>379,862</b>	
<b>DIV 10</b>	<b>SPECIALTIES</b>					
10 11 00	VISUAL DISPLAY UNITS	-	-	0	0	IN PHASE 2 & 3
10 14 00	SIGNAGE	-	-	25,000	25,000	ALLOWANCE
10 14 26	POST & PANEL/PYLON SIGNAGE	-	-	0	0	IN PHASE 2 & 3
10 21 13	TOILET COMPARTMENTS	-	-	0	0	IN PHASE 2 & 3
10 22 39	FOLDING PANEL PARTITIONS	-	-	0	0	IN PHASE 2 & 3
10 26 00	WALL & DOOR PROTECTION	-	-	0	0	IN PHASE 2 & 3
10 28 13	TOILET ACCESSORIES	-	-	9,695	9,695	
10 44 00	FIRE PROTECTION SPECIALTIES	-	-	1,887	1,887	
10 44 15	KNOX BOX	-	-	0	0	IN PHASE 2 & 3
10 51 13	METAL LOCKERS	-	-	0	0	BY OWNER
10 73 00	PROTECTIVE COVERS	-	-	65,465	65,465	
10 75 00	FLAGPOLES	-	-	0	0	IN PHASE 2 & 3

## EXHIBIT 'A'

SECTION	DESCRIPTION	PHASE 1B				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
	<b>SUB TOTAL - DIV 10 SPECIALTIES</b>	-	-	102,047	102,047	
<b>DIV 11</b>	<b>EQUIPMENT</b>	-	-	-	-	
11 12 00	PARKING CONTROL EQUIPMENT	-	-	0	0	IN PHASE 2 & 3
11 31 00	RESIDENTIAL APPLIANCES	1,496	-	-	1,496	
11 52 00	AUDIO-VISUAL EQUIPMENT	-	-	0	0	IN PHASE 2 & 3
11 53 00	LABORATORY EQUIPMENT	-	-	0	0	NONE
11 53 13	LABORATORY FUME HOODS	-	-	0	0	NONE
	<b>SUB TOTAL - DIV 11 EQUIPMENT</b>	1,496	-	0	1,496	
<b>DIV 12</b>	<b>FURNISHINGS</b>					
12 24 00	WINDOW SHADES	-	-	6,879	6,879	
12 36 61	SIMULATED STONE COUNTERTOPS	-	-	0	0	IN 06 22 00
12 48 13	ENTRANCE FLOOR MATS	-	-	3,181	3,181	
12 93 00	SITE FURNISHINGS	-	-	0	0	IN PHASE 2 & 3
12 93 13	BICYCLE RACKS	-	-	0	0	IN PHASE 2 & 3
	<b>SUB TOTAL - DIV 12 FURNISHINGS</b>	-	-	10,060	10,060	
<b>DIV 13</b>	<b>SPECIAL CONSTRUCTION</b>					
13 34 19	METAL BUILDING SYSTEMS	-	-	0	0	IN PHASE 1A
13 34 20	METAL BUILDING ERECTION	-	-	666,643	666,643	
	<b>SUB TOTAL - DIV 13 SPECIAL CONSTRUCTION</b>	-	-	666,643	666,643	
<b>DIV 14</b>	<b>CONVEYING EQUIPMENT</b>					
14 21 00	ELECTRIC TRACTION ELEVATORS	-	-	0	0	IN PHASE 2 & 3
	<b>SUB TOTAL - DIV 14 CONVEYING EQUIPMENT</b>	-	-	0	0	
<b>DIV 21</b>	<b>FIRE SUPPRESSION</b>					
21 10 00	FIRE SUPPRESSION SYSTEMS	-	-	105,000	105,000	
	<b>SUB TOTAL - DIV 21 FIRE SUPPRESSION</b>	-	-	105,000	105,000	
<b>DIV 22</b>	<b>PLUMBING</b>					
22 00 00	PLUMBING	-	-	595,620	595,620	
	<b>SUB TOTAL - DIV 22 PLUMBING</b>	-	-	595,620	595,620	
<b>DIV 23</b>	<b>HVAC</b>					
23 00 00	HVAC	-	-	1,055,000	1,055,000	
23 00 10	HVAC FILTER CHANGES	-	-	2,500	2,500	
23 05 00	MEP COORDINATION	-	-	9,000	9,000	
	<b>SUB TOTAL - DIV 23 HVAC</b>	-	-	1,066,500	1,066,500	
<b>DIV 26</b>	<b>ELECTRICAL</b>					
26 00 00	ELECTRICAL	-	-	2,629,498	2,629,498	INCLUDES CUMMINS GENERATOR
26 00 05	ROUGH IN/BACK BOXES - LOW VOLTAGE	-	-	15,000	15,000	
26 00 10	PERMANENT POWER START UP	-	-	20,568	20,568	
26 41 00	LIGHTNING PROTECTION	-	-	0	0	IN 26 00 00
	<b>SUB TOTAL - DIV 26 ELECTRICAL</b>	-	-	2,665,066	2,665,066	
<b>DIV 27</b>	<b>COMMUNICATIONS</b>					
27 10 00	STRUCTURED CABLING	-	-	105,875	105,875	
27 41 16	INTEGRATED AUDIO-VIDEO SYSTEMS & EQUIPMENT	-	-	2,156	2,156	
27 53 19	DISTRIBUTED ANTENNA SYSTEM (DAS)	-	-	0	0	NONE IN PHASE 1
	<b>SUB TOTAL - DIV 27 COMMUNICATIONS</b>	-	-	108,031	108,031	
<b>DIV 28</b>	<b>ELECTRONIC SAFETY &amp; SECURITY</b>					
28 13 00	ACCESS CONTROL SYSTEM	-	-	232,500	232,500	

## EXHIBIT 'A'

SECTION	DESCRIPTION	PHASE 1B				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
28 16 00	INTRUSION DETECTION SYSTEM	-	-	0	0	NONE
28 23 00	VIDEO SURVEILLANCE SYSTEM	-	-	0	0	IN 28 13 00
28 31 00	FIRE DETECTION & ALARM SYSTEM	-	-	36,135	36,135	
	<b>SUB TOTAL - DIV 28 ELECTRONIC SAFETY &amp; SECURITY</b>	-	-	<b>268,635</b>	<b>268,635</b>	
<b>DIV 31</b>	<b>EARTHWORK</b>					
31 20 00	EARTHWORK	-	-	0	0	IN PHASE 1A
31 22 16	FINAL GRADING	37,285	13,082	-	50,367	
31 23 10	SPREAD & GRADE SPOILS	58,078	40,756	-	98,834	
31 31 00	SOIL TREATMENT	-	-	4,200	4,200	
31 63 29	DRILLED CONCRETE PIERS & SHAFTS	-	-	0	0	IN 03 30 00
	<b>SUB TOTAL - DIV 31 EARTHWORK</b>	<b>95,363</b>	<b>53,838</b>	<b>4,200</b>	<b>153,401</b>	
<b>DIV 32</b>	<b>EXTERIOR IMPROVEMENTS</b>	-	-	-	-	
32 01 11	CLEAN PAVING & SIDEWALKS	22,834	-	-	22,834	
32 12 16	ASPHALT PAVING	-	-	0	0	IN PHASE 1A
32 13 73	CONCRETE PAVING JOINT SEALANTS	13,776	9,667	-	23,443	
32 13 75	REMOVE STRIP/CLEAN PAVING JOINTS	20,204	-	-	20,204	
32 14 00	UNIT PAVING	-	-	0	0	IN PHASE 2 & 3
32 16 15	BACKFILL CURBS	11,623	-	-	11,623	
32 17 23	PAVEMENT MARKINGS	-	-	21,421	21,421	
32 31 00	FENCES & GATES	-	-	273,475	273,475	
32 31 15	CONCRETE SCREEN WALLS & FENCES	-	-	113,775	113,775	
32 80 00	IRRIGATION	-	-	152,068	152,068	
32 80 10	IRRIGATION SLEEVES	6,189	5,103	-	11,292	
32 90 00	LANDSCAPING	-	-	257,837	257,837	
32 90 05	CRUSHED GRANITE	-	-	67,572	67,572	
32 90 10	AERATING FOUNTAIN	-	-	0	0	NONE
32 92 00	HYDROMULCH & SOD	-	-	0	0	IN 32 90 00
32 95 00	LANDSCAPE MAINTENANCE	-	-	24,000	24,000	
	<b>SUB TOTAL - DIV 32 EXTERIOR IMPROVEMENTS</b>	<b>74,626</b>	<b>14,770</b>	<b>910,148</b>	<b>999,544</b>	
<b>DIV 33</b>	<b>UTILITIES</b>					
33 00 00	SITE UTILITIES	-	-	0	0	IN PHASE 1A
35 00 00	PUNCH LIST	13,683	1,942	-	15,625	
	<b>SUB TOTAL - DIV 33 UTILITIES</b>	<b>13,683</b>	<b>1,942</b>	<b>0</b>	<b>15,625</b>	
	<b>SUB TOTAL - COST OF WORK ITEMS</b>	<b>662,278</b>	<b>463,156</b>	<b>11,297,647</b>	<b>12,423,080</b>	
	CM FEE - 2.30%				285,731	
	<b>SUB TOTAL - PHASE 1B</b>				<b>12,708,811</b>	
	<b>PHASE 2 LONG LEAD TIME ITEMS IN THIS PHASE</b>					
	PHASE 2 GENERATORS BY CUMMINS				886,126	PHASE 2
	<b>SUB TOTAL - PHASE 2 CUMMINS GENERATORS</b>	-	-	-	<b>886,126</b>	
	<b>SUB TOTAL - PHASE 1B + PHASE 2 LONG LEAD ITEMS</b>				<b>13,594,937</b>	
	<b>GMP: PHASE 1B</b>				<b>13,594,937</b>	



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00 42 00	SUB PROPOSAL FORMS (Durotech) ( <span style="color: red;">Revised in Addendum 3</span> )
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# DUROTECH

BUILDERS OF INTEGRITY

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**Volume 2**

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 26 27 23      AUDIO-VISUAL SYSTEM PROVISIONS (E & C Engineers)  
 26 27 24      SECURITY SYSTEM PROVISIONS (E & C Engineers)  
 26 27 26      WIRING DEVICES (E & C Engineers)  
 26 28 13      LOW VOLTAGE FUSES (E & C Engineers)  
 26 28 17      ENCLOSED CIRCUIT BREAKERS (E & C Engineers)  
 26 28 18      ENCLOSED SWITCHES (E & C Engineers)  
 26 29 13      ENCLOSED MOTOR CONTROLLERS (E & C Engineers)  
 26 32 13      STANDBY GENERATOR SETS (E & C Engineers) (*Revised in Addendum 3*)  
 26 36 23      AUTOMATIC TRANSFER SWITCHES (E & C Engineers)  
 26 41 13      LIGHTNING PROTECTION FOR STRUCTURES (E & C Engineers)  
 26 43 13      THOR SYSTEMS MASTER SPD SPECIFICATIONS (E & C Engineers)  
 26 51 00      INTERIOR LIGHTING (E & C Engineers)  
 26 56 00      EXTERIOR LIGHTING (E & C Engineers)

**DIVISION 27: COMMUNICATIONS**

27 02 00      BASIC MATERIALS AND METHODS (DBR Engineers)  
 27 05 26      GROUNDING & BONDING FOR COMMUNICATIONS SYSTEMS (DBR Engineers)  
 27 05 28      PATHWAYS FOR COMMUNICATIONS SYSTEMS (DBR Engineers)  
 27 05 43      UNDERGROUND DUCTS & RACEWAYS FOR COMM SYSTEMS (DBR Engineers)  
 27 11 00      COMMUNICATIONS EQUIPMENT ROOM FITTINGS (DBR Engineers)  
 27 13 00      COMMUNICATIONS BACKBONE CABLING (DBR Engineers)  
 27 15 00      COMMUNICATIONS HORIZONTAL CABLING (DBR Engineers)

**DIVISION 28: SECURITY SYSTEMS**

28 02 00      BASIC MATERIALS AND METHODS FOR SAFETY AND SECURITY SYSTEMS (DBR)  
 28 10 00      ACCESS CONTROL SYSTEM (DBR Engineers)



**Baytown Public Safety & Vehicle Service Center  
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**PROJECT MANUAL**

28 20 00 VIDEO SURVEILLANCE SYSTEM (DBR Engineers)  
28 31 03 ADDRESSABLE FIRE ALARM SYSTEM (E & C Engineers)

**DIVISION 31: EARTHWORK**

31 31 16 TERMITE CONTROL  
31 63 29 DRILLED PIERS (Datum Engineers)

**DIVISION 32: EXTERIOR IMPROVEMENTS**

32 31 00 STEEL ROLLING GATE SYSTEM  
32 31 15 CONCRETE SCREEN WALLS AND FENCES  
32 31 19 ALUMINUM ORNAMENTAL FENCE SYSTEM

**DIVISION 33: UTILITIES**

(Not Used)



**Baytown Public Safety & Vehicle Service Center  
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**LIST OF DRAWINGS**

**Baytown Public Safety – Phase I – Vehicle Service Center** Re-Issued October 15, 2021  
BVG4 PROJECT 20004: SPECIFICATIONS – CONSTRUCTION DOCUMENTS FOR PERMITTING  
June 18, 2021

**Section 00 01 15**

**LIST OF DRAWINGS**

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- G-000 Cover
- G-001 Sheet List (Revised in Addendum 3)
- G-002 Symbols, Abbreviations, General Notes
- G-003 Accessibility Standards
- G-100 Code Review Sheet
- G-201 3-Dimensional Building Isometrics
- G-202 3-Dimensional Building Isometrics

**Civil**

- C1 Plat (1 of 2)
- C2 Plat (2 of 2)
- C3 Topographic Survey (1 of 4)
- C4 Topographic Survey (2 of 4)
- C5 Topographic Survey (3 of 4)
- C6 Topographic Survey (4 of 4)
- C7 General Notes
- C8 Overall Demolition Plan
- C9 Overall Sanitary Sewer Plan
- C10 Sanitary Sewer Plan (1 of 3)
- C11 Sanitary Sewer Plan (2 of 3)
- C12 Sanitary Sewer Plan (3 of 3)
- C13 Sanitary Sewer Insets
- C14 Overall Water Distribution Plan
- C15 Water Distribution Plan (1 of 2)
- C16 Water Distribution Plan (2 of 2)
- C17 Overall Storm Sewer Plan
- C18 Storm Sewer Plan (1 of 3)
- C19 Storm Sewer Plan (2 of 3)
- C20 Storm Sewer Plan (3 of 3)
- C21 Overall Dimension Control and Paving Plan
- C22 Dimension Control and Paving Plan (1 of 3)
- C23 Dimension Control and Paving Plan (2 of 3)
- C24 Dimension Control and Paving Plan (3 of 3)
- C25 Overall Grading Plan
- C26 Grading Plan (1 of 3)
- C27 Grading Plan (2 of 3)
- C28 Grading Plan (3 of 3)
- C29 Grading Insets
- C30 Existing Drainage Area Map
- C31 Proposed Drainage Area Map



**Baytown Public Safety & Vehicle Service Center  
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C33	Plan and Profile (1 of 9)
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C35	Plan and Profile (3 of 9)
C36	Plan and Profile (4 of 9)
C37	Plan and Profile (5 of 9)
C38	Plan and Profile (6 of 9)
C39	Plan and Profile (7 of 9)
C40	Plan and Profile (8 of 9)
C41	Plan and Profile (9 of 9)
C42	Detention Pond Plan and Calculations
C43	Stormwater Pollution Plan
C44	Stormwater Pollution Details
C45	Traffic Control Details
C46	Project Specific Details (1 of 2)
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C48	City of Baytown Standard Details (1 of 6)
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C55	Proctor Road Grading Plan and Typical Cross Section
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**Landscape**

L1	Overall Landscape Plan
L2	Landscape Plan (1 of 4)
L3	Landscape Plan (2 of 4)
L4	Landscape Plan (3 of 4)
L5	Landscape Plan (4 of 4)
L6	Amenity Landscape Plan
L7	Landscape Schedule and Requirements
L8	Landscape Details
L9	Landscape Specifications

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IR2	Irrigation Plan (1 of 5)
IR3	Irrigation Plan (2 of 5)
IR4	Irrigation Plan (3 of 5)
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**Structural**



**Baytown Public Safety & Vehicle Service Center  
Phases IB**

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- S-001 Typical Abbreviations, Symbols and Plan Notes (Revised in Addendum 2)
- S-002 General Notes
- S-003 Required Special Inspections
- S-201 Building S and T
- S-202 Building U, V, W and X (Revised in Addendum 2)
- S-301 Typical Expansive Clay Soil and Belled Pier Details
- S-302 Typical Slab-On-Grade Details (Revised in Addendum 2)
- S-303 Typical Concrete Foundation Details
- S-310 Concrete Section and Details (Revised in Addendum 2)
- S-401 Simple Beam Connection Details
- S-402 Composite Steel Beam Details
- S-403 Typical Steel Details
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**Architectural**

- A-001 Site Plan – Overall
- A-011 Site Plan – Phase 1
- A-012 Site Plan Details
- A-013 Site Plan Details
- A-101 Floor Plans Building T – Maintenance
- A-102 Floor Plans Storage Buildings U, V, W & X
- A-141 Wall Types
- A-161 Reflected Ceiling Plans – Building T
- A-162 Reflected Ceiling Plans – Buildings U, V, W & X
- A-181 Roof Plan Buildings S & T
- A-182 Roof Plan Buildings U, V, W & X
- A-201 Exterior Building Elevations Buildings S & T
- A-202 Exterior Elevations Buildings U, V, W & X
- A-301 Building Sections – Buildings S & T
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- A-401 Wall Sections - Building T
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- A-403 Stair Section & Details
- A-451 Section Details
- A-452 Plan Details
- A-501 Window & Storefront Elevations
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**Interior Design**

- ID-101 Finish Floor Plans Building T
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- ID-161 FF&E Equipment Plan (Revised in Addendum 3)
- ID-162 FF&E Equipment Plan Buildings U, V, W & X
- ID-201 Interior Elevations (Revised in Addendum 1)
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- ID-401 Millwork Details (Revised in Addendum 1)



**Baytown Public Safety & Vehicle Service Center  
Phases IB**

**LIST OF DRAWINGS**

**Mechanical**

M-000	Mechanical Abbreviations and Symbols
M-201	Mechanical Floor Plan Level 1 – Buildings U, V, W & X
M-202	Mechanical Floor Plan Level 1 – Buildings S & T
M-203	Mechanical Floor Plan Level 1 – Building T
M-204	Mechanical Floor Plan Mezzanine – Building T
M-205	Mechanical Roof Plan Building U, V, W & X
M-206	Mechanical Roof Plan Building T
M-207	Mechanical Roof Plan Building T
M-301	Mechanical Piping Plan Level 1 – Buildings U, V, W & X
M-302	Mechanical Piping Plan Level 1 – Buildings S & T
M-303	Mechanical Piping Plan Level 1 – Building T
M-304	Mechanical Piping Plan Mezzanine – Building T
M-501	Mechanical Details
M-502	Mechanical Details
M-503	Mechanical Details
M-701	Mechanical Controls Diagrams
M-702	Mechanical Controls Diagrams
M-801	Mechanical Schedules
M-802	Mechanical Schedules

**Electrical**

E-000	Electrical Abbreviations and Symbols
E-010	Electrical Site Plan
E-201	Electrical Lighting Plan Level 1 – Buildings U, V, W & X
E-202	Electrical Lighting Plan Level 1 – Buildings S & T
E-203	Electrical Lighting Plan Level 1 – Building T
E-204	Electrical Lighting Plan Mezzanine – Building T
E-301	Electrical Power Plan Level 1 – Buildings U, V, W & X
E-302	Electrical Power Plan Level 1 – Buildings S & T (Revised in Addendum 3)
E-303	Electrical Power Plan Level 1 – Building T (Revised in Addendum 3)
E-304	Electrical Power Plan Mezzanine – Building T
E-401	Electrical Power Mechanical Plan – Building U
E-402	Electrical Power Mechanical Roof Plan – Buildings U, V & X
E-403	Electrical Power Mechanical Level 1 Plan – Building T
E-404	Electrical Power Mechanical Mezzanine Plan – Building T
E-405	Electrical Power Mechanical Roof Plan – Building T
E-406	Electrical Power Mechanical Roof Plan – Building T
E-407	Electrical Power Mechanical Roof Plan – Building T
E-501	Electrical Fire Alarm Plan Level 1 – Buildings U, V, W & X
E-502	Electrical Fire Alarm Plan Level 1 – Building T
E-503	Electrical Fire Alarm Plan Level 1 – Building T
E-504	Electrical Fire Alarm Plan Mezzanine – Building T
E-701	Electrical Details
E-801	Electrical Riser Diagrams (Revised in Addendum 3)
E-901	Electrical Schedules
E-902	Electrical Schedules (Revised in Addendum 3)
E-903	Electrical Schedules (Revised in Addendum 3)





**Baytown Public Safety & Vehicle Service Center  
Phases IB**

**LIST OF DRAWINGS**

**Plumbing**

- P-000 Plumbing Abbreviations and Symbols
- P-010 Plumbing Overall Site Plan – Natural Gas Distribution
- P-011 Plumbing Site Plan
- P-101 Plumbing Underfloor Floor Plan Level 1 – Buildings U, V, W & X
- P-102 Plumbing Underfloor Floor Plan Level 1 – Buildings S & T (Revised in Addendum 1)
- P-103 Plumbing Underfloor Floor Plan Level 1 – Building T
- P-201 Plumbing Floor Plan Level 1 – Buildings U, V & X
- P-202 Plumbing Floor Plan Level 1 & Mezzanine – Building T
- P-203 Plumbing Floor Plan Level 1 – Building T
- P-301 Plumbing Roof Plan – Buildings S & T
- P-302 Plumbing Roof Plan – Buildings U, V, W & X
- P-401 Plumbing Enlarged Plans (Revised in Addendum 1)
- P-501 Plumbing Underfloor Riser Area A
- P-502 Plumbing Underfloor Riser Area B & C
- P-503 Plumbing Underfloor Riser Buildings U, V & X
- P-504 Plumbing Water Riser Buildings U, V & X
- P-505 Plumbing Water Riser Building T Area A & C
- P-506 Plumbing Water Riser Building T Area B
- P-601 Plumbing Details
- P-701 Plumbing Schedules

**Technology**

- T-001 Low Voltage Symbol Legend
- T-101 Technology Site Plan
- T-111 Composite Level 1 Technology Routing Plan
- T-201 1st Level Technology Floor Plan – Maintenance Building T
- T-202 Technology Plans Storage Buildings U, V, W & X, T Mezzanine
- T-301 Technology Enlarged Plans
- T-302 Network Enclosure Elevations
- T-601 Technology Details
- T-602 Security Details
- T-603 Security Door Details
- T-604 Security Door Details
- T-605 Security Gate Details
- T-606 Fiber Riser Diagram

**END OF SECTION**



**Baytown Public Safety & Vehicle Service Center  
Phases IB**

**LIST OF ADDENDA**

- |                   |                             |
|-------------------|-----------------------------|
| 1. Addendum No. 1 | Issued on October 22, 2021  |
| 2. Addendum No. 2 | Issued on November 5, 2021  |
| 3. Addendum No. 3 | Issued on November 12, 2021 |
| 4. Addendum No. 4 | Issued on November 16, 2021 |
| 5. Addendum No. 5 | Issued on November 22, 2021 |



**Baytown Public Safety – Phase 1B – Vehicle Service Center**

**QUALIFICATIONS & ASSUMPTIONS**

***DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS***

1. Excluded is Material Testing.
2. Excluded are Utility Assessment, Inspection Fees, Impact Fees, and Tap Fees.
3. Utility Company agreements (terms and conditions), easements and coordination which will serve as the termination point for Durotech to make connections for building service shall be the responsibility of the Owner and Design Team (Architect/MEP Engineer). Durotech will assist the Owner and Design Team in coordinating the activities with the Utility Company(s).
4. All required utility providers (water, sewer, storm discharge point, electric, gas, fiber, phone lines) are the responsibility of the owner to coordinate and execute necessary agreements so that the utilities are installed per the contractor's schedule for construction usage and systems startup.
5. We assume that there will be adequate water supply with sufficient pressure available for the proper functioning of Fire Sprinkler system and other systems.
6. Excluded are any Building Permit fees. Permit Fee costs to be by Owner.
7. Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any applicable state or local sales, excise, or use tax, governmental payroll tax or healthcare tax if the tax is applicable to the Project, the Project is not tax exempt from the specific tax and the tax became effective after the date of execution of the Contract.
8. Electronic Files and CAD Files will be provided by the Architect/Engineer of record for the purpose of preparing shop drawings and 3D models at no cost to the General Contractor and/or Subcontractors. A signed release will be submitted to the Architect/Engineer before electronic files are released by the Architect/Engineer.
9. Excluded are unforeseen underground conditions or obstructions not indicated in contract documents.
10. Owner and Contractor agree that all manufacturer's warranties, and subcontractor's warranties which extend beyond Contractor's warranty period, are hereby assigned to and run directly from the manufacturer to the



## Baytown Public Safety – Phase 1B – Vehicle Service Center

### QUALIFICATIONS & ASSUMPTIONS

Owner and from the subcontractor to the Owner, respectively. Owner accepts these assignments and warranties, and releases and discharges Contractor from any and all claims, liabilities, damages, costs and expenses arising out of such manufacturer's warranties and any subcontractor's extended warranties.

11. The Contractor's warranty excludes remedy for damage or defect caused by abuse, material alteration to the work not executed by the Contractor, insufficient maintenance, or maintenance not in compliance with manufacturer's written recommendations.
12. Payment and Performance Bonds will be charged to the Owner based on the State of Texas regulated rate.
13. The Guaranteed Maximum Price provided is a not to exceed amount for the Cumulative Baytown Public Safety project.

Phase 1A	\$4,905,614
Phase 1B & Phase 2 Generators	\$13,594,937
Total Phase 1 GMP	\$18,500,551

Individual line items within the project budget and earlier or later phase packages are not individual Guaranteed Maximum Price amounts.

14. The GMP package is valid until January 14, 2022. The Owner will issue a Notice to Proceed and sign the GMP Amendment on or before the stated date.
15. Bids were solicited as a combination package for Phases 1B, 2, and 3 to maximize overall cost savings. Therefore, the Guaranteed Maximum Price for Phase 1B is contingent upon the approval of the Guaranteed Maximum Price for Phases 2 and 3 to be submitted and approved at the January 27<sup>th</sup> 2022 City Council meeting.
16. Durotech, Inc reserves the right to review the Issued for Construction documents to confirm that changes to the Contract Documents referenced in this proposal are consistent with the changes proposed during the Cost Savings process.
17. The proposed cost saving recommendations by Durotech, Inc. shall be subject to the review and approval of the Architect, Owner, and the Owner's Professional Consultants. Durotech, Inc. is not required to ascertain that the cost savings are in accordance with applicable laws, statutes,



### Baytown Public Safety – Phase 1B – Vehicle Service Center

#### QUALIFICATIONS & ASSUMPTIONS

ordinances, codes, rules and regulations, or lawful orders of public authorities. The Contractors review of the proposed cost savings is in the capacity as a Construction Manager and not as a Design Professional.

18. For any delays caused by events outside of Contractor's control, including but not limited to Acts of God, pandemics, epidemics, acts of governmental authorities, acts of civil authorities, acts of war or terrorism, unanticipated material shortages and price escalations, labor disputes and utilities delays, Owner shall grant additional time extensions and price increases to Contractor when properly documented, substantiated and approved by Owner, subject to Contractor's right to dispute Owner's decision under the claims procedures of the Contract
19. Stipulated Billing Rates:

No.	Description	Rate
1	General Liability/Umbrella Insurance	Contract amount per thousand x \$7.75
2	Builder's Risk Insurance	Contract amount/hundred x 0.05412 x # of months
3	Project Executive	\$115.00 per hour
4	Project Manager	\$76.00 per hour
5	Estimator	\$55.00 per hour
6	Safety/Field Operation Manager	\$101.00 per hour
7	Lead Superintendent	\$79.00 per hour
8	Assistant Superintendent	\$48.00 per hour
9	Project Engineer	\$41.00 per hour
10	Quality Control Inspector	\$69.00 per hour
11	Contract Administrator	\$33.00 per hour

# DUROTECH

BUILDERS OF INTEGRITY

## Baytown Public Safety – Phase 1B – Vehicle Service Center

### QUALIFICATIONS & ASSUMPTIONS

12	Preconstruction Manager	\$97.00 per hour
13	Quality Control Manager	\$69.00 per hour
14	BIM Coordinator	\$55.00 per hour
15	IT Coordinator	\$95.00 per hour
16	Intern	\$25.00 per hour
17	Labor Burden	42.5%

Labor Rates:	Per Hour
Semi-skilled Labor	\$27.00
Skilled Labor	\$30.00
Foreman/Operator	\$38.00

20. Billable rates will be subject to audit for hours worked only.

### ***DIVISION 01 – GENERAL REQUIREMENTS***

21. Section 01140 – Contractor's Use of Premises: Excluded is paragraph 1.5.A.
22. Section 01564 – Control of Ground Water and Surface Water: Excluded is any ground water control systems, well-point systems, eductor and ejector-type systems, deep wells, and piezometers or monitoring wells.
23. Section 01 21 00 – Allowances: Excluded are the following:  
 Para 1.05.B – Entire paragraph  
 Para 1.06.B – Last sentence *"These costs include delivery, installation, insurance, equipment rental, and similar costs"*.
24. Section 01 21 00 – Allowances: The Construction Contingency Allowance will be used jointly for the Owner's and Construction Manager's purposes.

### ***DIVISION 02 – SITEWORK/EXISTING CONDITIONS***

### ***DIVISION 03 – CONCRETE***

25. Section 03100 – Concrete Formwork: Excluded are any corrugated fiberboard carton forms as mentioned in paragraph 2.01.I and 3.01.J.



**Baytown Public Safety – Phase 1B – Vehicle Service Center**

**QUALIFICATIONS & ASSUMPTIONS**

- 26. Section 03300 – Cast-In-Place Concrete: Excluded are any corrugated fiberboard carton forms as mentioned in paragraph 2.06.I and 3.04.J.
- 27. Section 03 35 43 – Polished Concrete: Excluded is any 'Dye' as mentioned in paragraph 2.03.C and 3.03.G.

***DIVISION 04 – MASONRY***

***DIVISION 05 – METALS***

- 28. Section 05 12 00 – Structural Steel Framing:
  - a] Excluded is any galvanized cooling tower grillage as mentioned in paragraph 1.02.A.1.
  - b] Excluded is any survey work by a licensed professional engineer or public surveyor as mentioned in paragraph 3.02.A.
- 29. Section 05 31 13 – Steel Floor Decking and Shear Studs: Excluded is paragraph 2.05.A. There is no sprayed fireproofing in this project.
- 30. Excluded is any galvanizing of structural steel members in enclosed unconditioned space areas of the building.

***DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES***

- 31. Section 06 41 16 – Plastic Laminate-Faced Architectural Cabinets: Excluded is paragraph 1.02.A.4 – Magnetic dry erase plastic laminate panels and paragraph 2.10 – Plastic Laminate Magnetic Marker Board.
- 32. Section 06 61 16 – Solid Surfacing Fabrications:
  - a] Excluded are any solid surface shower panels as mentioned in paragraph 1.01.A.2 and 2.01.B.
  - b] Excluded are any solid surface shower panels noted as H1, H2 and H3 on the architectural drawings.

***DIVISION 07 – THERMAL AND MOISTURE PROTECTION***

- 33. Section 07 21 00 – Thermal Insulation:
  - a] Excluded is any rigid board insulation or spray-in-place foam insulation.
  - b] Included is the following at Building T, U, V & X
    - Building T
    - Primary Roof Insulation
    - 2 Layer – R-30 (19+11) simple Saver System (6 inches + 3.8 inches)
    - 25,869 SF
  
    - Primary Wall Insulation



## Baytown Public Safety – Phase 1B – Vehicle Service Center

### QUALIFICATIONS & ASSUMPTIONS

1 Layer – R-25 Simple Saver System (8 inches)  
17,421 SF  
1 Layer – R-19 Simple Saver System (6 inches)  
7,257 SF

#### Building U

Primary Roof Insulation  
2 Layer – R-30 (19+11) simple Saver System (6 inches + 3.8 inches)  
8,890 SF  
Primary Wall Insulation  
1 Layer – R-25 Simple Saver System (8 inches)  
4,107 SF  
1 Layer – R-19 Simple Saver System (6 inches)  
9,311 SF

#### Building V

Primary Roof Insulation  
2 Layer – R-30 (19+11) simple Saver System (6 inches + 3.8 inches)  
3,410 SF  
Primary Wall Insulation  
1 Layer – R-13 Simple Saver System (4.4 inches)  
5,568 SF

#### Building X

Primary Roof Insulation  
2 Layer – R-30 (19+11) simple Saver System (6 inches + 3.8 inches)  
788 SF  
Primary Wall Insulation  
1 Layer – R-13 Simple Saver System (4.4 inches)  
2,533 SF

- c] Included is 2" polyisocyanurate board insulation and dampproofing at exterior sheathing walls in Building T (Grid Line 8-10/B-D and Grid Line 8-10/G-N).
- 34. Included is the following under the metal roof panels at Building T (Grid Line 8-10/B-D and Grid Line 8-10/G-N):
  - a] Loose lay 2 layers of 2.6 polyisocyanurate insulation (R-30) to metal deck.
  - b] Mechanically attach ¾" exterior grade plywood (non-fire rated).
  - c] Fully adhere new self-adhering peel and stick underlayment.
- 35. Section 07 27 00 – Sheet Air and Water Barriers: Excluded is this section in its entirety.
- 36. Section 07 41 13 – Metal Roof and Wall Panels: Excluded is this section in its entirety.





**Baytown Public Safety – Phase 1B – Vehicle Service Center**

**QUALIFICATIONS & ASSUMPTIONS**

***DIVISION 08 – OPENINGS***

- 37. Section 08 11 13 – Hollow Metal Doors & Frames: Included are Hollow Metal Frames as manufactured by Pearland Industries or Door Pro Systems.
- 38. Section 08 45 23 – Insulated Translucent Wall Panels:
  - a] Excluded are any requirements related to Texas Department of Insurance.

***DIVISION 09 – FINISHES***

- 39. Section 09 23 00 – Gypsum Board and Non-Structural Framing:
  - a] Excluded is paragraph 2.09.C – Isolation strip at exterior walls.
- 40. Section 09 30 00 – Tiling: Excluded is epoxy grout. Specifications require standard grout unless otherwise indicated. The drawings do not indicate epoxy grout.
- 41. Section 09 65 13.23 – Resilient Rubber Stair Treads with Risers: Excluded is this section in its entirety.

***DIVISION 10 – SPECIALTIES***

- 42. Section 10 00 00 – Miscellaneous Accessories: Included is the labor only to install the Bulletin Board furnished by the Owner.
- 43. Section 10 14 00 – Signage:
  - a] Included is an allowance of \$25,000 for Signage.
  - b] Excluded is paragraph 3.03.B – Client Logo Signage.
- 44. Section 10 14 26 – Post and Panel Pylon Signage: Excluded is this section in its entirety.
- 45. Excluded are any Knox Boxes in Phase 1B.
- 46. Section 10 70 00 – Aluminum Canopy: Included are Aluminum Canopies for Building 'S' and Building 'W' as manufactured by Avadek. The finish of the aluminum canopy will be clear anodized.

***DIVISION 11 – EQUIPMENT***

- 47. Section 11 52 24 – Flat Screen TV Mounts: Included is the labor only to install the Flat Screen TV Mounts furnished by the Owner.

# DUROTECH

## BUILDERS OF INTEGRITY

### Baytown Public Safety – Phase 1B – Vehicle Service Center

#### QUALIFICATIONS & ASSUMPTIONS

#### ***DIVISION 12 – FURNISHINGS***

#### ***DIVISION 13 – SPECIAL CONSTRUCTION***

##### 48. Section 13 34 19 – Metal Building Systems

- a] The Pre-Engineered Metal Building will be designed and fabricated by Alliance Steel Building Systems.

- b] Design Information

Building Code:	IBC 2015
Collateral Load:	Per Drawings
Wind Load:	160 MPH
Seismic Imp. Factor:	1.50
Live Load (Roof):	20 PSF
Deflections:	Per Specifications
Wind Exp. Factor:	C
Snow Imp. Factor:	1.20
Reducible Live Load:	Yes
Snow Load (Ground):	0 PSF
Seismic	(Ss) 0.070 (SI) 0.040
Wind Imp. Factor:	Risk IV

- |    |                      |          |  |
|----|----------------------|----------|--|
| c] | Roof & Wall Material | Finish   | Profile                                  |
|    | Roof Panel           | 24 gauge | Fluropon/Kynar<br>Alliance Seam 24       |
|    | Wall Panel           | 24 gauge | Fluropon/Kynar<br>LT3.3                  |
|    | Wall Liner           | 26 gauge | Std Weather X<br>PBM                     |
|    | Trim                 | 26 gauge | Fluropon/Kynar<br>Gutter &<br>Downspouts |
|    | Liner Trim           | 24 gauge | Std Weather X<br>Liner Trim              |

- d] Excluded is all ceiling liner panel in Buildings T, U, V and X.
- e] Included is interior wall liner panel up to a height of 14' 0" AFF in Building T.
- f] Included is interior wall liner panel up to a height of 8' 0" AFF in Building U, V and X.
- g] All interior liner panel to be 26 gauge, PBM "WXL" finish.
- h] All exterior wall liner panel to be 24-gauge, Vertical LT3.3, Kynar finish.

**Baytown Public Safety – Phase 1B – Vehicle Service Center****QUALIFICATIONS & ASSUMPTIONS**

- i] Included is partition wall framing above 10' 0" AFF along gridline 15/16 in Building T.
- j] Furnish 22 ga, PBM, White at roof at Deck of Storage area in building T.
- k] Remove wall girts and provide wind girt at Breakroom and Storage area in Building T.
- l] Roof panels to be 24 gauge, "standard Alliance Kynar colors", UL90 rated, Alliance Seam 24 standing seam panels with concealed clips and fasteners. All roof panels to be "machine seamed" at sidelaps as specified.
- m] Interior wall liner to be 26 gauge, "standard Alliance Kynar colors", "PBM", single-skin panels with exposed fasteners to be installed at the Apparatus Bays, Storage, Vehicle Bays, Dive / Bomb Team, Trailers, and the Enclosed Bay of the Auto Theft.
- n] Soffit at the below eave canopies to be 24 gauge, "standard Alliance Kynar colors", "A-12" single-skin panels with concealed fasteners to be installed over pre-engineered framing components as provided by Alliance.
- o] All standard building trim, eave gutter and downspouts to be 26 gauge, "standard Alliance Kynar colors".
- p] Alliance to provide metal building column reactions and anchor bolt settings for foundation and footing design by Structural Engineer.
- q] Welding of shop connections shall be in accordance with the AWS D1.1 standard code for "Structural Welding Code—Steel" (welding in building construction) and AWS D1.3 "Structural Welding Code—Sheet Metal" as directed and certified by AISC and the Alliance Steel Engineering Department requirements. An independent testing laboratory has previously certified welders and the welding process. Alliance is an IAS accredited facility.
- r] All exposed framing at the Wash Bay, Porch Area of Breakroom, and Auto Theft / Bays are to be hot-dipped galvanized.
- s] All metal building primary and secondary framing members to be provided with Alliance standard red-oxide primer coating, which meets or exceeds Federal Specification TT-P-636c.
- t] Included is Alliance Steel standard, 20-year roof weather tightness warranty requirement

***DIVISION 21 – FIRE SUPPRESSION******DIVISION 22 – PLUMBING***



**Baytown Public Safety – Phase 1B – Vehicle Service Center**

**QUALIFICATIONS & ASSUMPTIONS**

- 49. Section 22 40 00 – Plumbing Fixtures: Included are the Owner requested Water Closets (WC-1) in lieu of specified model. Bowl to be Model # 4326-96 and Tank to be Model #19042-96.
- 50. Trench Drains: Included are East Jordan Iron Works frame and grate trench drains at Auto Shop in lieu of specified products. Grate to be Model # 6906M2 and Trench Rail to be Model # 6900Z2.

***DIVISION 23 – HVAC***

- 51. Section 23 31 00 – Ductwork: Excluded is paragraph 3.05.A requiring duct cleaning. Duct ends will be covered during construction phase to prevent contamination by dirt and/or debris.

***DIVISION 26 – ELECTRICAL***

- 52. Included are aluminum conductors in lieu of copper conductors for 1/0 and larger feeders.

***DIVISION 27 – COMMUNICATIONS***

- 53. Excluded are any Network Switches or UPS devices. These will be provided by the Owner.

***DIVISION 28 –ELECTRONIC SAFETY & SECURITY***

***DIVISION 31 – EARTHWORK***

- 54. Section 31 63 29 – Drilled Piers: Excluded is any casing or slurry drilling of piers.
- 55. Excluded is any drying of subgrade by chemical or mechanical means.

***DIVISION 32 – EXTERIOR IMPROVEMENTS***

- 56. Areas that receive Hydromulch will not be warranted for developing full turf grass. Owner understands that Hydromulch is a 2-season maintenance program requiring continuous maintenance including watering and fertilizer by the Owner. Areas that are not irrigated will not be warranted for grass or plant development and sustainability. Any temporary irrigation requirement by the contract will only be warranted to such date the temporary irrigation is removed.

***DIVISION 33 – UTILITIES***



**Baytown Public Safety – Phase 1B – Vehicle Service Center**

**ALLOWANCE SCHEDULE**

1. Construction Contingency Allowance	\$300,000
2. Signage	\$25,000



## Baytown Public Safety – Phase 1B – Vehicle Service Center

### SELF PERFORMED WORK ITEMS

The following scope items will be self-performed by Durotech, Inc. and will be billed against the contract based upon the proposal submitted to and accepted by the owner and will be treated as a lump sum sub-contract amount.

No.	Description of Scope	Amount
1	OFCI Items (L)	\$1,625
2	Miscellaneous Steel (L)	\$58,058
3	Safety Rails (L & M)	\$3,282
4	Rough Carpentry (L & M)	\$34,901
5	Unload & distribute Metal Doors & Frames (L)	\$11,012
6	Unload & distribute PLAM Doors (L)	N/A
7	Install Access Doors (L& M)	\$1,028
8	Unload & distribute Door Hardware (L)	\$3,206
9	Install Louvers (L)	\$2,138
10	Floor Preparation (L & M)	\$15,552
11	Floor Protection (L & M)	\$6,010
12	Install Knox Box (L & M)	N/A
13	Install Residential Appliances (L)	\$1,496
14	Final Grading (L)	\$50,367
15	Haul off spoils (L)	\$98,834
16	Remove strip/clean paving joints (L)	\$20,204
17	Backfill curbs (L)	\$11,623
18	Install Irrigation Sleeves (L & M)	\$11,292
	<b>TOTAL</b>	<b>\$330,627</b>

# DUROTECH

BUILDERS OF INTEGRITY

## Baytown Public Safety – Phase 1B – Vehicle Service Center

### UNIT PRICES

- A] UNIT PRICE NO. 1: N/A**
- B] UNIT PRICE NO. 2: N/A**
- C] UNIT PRICE NO. 3: Unit Price per linear foot for piers longer or shorter than base lengths**
- |                |                 |                    |
|----------------|-----------------|--------------------|
| Pier P1: 24/72 | Add: \$60.00/LF | Deduct: \$51.00/LF |
| Pier P2: 30/90 | Add: \$93.92/LF | Deduct: \$79.83/LF |
| Pier P3: 18/48 | Add: \$33.69/LF | Deduct: \$28.63/LF |
- Description: Unit prices shall include all labor, materials, equipment, overhead and fee for drilled piers complete. Adjustments to Contract shall be based on total linear feet of each pier size greater than or less than the sum of base lengths of each size.
- C] UNIT PRICE NO. 4: Unit Price per linear foot for Casing of Piers**
- |              |                 |  |
|--------------|-----------------|--|
| Pier P1: 24" | Add: \$27.10/LF |  |
| Pier P2: 30" | Add: \$37.60/LF |  |
| Pier P3: 18" | Add: \$17.20/LF |  |
- Description: Unit prices shall include all labor, materials, equipment, overhead and fee for casing of drilled piers complete.
- D] UNIT PRICE NO. 4: Unit Price per linear foot for Straight Shaft piers**
- |  |                  |  |
|--|------------------|--|
| Convert Pier P1: 24/72 to Straight Shaft 72" dia | Add: \$178.23/LF |  |
| Convert Pier P2: 30/90 to Straight Shaft 90" dia | Add: \$264.15/LF |  |
| Convert Pier P3: 18/48 to straight Shaft 48" dia | Add: \$81.92/LF  |  |
- Description: Unit prices shall include all labor, materials, equipment, overhead and fee for drilling of straight shaft piers complete.
- E] UNIT PRICE NO. 5: N/A**
- F] UNIT PRICE NO. 6: N/A**
- G] UNIT PRICE NO. 7: Additional Concrete Placement:**
- If additional concrete is required and approved by the Project Engineer, the following unit prices shall be used in adjusting the Contract Price.
- |   |             |
|---|-------------|
| 1. Grade Beams, price per cu. yd.                                 | \$356.62/CY |
| 2. Slab on grade, price per cu. yd.                               | \$291.47/CY |
| 3. Normal weight concrete slab over metal deck, price per cu. yd. | \$303.16/CY |
| 4. Light weight concrete slab over metal deck, price per cu. yd.  | \$228.17/CY |
- H] UNIT PRICE NO. 8: Site Concrete Placement**
- The price includes subgrade prep, reinforcing steel, concrete, and labor.



**Baytown Public Safety – Phase 1B – Vehicle Service Center**

**UNIT PRICES**

1. 8" concrete paving	Add: \$204.85/CY	Deduct: \$174.12/CY
2. 6" concrete paving	Add: \$219.00/CY	Deduct: \$186.15/CY
3. 4.5" concrete sidewalk	Add: \$404.50/CY	Deduct: \$343.82/CY



# DUROTECH

BUILDERS OF INTEGRITY

## Baytown Public Safety – Phase 1B – Vehicle Service Center

### COST SAVING ITEMS

The following Cost Savings Items have been incorporated into the Guaranteed Maximum Price Proposal. This list is included for information purposes only.

	DESCRIPTION	ACCEPTED
<b>3</b>	<b>CONCRETE</b>	<b>\$ (24,273)</b>
1	Delete rolled or mountable curb at crushed granite trail as shown in detail 07/C-45.	\$ (24,273)
<b>8</b>	<b>OPENINGS</b>	<b>\$ (264,077)</b>
1	Section 08 36 00 - Overhead Doors: Provide the following doors as outlined below: (refer to the attached drawing sheet (pdf). a) Type A Doors: 3728, R-18.4, 2" Electric Motor, 100,000 cycles (t21a, t21b, t22a, t22b, t23a, t23b, t24a, t24b, t51a, t51b, t52a, t52b, t53a, t53b, t54a, t54b) b) Type B Doors: 3728, R-18.4, 2", Manual Operation, 25,000 cycles (t30, t34b, t35b, t39b) c) Type C Doors: 3718, R-16.2, 1 3/4", Manual Operation, 25,000 cycles (t61a, t61b, t62a, t62b, t63a, t63b, u01a, u01b, u02a, u02b, u03a, u03b, u04a, u04b, u05a, u05b, u06a, u06b, u07a, u09a, u09b, u10a, u10b, v01a, v02, v03, v04, v05, v06a, x01a, x01b) d) Provide standard door finish in lieu of the optional finish Color Blast (as specified in Para 2.02.A.14.b.1). Standard Door Color Options: white, almond, desert tan, sandstone, bronze, chocolate, mocha brown, gray & charcoal	\$ (264,077)
<b>9</b>	<b>FINISHES</b>	<b>\$ (35,713)</b>
1	Use Daltile (2" x 2") Reminiscent for Shower Floor Tile and Daltile (12" x 24") Reminiscent (Shower Wall Tile) in lieu of Solid Surfacing Fabrications (Swanstone panels) as shown.	\$ (35,713)
<b>13</b>	<b>SPECIAL CONSTRUCTION</b>	<b>\$ (17,287)</b>
1	Section 13 34 19 - Pre-Engineered Metal Building Frame	
a	Delete ceiling liner panel in Building U	\$ (9,972)
b	Delete ceiling liner panel in Building V	\$ (3,763)
c	Delete ceiling liner panel in Building X	\$ (3,552)
<b>22</b>	<b>PLUMBING</b>	<b>\$ (101,217)</b>
1	Use Vehicle Trench Drain (TD-1) as manufactured by EJ Co. (Model 6906M2 20" x 24" Trench Grate, Heavy Duty; Model 6900Z2 Trench Rail) in lieu of as specified (Dura Trench Model DTPF18-HDSS15ZSA 8' x 18")	\$ (87,517)
2	WC-1: Use 'Persuade Curv Comfort Height' (Model K-75790-96) as manufactured by Kohler in lieu of as specified.	\$ (3,100)
3	Use Pex for water line piping	\$ (10,600)
<b>26</b>	<b>ELECTRICAL</b>	<b>\$ (323,892)</b>
1	Provide 750kW natural gas generator in lieu of 1000kW and 1200 Amp ATS in lieu of 1600 Amp.	\$ (105,732)
2	Delete UPS-1 (Note #8/E-303).	\$ (57,500)

# DUROTECH

## BUILDERS OF INTEGRITY

### Baytown Public Safety – Phase 1B – Vehicle Service Center

#### COST SAVING ITEMS

3	Section 08 36 00 - Overhead Doors: Provide the following doors as manual chain hoist in lieu of motorized as specified: Building T: t61a, t61b, t62a, t62b, t63a, t63b (6 Doors) Building U: u01a, u01b, u02a, u02b, u03a, u03b, u04a, u04b, u05a, u05b, u06a, u06b, u07a, u09a, u09b, u10a, u10b (All 17 doors) Building V: v01a, v02, v03, v04, v05, v06a (All 6 doors) Building X: x01a, x01b (All 2 doors) Delete conduit, back boxes, rough-ins and wiring for the doors listed above.	\$ (17,660)
4	Delete 1" conduit underground for Fire Alarm Cabling routed to Building U, V and X per Note #1/E-010. Delete any conduit, back-boxes and rough-ins inside the buildings (U, V and X) related to the Fire Alarm system scope.	\$ (6,000)
5	Use aluminum conductors in lieu of copper 1/0 and larger	\$ (119,000)
6	Reduce innerduct to (1) per conduit in lieu of (2)	\$ (13,500)
7	MC for device drops in lieu of conduit	\$ (1,000)
8	Use minimum 1/2" conduit in lieu of 3/4"	\$ (3,500)
<b>28</b>	<b>ELECTRONIC SAFETY AND SECURITY</b>	<b>\$ (18,417)</b>
1	Deduct for not providing spare parts(Section 28 10 00 - Para 1.07.B.1; Section 28 20 00 - Para 1.05.B.1)	\$ (9,000)
2	Delete Fire Alarm System in Buildings U, V and X.	\$ (9,417)
<b>32</b>	<b>EXTERIOR IMPROVEMENTS</b>	<b>\$ (83,180)</b>
1	Provide 8' H galvanized chain link fence with barbed wire in lieu of Precast Concrete Fence Panels.	\$ (93,939)
2	Add concrete sloped paving at detention pond	\$ 10,759
<b>33</b>	<b>UTILITIES</b>	<b>\$ (27,548)</b>
1	Reduce the length of concrete pilot channel	\$ (27,548)
	<b>SUB TOTAL</b>	<b>\$ (895,604)</b>
	<b>Total - Cost Saving Items</b>	<b>\$ (895,604)</b>

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Public Safety Building

**Company Name:** Durotech

**Department:** Engineering

**Date:** 12/20/2021

**Council Date:** 01/13/2022

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:

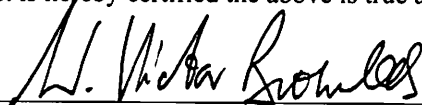
☒ to be indebted to the City in the following areas:

Owes Utility billing \$58.28

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

☐ 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

12/20/2021

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



## **CITY COUNCIL MEETING**

**5. c.**

**Meeting Date:** 01/13/2022

**Subject:** Consider an Ordinance Authorizing an Interlocal Agreement with the Harris County Flood Control District for the Danubina & James St Drainage Project

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

**Prepared by:** Matthew Johnson, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance authorizing an Interlocal Agreement with the Harris County Flood Control District for the Danubina and East James Street Drainage Project.

#### **PREFACE**

This proposed ordinance authorizes an interlocal agreement with the Harris County Flood Control District (the "District") for the Danubina and East James Street Drainage Project. The project will be performed in two phases which will include:

##### Phase 1

- Construction of detention;
- Construction of new storm sewer systems;
- Replacement of existing, under-sized storm sewers and inlets;
- Street and utility repair in the areas of storm sewer construction; and

##### Phase 2

- Reestablishing and improving the District-owned drainage ditch Q103-00-00 (Hull Gully) from Danubina, east to Cedar Bayou.

The City will coordinate the acquisition of easements required for the channel improvements. Once the easements are acquired, the District will improve Hull Gully.

The total estimated cost of the project is \$33,817,364, with the City's maximum contribution being \$16,989,196. Cost overruns for those costs attributable to drainage related construction will be shared equally with the District. Any other cost overruns will be the responsibility of the City.

This agreement was approved by Harris County Commissioners Court on December 14, 2021.

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### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):** SW Utility Debt

**Funds Budgeted Y/N:**

Y

**Amount Needed:**

\$16,989,196

**Fiscal Impact (Additional Information):**

In FY 2022 \$5,161,902 in Stormwater Utility Debt, remainder in FY2023

Refer to Advance funding Resolution No. 2761 dated 11/15/21.

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**Attachments**

Ordinance - Interlocal with HCFCD

Exhibit A - Agreement

Danubina-James Area Map

Estimated Project Cost

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE HARRIS COUNTY FLOOD CONTROL DISTRICT FOR THE DANUBINA AND EAST JAMES STREET DRAINAGE PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIXTEEN MILLION NINE HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$16,989,196.00); 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 interlocal agreement with the Harris County Flood Control District for the Danubina and East James Street Drainage 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 Harris County in an amount not to exceed SIXTEEN MILLION NINE HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$16,989,196.00) 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 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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney



# EXHIBIT "A"

Harris County, Texas

1001 Preston St., Suite 934  
Houston, Texas 77002

## Commissioners Court

Request for Court Action

File #: 21-6649

Agenda Date: 12/14/2021

Agenda #: 114.

Department: Flood Control District

Department Head/Elected Official: Alan R. Black, P.E., Interim Executive Director

Regular or Supplemental RCA: Regular RCA

Type of Request: Interlocal Agreement

Project ID (if applicable): Q103-00-00-G001

Vendor/Entity Legal Name (if applicable): City of Baytown

MWDBE Participation (if applicable): N/A

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Request Summary (Agenda Caption):

Request for approval of an interlocal agreement with the City of Baytown in the amount of \$16,828,168 for a partnership to construct detention basins, improve storm sewer systems and make channel improvements to Hull Gully at HCFCD Unit Q103-00-00-for the Danubina/East James Area Drainage Improvements Project. (Cedar Bayou Watershed, Bond ID Z-02, Project ID Q103-00-00-G001, Agreement No. 2022-70, Precinct 2).

### Background and Discussion:

Drainage improvements including channel improvements of Hull Gully, trunkline with street and utility updates along E Hunnicutt Ave, along with multiple detention basins to mitigate the work.

### Expected Impact:

The increase in storm sewer conveyance capacity will reduce the likelihood of flooding.

### Alternative Options:

To not participate in the cost-sharing which would delay the realization of benefits for the area.

### Alignment with Goal(s):

- ☐ Justice and Safety
- ☐ Economic Opportunity
- ☐ Housing
- ☐ Public Health
- ☐ Transportation
- ☒ Flooding
- ☐ Environment
- ☐ Governance and Customer Service

Presented to Commissioners Court

December 14, 2021

Approve: G/E



**Prior Court Action** (if any):

Date	Agenda Item #	Action Taken
06/08/2021	93.	ATN

**Location:** N/A

Address (if applicable):

Precinct(s): Precinct 2

**Fiscal and Personnel Summary**

Service Name	4.a.3 - Engineering Services		
	<b>FY 21-22</b>	<b>FY 22</b>	<b>Next 3 FYs</b>
<b>Incremental Expenditures (do NOT write values in thousands or millions)</b>			
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$16,828,168	\$	\$
<b>Total Incremental Expenditures</b>	<b>\$16,828,168</b>	<b>\$</b>	<b>\$</b>
<b>Funding Sources (do NOT write values in thousands or millions)</b>			
Existing Budget			
Bonds	\$16,828,168	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Current Budget</b>	<b>\$16,828,168</b>	<b>\$</b>	<b>\$</b>
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
<b>Total Additional Budget Requested</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total Funding Sources</b>	<b>\$16,828,168</b>	<b>\$</b>	<b>\$</b>
<b>Personnel</b> (Fill out section only if requesting new PCNs)			
Current Position Count for Service	-	-	-
Additional Positions Requested	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Anticipated Implementation Date:** December 14, 2021**Emergency/Disaster Recovery Note:** Not an emergency, disaster, or COVID-19 related item



**Contact(s) name, title, department:** Alan R. Black, P.E., Interim Executive Director  
Matthew K. Zeve, P.E., Deputy Executive Director

**Attachments** (if applicable): Agreement and Map

**INTERLOCAL AGREEMENT**

**THE STATE OF TEXAS**       §  
   §  
**COUNTY OF HARRIS**       §

This Agreement is made and entered into pursuant to Texas Government Code Ann. 791.001, et seq. (the Interlocal Cooperation Act), by and between **City of Baytown**, a body corporate and politic under the laws of the State of Texas, located within Harris County, and hereinafter referred to as the "City," and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Parties desire to construct several detention basins, improve storm sewer systems and make channel improvements to Hull Gully, HCFCD Unit Q103-00-00, in the City known as the Danubina/E. James Area Drainage Improvements Project ("Project") as depicted on attached Exhibit A; and,

**WHEREAS**, Phase 1 of the Project involves the design and construction of the Trunkline along E. Hunnicutt Street between S. 1<sup>st</sup> Street and Danubina Street ("Trunkline"), along with the Proposed E. James Area Storm Sewer Improvements as shown on attached Exhibit A; and

**WHEREAS**, Phase 2 of the Project involves the construction of channel improvements along Hull Gully and associated detention basins as shown on attached Exhibit A; and

**WHEREAS**, the District is willing to prepare a preliminary engineering report, design, acquire the right-of-way, acquire the permitting, and construct the Project; and

**WHEREAS**, the City is willing to acquire the right-of-way for channel improvements, and acquire the right-of-way to mitigate the Trunkline for the Project; and

**WHEREAS**, the City is willing to initially fund the District to acquire the right-of-way, permit and prepare the bid documents for the Project; and

**WHEREAS**, the City is willing to fund the District for construction once construction plans are finalized and detailed cost estimates are completed; and

**WHEREAS**, the City will convey an easement to the District on the property it acquired along Hull Gully once the Project is complete; and

**WHEREAS**, the City estimates the cost of the Project is \$33,817,364.00, as shown on attached Exhibit B, and the City is willing to contribute a maximum of \$16,989,196.00 ("City Contribution") toward the Project cost; and

**WHEREAS**, the District desires to contribute a maximum of \$16,828,168.00 ("District Contribution") toward the shared cost of the Drainage Components of the Project, as defined hereinbelow; and

**WHEREAS**, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, the Parties agree as follows:

I.

Within 45 days of the execution of this Agreement, the City shall transmit to the District \$5,161,902.00. The District shall encumber funds based on the following cost estimates, to be reconciled to actual amounts at conclusion of the Project:

ROW	\$2,796,443.00
Additional Services	\$ 946,184.00
Preliminary Engineering, Design and Permitting	\$1,419,275.00
Construction	\$11,827,294.00
 TOTAL	 \$16,989,196.00

Upon completion of the 100 percent construction documents, the City shall transmit to the District \$11,827,294.00, to be reconciled to actual amounts at conclusion of the Project, subject to Article V.

Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the District may reallocate funding between the items noted above as necessary.

II.

The City shall provide the District any preliminary engineering and design criteria needed for the storm sewer segments. The District shall design and construct the Project in compliance with current HCFCD Policy, Criteria, and Procedure Manual and incorporate the City's requirements. The District shall provide engineering services and related support services necessary for the preliminary engineering report (PER), and preparations of the plans, specifications, estimates, and a project manual for the construction of the Project (Construction Documents). The District shall submit the PER and the Construction Documents to the City for the City's review and comment when approximately 50, 90 and 100 percent complete. The City shall provide comments to the District within 20 days or the plans will be deemed approved. The District, upon approval by Harris County Commissioners Court, will pay half of any costs related to Drainage Components of the Project that exceed the amount of the District Contribution. The City, upon approval of the City Council of the City of Baytown, will pay half the cost of any Drainage Components overruns and pay the full cost of any non-drainage element overages. Such payment shall be made by the City to the District within thirty (30) days after the approval by the City Council.

III.

Following the completion of the PER of the Project, the City will acquire property along Hull Gully for the Project using its acquisition procedures. Once the property is acquired and the Project is complete, the City shall grant an easement on the property along Hull Gully to the District. The City also may acquire property for detention basins as part of the Project and will acquire the property using its acquisition procedures. The City will keep title to any detention basin property it acquires and maintain it.

Once PER is complete, the District will start acquiring property for any remaining detention basins needed for the Project as identified in the PER. The District will acquire the property using its acquisition procedures. The City will grant to the District a temporary right of entry and construction easement on any City property that the District needs to build the Project.

IV.

The District will award the construction contract for the Project in accordance with competitive bidding laws applicable to the District. The District's determination of the lowest responsible bidder for the Project shall be final. The City shall have access at all reasonable times to the Project construction site and to all relevant drawings, specifications, contract documents, and records to verify that the Project is constructed in compliance with this Agreement. The District will include the City in all Project design and construction progress meetings.

V.

Notwithstanding any other provision of this Agreement, the Parties clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that:

1. the District shall have available the total maximum sum of SIXTEEN MILLION EIGHT HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$16,828,168.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the District must first be approved by Harris County Commissioners Court and certified as available by the County Auditor; and
2. the City shall have available the total maximum sum of SIXTEEN MILLION NINE HUNDRED EIGHTY-NINE THOUSAND ONE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$16,989,196.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the City pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the City must first be approved by City Council of the City of Baytown and certified as available by the City's Director of Finance.
3. The District Contribution to the Project is only for drainage components of the Project. Any non-drainage components of the Project, including but not limited to sidewalks, recreational facilities, lighting, and new water or sanitary lines not required for the storm sewer improvements, will be paid for exclusively by the City. The Drainage Components of the Project are defined as property acquisition, storm sewer drainage improvements, pavement and sidewalk reconstruction, water and sewer line adjustments required for the storm sewer improvements, and engineering, design, and additional services related to the listed components.

VI.

The City or the District may terminate this Agreement, without cause, upon 30 days' written notice to the other Party until such time as either Party starts the acquisition procedures for the property needed for the Project. In this scenario, the District will return to the City any unspent portion of the City Contribution in a timely manner.

If the City is unable to acquire all the tracts of property needed for the channel improvements to Hull Gully, the City shall terminate the Agreement and grant an easement to the District on the tracts the City was able to acquire. In this scenario, the District may, but is not obligated to,

complete the channel improvements to Hull Gully or any portion of this Project. The District will then refund to the City any unspent portion of the City Contribution. If the City terminates this Agreement and has acquired any property for detention basins for the Project, it will either convey the property for the detention basins to the District and the District will return to the City its share of the cost of the property or the City will keep the property and use it as it chooses to and return to the District its share of the cost of any property acquired by the City for detention basins.

If the City terminates this Agreement for any reason, any property the District has acquired or is in the process of acquiring to construct the detention basins can be used by the District as it chooses. If the District constructs the detention basins described in the Project, it may keep any storm water capacity to itself. The District will refund to the City any unspent portion of the City Contribution, including the City's share of the cost of any property acquired by the District for the detention basins.

Once a Party has started the acquisition of property and the District terminates this Agreement, the District may convey the property it has acquired for the detention basins to the City or it can refund to the City the amount of the City Contribution that makes up the City's share of the cost of the property. If the District conveys the property acquired for the detention basins to the City, the District will keep any unspent portion of the District contribution, including the District's share of the cost of the property, and return to the City any unspent portion of the City Contribution.

## VII.

Within thirty (30) days of completion of the construction of the Project, the District shall provide the City with record drawings of the Project. Upon request, the District will conduct an accounting of all monies expended and distinguish which monies were spent on drainage and non-drainage components of the Project following the completion of the Project. The District will refund to the City its portion of any amount not spent as stated in this Agreement or any amendment to this Agreement.

## VIII.

The District will cause to be inserted in the construction contract for the Project an agreement that the contractor will indemnify, defend, protect, covenant not to sue, release, and save and hold harmless the District and City and all their representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the Project or any associated improvements, or on account of any act of omission by the contractor. The District will require its contractors to name the District and the City as additional insureds.

## IX.

The Parties will endeavor to give each other at least 72-hours-notice of release of information regarding the Project to the news media, private citizens or community organizations; however, this article shall have no application to any release of information based upon approval of this Agreement or any amendment thereto by the governing bodies of the Parties.

X.

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

Harris County Flood Control District  
9900 Northwest Freeway  
Houston, Texas 77092  
Attention: Executive Director

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

City of Baytown  
2401 Market St.  
Baytown TX 77520  
Attention: City Manager

XI.

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

XII.

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

XIII.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.

EXECUTED on December 14, 2021.

APPROVED AS TO FORM:

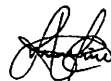
CHRISTIAN D. MENELEE  
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL  
DISTRICT

By:

DocuSigned by:  
  
D9FE318CE1BA4BE...  
LAURA FIORENTINO CAHILL  
Senior Assistant County Attorney

By:

  
LINA HIDALGO,  
County Judge

**ATTEST:**

**CITY OF BAYTOWN**

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

Name: \_\_\_\_\_

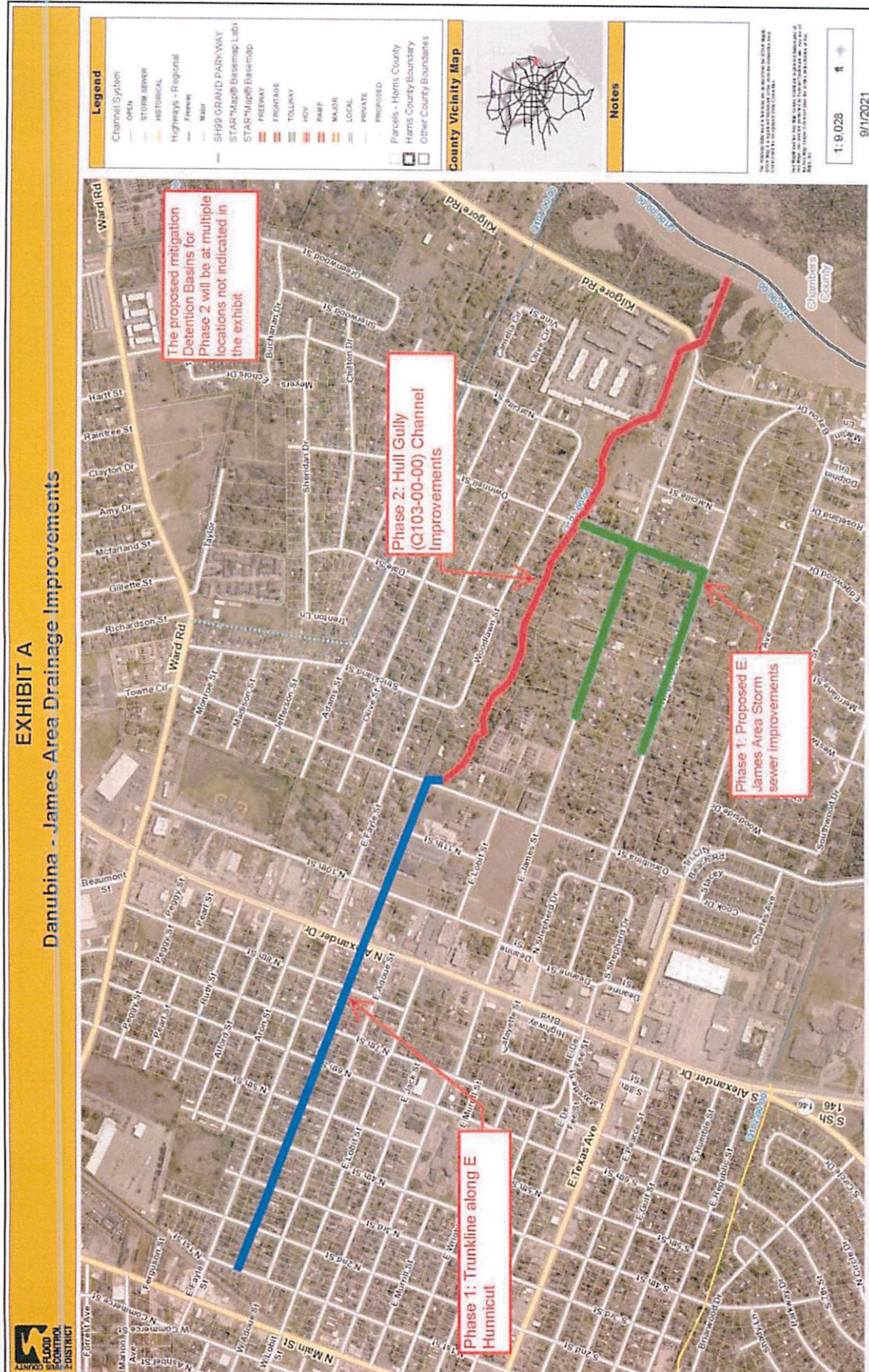
Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

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







**EXHIBIT B****DANUBINA-E. JAMES AREA DRAINAGE IMPROVEMENTS****Estimated Project Cost**

<b>Description</b>	<b>Totals</b>	<b>City Contribution</b>	<b>District Contribution</b>
Construction (includes 20% contingency)	\$23,520,398	\$11,827,294	\$11,693,104
Engineering & Design	\$2,822,448	\$1,419,275	\$1,403,173
Additional Services	\$1,881,632	\$946,184	\$935,448
ROW acquisition	\$5,592,886	\$2,796,443	\$2,796,443
<b>Project Total</b>	<b>\$33,817,364</b>	<b>\$16,989,196</b>	<b>\$16,828,168</b>

December 14, 2021

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS     §

Approve: G/E

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on December 14, 2021, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: none constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
 BETWEEN CITY OF BAYTOWN AND  
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT**

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Ellis seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack 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:

**WHEREAS**, the Parties desire to construct several detention basins, improve storm sewer systems and make channel improvements to Hull Gully in the Danubina and E. James area of the City known as the Danubina/E. James Area Drainage Improvements Project ("Project") as depicted on attached Exhibit A; and,

**WHEREAS**, Phase 1 of the Project involves the design; acquisition of property for several detention basins on the west side of the Project and the construction of storm sewer systems and detention basins as shown on attached Exhibit A; and

**WHEREAS**, Phase 2 of the Project involves the acquisition of property for several detention basins on the east side of the Project and the construction of the detention basins and channel improvements along Hull Gully as shown on attached Exhibit A; and

**WHEREAS**, the District is willing to acquire the right-of-way, and will design and construct Phase 1 of the Project; and

**WHEREAS**, the City is willing to acquire the right of way for Phase 2, and the District will design and construct Phase 2 of the Project; and

**WHEREAS**, the City will convey an easement to the District on the property it acquired along Hull Gully once the Project is complete; and

**WHEREAS**, the City estimates the cost of the Project is \$33,817,364.00, as shown on attached Exhibit B, and the City is willing to contribute a maximum of \$16,989,196.00 ("City Contribution") toward the Project cost; and

**WHEREAS**, the District desires to contribute a maximum of \$16,828.168.00 ("District Contribution") toward the shared cost of the Drainage Components of the Project, as defined hereinbelow; and

**WHEREAS**, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

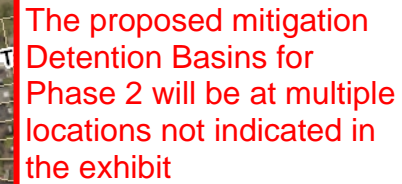
NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and through the Harris County Flood Control District and the City of Baytown, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.













## Phase 2: Hull Gully (Q103-00-00) Channel Improvements

## Phase 1: Trunkline along E Hunnicut

## Phase 1: Proposed E. James Area Storm sewer improvements

- ## Legend
- |   |                         |
|---|-------------------------|
| Channel System  |                         |
|  | OPEN                    |
|  | STORM SEWER             |
|  | HISTORICAL              |
| Highways - Regional   |                         |
|  | Freeway                 |
|  | Major                   |
|  | SH99 GRAND PARKWAY      |
| STAR*Map® Basemap Labels  |                         |
| STAR*Map® Basemap   |                         |
|  | FREEWAY                 |
|  | FRONTAGE                |
|  | TOLLWAY                 |
|  | HOV                     |
|  | RAMP                    |
|  | MAJOR                   |
|  | LOCAL                   |
|  | PRIVATE                 |
|  | PROPOSED                |
|  | Parcels - Harris County |
|  | Harris County Boundary  |
|  | Other County Boundaries |

### County Vicinity Map



## Notes

The roadway data used in this map are derived from the STAR\*Map®. STAR\*Map is a registered trademark of the Houston-Galveston Area Council and the Geographic Data Committee.

Key Map® and the Key Map Unique Grid® are registered trademarks of Key Maps, Inc. and are protected by Federal Trademark law. Any use of the Key Map Unique Grid must have the written authorization of Key Maps, Inc.

1: 9,028      ft 

9/1/2021



## EXHIBIT B

### DANUBINA-JAMES AREA DRAINAGE IMPROVEMENTS

#### Estimated Project Cost

Description	Totals
Construction (includes 20% contingency)	\$23,520,398
Engineering & Design	\$2,822,448
Additional Services	\$1,881,632
ROW acquisition	\$5,592,886
<b>Project Total</b>	<b>\$33,817,364</b>
<b>Baytown Share (50%)</b>	<b>\$16,989,196</b>
<b>Harris County Share (50%)</b>	<b>\$16,828,168</b>



## CITY COUNCIL MEETING

5. d.

**Meeting Date:** 01/13/2022

**Subject:** Interlocal Agreement with Harris County Flood Control District for the Cedar Bayou Lynchburg Sub-Regional Stormwater Detention Project

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

**Prepared by:** Frank Simoneaux, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance authorizing an Interlocal Agreement with the Harris County Flood Control District for the Cedar Bayou Lynchburg Sub-Regional Stormwater Detention Project.

#### **PREFACE**

The proposed ordinance authorizes an Interlocal Agreement with the Harris County Flood Control District for the Cedar Bayou Lynchburg Sub-Regional Stormwater Detention Project. This agreement includes acquisition of right of way to support a proposed basin that will provide flooding relief along Goose Creek by providing approximately 18 acre-feet of storage capacity. The project will provide stormwater mitigation for road improvements to West Cedar Bayou Lynchburg from Garth Road to Wade Road. This agreement is only for the acquisition of right of way. The estimated cost of the right of way is \$3,100,000, and is proposed to be shared equally between Harris County Flood Control and the City of Baytown. The City of Baytown will commit \$1,550,000 with the execution of this agreement.

The agreement was passed by Harris County Commissioners Court on December 14, 2021.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:**

**Source of Funds (Operating/Capital/Bonds):** SW Utility Debt

**Funds Budgeted Y/N:** y

**Amount Needed:** 1550000

**Fiscal Impact (Additional Information):**

In FY 2022 \$1,550,000 in Stormwater Utility Debt

Refer to Advance funding Resolution No. 2761 dated 11/15/21.

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### **Attachments**

Ordinance - Interlocal with HCFCD

Exhibit A - Agreement

ROW Acquisition for Project  
Estimated Project Cost

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE HARRIS COUNTY FLOOD CONTROL DISTRICT FOR THE CEDAR BAYOU LYNCHBURG SUB-REGIONAL STORMWATER DETENTION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00); 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 interlocal agreement with the Harris County Flood Control District for the Cedar Bayou Lynchburg Sub-Regional Stormwater Detention 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 Harris County in an amount not to exceed ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00) 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 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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney

**INTERLOCAL AGREEMENT**

**THE STATE OF TEXAS**       §  
   §  
**COUNTY OF HARRIS**       §

This Agreement is made and entered into pursuant to Texas Government Code Ann. 791.001, et seq. (the Interlocal Cooperation Act), by and between **City of Baytown**, a body corporate and politic under the laws of the State of Texas, located within Harris County, and hereinafter referred to as the "City," and the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," each a "Party" to this Agreement, and are collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City desires to acquire property for a proposed stormwater detention basin to mitigate the impacts of increased flows from road improvements in the area through the Cedar Bayou Sub-Regional Stormwater Detention Basin Right-of-Way Acquisition Project ("Project") as depicted on attached Exhibit A; and

**WHEREAS**, the District, whose mission is to provide flood damage reduction projects that work with appropriate regard for community and natural values, desires to contribute to the Project to mitigate the impacts of channel improvements along Goose Creek; and

**WHEREAS**, the parties through this Agreement, will purchase property, the detention basin construction will be the subject of a separate agreement; and

**WHEREAS**, it is the intention of the parties, that when the basin is built, the City will have 18-acre feet to mitigate road improvements and the District will use the remaining detention volume to mitigate the impacts of proposed channel improvements along Goose Creek; and

**WHEREAS**, the District is willing to acquire the property for the Project; and

**WHEREAS**, the City estimates the Project cost to be \$3,100,000.00, as shown in attached Exhibit B, and the City is willing to contribute a maximum of \$1,550,000.00 ("City Contribution") toward the Project cost; and

**WHEREAS**, the District desires to contribute a maximum of \$1,550,000.00 ("District Contribution") toward the Project cost; and

**WHEREAS**, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to the Parties, the Parties agree as follows:

## I.

Within 45 days of the execution of this Agreement, the City shall pay the District \$1,550,000.00 as the City Contribution to the Project. The District will contribute \$1,550,000.00 as the District Contribution to the Project.

## II.

Once the funds have been deposited, the Parties will identify the Project property and the District will acquire the property in fee simple title to the District, using District acquisition procedures. If the cost of the Project is more than the estimated cost, the District, with approval of Harris County

Commissioners Court, will pay half the amount of the cost increase over the estimated amount, and the City, with approval by City Council, will pay half the amount of the cost increase over the estimated amount. If either party does not agree to pay half the amount of the cost increase, either party may terminate this Agreement pursuant to paragraph IV herein. Once the property is acquired, the District will maintain it.

III.

The Parties clearly understand and agree, such understanding and agreement being of the absolute essence to this Agreement, that:

1. the District shall have available the total maximum sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the District must first be approved by Harris County Commissioners Court and certified as available by the County Auditor; and
2. the City shall have available the total maximum sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,550,000.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the City pursuant to the terms of this Agreement, and that any cost increases in the Project to be paid by the City must first be approved by City Council of the City of Baytown and certified as available by the City's Director of Finance.

IV.

The City or the District may terminate this Agreement, without cause, upon 30 days' written notice to the other Party until such time as the District begins the property acquisition process, in which case any unspent portion of the City Contribution shall be returned to the City in a timely manner. Once the property acquisition process has started and the City terminates this Agreement, any unspent portion of the City Contribution shall be returned to the City in a timely manner and (i) the District may continue with the Property acquisition itself and use the Property for its own purposes or (ii) it can terminate the property acquisition process and the City will pay any costs associated with terminating the property acquisition. Once the property acquisition process has started and the District terminates this Agreement, the District will return to the City the City Contribution and the District will be responsible for any costs associated with terminating the property acquisition. In this Agreement, the parties agree that when Harris County Commissioners Court has declared a public necessity for the property is when the property acquisition process has started.

V.

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

Harris County Flood Control District  
9900 Northwest Freeway  
Houston, Texas 77092  
Attention: Executive Director

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

City of Baytown  
2401 Market St.  
Baytown TX 77520  
Attention: City Manager

VI.

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

VII.

This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the Parties hereto.

VIII.

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the provisions hereof. The illegal or invalid provisions will be deemed stricken from this Agreement and deleted to the same extent and effect as if never incorporated herein.

EXECUTED on December 14, 2021.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE  
Harris County Attorney

**HARRIS COUNTY FLOOD CONTROL  
DISTRICT**

By:   
LAURA FIORENTINO CAHILL  
Senior Assistant County Attorney

By:   
LINA HIDALGO,  
County Judge

ATTEST:

**CITY OF BAYTOWN**

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

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



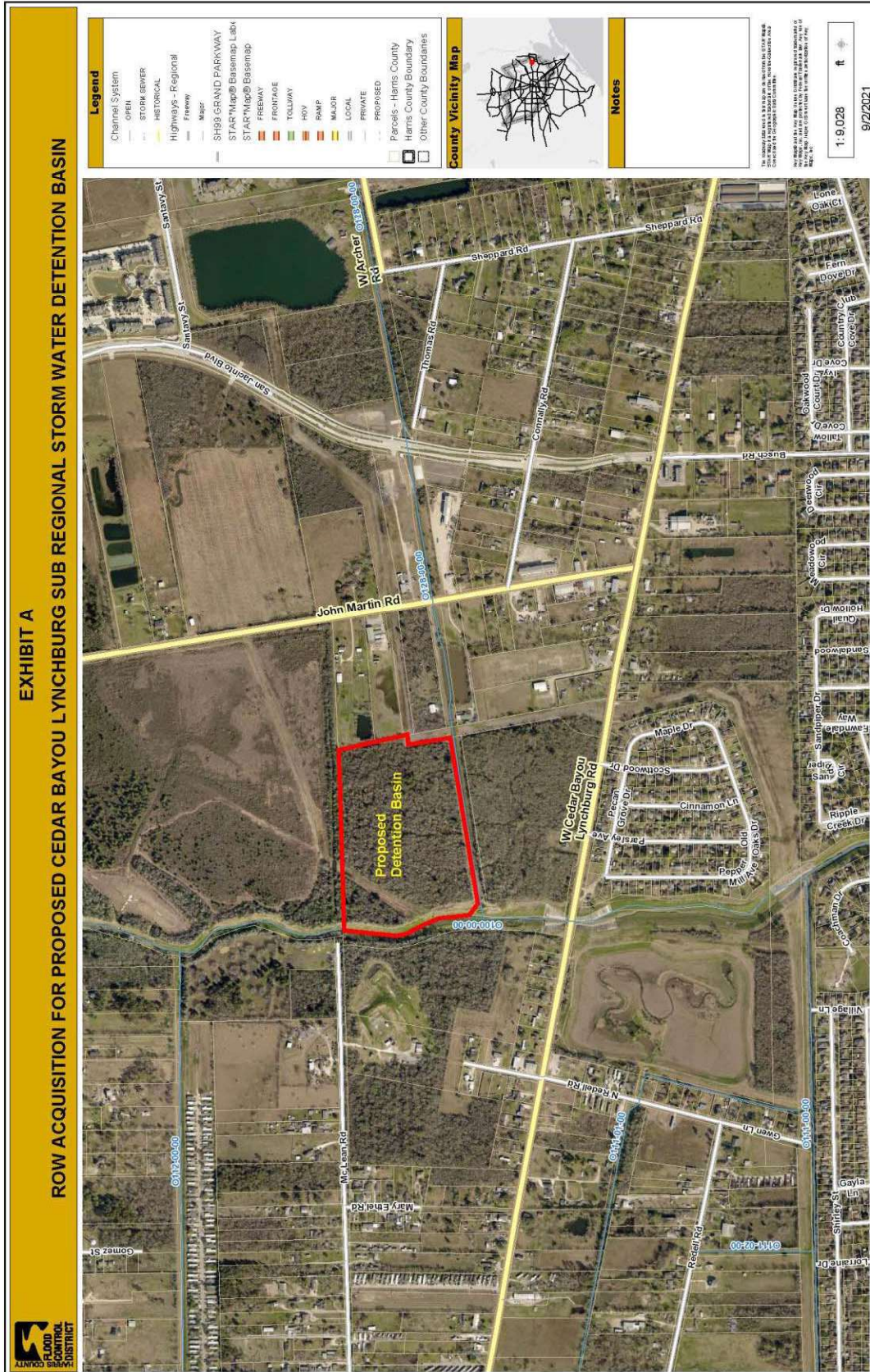


EXHIBIT B

CEDAR BAYOU SUB-REGIONAL STORMWATER DETENTION BASIN  
Estimated Project Cost

Description	Totals
ROW acquisition	\$3,100,000
Project Total	\$3,100,000
Baytown Share (50%)	\$1,550,000
Harris County Share (50%)	\$1,550,000

THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF HARRIS       §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on December 14, 2021, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: none constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT  
 BETWEEN CITY OF BAYTOWN AND  
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT

Commissioner Garcia introduced an order and made a motion that the same be adopted. Commissioner Ramsey seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack 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:

**WHEREAS**, the City desires to acquire property for a proposed stormwater detention basin to mitigate the impacts of increased flows from road improvements in the area through the Cedar Bayou Sub-Regional Stormwater Detention Basin Right of Way Acquisition Project ("Project") as depicted on attached Exhibit A; and

**WHEREAS**, the District, whose mission is to provide flood damage reduction projects that work with appropriate regard for community and natural values, desires to contribute to the Project to mitigate the impacts of channel improvements along Goose Creek; and

**WHEREAS**, the District is willing to acquire the property for the Project; and

Presented to Commissioners Court

December 14, 2021

Approve: G/R

**WHEREAS**, the City estimates the Project cost to be \$3,100,000.00, as shown in attached Exhibit B, and the City is willing to contribute a maximum of \$1,550,000.00 ("City Contribution") toward the Project cost; and

**WHEREAS**, the District desires to contribute a maximum of \$1,550,000.00 ("District Contribution") toward the Project cost; and

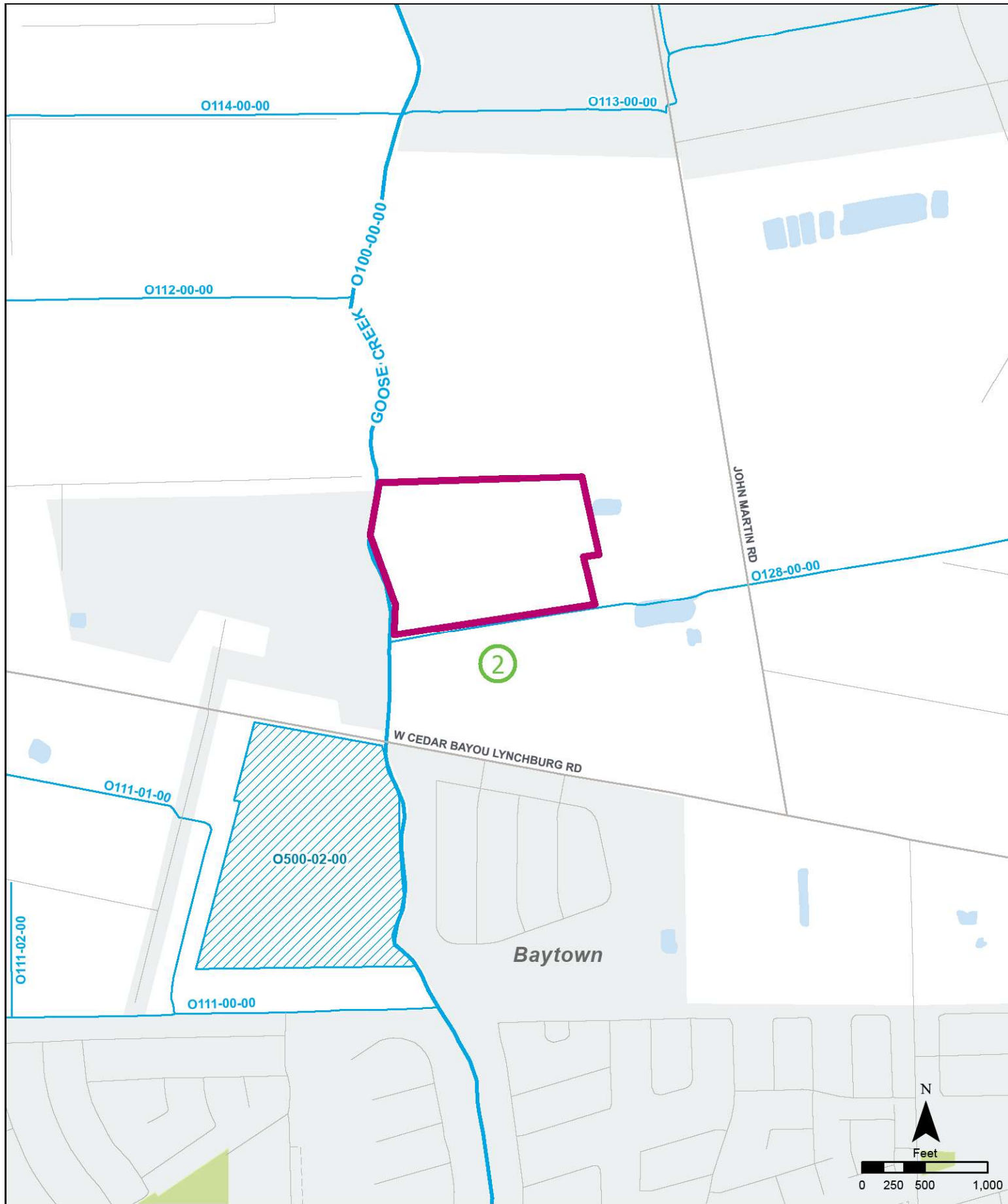
**WHEREAS**, it is to the mutual benefit of the City and the District to enter into this Agreement for the use and benefit of the public.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and through the Harris County Flood Control District and the City of Baytown, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.





# Project ID: O100-00-00-R002

Watershed: Spring Gully & Goose Creek  
Precinct: 2



HARRIS COUNTY

FLOOD CONTROL DISTRICT

EXHIBIT A

ROW ACQUISITION FOR PROPOSED CEDAR BAYOU LYNCHBURG SUB REGIONAL STORM WATER DETENTION BASIN

**Legend**

Channel System

— OPEN

--- STORM SEWER

--- HISTORICAL

Highways - Regional

— Freeway

— Major

— SH99 GRAND PARKWAY

STAR\*Map® Basemap Labels

STAR\*Map® Basemap

FREEWAY

FRONTAGE

TOLLWAY

HOV

RAMP

MAJOR

LOCAL

PRIVATE

PROPOSED

Parcels - Harris County

Harris County Boundary

Other County Boundaries

**County Vicinity Map**

**Notes**

The roadway data used in this map are derived from the STAR\*Map®. STAR\*Map is a registered trademark of the Houston-Galveston Area Council and the Geographic Data Committee.

Key Map® and the Key Map Unique Grid® are registered trademarks of Key Maps, Inc. and are protected by Federal Trademark law. Any use of the Key Map Unique Grid must have the written authorization of Key Maps, Inc.

1: 9,028

ft

9/2/2021



**EXHIBIT B**

**CEDAR BAYOU SUB-REGIONAL STORMWATER DETENTION BASIN**  
**Estimated Project Cost**

<b>Description</b>	<b>Totals</b>
ROW acquisition	\$3,100,000
<b>Project Total</b>	<b>\$3,100,000</b>
<b>Baytown Share (50%)</b>	<b>\$1,550,000</b>
<b>Harris County Share (50%)</b>	<b>\$1,550,000</b>



## CITY COUNCIL MEETING

5. e.

**Meeting Date:** 01/13/2022

**Subject:** Consider an ordinance authorizing an Interlocal Agreement with TxDOT for the Turn Lane Improvements of the Reconstruction of Rollingbrook 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

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### **Information**

#### **ITEM**

Consider an ordinance authorizing an Interlocal Agreement with TxDOT for the Turn Lane Improvements at Decker Drive and Spur 330 related to the Reconstruction of Rollingbrook Drive Project.

#### **PREFACE**

This proposed ordinance authorizes an interlocal agreement between the City of Baytown and Texas Department of Transportation (TxDOT) for the Turn Lane Improvements on Decker Drive and Spur 330 at Rollingbrook Drive. The turn lane improvements seek to remove a section of median and provide additional turn lanes to ease congestion at the intersection. The work will add a left turn lane, creating a left/straight through lane and a right turn only lane from Decker Drive to eastbound Rollingbrook Drive. The proposed work is planned to be constructed with the ongoing Rollingbrook Drive Reconstruction Project. The interlocal agreement is required by for the proposed turn lane improvement along the Frontage Road of Spur 330 (Decker Drive) as TxDOT is the controlling entity of Spur 330. The cost associated with the construction was approved previously approved by Council as part of the overall construction project on December 10, 2021. There will be an administrative fee of \$922.00 paid to TxDOT as part of this agreement.

Once the City approves this agreement it will be sent to TxDOT for execution.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 32002-85001-STCB7900-85001  
**Source of Funds (Operating/Capital/Bonds):** Bonds  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$922.00  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Interlocal with TXDOT  
Exhibit A - Agreement



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TURN LANE IMPROVEMENTS AT DECKER DRIVE AND SPUR 330 RELATED TO THE RECONSTRUCTION OF ROLLINGBROOK DRIVE PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED NINE HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$922.00); 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 Interlocal Agreement with the Texas Department of Transportation for the turn lane improvements at Decker Drive and Spur 330 related to the Reconstruction of Rollingbrook Drive 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 the Texas Department of Transportation in an amount not to exceed NINE HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$922.00) 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 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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney

## EXHIBIT "A"

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

### **AGREEMENT For A LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City of Baytown**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

#### **WITNESSETH**

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated January 13, 2022, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Project Location Map (Attachment B), which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

#### **AGREEMENT**

**1. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

<b>CSJ #</b>	
<b>District #</b>	<b>HOU - 12</b>
<b>Code Chart 64 #</b>	<b>03150</b>
<b>Project Name</b>	<b>SPUR 330 (Decker Dr)</b>

## 2. **Scope of Work**

The Project consists of the design and construction of a reconfigured pavement island on the West Bound Spur 330 Access Road at Rollingbrook Drive Baytown, Harris County, Texas. All design and construction work will be provided by the Local Government, its consultant, or its contractor. There will be no exchange of right of way or utilities.

## 3. **Local Project Sources and Uses of Funds**

- A. The total estimated cost of the Project is shown in Attachment C, Local On-System Improvement Project Budget (Attachment C), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment C. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment C shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment C. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment C. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment C by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment C is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment C.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 6 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it



<b>CSJ #</b>	
<b>District #</b>	<b>HOU - 12</b>
<b>Code Chart 64 #</b>	<b>03150</b>
<b>Project Name</b>	<b>SPUR 330 (Decker Dr)</b>

determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

#### **4. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

#### **5. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

#### **6. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

#### **7. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

<b>CSJ #</b>	
<b>District #</b>	<b>HOU - 12</b>
<b>Code Chart 64 #</b>	<b>03150</b>
<b>Project Name</b>	<b>SPUR 330 (Decker Dr)</b>

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

**9. Right of Way and Real Property**

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

**10. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

**11. Compliance with Texas Accessibility Standards and ADA**

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**12. Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction

<b>CSJ #</b>	
<b>District #</b>	<b>HOU - 12</b>
<b>Code Chart 64 #</b>	<b>03150</b>
<b>Project Name</b>	<b>SPUR 330 (Decker Dr)</b>

within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

### **13. Project Maintenance**

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

### **14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government</b>	<b>State</b>
Juan Macias, P.E., C.F.M. Project Manager City of Baytown 2123 Market Street Baytown, TX 77522	Director of Contract Services Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

### **15. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

<b>CSJ #</b>	
<b>District #</b>	<b>HOU - 12</b>
<b>Code Chart 64 #</b>	<b>03150</b>
<b>Project Name</b>	<b>SPUR 330 (Decker Dr)</b>

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**20. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**21. Insurance**

Before beginning work on the state highway system, the Local Government or its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

<b>CSJ #</b>	
<b>District #</b>	<b>HOU - 12</b>
<b>Code Chart 64 #</b>	<b>03150</b>
<b>Project Name</b>	<b>SPUR 330 (Decker Dr)</b>

**22. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

**23. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth Stewart

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services

\_\_\_\_\_  
Typed or Printed Title

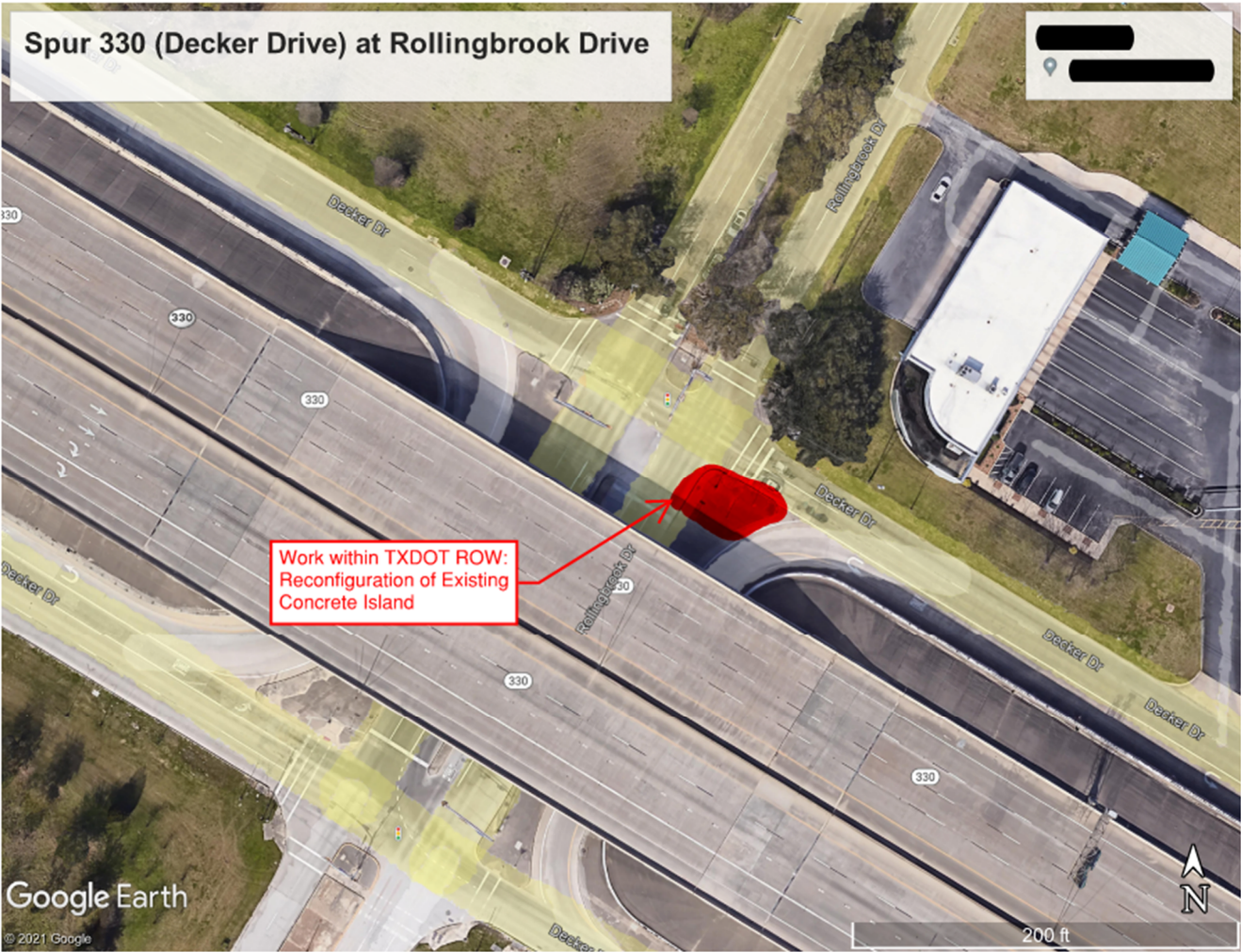
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Date

\_\_\_\_\_  
Date

CSJ #	
District #	HOU - 12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

**ATTACHMENT B**  
**PROJECT LOCATION MAP**



CSJ #	
District #	HOU-12
Code Chart 64 #	03150
Project Name	SPUR 330 (Decker Dr)

**ATTACHMENT C**  
**LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET**  
**(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

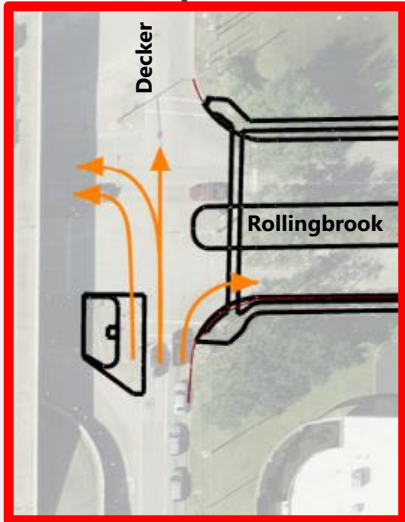
Description	Estimated Costs	Subtotals
<b>PROJECT PHASES:</b> Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$	
Right of Way	\$	
Engineering	\$2,000.00	
Utility Work	\$	
Construction	\$20,000.00	
Subtotal for Project Phases		\$22,000.00
<b>DIRECT STATE COSTS:</b>	<b>Paid By:</b> <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> State	
Environmental	\$	
Right of Way	\$	
Engineering	\$80.00	
Utility Work	\$	
Construction	\$800.00	
Subtotal for Direct State Costs		\$880.00
<b>INDIRECT STATE COSTS:</b>	<b>Paid By:</b> <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$42.00
<b>TOTAL ESTIMATED COST OF PROJECT</b>		<b>\$22,922.00</b>

<b>\$922.00</b>	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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## Project Layout

Close Up View



See left for  
Close Up View

\*Orange arrows on Decker Frontage Road have been added to demonstrate how vehicles will be able to travel after the improvements are made.



## CITY COUNCIL MEETING

6. a.

**Meeting Date:** 01/13/2022

**Subject:** 2020 Annual Waterline Rehabilitation Contract awarded to SKE Construction, LLC  
Change Order No. 1

**Prepared for:** Sterling Beaver, Public Works/Engineering/BAWA, Utilities

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

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance approving Change Order No. 1 to the Annual Waterline Rehabilitation contract awarded to SKE Construction, LLC.

#### **PREFACE**

This proposed ordinance authorizes Change Order No. 1 with SKE Construction, LLC., in the amount of \$120,000 for the Annual Waterline Rehabilitation contract.

The scope of this change order will consist of additional replacement and installation of defective large water valves ranging in size from two (2) inches to ten (10) inches, and emergency on-call work items. These water valves must be functional so that water meter testing can occur. This is to enhance the accuracy of metering and maintain water quality. Furthermore, the City will utilize the change order to recapitalize aging infrastructure in which the age, pipe material, and/or repair history warrants rehabilitation and/or replacement for water lines.

---

### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 10350-73047  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** 120,000  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Change Order No. 1  
Exhibit A - Change Order No. 1  
Meter Repair Rate  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING CHANGE ORDER NO. 1 TO THE ANNUAL WATERLINE REHABILITATION CONTRACT AWARDED TO SKE CONSTRUCTION LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00); 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 approve Change Order No. 1 to the Annual Waterline Rehabilitation Contract awarded to SKE Construction LLC, in an amount not to exceed ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00). 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 13<sup>th</sup> day of January, 2022.

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BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney



## EXHIBIT "A"



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

## CHANGE ORDER

## Annual Water Rehabilitation

Date of Issuance: 1/13/2022  
Contractor: SKE Construction, LLC  
Designer: \_\_\_\_\_  
**Explanation:**

Change Order No.: 1  
CoB Project No.: Annual Water Rehab  
P.O. No.: R2104167

This change order encompasses the following:

Line items added to contract for large meter valves in need of repairs, the quantities listed below are representative and not actual. Repairs will be addressed based on American Water Works Association (AWWA) priorities. SKE Construction has the ability to repair or replace meters for pipes ranging from 2 through 10 inches in diameter. Funding from Utility Services has been allocated aforementioned contingency work (\$120,000.00).

<u>Add Items</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Time</u>
CO1-A1 2" Water Meter valve replacement parts & labor -	\$ 6,000.00	20	_____
CO1-A2 3" Water Meter valve replacement parts & labor -	\$ 7,500.00	As Needed	_____
CO1-A3 4" Water Meter valve replacement parts & labor -	\$ 9,000.00	As Needed	_____
CO1-A4 6" Water Meter valve replacement parts & labor -	\$ 10,500.00	As Needed	_____
CO1-A5 8" Water Meter valve replacement parts & labor -	\$ 14,400.00	As Needed	_____
CO1-A6 10" Water Meter valve replacement parts & labor -	\$ 19,500.00	As Needed	_____
Total	\$ 120,000.00		

**Please attach back-up documentation:** Proposal Dated 10/12/2021.

Cost & Time Change Summary

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ 1,000,000.00	_____ Days
Previous Change Order(s):	\$ -	_____ Days
Contract prior to this change order:	\$ 1,000,000.00	_____ Days
Net increase (decrease) from this change order	\$ 120,000.00	_____ Days
<b>Revised Contract:</b>	<b>\$ 1,120,000.00</b>	_____ Days

Finance Approval: \_\_\_\_\_ Date: \_\_\_\_\_

RECOMMENDED:

RECOMMENDED:

By: N/A Date: \_\_\_\_\_  
Design Engineer

By: Frankie Date: 01/04/2022  
Director of Public Works & Engineering

ACCEPTED\*:

APPROVED:

By: [Signature] Date: 1-3-22  
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.



SKE Construction, LLC



Water Meter Valve Replacement

Baytown, TX

Bid Date: 10/12/2021

Item #	Description of Item	Unit	Est. Quant.	Unit Price	Est. Total
1	2" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR (EXCLUDES TAPS)	EA	1	\$ 6,000.00	\$ 6,000.00
2	3" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 7,500.00	\$ 7,500.00
3	4" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 9,000.00	\$ 9,000.00
4	6" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 10,500.00	\$ 10,500.00
5	8" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 14,400.00	\$ 14,400.00
6	10" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 19,500.00	\$ 19,500.00

SKE Construction, LLC



Water Meter Valve Replacement

Baytown, TX

Bid Date: 10/12/2021

Item #	Description of Item	Unit	Est. Quant.	Unit Price	Est. Total
1	2" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR (EXCLUDES TAPS)	EA	1	\$ 6,000.00	\$ 6,000.00
2	3" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 7,500.00	\$ 7,500.00
3	4" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 9,000.00	\$ 9,000.00
4	6" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 10,500.00	\$ 10,500.00
5	8" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 14,400.00	\$ 14,400.00
6	10" WATER METER VALVE REPLACEMENT - ALL INCLUSIVE OF PARTS & LABOR(EXCLUDES TAPS)	EA	1	\$ 19,500.00	\$ 19,500.00



**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** 2020 Annual Waterline Rehabilitation Contract awarded to SKE Constr

**Company Name:** SKE Construction, LLC

**Department:** Public Works

**Date:** 12/21/2021

**Council Date:** 01/13/2022

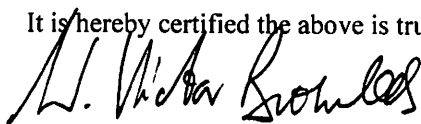
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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

12/21/2021

\_\_\_\_\_  
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



## CITY COUNCIL MEETING

6. b.

**Meeting Date:** 01/13/2022

**Subject:** Approving a construction contract between BAWA & LEM Construction Company for the Water Treatment Plant Filter Air Scour Improvements 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

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### **Information**

#### **ITEM**

Consider an ordinance approving a construction contract between the Baytown Area Water Authority and LEM Construction Company, Inc., for the Baytown Area Water Authority's Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project.

#### **PREFACE**

This proposed ordinance approving a construction contract between the Baytown Area Water Authority ("BAWA") and LEM Construction Company, Inc., (the "Contractor") for the BAWA Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project (the "Project") in the amount of \$4,903,000.

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

Advertising for the project commenced on October 26, 2021, and November 2, 2021. A non-mandatory pre-bid meeting was held on November 11, 2021, at 3:00 P.M. A total of three (3) proposals were received and publicly opened and read out loud on November 18, 2021, at 2:00 P.M., via the City's electronic bidding software and Zoom. Three (3) proposals were received, ranging from \$4,665,350.00 to \$4,903,000.00. The proposals were evaluated utilizing the following criteria listed in the bid documents:

Cost Proposal	75%
Experience with similar projects within past 5 years	7%
Experience and qualifications of key project personnel	6%
Demonstrate ability to meet schedule on similar projects	4%
Subcontractors qualifications and work history with general contractor	4%
Quality assurance and safety record	2%
Current Workload	2%
Total:	100%

All firms were interviewed, and interviews were conducted on November 29, 2021. LEM Construction Company, Inc., received the highest total evaluation score of 85.0%.

The base bid (without alternates) for the best value proposer was \$3,194,000.00. The base bid consists of furnishing all labor, materials, equipment, and incidentals required for the construction of the air scour system using the Aries Managed Air Scour System, which requires no removal of media. Two (2) additive alternates were included in the bid process to obtain pricing. The value of the addition of the alternates was determined to be in the best interest of the Baytown Area Water Authority. The alternates included in the bid process are outlined below:

- Alternate #1: Furnish and install a new fixed air grid system inside each filter, and remove and replace filter media as required for construction.
- Alternate #2: Remove existing media and install new filter media in all eight (8) filter basins.

Staff completed the evaluation rating of the contractors, alternates, and recommends that the BAWA Water Treatment Plant Filter Air Scour Improvements Project contract be awarded to the most qualified proposer, LEM Construction Company, Inc for a total of amount of \$4,903,000.00 that includes the Base Bid and both Alternate No. One (1) and Alternate No. Two (2).

The contract construction duration is 425 calendar days from Notice to Proceed. The contract duration includes the lead time for materials, estimated to be four to six months from Notice to Proceed. This item was approved by the BAWA Board on December 15, 2021.

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**Fiscal Impact**

<b><u>Fiscal Year:</u></b>	2022
<b><u>Acct Code:</u></b>	51804-85001-BAWA1901-85001
<b><u>Source of Funds (Operating/Capital/Bonds):</u></b>	CIP
<b><u>Funds Budgeted Y/N:</u></b>	Y
<b><u>Amount Needed:</u></b>	\$4,903,000.00
<b><u>Fiscal Impact (Additional Information):</u></b>	

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**Attachments**

Ordinance - Approving Construction Contract (BAWA)  
Engineer's Recommendation Letter  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,  
APPROVING A CONSTRUCTION CONTRACT BETWEEN THE BAYTOWN AREA  
WATER AUTHORITY AND LEM CONSTRUCTION CO., INC., FOR THE FRITZ  
LANHAM WATER TREATMENT PLANT FILTER AIR SCOUR IMPROVEMENTS  
PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the Baytown Area Water Authority's enabling legislation requires that the City Council approve the contract before Baytown Area Water Authority ("BAWA") enters into the same; and

WHEREAS, on December 15, 2021, the Board of Directors of BAWA met and approved the construction contract between the Baytown Area Water Authority and LEM Construction Co., Inc., for the Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project; and

WHEREAS, the City of Baytown desires to approve such construction contract; NOW THEREFORE,

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

Section 1: That the recitals set forth hereinabove are hereby found to be true and correct and are hereby adopted.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves the construction contract between the Baytown Area Water Authority and LEM Construction Co., Inc., for the Fritz Lanham Water Treatment Plant Filter Air Scour Improvements Project in an amount not to exceed FOUR MILLION NINE HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$4,903,000.00).

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 13<sup>th</sup> day of January, 2022.

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BRANDON CAPETILLO, Mayor

ATTEST:

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ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney



December 2, 2021

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

**RE: Recommendation of Bid Award for:**  
**Baytown Area Water Authority Fritz Lanham Water Treatment Plant**  
**Filter Air Scour Improvements (CSP 22-1009)**

Dear Mr. Simoneaux:

On November 18, 2021, bid proposals were received for the construction of the above referenced project. The work consists of furnishing all labor, materials, equipment, and incidentals required to construct an air scour system in the filters of the Baytown Area Water Authority Fritz Lanham Water Treatment Plant (BAWA WTP) and all other necessary appurtenances for a fully functioning facility as described in the contract drawings and specifications. The project included two (2) alternates; the alternates included are outlined below:

- Alternate No. 1: Extra price to furnish and install a new fixed air grid system along with the removal and replacement of existing media required for construction.
- Alternate No. 2: Extra price to remove and replace the filter media of each filter basin with new media.

Three (3) construction firms participated in the competitive sealed process. The proposals were checked for completeness and for mathematical errors and bid irregularities. The proposals ranged from \$4,665,350.00 to \$4,903,000.00. The competitive sealed process documented in the bid documents presented the following criteria for determination of best value for the City.

Competitive Sealed Proposal Selection Criteria		
1)	Cost Proposal	75%
2)	Experience with major subcontracts and with similar projects within past 5 years	7%
3)	Experience and qualifications of key project personnel	6%
4)	Demonstrate ability to meet schedule on similar projects	4%
5)	Subcontracts qualifications and work history with general contractor	4%
6)	Quality Assurance and Safety Record	2%
7)	Current Workload	2%
	Total	100%



City staff met on November 19, 2021 to review proposals and determine scoring of each proposal based on the selection criteria defined above. Additionally, an interview was conducted on November 29, 2021 with all three bidders. Based on the selection criteria, the respondent construction firms were ranked as follows.

General Contractor	Best Value Evaluation Total Score
LEM Construction Co., Inc	85.0
Stolz Mechanical Contractors	82.0
C3 Constructors, Inc.	66.2

Based on the evaluation of the proposals and subsequent interviews, City staff, along with Ardurra Group, Inc recommend that the City of Baytown/Baytown Area Water Authority award the project to LEM Construction Co., Inc to perform the construction of the new Air Scour Filter Improvements at the BAWA Lanham Fritz Water Treatment Plant based on the Best Value Criteria, for a total amount of \$4,903,000 that includes base bid and two alternates.

We appreciate the opportunity to continue to work with the City on this project. If you have any questions, please do not hesitate to contact us at 713-208-9463.

Sincerely,  
**Ardurra Group, Inc.**

Yue Sun, P.E., BCEE  
Practice Leader

**City of Baytown  
Water Treatment Plant  
Air Scour Filter Improvements  
Bid Tabulation**

NO.	ITEM DESCRIPTION	UNIT	QTY.	Engineer OPCC		Stolz Mechanical Contractors		C3 Constructors, Inc.		LEM Construction Co., INC.	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
				PER ITEM	PER ITEM	PER ITEM	PER ITEM	PER ITEM	PER ITEM	PER ITEM	PER ITEM
<b>TABLE 1. BASE BID PRICES</b>											
A1	Mobilization, Bonds and Insurance (not to exceed 5% of Total Bid Amount).	LS	1	\$255,423.00	\$255,423.00	\$316,000.00	\$316,000.00	\$319,400.00	\$319,400.00	\$220,000.00	\$220,000.00
A2	Storm Water Pollution Prevention Plan (SWPPP) and storm water control measures.	LS	1	\$8,000.00	\$8,000.00	\$3,250.00	\$3,250.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00
B1	Construct a new pre-engineered metal canopy system as Air Scour Blower Building, including structural steel, anchor bolts, monorail, electrically trolley, electrical hoist, light fixtures, and all appurtenances required, to house new air scour blowers and electrical equipment, as shown on plans and described in specifications	LS	1	\$222,942.00	\$222,942.00	\$260,500.00	\$260,500.00	\$262,200.00	\$262,200.00	\$420,000.00	\$420,000.00
B2	Furnish and install two (2) air scour blowers, associated appurtenances, and local control panels, with necessary electrical, instrumentation and control and SCADA integration complete in place to make a fully-functional system as shown on plans and described in specifications	LS	1	\$609,729.00	\$609,729.00	\$429,000.00	\$429,000.00	\$374,600.00	\$374,600.00	\$500,000.00	\$500,000.00
B3	Furnish and install air piping from air scour blowers to the filters, air scour valves and actuators, air piping supports and structural supports, with necessary electrical, instrumentation and control and SCADA integration as shown on plans and described in specifications	LS	1	\$660,077.00	\$660,077.00	\$725,400.00	\$725,400.00	\$785,000.00	\$785,000.00	\$1,205,000.00	\$1,205,000.00
B4	Demolish existing surface wash system, motors, controls, and appurtenance in their entirety, including surface wash agitator header, agitator assembly, rotation indicator, and header support assembly, etc. as shown on plans and described in specifications	LS	1	\$68,986.00	\$68,986.00	\$26,000.00	\$26,000.00	\$24,800.00	\$24,800.00	\$100,000.00	\$100,000.00
B5	Furnish and install eight (8) inches of anthracite filter media to eight (8) existing filters as shown on plans and described in specifications	EA	8	\$16,611.00	\$132,888.00	\$204,000.00	\$204,000.00	\$160,400.00	\$160,400.00	\$140,000.00	\$140,000.00
B6	Furnish and install a new air grid system inside each filter, inclusive of air supply header, drop pipes, manifolds, laterals and diffusers, and installation should not require removal of existing filter media, as shown on plans and described in specifications	LS	1	\$1,164,134.31	\$1,164,134.31	\$156,400.00	\$1,251,200.00	\$128,887.50	\$1,031,100.00	\$160,000.00	\$1,280,000.00
B7	Furnish and install new 1500 kVA transformer to replace existing 1000 kVA transformer "T-SWBD1" and all appurtenances as shown on plans and described in specifications	LS	1	\$161,352.00	\$161,352.00	\$235,400.00	\$235,400.00	\$232,700.00	\$232,700.00	\$65,000.00	\$65,000.00
<b>Total Lump Sum Base Bid Prices</b>					<b>\$3,283,531.31</b>		<b>\$3,450,750.00</b>		<b>\$3,194,000.00</b>		<b>\$3,935,000.00</b>
<b>ADDITIVE ALTERNATE NO. 1 BID PRICES</b>											
C1	Extra Price to furnish and install a new fixed air grid system inside each filter, inclusive of air supply header, drop pipes, manifolds, laterals and diffusers, and supporting anchors, installation would require removal of existing filter media, as shown on plans and described in specifications	EA	8	\$43,906.80	\$351,254.00	\$40,625.00	\$325,000.00	\$32,000.00	\$256,000.00	\$25,000.00	\$200,000.00
C2	Remove filter media for installation of fixed air grid system, and place media back upon completion of the installation as shown on plans and described in specifications	EA	8	\$24,880.65	\$199,045.00	\$35,000.00	\$280,000.00	\$84,500.00	\$676,000.00	\$21,000.00	\$168,000.00
<b>Additive Alternative No. 1 Total Lump Sum Price</b>					<b>\$550,299.00</b>		<b>\$605,000.00</b>		<b>\$932,000.00</b>		<b>\$368,000.00</b>
<b>ADDITIVE ALTERNATE NO. 2 BID PRICES</b>											
D1	Furnish new filter media for Filters 1 - 8 as shown on plans and described in specifications	EA	8	\$56,090.00	\$448,720.00	\$48,200.00	\$385,600.00	\$49,300.00	\$394,400.00	\$45,000.00	\$360,000.00
D2	Remove filter media and install new media as shown on plans and described in specifications	EA	8	\$20,069.00	\$194,632.00	\$23,000.00	\$184,000.00	\$31,050.00	\$248,400.00	\$25,000.00	\$200,000.00
D3	Dispose of removed filter media as shown on plans and described in specifications	EA	8	\$8,881.00	\$71,048.00	\$5,000.00	\$40,000.00	\$3,400.00	\$27,200.00	\$5,000.00	\$40,000.00
<b>Additive Alternative No. 2 Total Lump Sum Price</b>					<b>\$714,400.00</b>		<b>\$609,600.00</b>		<b>\$670,000.00</b>		<b>\$600,000.00</b>
<b>TOTAL PRICE INCLUDING TOTAL BASE BID PRICE, ADD Alternative No. 1 and ADD Alternative No. 2 :</b>											
					<b>\$4,548,230.31</b>		<b>\$4,665,350.00</b>		<b>\$4,796,000.00</b>		<b>\$4,903,000.00</b>



**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Approving a construction contract between BAWA & LEM Construction

**Company Name:** LEM Construction Company, Inc

**Department:** Public Works

**Date:** 12/21/2021

**Council Date:** 01/13/2022

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:

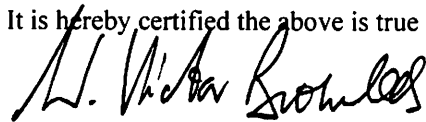
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☒ not to be indebted to the City.

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



Director of Finance

12/21/2021

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



## **CITY COUNCIL MEETING**

**6. c.**

**Meeting Date:** 01/13/2022

**Subject:** Consider Ordinance Approving Payment of Water System Fee to TCEQ

**Prepared for:** Sterling Beaver, Public Works/Engineering/BAWA, Utilities

**Prepared by:** Tim Lancon, Public Works/Engineering/BAWA

**Department:** Public Works/Engineering/BAWA

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### **Information**

#### **ITEM**

Consider an ordinance approving payment to the Texas Commission of Environmental Quality for the City of Baytown's annual water system fee.

#### **PREFACE**

This proposed ordinance approves a payment to the Texas Commission on Environmental Quality (TCEQ) for the city of Baytown's annual water system fee in the amount of \$85,154.65.

Per 30 T.A.C 290.51, the water system fee is to fund a State program for collection and analysis of drinking water for chemicals, review of system data for evaluation of sampling wavers, inspection of public water systems, review of new systems and major improvements to existing systems, and technical assistance as needed. The fee is mandatory and must be paid to maintain the City's license.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 30410-74021  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$85,154.65  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Payment of Water System Fee to TCEQ  
TCEQ 2022 Water System Fees

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHTY-FIVE THOUSAND ONE HUNDRED FIFTY-FOUR AND 65/100 DOLLARS (\$85,154.65) TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR THE ANNUAL FEE FOR THE CITY'S WATER SYSTEM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") has established fees for service provided by it to public water systems; and

WHEREAS, the purpose of this fee is to provide the following:

- scheduling the analysis of drinking water for chemical content;
- collecting of samples of drinking water for analysis of chemical content;
- reviewing system data for evaluation of system waivers;
- inspecting public water systems;
- reviewing plans for new systems and major improvements to existing systems; and
- providing technical assistance as needed; and

WHEREAS, the fees for services to the drinking water system are assessed annually and due January 1 of each year pursuant to 30 T.A.C. §290.51; 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, Texas, hereby authorizes payment in the amount of EIGHTY-FIVE THOUSAND ONE HUNDRED FIFTY-FOUR AND 65/100 DOLLARS (\$85,154.65) to the Texas Commission on Environmental Quality for the annual fee for the City's water system.

Section 2: That the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in the amount authorized in Section 1 hereinabove 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 Texas Commission on Environmental Quality 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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney



TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY

# INVOICE

COMPANY: CITY OF BAYTOWN  
ACCOUNT: 91010003

DETACH BOTTOM PORTION AND RETURN ORIGINAL COUPON WITH PAYMENT

PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
91010003	NOV15, 21	0.00	0.00	85,154.65

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
NOV30, 21	PHS0201398	REG_NUMBER 1010003 FY22 WATER SYSTEM FEE	85,154.65	85,154.65

This fee is based on data reported from the last inspection. Please call 512-239-4691 for assistance with the calculation of your fee.

85,154.65

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT   
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

NOV15, 21

DETACH THIS PORTION AND RETURN WITH  
CHECK OR MONEY ORDER PAYABLE TO:



TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
91010003	85,154.65

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.  
PLEASE INDICATE ADDRESS CHANGE ON BACK

**INVOICES NOT PAID WITHIN  
30 DAYS OF INVOICE DATE WILL  
ACCRUE PENALTIES**

CITY OF BAYTOWN  
PUBLIC WORKS

PO BOX 424  
BAYTOWN TX 77522-0424

0091010003 1533367 00085154651231215

# PAYMENT INFORMATION

**INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES**

**DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.**

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality**. Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: [www.tceq.texas.gov/epay/](http://www.tceq.texas.gov/epay/)

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

**Texas Commission on Environmental Quality**  
P.O. Box 13088 - MC214  
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

- |   |  |
|---|--|
| 1. Your name and account number             | 3. The date and reference number of the transaction(s) in question |
| 2. The dollar amount of the suspected error | 4. Description of the suspected error                              |

**The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.**

For Accounting questions, please contact:

<b>Waste Fees</b>	(VCP, ILP, RLA, BYP) .....	512/239-0548
	(HWG, NWG, HWF, NWF) .....	512/239-6174
	(SWD, WMS, SWM) .....	512/239-0355
	(WMB, BLP, SDP, TOX) .....	512/239-0355
<b>Tier 2 Reporting</b>	(T2M, T2NM, T2PE) .....	512/239-0355
<b>Water Fees</b>	(GPS, GPW, PHS, RAF) .....	512/239-0366
	(BWM, CRW, RGR, STX) .....	512/239-0366
	(CWQ, WQA, WWI, WWIR, EAP) .....	512/239-0366
	(WUF, WTR) .....	512/239-0366
<b>Air Fees</b>	(AEF, EIF, EIT) .....	512/239-0355
<b>Admin Penalties</b>	(CAV, DCP, WDV, WQV, QWV, BPF2) .....	512/239-0548
<b>Dry Cleaning Fees</b>	(DCR) .....	512/239-6174

For Technical questions & address changes, please contact the program via the email contact below:

<b>AEF</b> AIR EMISSIONS FEE	airfees@tceq.texas.gov	<b>PHS</b> PUBLIC HEALTH SERVICE	Wufees@tceq.texas.gov
<b>BLP</b> WATERSHED MGMT. BENEF. LAND APPLI	WQ-ARPTeam@tceq.texas.gov	<b>RGR</b> RIO GRANDE WATERMASTER	watermaster@tceq.texas.gov
<b>BWM</b> BRAZOS WATER MASTER	brazoswm@tceq.texas.gov	<b>RLA</b> RADIOACTIVE SUBSTANCE LICENSING FEE	radmat@tceq.texas.gov
<b>BYP</b> RADIOACTIVE BY-PRODUCTS DISPOSAL	radmat@tceq.texas.gov	<b>RAF</b> REGULATORY ASSESSMENT FEE	Wufees@tceq.texas.gov
<b>CAV</b> ADMIN PENAL. - AIR POLL	actrec@tceq.texas.gov	<b>SDP</b> SURFACE DISPOSAL FEE	WQ-ARPTeam@tceq.texas.gov
<b>CRW</b> CONCHO RIVER WATERMASTER	conchowm@tceq.texas.gov	<b>STX</b> SOUTH TEXAS WATERMASTER	watermaster@tceq.texas.gov
<b>CWQ</b> CONSOLIDATED WATER QUALITY FEE	WQ-ARPTeam@tceq.texas.gov	<b>SWD</b> SOLID WASTE DISPOSAL FACILITIES	mswper@tceq.texas.gov
<b>DCP</b> ADMIN PENAL. - DRY CLEANING	actrec@tceq.texas.gov	<b>SWM</b> SOLID WASTE MEDICAL TRANSPORTER FEE	wasteval@tceq.texas.gov
<b>DCR</b> DRYCLEANING REGISTRATION FEE	dcreg@tceq.texas.gov	<b>T2M, T2NM, T2PE</b> TIER II CHEMICAL REPORTING	Tier2Help@tceq.texas.gov
<b>EIF</b> AIR INSPECTION FEE	airfees@tceq.texas.gov	<b>TOX</b> TOXIC REPORTING FEE	toxic@tceq.texas.gov
<b>GPS</b> GENERAL PERMIT STORMWATER FEE	SWPermit@tceq.texas.gov	<b>VCP</b> VOLUNTARY CLEAN-UP	vcp@tceq.texas.gov
<b>GPW</b> GENERAL PERMIT WASTEWATER FEE	WQ-ARPTeam@tceq.texas.gov	<b>WDV</b> ADMIN PENAL. - WASTE DISP.	actrec@tceq.texas.gov
<b>HWF</b> HAZARDOUS WASTE FACILITIES	ihwper@tceq.texas.gov	<b>WMB</b> WATERSHED MGMT. BENEF. LAND USE	WQ-ARPTeam@tceq.texas.gov
<b>HWG</b> HAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	<b>WMS</b> WATERSHED MGMT. SLUDGE HAULERS	wasteval@tceq.texas.gov
<b>ILP</b> INNOCENT LANDOWNER	vcp@tceq.texas.gov	<b>WQV</b> ADMIN PENAL. - WATER QUAL.	actrec@tceq.texas.gov
<b>NWF</b> NONHAZARDOUS WASTE FACILITY	ihwper@tceq.texas.gov	<b>WTR</b> WASTERWATER TRMT. RESRCH. COUNCIL	ossf@tceq.texas.gov
<b>NWG</b> NONHAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	<b>WUF</b> WATER USE ASSESSMENT (WTR. RIGHTS)	wateruse@tceq.texas.gov

## EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year (FY) and the quarter of the year (QTR) to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2021 of 4.25% per annum will be assessed. **In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.**

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

TCEQ VIPP FORM AR41A1 09-24-2020

**TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY  
PO BOX 13089  
AUSTIN TX 78711-3089**

Note: TO CHANGE ACCOUNT NAME,  
A CORE DATA FORM MUST BE SUBMITTED.





## CITY COUNCIL MEETING

6. d.

**Meeting Date:** 01/13/2022

**Subject:** The Lincoln National Life Insurance Company Payment

**Prepared for:** Carol Flynt, Human Resources

**Prepared by:** Joey Lopez, Human Resources

**Department:** Human Resources

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### **Information**

#### **ITEM**

Consider an ordinance authorizing payment with The Lincoln National Life Insurance Company as the carrier/administrator for the City of Baytown's long-term disability benefits.

#### **PREFACE**

This proposed ordinance authorizes payment to The Lincoln National Life Insurance Company as the carrier/administrator for the City of Baytown's long-term disability benefits in an amount not to exceed \$195,000. Long-term disability insurance covers a portion of an employee's income when the employee has become injured or seriously ill and cannot work for an extended period of time.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 11910-74021  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$97,500  
**Fiscal Impact (Additional Information):**

**Fiscal Year:** 2022  
**Acct Code:** 11930-74021  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$97,500  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Lincoln National Life Insurance Company Payment  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE AGREEMENT WITH THE LINCOLN NATIONAL LIFE INSURANCE COMPANY AS THE CARRIER/ADMINISTRATOR FOR THE CITY OF BAYTOWN'S LONG-TERM DISABILITY BENEFITS; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$195,000.00); 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 renews its agreement with The Lincoln National Life Insurance Company as the carrier/administrator for the City of Baytown's long-term disability benefits for an additional one-year term.

Section 2: That the City Council of the City of Baytown authorizes payment to The Lincoln National Life Insurance Company in an amount not to exceed ONE HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$195,000.00) to The Lincoln National Life Insurance Company as the carrier/administrator for the City of Baytown's long-term disability benefits 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 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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** The Lincoln National Life Insurance Company Payment

**Company Name:** The Lincoln National Life Insurance Company

**Department:** Human Resources

**Date:** 12/08/21

**Council Date:** 01/13/2022

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:

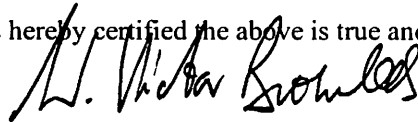
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☒ not to be indebted to the City.

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



12/08/21

\_\_\_\_\_  
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



## CITY COUNCIL MEETING

6. e.

**Meeting Date:** 01/13/2022

**Subject:** Amending Ordinance No. 14,370 to prescribe the number of positions in the classification "Service Group - Police"

**Prepared for:** Carol Flynt, Human Resources

**Prepared by:** Carol Flynt, Human Resources

**Department:** Human Resources

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### **Information**

#### **ITEM**

Consider an ordinance amending Ordinance No. 14,370 to prescribe the number of positions in the classification "Service Group - Police."

#### **PREFACE**

This proposed ordinance amends Ordinance No. 14,370 to prescribe the number of positions in the classification "Service Group - Police."

The Police Department is recommending the reclassification of one Patrol Officer position to a Lieutenant position. The Police department will have the following number of positions in each classification:

<b>Classification</b>	<b>Existing Number of Positions</b>	<b>New Number of Positions</b>	
Chief of Police	1	1	
Assistant Chief	3 (In accordance with Chapter 143 of the Texas Local Government Code, 2 appointed assistant chief positions and 1 tested assistant chief position until the retirement of the person holding the tested assistant chief position. Upon such retirement, 3 appointed assistant chief positions)	3 (In accordance with Chapter 143 of the Texas Local Government Code, 3 appointed assistant chief positions.)	
Lieutenant	9	10	
Sergeant	19	19	
Patrol Officer	143	142	
<b>Total</b>	<b>175</b>	<b>175</b>	

Civil service law requires the City Council to provide for the classification of all police officers, and to establish the number of positions in each classification.

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**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.

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**Attachments**

Ordinance - Amending Ordinance No. 14,370

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING ORDINANCE NO. 14,370 PRESCRIBING THE NUMBER OF POSITIONS IN THE CLASSIFICATION "SERVICE GROUP – POLICE" TO UPDATE THE NUMBER OF POSITIONS IN EACH CLASSIFICATION; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, Section 143.021(a) of the Texas Local Government Code requires that the City Council by ordinance prescribe the classifications of all police officers by ordinance; and

WHEREAS, the City Council last prescribed the classifications of all police officers and the number of positions in each classification of the Police Department on March 26, 2020, via Ordinance No. 14,370 as follows:

Chief of Police .....	1
Assistant Chief .....	3
(In accordance with Chapter 143 of the Texas Local Government Code, 2 appointed assistant chief positions and 1 tested assistant chief position until the retirement of the person holding the tested assistant chief position. Upon such retirement, 3 appointed assistant chief positions)	
Lieutenant .....	9
Sergeant.....	19
Patrol Officer .....	143; and

WHEREAS, the City Council now desires to amend a classification in "Service Group – Police" to provide for the reclassification of one (1) Patrol Officer position to a Lieutenant Position; NOW THEREFORE,

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

Section 1: That Section 1 of Ordinance No. 14,370, passed the 26<sup>th</sup> day of March, 2020, relating to the number of positions in the Classification "Service Group-Police," is hereby amended to read as follows:

That the number of positions in each classification in the police department shall be as follows:

Chief of Police.....	1
Assistant Chief .....	3
(In accordance with Chapter 143 of the Texas Local Government Code, 3 appointed assistant chief positions)	
Lieutenant.....	10
Sergeant.....	19
Patrol Officer.....	142

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: 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 13<sup>th</sup> day of January, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

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ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney



## CITY COUNCIL MEETING

6. f.

**Meeting Date:** 01/13/2022

**Subject:** CivicPlus Software Annual Service Fee Payment

**Prepared for:** Clifford Hatch, Parks and Recreation

**Prepared by:** Clifford Hatch, Parks and Recreation

**Department:** Parks and Recreation

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### **Information**

#### **ITEM**

Consider an ordinance authorizing payment to CivicPlus LLC for the annual service fees for the Parks and Recreation Department's software system.

#### **PREFACE**

This proposed ordinance authorizes payment of \$51,187.50 to CivicPlus LLC for an annual fee to continue to utilize the Parks and Recreation Department software system.

The purpose of this fee is to provide the department with online registration, documentation, data backups, enhancements, and client support. The software system is currently used in all divisions of the Parks and Recreation Department and has provided a much better customer experience.

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### **Fiscal Impact**

**Fiscal Year:** 2021-22

**Acct Code:** 50113-72045

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** 51,187.50

**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - CivicPlus Software Annual Service Fee Payment

Invoice

Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$51,187.50) TO CIVICPLUS LLC FOR CIVICREC ANNUAL SOFTWARE LICENSING AND APPROVED PAYMENT GATEWAY ANNUAL FEE FOR THE PARKS AND RECREATION DEPARTMENT; 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 hereby authorizes the payment of FIFTY-ONE THOUSAND ONE HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$51,187.50) to CivicPlus LLC for CivicRec annual software licensing and fees for the Parks and Recreation Department recreation management software originally authorized by Ordinance No. 14,241 of the City Council of the City of Baytown.

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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney



# Invoice

## PAST DUE

CivicPlus LLC  
NEW REMITTANCE ADDRESS  
(FOR PAYMENTS ONLY)  
CivicPlus  
PO Box 1572  
Manhattan KS 66505

#216533

10/30/2021

PO # 2000744

### Bill To

Jenna Stevenson  
City of Baytown  
P.O. Box 424  
Baytown TX 77522

### TOTAL DUE

# \$51,187.50

Due Date: 11/29/2021

Terms	Due Date	PO #	Approving Authority
Net 30	11/29/2021	2000744	Jenna Stevenson

Qty	Item	Start Date	End Date
1	CivicRec annual software licensing.	10/30/2019	10/29/2023
0.25	Approved Payment Gateway Annual Fee	10/30/2019	10/29/2023

**Total** \$51,187.50

**Due** **\$51,187.50**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to [Accounting@civicplus.com](mailto:Accounting@civicplus.com).

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

A finance charge of 1.5% per month will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If you have any questions, please contact [accounting@civicplus.com](mailto:accounting@civicplus.com) or 888-228-2233 option 1, then option 3. Please retain this statement for your records. Thank you!

CivicPlus  
302 S 4th St.  
Suite 500  
Manhattan KS 66502

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** CivicPlus Software Annual Service Fee Payment

**Company Name:** CivivPlus

**Department:** Parks & Recreation

**Date:** 12/21/2021

**Council Date:** 01/13/2022

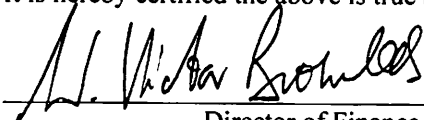
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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

12/21/2021

\_\_\_\_\_  
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



## CITY COUNCIL MEETING

6. g.

**Meeting Date:** 01/13/2022

**Subject:** Consider an ordinance authorizing the award of the Annual Portable Toilet Rental and Service

**Prepared for:** Clifford Hatch, Parks and Recreation

**Prepared by:** Carla Hommel, Finance

**Department:** Parks and Recreation

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### **Information**

#### **ITEM**

Consider an ordinance awarding the Annual Portable Toilet Rental and Service to Smooth Move Services, LLC.

#### **PREFACE**

This proposed ordinance awards the Annual Portable Toilet Rental and Service to Smooth Move Services, LLC, in the amount of \$75,394.00

The invitation to bid was advertised on November 2, and November 9, 2021, in The Baytown Sun. Bid notifications were sent to nine companies with five companies returning bids. The bid opening took place on November 17, 2021, at 2:00 P.M. in the Baytown City Hall and Smooth Move Services, LLC was selected as the best value for the City.

Portable toilets are used throughout various parks within Baytown and at special events which include, but are not limited to, Fourth of July and the Christmas Parade.

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### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 50210-74011  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$75,394.00  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Annual Portable Toilet Rental and Service  
Bid Tabulation  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF SMOOTH MOVE SERVICES LLC, FOR THE ANNUAL PORTABLE TOILET RENTAL AND SERVICE CONTRACT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND THREE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$75,394.00); 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 Division of the City of Baytown to advertise for bids for the Annual Portable Toilet Rental and Service Contract to be received November 17, 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 17, 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 hereby accepts the bid of Smooth Move Services LLC, for the Annual Portable Toilet Rental and Service Contract for an amount not to exceed SEVENTY-FIVE THOUSAND THREE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$75,394.00) and authorizing payment thereof.

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 13<sup>th</sup> day of January, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney

Annual Portable Toilet Rental Contract (#8064572)

Owner: Baytown TX, City of

Solicitor: Baytown TX, City of

11/17/2021 02:00 PM CST

United Site Services of Texas, Inc						Just in Time total site solutions		SMOOTH MOVE		Texas Outhouse		Snyder Sanitation					
Section	Title	Line Item	Item Description	UofM	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
MONTHLY RENTAL						\$49,560.00		\$55,356.00		\$65,274.00		\$76,440.00		\$92,160.00			
MONTHLY RATE PER UNIT FOR REGULAR PORTABLE																	
1 TOILETS-Service 6 times per week, PER MONTH						EA	12	\$230.00	\$2,760.00	\$353.00	\$4,236.00	\$368.00	\$4,416.00	\$520.00	\$6,240.00	\$660.00	\$7,920.00
MONTHLY RATE PER UNIT FOR HANDICAP ACCESSIBLE																	
2 PORTABLE TOILETS-Service 6 times per week						EA	48	\$300.00	\$14,400.00	\$435.00	\$20,880.00	\$575.00	\$27,600.00	\$650.00	\$31,200.00	\$780.00	\$37,440.00
MONTHLY RATE PER UNIT FOR HANDICAP ACCESSIBLE																	
PORTABLE TOILETS-Service 3 times per week- Monday, Thursday & Saturday. Monthly rate determined by each complete month						ea	120	\$270.00	\$32,400.00	\$252.00	\$30,240.00	\$277.15	\$33,258.00	\$325.00	\$39,000.00	\$390.00	\$46,800.00
DAILY RENTAL/SPECIAL EVENTS						\$2,272.00		\$872.00		\$4,249.25		\$8,125.00		\$7,210.00			
SPECIAL EVENT-DAILY RATE PER UNIT - Any day Monday-Sunday, regular toilets, no service. Unit to be delivered by noon, the day before the event and																	
4 picked up the day after the event or first Monday or						EA	22	\$40.00	\$880.00	\$15.00	\$330.00	\$74.75	\$1,644.50	\$150.00	\$3,300.00	\$130.00	\$2,860.00
Monday-Sunday, handicap accessible, no service. Unit to be delivered by noon, the day before the event and picked up the day after the event or first																	
5 Monda						EA	19	\$48.00	\$912.00	\$18.00	\$342.00	\$97.75	\$1,857.25	\$175.00	\$3,325.00	\$150.00	\$2,850.00
Wash stations rental weekend rate-any day, Monday-																	
6 Sunday. This includes seven units for July 4th						EA	10	\$48.00	\$480.00	\$20.00	\$200.00	\$74.75	\$747.50	\$150.00	\$1,500.00	\$150.00	\$1,500.00
JULY 4TH HOLIDAY (2 DAYS)						\$2,964.00		\$474.00		\$4,864.50		\$6,825.00		\$0.00			
7 Special Event July 4th Regular Unit						EA	22	\$40.00	\$880.00	\$15.00	\$330.00	\$63.25	\$1,391.50	\$150.00	\$3,300.00	\$0.00	\$0.00
8 Special Event July 4th Handicap Unit						EA	8	\$48.00	\$384.00	\$18.00	\$144.00	\$74.75	\$598.00	\$175.00	\$1,400.00	\$0.00	\$0.00
Medium Comfort Station as per specifications. 2 day rental for July 4th						EA	1	\$1,700.00	\$1,700.00	\$0.00	\$0.00	\$2,875.00	\$2,875.00	\$2,125.00	\$2,125.00	\$0.00	\$0.00
ADDITIONAL SERVICES						\$1,400.00		\$1,750.00		\$1,006.25		\$875.00		\$2,625.00			
Additional pumping/service. To be used for July 4th 10 service or upon request						EA	35	\$40.00	\$1,400.00	\$50.00	\$1,750.00	\$28.75	\$1,006.25	\$25.00	\$875.00	\$75.00	\$2,625.00
Base Bid Total:						\$56,196.00		\$58,452.00		\$75,394.00		\$92,265.00		\$101,995.00			



**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Annual Portable Toilet Rental Contract

**Company Name:** Smooth Move Services, LLC

**Department:** Parks & Recreation

**Date:** 12/9/21

**Council Date:** 01/13/2022

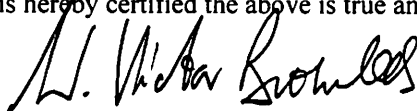
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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

12/9/21

\_\_\_\_\_  
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



## **CITY COUNCIL MEETING**

**6. h.**

**Meeting Date:** 01/13/2022

**Subject:** Budget amendment to reprogram funds for Modular Advanced Weapon Lasers

**Prepared for:** John Stringer, Police

**Prepared by:** Shawn Fischer, Police

**Department:** Police

---

### **Information**

#### **ITEM**

Consider an ordinance approving an amendment of the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the purchase of seventeen (17) B.E Meyers MAWL-DA (Modular Advanced Weapon Laser – Direct Action) IR/visible laser systems for the Baytown Police SWAT team from Down Range Thermal.

#### **PREFACE**

This proposed ordinance approves an amendment to the Baytown Crime Control and Prevention District ("CCPD") FY2021-2022 budget to reprogram funds from the contingency/new initiatives (20601-99002) to machinery & equipment (20601-73042) for the purchase of seventeen (17) B.E Meyers MAWL-DA (Modular Advanced Weapon Laser – Direct Action) IR/visible laser systems for the Baytown Police SWAT team from Down Range Thermal, through the competitive bid process in the amount of \$47,583. CCPD approved this item at its regular meeting 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):**

**Fiscal Year:** 2022

**Acct Code:** See Notes

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

**Funds Budgeted Y/N:** N

**Amount Needed:** \$47,583

**Fiscal Impact (Additional Information):**

Reprogram \$47,583 from contingency/new initiatives (20601-99002) to machinery & equipment (20601-73042)

---

**Attachments**

Ordinance - Budget Amendment  
Exhibit A - Budget Transfer Form

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,  
APPROVING AN AMENDMENT TO THE BAYTOWN CRIME CONTROL AND  
PREVENTION DISTRICT'S FISCAL YEAR 2021-22 BUDGET; AND PROVIDING  
FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, on the 13<sup>th</sup> day of July, 2021, after considering the proposed budget together with the testimony and information received at the public hearings, the Baytown Crime Control and Prevention District (the "District") adopted its 2021-22 fiscal year budget; and

WHEREAS, on the 26<sup>th</sup> day of August, 2021, the City Council, after holding a public hearing to consider the budget adopted by the Board of Directors of the District (the "Board"), approved the District's 2021-22 fiscal year budget; and

WHEREAS, the Board approved an amendment to its Fiscal Year 2021-22 Budget at its meeting held on January 11, 2022, to transfer FORTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-THREE AND NO/100 DOLLARS (\$47,583.00), from Contingency/New Initiatives (20601-99002) to Machinery & Equipment (20601-73042) for the purchase of seventeen (17) B.E. Meyers MAWL-DA (Modular Advanced Weapon Laser – Direct Action) IR/visible laser systems for the Baytown Police SWAT team; and

WHEREAS, pursuant to Section 344.205(f) of the Texas Local Government Code together with the procedures enacted by the Board for adopting a budget, the City Council must approve the amendment in order for the same to be in effect; and

WHEREAS, the City Council of the City of Baytown, after considering the submitted budget amendment, believes that the amendment to be considered by the Board is consistent with the interest of the residents of the District; NOW THEREFORE,

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves an amendment to the Baytown Crime Control and Prevention District's 2021-22 fiscal year budget, which amendment is attached hereto as Exhibit "A" and is incorporated herein for all intents and purposes for the District's 2021-22 fiscal year.

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 13<sup>th</sup> day of January, 2022.

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BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney

# EXHIBIT "A"

## BUDGET APPROPRIATION TRANSFER

FISCAL YEAR 10/1/2021 thru 9/30/2022

DATE: 1/6/2022

Period 4

FUND CCPD

ORG/DIVISION 20601

CONTROL NUMBER \_\_\_\_\_

Include in End of Year Budget Amendment ☐  
Transfers Out - Journal Entry ☐

### TRANSFER FROM:

DIVISION NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT BUDGET AMOUNT	AVAILABLE BALANCE	TRANSFER AMOUNT	ADJUSTED BUDGET AMOUNT
20601	99002	contingency/new initiatives	125,339.89	75,839.00	(47,583)	28,256.00
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

### TRANSFER TO:

20601	73042	machinery & equipment	zero	49,500.00	47,583.00	97,083.00
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

### EXPLANATION:

NOTE: ALL Budget Transfers must provide the following explanations.

1 Explain why there will be savings in the account transferring "From".

2 Explain the reason of the transfer.

Transfer funds from 20601-99002 contingency/new initiatives to 20601-73042 machinery & equipment for the purchase of 17 MAWL-DA

laser systems for the Baytown SWAT team.

Lt. Shawn Fischer 1/6/2022  
Requested By: \_\_\_\_\_ Date

Director of Finance \_\_\_\_\_ Date

Audited By: \_\_\_\_\_ Date

City Manager/Deputy City Manager/Asst. City Manager \_\_\_\_\_ Date  
(If applicable)

Entered By: \_\_\_\_\_ Date



## CITY COUNCIL MEETING

6. i.

**Meeting Date:** 01/13/2022

**Subject:** Budget amendment to reprogram funds for license plate recognition cameras

**Prepared for:** John Stringer, Police

**Prepared by:** Shawn Fischer, Police

**Department:** Police

---

### **Information**

#### **ITEM**

Consider an ordinance approving an amendment of the Baytown Crime Control and Prevention District FY2021-2022 budget to reprogram funds for the sole source purchase of eighteen (18) license plate recognition cameras (LPR) and installation from Flock Group Inc., d/b/a Flock Safety.

#### **PREFACE**

This proposed ordinance approves an amendment of the Baytown Crime Control and Prevention District ("CCPD") FY2021-2022 budget to reprogram funds from the contingency/new initiatives (20601-99002) to machinery & equipment (20601-73042) for the sole source purchase of eighteen (18) license plate recognition cameras (LPR) and installation from Flock Group Inc., d/b/a Flock Safety, in the amount of \$49,500. CCPD approved this item at its regular meeting held on January 11, 2022.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** See Notes

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

**Funds Budgeted Y/N:** N

**Amount Needed:** \$49,500

#### **Fiscal Impact (Additional Information):**

Reprogram \$49,500 from contingency/new initiatives (20601-99002) to machinery & equipment (20601-73042)

---

### **Attachments**

Ordinance - Budget Amendment

Exhibit A - Budget Transfer Form

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,  
APPROVING AN AMENDMENT TO THE BAYTOWN CRIME CONTROL AND  
PREVENTION DISTRICT'S FISCAL YEAR 2021-22 BUDGET; AND PROVIDING  
FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, on the 13<sup>th</sup> day of July, 2021, after considering the proposed budget together with the testimony and information received at the public hearings, the Baytown Crime Control and Prevention District (the "District") adopted its 2021-22 fiscal year budget; and

WHEREAS, on the 26<sup>th</sup> day of August, 2021, the City Council, after holding a public hearing to consider the budget adopted by the Board of Directors of the District (the "Board"), approved the District's 2021-22 fiscal year budget; and

WHEREAS, the Board approved an amendment to its Fiscal Year 2021-22 Budget at its meeting held on January 11, 2022, to transfer FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$49,500.00), from Contingency/New Initiatives (20601-99002) to Machinery & Equipment (20601-73042) for the purchase of eighteen (18) license plate recognition cameras (LPR) and installation; and

WHEREAS, pursuant to Section 344.205(f) of the Texas Local Government Code together with the procedures enacted by the Board for adopting a budget, the City Council must approve the amendment in order for the same to be in effect; and

WHEREAS, the City Council of the City of Baytown, after considering the submitted budget amendment, believes that the amendment to be considered by the Board is consistent with the interest of the residents of the District; NOW THEREFORE,

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

Section 1: That all matters and facts set forth in the recitals hereinabove are found to be true and are approved by the City Council of the City of Baytown, Texas.

Section 2: That the City Council of the City of Baytown, Texas, hereby approves an amendment to the Baytown Crime Control and Prevention District's 2021-22 fiscal year budget, which amendment is attached hereto as Exhibit "A" and is incorporated herein for all intents and purposes for the District's 2021-22 fiscal year.

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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney



## EXHIBIT "A"

***BUDGET APPROPRIATION TRANSFER***FISCAL YEAR 10/1/2021 thru 9/30/2022DATE: 1/6/2022Period 4FUND CCPDORG/DIVISION 20601

CONTROL NUMBER \_\_\_\_\_

Include in End of Year Budget Amendment ☐  
Transfers Out - Journal Entry ☐**TRANSFER FROM:**

DIVISION NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT BUDGET AMOUNT	AVAILABLE BALANCE	TRANSFER AMOUNT	ADJUSTED BUDGET AMOUNT
20601	99002	contingency/new initiatives	125,339.89	125,339.89	(49,500)	75,839.89
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

**TRANSFER TO:**

20601	73042	machinery & equipment	zero	zero	49,500.00	49,500.00
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-
_____	_____	_____	-	-	-	-

**EXPLANATION:****NOTE: ALL Budget Transfers must provide the following explanations.****1 Explain why there will be savings in the account transferring "From".****2 Explain the reason of the transfer.**

Transfer funds from 20601-99002 contingency/new initiatives to 20601-73042 machinery & equipment for the purchase of 18 license plate  
recognition cameras.

Lt. Shawn Fischer 1/6/2022  
 Requested By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Director of Finance \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Audited By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 City Manager/Deputy City Manager/Asst. City Manager \_\_\_\_\_ Date \_\_\_\_\_  
 (If applicable)

\_\_\_\_\_  
 Entered By: \_\_\_\_\_ Date \_\_\_\_\_



## CITY COUNCIL MEETING

6. j.

**Meeting Date:** 01/13/2022

**Subject:** Consider an ordinance for the award of License Plate Reader cameras for Houston HIDTA

**Prepared for:** John Stringer, Police

**Prepared by:** Carla Hommel, Finance

**Department:** Police

---

### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase of License Plate Reader (LPR) cameras, software, and installation for the Houston HIDTA program utilizing the General Service Administration Multiple Award Schedule (GSA MAS) Co-op Purchasing Program from Selex ES, Inc.

#### **PREFACE**

This proposed ordinance authorizes the purchase of License Plate Reader (LPR) cameras, software, and installation for the Houston HIDTA program from Selex ES, Inc. This purchase uses the General Service Administration Multiple Award Schedule (GSA MAS) Co-op Purchasing Program in the amount of \$176,639.50.

Houston HIDTA has been instrumental in developing a national Automated License Plate Recognition (ALPR) system designed to provide law enforcement personnel with timely intelligence on suspected/known drug trafficking entities, especially along key roadways that connect to the Texas/Mexico border.

This project is being coordinated with the Texas Department of Transportation (TXDOT) to install 8 ALPR cameras (4 northbound and 4 southbound) on Hwy 281 in Falfurrias, Texas. The \$176,639.50 covers the purchase cost of equipment and software, along with supplies and services required for installation.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** 24110-84042-FG24110-84042

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$176,639.50

**Fiscal Impact (Additional Information):**

---

### **Attachments**

Ordinance - Purchase of Automatic License Plate Reader Cameras

GSA Contract  
Quote  
Indebtedness Certification

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED THIRTY-NINE AND 50/100 DOLLARS (\$176,639.50) TO SELEX ES, INC., FOR THE PURCHASE OF LICENSE PLATE READER CAMERAS, SOFTWARE AND INSTALLATION FOR THE HOUSTON HIGH INTENSITY DRUG TASK FORCE THROUGH CONTRACT NUMBER GS-07F-0004Y OF THE UNITED STATES GENERAL SERVICES ADMINISTRATION MULTIPLE AWARD SCHEDULE COOPERATIVE PURCHASING PROGRAM; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the Local Preparedness Acquisition Act (P.L. 110-248) amended the Federal Property and Administrative Services Act to authorize the use of Federal Supply Schedule Contracts under the Multiple Award Schedule by state and local entities under the General Contractor Services, Inc. ("GSA") Cooperative Purchasing Program; and

WHEREAS, based upon the Act, the City of Baytown qualifies as a local government entity and is qualified to participate in the GSA Cooperative Purchasing Program as an alternate purchasing method satisfying the City's competitive bidding obligations; and

WHEREAS, the purchase of Automatic License Plate Reader camera, software and installation services may be made by the City through the Cooperative Purchasing Program of the United States General Services Administration; 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 SEVENTY-SIX THOUSAND SIX HUNDRED THIRTY-NINE AND 50/100 DOLLARS (\$176,639.50) to Selex ES, Inc., for the purchase of license plate reader (LPR) cameras, software and installation for the Houston High Intensity Drug Task Force, through contract number GS-07F-0004Y of the United States General Service Administration Multiple Award Schedule Cooperative Purchasing Program.

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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney

**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!™, a menu-driven database system. The Internet address for GSA-Advantage!™ is: <http://www.gsadvantage.gov>*

**Multiple Award Schedule (MAS)  
Contract Number: GS-07F-0004Y**



**Selex ES Inc.  
11300 West 89<sup>th</sup> Street  
Overland Park, KS 66214-1702  
Phone: (336) 379-7135  
Fax: (336) 379-7164  
[www.us.selex-es.com](http://www.us.selex-es.com)**

**Contract Period: 10/01/2011 - 09/30/2026**

**FSC Group: Security & Protection, Information Technology, Scientific Management & Solutions**

**FSC/PSC Class: 6550, 7B22, 5820, 6610**

**Business Size / Status: Other than Small Business**

**Prices shown herein are NET (discount deducted).**

**Pricelist current through Modification PO-0058 dated October 1, 2021**



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INSTRUCTIONS FOR PLACING ORDERS BASED ON GSA SCHEDULE RATES .....6

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## GENERAL CONTRACT INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

Please refer to [page #4](#) and *GSA eLibrary* ([www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)) for detailed SIN descriptions

**SIN 325412 / 325412 RC / 325412 STLOC, Criminal Investigative Equipment and Supplies**

**SIN 33411 / 33411 RC / 33411 STLOC, Purchase of New Electronic Equipment**

**SIN 334220 / 334220RC / 334220STLOC, Surveillance Systems, Wearable Body Cameras, and Vehicular Video**

**SIN 334511 / 334511RC, Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments**

**SIN OLM / OLM RC / OLM STLOC, Order Level Materials**

- 1b. Lowest Priced Model Number and Lowest Price: Please refer to pricing beginning on [page #8](#).
- 1c. Labor Category Descriptions: Not applicable
2. Maximum Order: SINs 325412, 334220, 334511 & OLM: \$250,000.00  
SIN 33411: \$500,000.00
3. Minimum Order: \$ 100.00
4. Geographic Coverage: 48 Contiguous States, Alaska, Hawaii, Puerto Rico, Washington, DC, and US Territories
5. Points of Production: US, IT, MX, PL, TW
6. Discount from List Price: All Prices Herein are Net
7. Quantity Discounts: 5.0% discount on orders of 25 units or more
8. Prompt Payment Terms: Net 30 days; Information for Ordering Offices:  
Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Foreign Items: None
- 10a. Time of Delivery: To be determined at the order level
- 10b. Expedited Delivery: To be determined at the order level
- 10c. Overnight and 2-Day Delivery: To be determined at the order level
- 10d. Urgent Requirement: See contract clause I-FSS-140-B, Urgent Requirements. Agencies can contact the contact for Contract Administration to obtain faster delivery.
11. F.O.B. Point: SINs 325412, 334220, 334511: Origin, prepay and add  
SIN 33411: Destination
- 12a. Ordering Address: Seles ES Inc.  
4221 Tudor Lane  
Greensboro, NC 27410
- 12b. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.



13. Payment Address: Seles ES Inc.  
4221 Tudor Lane  
Greensboro, NC 27410
14. Warranty Provision: Standard commercial warranty, including return and restocking policy
15. Export Packing Charges: Not Applicable
16. Terms and conditions of rental, maintenance, and repair: Not Applicable
17. Terms and conditions of installation (if applicable): Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices: Not Applicable
- 18b. Terms and conditions for any other services: Negotiated at the order level
19. List of service and distribution points: Determined at the order level

20. List of participating dealers:

**Applied Technology Services, Inc.**  
11615 Crossroads Circle, Suite J  
Baltimore, MD 21220-2866  
POC: Bob Marchese  
Phone: 410-344-1256  
Fax: 410-344-1259  
[bobm@appliedtechnologieservices.com](mailto:bobm@appliedtechnologieservices.com)  
DUNS: 119460280

**DuraTech USA, Inc.**  
12812 Valley View Street, Suite 10  
Garden Grove, CA 92845  
POC: Lorraine Trevino  
Phone: 714-898-2171  
Fax: 866-704-9132  
[ltrevino@duratechusa.com](mailto:ltrevino@duratechusa.com)  
DUNS: 199429973

**Thomas J. Madden and Associates Inc.**  
935 Highway 124, Bldg 400, Ste 401  
Braselton, GA 30517  
POC: Derek Smith  
Phone: 678-963-2060  
[dsmith@tjmadden.com](mailto:dsmith@tjmadden.com)  
DUNS: 160226569

**Busch and Associates, LLC**  
12705 S Rene Street  
Olathe, KS 66062  
POC: Jeff Busch  
Phone: 913-390-1777  
Fax: 913-390-8889  
[jeff@buschandassociates.com](mailto:jeff@buschandassociates.com)  
DUNS: 198023215

**Enchanted Technology Solutions, LLC**  
P.O. Box 29374  
Sante Fe, NM 87592  
POC: Jeff Gallegos  
Phone: 505-946-8219  
[jeffg@ets.us.com](mailto:jeffg@ets.us.com)  
DUNS: 081132033

**W Reeves and Associates Inc.**  
3097 Grimes Trail  
Norwalk, IA 50211  
POC: Bill Reeves  
Phone: 515-981-5967  
[bill@wreeves.com](mailto:bill@wreeves.com)  
DUNS: 022975896

**Dana T. Marsh, Inc.**  
391 Gingercake Road  
Fayetteville, GA 30214  
POC: Dana T. Marsh  
Phone: 770-825-6158  
[danatmarsh@aol.com](mailto:danatmarsh@aol.com)  
DUNS: 782265602

**John Wright and Associates, Inc.**  
1111 West Abram Street  
Arlington, TX 76013  
POC: Derek Wright  
Phone: 817-459-2001  
Fax: 817-459-2515  
[derek@johnwrightassoc.com](mailto:derek@johnwrightassoc.com)  
DUNS: 962497020

21. Preventative maintenance (if applicable) Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): Not Applicable

- 22b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location). The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/) Contact Contractor
23. Unique Entity Identifier (UEI) Number: 198749777
24. Selex ES Inc. *is* registered in the System for Award Management (SAM).

## **CONTRACT OVERVIEW**

GSA awarded *Selex ES Inc.* a Federal Supply Schedule contract under the Multiple Award Schedule (MAS) with contract number **GS-07F-0004Y**. The contract base period is complete. Option Period 2 runs from **October 1, 2021 – September 30, 2026**. GSA may exercise up to two additional 5-year option periods. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

## **CONTRACT ADMINISTRATOR**

Nathan Maloney, Vice President

Telephone: (518) 495-2288

Email: [nate.maloney@leonardocompany-us.com](mailto:nate.maloney@leonardocompany-us.com)

## **CONTRACT USE**

This contract is available for use by all federal government agencies, as a source for products and services, for worldwide use. Executive agencies, other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract. Additionally, contractors are encouraged to accept orders received from activities within the Executive Branch of the Federal Government.

## **CONTRACT SCOPE**

The contractor shall provide all resources including personnel, management, supplies, services, materials, equipment, facilities and transportation necessary to provide a wide range of professional services as specified in each task order. Services specified in a task order may be performed at the contractor's facilities or the ordering agencies' facilities. The government will determine the contractor's compensation by any of several different methods (to be specified at the task order level) e.g., a firm-fixed price for services with or without incentives, labor hours or time-and-material.

## **SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS**

The Special Item Numbers (SINs) available under this contract provide services across the life cycle of a project. When task orders are placed, they must identify the SIN or SINs under which the task is being executed. Selex ES Inc. has been awarded a contract by GSA to provide services under SINs 325412, 33411, 334220, 334511, and OLM. A full description of each SIN and examples of the types of work covered thereunder are provided below.

### **SIN 325412, Criminal Investigative Equipment and Services**

Includes products necessary for criminal investigations, such as evidence collection supplies, fingerprinting, polygraphs, evidence collection containers, etc.

### **SIN 33411, Purchase of New Electronic Equipment**

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

### **SIN 334220, Surveillance Systems, Wearable Body Cameras, and Vehicular Video**

Includes surveillance systems, wearable body cameras, and vehicle videos, including video storage and services as part of a total solution.

## **SIN 334511, Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments**

Includes telecommunications equipment and accessories, such as radar (except airborne), underwater, light, and laser equipment.

### **SIN OLM, Order Level Materials**

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

#### **OLM SIN-Level Requirements/Ordering Instructions:**

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

#### **OLM Pricing:**

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

## INSTRUCTIONS FOR PLACING ORDERS BASED ON GSA SCHEDULE RATES

GSA provides a streamlined, efficient process for ordering the products and services you need. GSA has already determined that Selex ES Inc. meets the technical requirements and that our prices offered are fair and reasonable. Agencies may use written orders, facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract.

If it is determined that your agency needs an outside source to provide Law Enforcement products, follow these simple steps:

<b>Orders under the Micro-Purchase Threshold</b>
<ul style="list-style-type: none"> <li>Select the contractor best suited for your needs and place the order.</li> </ul>
<b>Orders in-between the Micro-Purchase Threshold and the Simplified Acquisition Threshold</b>
<ul style="list-style-type: none"> <li>Prepare a SOW or Performance Work Statement (PWS) in accordance with FAR 8.405-2(b).</li> <li>Prepare and send the RFQ (including SOW and evaluation criteria) to at least <b>three</b> GSA Schedule contractors.</li> <li>Evaluate, then make a "Best Value" determination.</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>
<b>Orders over the Simplified Acquisition Threshold</b>
<ul style="list-style-type: none"> <li>Prepare the RFQ (including the SOW and evaluation criteria) and post on eBuy to afford all Schedule contractors the opportunity to respond, or provide the RFQ to as many Schedule contractors as practicable, consistent with market research, to reasonably ensure that quotes are received from at least <b>three</b> contractors.</li> <li>Seek price reductions.</li> <li>Evaluate all responses and place the order, or establish the BPA with the GSA Schedule contractor that represents the best value (refer to FAR 8.405-2(d)).</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>

<b>Developing a Statement of Work (SOW)</b>	<b>Preparing a Request for Quote (RFQ)</b>
<p>In the SOW, include the following information:</p> <ul style="list-style-type: none"> <li>Work to be performed,</li> <li>Location of work,</li> <li>Period of performance;</li> <li>Deliverable schedule, and</li> <li>Special standards and any special requirements, where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Include the SOW and evaluation criteria;</li> <li>Request fixed price, ceiling price, or, if not possible, labor hour or time and materials order;</li> <li>If preferred, request a performance plan from contractors and information on past experience; and include information on the basis for selection.</li> <li>May be posted on GSA's electronic RFQ system, eBuy</li> </ul>

For more information related to ordering services, go to <http://www.gsa.gov/schedules-ordering> and client "Ordering Information." Also see summary guidelines in the [Multiple Award Schedule \(MAS\) Desk Reference Guide, Ordering Procedures](#).

## BLANKET PURCHASE AGREEMENT

Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-1 or 8.405-2. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (*e.g.* estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.

## GSA AWARDED PRODUCTS

SIN	MFR PART #	MFR	PRODUCT NAME	GSA PRICE
325412, 334220	110090	SELEX	ELSAG Plate Hunter DCT	\$130,930.00
325412, 334220	110096	SELEX	ELSAG Plate Hunter DCT1001	\$115,930.00
325412, 334220	110114	SELEX	ELSAG Plate Hunter DST1000-Deployable	\$50,930.00
325412, 334220	110119	SELEX	ELSAG Plate Hunter DCT1000-GENERIC	\$120,000.00
325412, 334220	110183	SELEX	ELSAG Plate Hunter MS-Covert Tool Box	\$22,620.00
325412, 334220	120016	SELEX	ELSAG Plate Hunter MS-Covert Tool Box	\$2,954.48
325412, 334220	120047	SELEX	ELSAG Plate Hunter F2-FCU Wireless	\$8,621.93
325412, 334220	120050	SELEX	ELSAG Plate Hunter F2-FCU	\$8,313.05
325412, 334220	120058	SELEX	ELSAG Plate Hunter F2-FCU International	\$9,653.22
325412, 334220	120060	SELEX	ELSAG Plate Hunter F2-MINI International	\$3,255.00
325412, 334220	140002	SELEX	ELSAG Plate Hunter MS-2	\$15,000.00
325412, 334220	140003	SELEX	ELSAG Plate Hunter MS-3	\$18,050.00
325412, 334220	140011	SELEX	ELSAG Plate Hunter M6 - 1 Camera	\$7,715.00
325412, 334220	140012	SELEX	ELSAG Plate Hunter M6 - 2 Camera	\$11,500.00
325412, 334220	140013	SELEX	ELSAG Plate Hunter M6 - 3 Camera	\$16,820.00
325412, 334220	140014	SELEX	ELSAG Plate Hunter M6 - 4 Camera	\$20,300.00
325412, 334220	140021	SELEX	ELSAG Plate Hunter H6 – 1 Camera	\$12,245.00
325412, 334220	140022	SELEX	ELSAG Plate Hunter H6 – 2 Camera	\$16,230.00
325412, 334220	140023	SELEX	ELSAG Plate Hunter H6 – 3 Camera	\$21,460.00
325412, 334220	140031	SELEX	ELSAG Plate Hunter™ M7 – 1 Camera	\$7,773.30
325412, 334220	140032	SELEX	ELSAG Plate Hunter™ M7 – 2 Camera	\$11,586.90
325412, 334220	140033	SELEX	ELSAG Plate Hunter™ M7 – 3 Camera	\$16,947.10
325412, 334220	140034	SELEX	ELSAG Plate Hunter™ M7 – 4 Camera	\$20,453.40
325412, 334220	140100	SELEX	XPH-8700 - Barrel (Excludes Camera)	\$8,310.00
325412, 334220	140202	SELEX	LPT-900 LUGG 2 CAM	\$21,200.00



325412, 334220	140203	SELEX	LPT-900 LUGG 3 CAM	\$24,755.00
325412, 334220	140332	SELEX	Message Board Full 3 Line Covert 2 Cam	\$51,919.39
325412, 334220	140335	SELEX	Message Board Full 3 Line-1 Camera	\$37,722.92
325412, 334220	140336	SELEX	Message Board Full 3 Line 2 Camera	\$36,435.00
325412, 334220	140402	SELEX	ELSAG Plate Hunter 2 Pick Up Tool Box	\$20,255.00
325412, 334220	140452	SELEX	MPH-900 Tahoe Grill Mount	\$13,460.00
325412, 334220	140501	SELEX	ELSAG Plate Hunter F2-1	\$7,495.00
325412, 334220	140502	SELEX	ELSAG Plate Hunter F2-2	\$7,495.00
325412, 334220	140503	SELEX	ELSAG Plate Hunter F2-3	\$7,495.00
325412, 334220	140504	SELEX	ELSAG Plate Hunter F2-4	\$7,495.00
325412, 334220	140511	SELEX	ELSAG Plate Hunter F3 - 1 Camera System	\$7,551.64
325412, 334220	140512	SELEX	ELSAG Plate Hunter F3 - 2 Camera System	\$7,551.64
325412, 334220	140513	SELEX	ELSAG Plate Hunter F3 - 3 Camera System	\$7,551.64
325412, 334220	140514	SELEX	ELSAG Plate Hunter F3 - 4 Camera System	\$7,551.64
325412, 334220	140515	SELEX	ELSAG Plate Hunter F3 - 5 Camera System	\$7,551.64
325412, 334220	140516	SELEX	ELSAG Plate Hunter F3 - 6 Camera System	\$7,551.64
325412, 334220	140517	SELEX	ELSAG Plate Hunter F3 - 7 Camera System	\$7,551.64
325412, 334220	140601	SELEX	ELSAG Plate Hunter Covert Pole Camera	\$15,760.00
325412, 334220	140700	SELEX	ELSAG Plate Hunter V	\$3,495.00
325412, 334220	210012	SELEX	Shipping Service per mile	\$4.00
325412, 334220	210013	SELEX	Overnight Shipping Service	\$395.00
325412, 334220	210019	SELEX	Remote Software Installation	\$320.00
325412, 334220	210020	SELEX	Tech Dispatch - Mobile	\$1,250.00
325412, 334220	210022	SELEX	ELSAG Operations Center Initial Config	\$1,250.00
325412, 334220	210027	SELEX	Installation - Mobile	\$625.00
325412, 334220	210028	SELEX	Installation - SpeedEnforcer	\$4,895.00
325412, 334220	210040	SELEX	ITS MPPS Installation & Freight Charges	\$3,048.00

325412, 334220	210041	SELEX	ITS LPR Enforcement Soft Monthly Hosting	\$113.85
325412, 334220	210042	SELEX	ITS Service & Tech Support, <500 spaces	\$0.92
325412, 334220	210043	SELEX	ITS Service & Tech Support, >500 spaces	\$0.69
325412, 334220	210044	SELEX	Out of Warranty Diagnostic Charge	\$555.00
325412, 334220	410319	SELEX	AD3M Perm Power Cable	\$190.00
325412, 334220	410330	SELEX	AD-M3 Transp. Camera Cable 16'	\$430.00
325412, 334220	410337	SELEX	Finished AD-M3 Camera Bracket	\$50.00
325412, 334220	410357	SELEX	AD-M3 Trunk Bulkhead Gasket	\$5.00
325412, 334220	410361	SELEX	AD3M Perm Camera Cable	\$530.00
325412, 334220	410362	SELEX	AD3M Trans Power Cable	\$195.00
325412, 334220	410404	SELEX	Shell for Barrel Camera	\$160.00
325412, 334220	410520	SELEX	20ft AD3M Transportable Camera Cable	\$440.00
325412, 334220	410901	SELEX	Thule #LB50 - Load Bars	\$100.00
325412, 334220	411128	SELEX	AD3 Split Trunk Mount LH Cable	\$520.00
325412, 334220	411130	SELEX	AD3 Split Trunk Mount RH Cable	\$515.00
325412, 334220	411225	SELEX	Dual AD3 Splt Cam w/PL 16'	\$1,105.00
325412, 334220	411246	SELEX	AD3 Split w/LP 16' Perm Cable	\$605.00
325413422 0	411256	SELEX	2 Line Matrix Radar Trailer	\$9,095.00
325412, 334220	411336	SELEX	AD3-S cam cable low prof 25ft	\$680.00
325412, 334220	411362	SELEX	Z Bracket - Sonic Wall 1.53 inch	\$10.00
325412, 334220	411706	SELEX	Tool Box - Small Truck	\$650.00
325412, 334220	411720	SELEX	Triple 16ft Camera Cable	\$1,530.00
325412, 334220	411781	SELEX	Mounting BRKT - Mini Split 2.5 IN	\$40.00
325412, 334220	411782	SELEX	Mounting BRKT - Mini Split 2.5 IN	\$40.00
325412, 334220	411841	SELEX	Hedley Clip	\$30.00
325412, 334220	412045	SELEX	RT Matrix - 3-Line	\$23,740.00
325412, 334220	412149	SELEX	Opus Permanent Power Cable	\$176.28

325412, 334220	412165	SELEX	Opus Transportable Power Cable	\$153.61
325412, 334220	412169	SELEX	Storm Case Assembly	\$360.00
325412, 334220	412283	SELEX	Push Bumper Mini Camera Bracket	\$40.00
325412, 334220	412310	SELEX	Packing Foam Insert	\$65.00
325412, 334220	412319	SELEX	FH Hanging BKT- .438 MTG Holes	\$110.00
325412, 334220	412333	SELEX	FH Perm CBL-Ethernet Opus	\$290.00
325412, 334220	412348	SELEX	Custom Neuvo ELSAG PC	\$3,355.00
325412, 334220	412362	SELEX	Isolation Mounting Disk, Mini	\$60.10
325412, 334220	412413	SELEX	M6 Cam Cable-16FT Split FLD Term	\$525.00
325412, 334220	412494	SELEX	"Z" Clip	\$50.00
325412, 334220	412518	SELEX	CAM Cable-22FT Split Trans 90-12:00	\$775.00
325412, 334220	412713	SELEX	M6 Perm Power Cable, No Opus	\$239.25
325412, 334220	412717	SELEX	Mounting Bracket, AD3-MS, 3 IN Tall	\$40.00
325412, 334220	412725	SELEX	Tool Box Shell, 10 x 10 x 54	\$1,170.00
325412, 334220	412777	SELEX	Permanent Insulation Disc, Bulkhead	\$91.60
325412, 334220	412841	SELEX	KVM Console to USB 2.0 (Crash Cart)	\$463.47
325412, 334220	412879	SELEX	Sign Speed Trailer	\$13,085.00
325412, 334220	412880	SELEX	Speed Patrol 18 Radar Trailer, Pocket	\$9,405.00
325412, 334220	412897	SELEX	Custom Aaeon PC AEV-6301 brick computer	\$2,460.00
325412, 334220	412926	SELEX	2.4 GHz Flat Panel Antenna - N-Female	\$111.90
325412, 334220	412929	SELEX	Plate Mounting Bracket FCU	\$50.00
325412, 334220	412930	SELEX	Top FCU Plate Mounting Plate	\$136.00
325412, 334220	412931	SELEX	Bottom FCU Plate Mounting Plate	\$136.00
325412, 334220	412940	SELEX	Large I-Beam Mount (Vendor Built)	\$795.10
325412, 334220	412945	SELEX	Small I-Beam Mount (Vendor Built)	\$1,007.56
325412, 334220	412947	SELEX	Extra Large I-Beam Plate (11-24 IN)	\$115.00
325412, 334220	412950	SELEX	Extra Large I-Beam Mount (Vendor Built)	\$1,007.56

325412, 334220	412960	SELEX	M6 Mounting Bracket - 3 IN	\$45.00
325412, 334220	412972	SELEX	Extra Large I-Beam Plate (~36 IN, XXL)	\$350.00
325412, 334220	412982	SELEX	ITS MBR 95 Wireless Mobile Router	\$386.40
325412, 334220	412983	SELEX	ITS MBR 96 Mounting Bracket/Cabling	\$193.20
325412, 334220	412984	SELEX	ITS MPPS 1010 Tablet w/Bracket ring	\$676.20
325412, 334220	412987	SELEX	ALPR Modified RU2 Speed Trailer w/Solar	\$13,335.00
325412, 334220	412993	SELEX	Opus Single Output Cable AD3MS	\$115.00
325412, 334220	412995	SELEX	Packing Foam Insert - AD4-MS 2 Cam Sys	\$70.00
325412, 334220	412996	SELEX	Trigger Control Box 4 Channel	\$3,606.53
325412, 334220	412997	SELEX	Trigger Control Box 2 Channel	\$2,690.63
325412, 334220	412998	SELEX	Trigger Control Box 1 Channel	\$2,232.65
325412, 334220	413009	SELEX	Camera Mount Tripod	\$200.00
325412, 334220	413010	SELEX	ALPR Modified Message Board Trailer	\$41,379.67
325412, 334220	413011	SELEX	Message Board Toolbox Bracket	\$194.64
325412, 334220	413048	SELEX	M6 Transportable Power Cable, No OPUS	\$179.41
325412, 334220	413262	SELEX	Antaira 8-port POE unmanaged switch F3	\$780.86
325412, 334220	413297	SELEX	F3 12VDC / trigger cable - 3 Cond. 18AWG	\$5.55
325412, 334220	413298	SELEX	M7 Permanent Power Cable, 2 Boxes	\$339.04
325412, 334220	413307	SELEX	M7 Permanent Power Cable	\$223.50
325412, 334220	413335	SELEX	M7 Trunk box Mounting Bracket - 1 piece	\$15.11
325412, 334220	413347	SELEX	M7 transportable Power Cable	\$177.12
325412, 334220	420018	SELEX	2 Camera Tether Kit	\$225.00
325412, 334220	421218	SELEX	ASM, Pole Mount, 2 Camera	\$834.10
325412, 334220	421321	SELEX	2 Port Vert Flr Mnt B0x Assembly	\$95.00
325412, 334220	421326	SELEX	Silicone Base Pad	\$10.00
325412, 334220	421399	SELEX	ASM, Pole Mount, 1 Camera	\$591.21
325412, 334220	421415	SELEX	Hi Res Fixed Cam 25/35mm 870	\$8,950.00

325412, 334220	421418	SELEX	AD3-FH Cam 35/50mm 870nm	\$8,950.00
325412, 334220	421487	SELEX	16 mm Mini Camera Head	\$4,195.00
325412, 334220	421499	SELEX	25 mm Mini Camera Head	\$4,350.00
325412, 334220	421500	SELEX	35 mm Mini Camera Head	\$4,919.14
325412, 334220	421501	SELEX	50 mm Mini Camera Head	\$4,958.07
325412, 334220	421502	SELEX	AD3-MS Cam 16mm 810nm	\$4,875.48
325412, 334220	421503	SELEX	AD3-MS Cam 25mm 810nm	\$4,350.00
325412, 334220	421504	SELEX	AD3-MS Cam 35mm 810nm	\$4,350.00
325412, 334220	421505	SELEX	AD3-MS Cam 50mm 810nm	\$4,350.00
325412, 334220	421506	SELEX	AD3-MS Cam 16mm 870nm	\$4,350.00
325412, 334220	421509	SELEX	AD3-MS Cam 25mm 870nm	\$4,350.00
325412, 334220	421510	SELEX	AD3-MS Cam 35mm 870nm	\$4,350.00
325412, 334220	421511	SELEX	AD3-MS Cam 50mm 870nm	\$4,350.00
325412, 334220	421520	SELEX	3 Camera Tether Kit	\$270.00
325412, 334220	421523	SELEX	Multi-Mount, 2 Camera	\$480.17
325412, 334220	421548	SELEX	Bullet Router Upgrade Kit	\$1,017.63
325412, 334220	421554	SELEX	Hi Res Fixed Cam 25/35mm 740	\$9,760.98
325412, 334220	421571	SELEX	Cam Mtg Asm - Over the Road	\$675.00
325412, 334220	421572	SELEX	ASM, Pole Mount, 3 Camera	\$1,158.60
325412, 334220	421577	SELEX	HI Res Fixed Cam 16/25mm 880nm	\$8,950.00
325412, 334220	421586	SELEX	Multi-mount, 1 Camera, Assembly	\$232.08
325412, 334220	421589	SELEX	HI Res Fixed Cam 16/25mm 740nm	\$9,744.35
325412, 334220	421592	SELEX	Hi Res Fixed Cam 25/35mm 810	\$8,950.00
325412, 334220	421595	SELEX	Hi Res Fixed Cam 25/35mm 940	\$8,950.00
325412, 334220	421608	SELEX	Opus replacement Kit 3-4 Cam System	\$730.73
325412, 334220	421611	SELEX	Opus Rep Kit-Trans PWR 1-2 Camera	\$708.06
325412, 334220	421619	SELEX	Hi Res Fixed Cam 12/16mm 740	\$9,710.63

325412, 334220	421633	SELEX	Light Bar ASM - Mini Split	\$365.00
325412, 334220	421636	SELEX	Daisy Chain W/Barrel-2 Battery	\$3,377.22
325412, 334220	421637	SELEX	Barrel 110V Conversion Kit	\$240.00
325412, 334220	421639	SELEX	Low Profile Light Bar Mount Bracket	\$451.75
325412, 334220	421643	SELEX	1 Port Trunk Box - Alum Finish	\$2,205.00
325412, 334220	421644	SELEX	2 Port Trunk Box - Alum Finish	\$4,770.00
325412, 334220	421646	SELEX	Trunk Box Floor Mount 3-4 Port	\$305.00
325412, 334220	421663	SELEX	AD3-FH Cam 8/12mm 870nm	\$8,950.00
325412, 334220	421667	SELEX	Assembly Hanging Mount, 2-Camera	\$831.08
325412, 334220	421670	SELEX	Camera Mounting ASM-Concrete	\$310.67
325412, 334220	421675	SELEX	AD3-FH Cam 8/12mm 740nm	\$9,790.04
325412, 334220	421676	SELEX	AD3-FH Cam 12/16mm 870nm	\$8,950.00
325412, 334220	421677	SELEX	Assembly Hanging Mount, 1 Camera	\$672.29
325412, 334220	421678	SELEX	Hi Res Fixed Cam 50 mm 740	\$9,689.08
325412, 334220	421681	SELEX	DIY MPH900 Perm Wiring Kit	\$325.00
325412, 334220	421684	SELEX	FCU ASM - McCain Box	\$7,070.14
325412, 334220	421686	SELEX	FCU ASM - McCain Box, NO AEEON	\$2,750.00
325412, 334220	421699	SELEX	Interceptor SUV Roof Multi-mount 1 Camera	\$236.66
325412, 334220	421704	SELEX	FCU2 w/Pole Mount	\$28,186.79
325412, 334220	421711	SELEX	Circulat Hanging Mount, 2 POC 1 Camera	\$1,282.00
325412, 334220	421713	SELEX	Split SUV Roof Mount	\$335.81
325412, 334220	421719	SELEX	Hanging Mount Angle 2 POC 1 Camera	\$4,690.00
325412, 334220	421720	SELEX	Hanging Mount Angle 2 POC 1 Camera	\$2,243.53
325412, 334220	421740	SELEX	Circular Gantry 2 POC Mount	\$1,853.49
325412, 334220	421742	SELEX	Interceptor SUV FH Mount	\$220.00
325412, 334220	421743	SELEX	FCU2 Plate Mount	\$24,700.00
325412, 334220	421744	SELEX	FCU2 Basic On A Plate	\$8,900.00

325412, 334220	421747	SELEX	AD3-FH Cam 35/50mm 940nm	\$8,950.00
325412, 334220	421749	SELEX	Tahoe Grill Mount Kit	\$9,105.00
325412, 334220	421751	SELEX	Field Radar Trailer Power Upgrade Kit	\$19,684.82
325412, 334220	421752	SELEX	Radar Trailer LPR Kit LPD	\$6,383.74
325412, 334220	421756	SELEX	FPH-900 Lite 35 mm, 850 nm	\$4,795.00
325412, 334220	421758	SELEX	80/20 Frame Barrel Kit	\$7,355.00
325412, 334220	421759	SELEX	Hanging Mount - Short 16in - 2 Camera	\$1,424.43
325412, 334220	421771	SELEX	MPH-900 Tool Box Kit	\$17,255.00
325412, 334220	421775	SELEX	FPH-900 Lite 16 mm, 850 nm	\$4,795.00
325412, 334220	421776	SELEX	FPH-900 Lite 25 mm, 850 nm	\$4,795.00
325412, 334220	421785	SELEX	DEA Tailer Mount-Message Board	\$1,097.99
325412, 334220	421791	SELEX	Large Covert Sign Trailer Tool Box Kit	\$20,958.65
325412, 334220	421797	SELEX	FCU Assem on Shelf (2U) McCain, Wireless	\$7,363.25
325412, 334220	421802	SELEX	Assembly Pole Mount 3 Camera Horizontal	\$1,723.40
325412, 334220	421803	SELEX	M6 Cam 12mm 740nm	\$3,584.98
325412, 334220	421804	SELEX	M6 Cam 16mm 740nm	\$3,487.13
325412, 334220	421805	SELEX	M6 Cam 25mm 740nm	\$3,487.13
325412, 334220	421806	SELEX	M6 Cam 12mm 870nm	\$2,875.00
325412, 334220	421807	SELEX	M6 Cam 16mm 870nm	\$2,730.00
325412, 334220	421808	SELEX	M6 Cam 25mm 870nm	\$2,720.00
325412, 334220	421811	SELEX	M6 Multi-Mount 2 Cam Trunk	\$496.20
325412, 334220	421812	SELEX	M6 Interceptor SUV Mount 1 Cam	\$240.10
325412, 334220	421813	SELEX	M6 Magnet Multi-Mount	\$178.27
325412, 334220	421814	SELEX	M6 Low Profile Light Bar Assembly	\$461.48
325412, 334220	421816	SELEX	Camera Cable Assembly, Portable (AD3-FH)	\$665.00
325412, 334220	421818	SELEX	Fixed LPR Lite	\$21,950.00
325412, 334220	421828	SELEX	M6 Cam 8mm 740nm	\$3,645.00



325412, 334220	421832	SELEX	H6 Field Control Unit 1-2 Camera	\$7,960.00
325412, 334220	421834	SELEX	M6 Trunkbox, 1-2 Cameras	\$3,256.79
325412, 334220	421835	SELEX	M6 Trunkbox, 3-4 Cameras	\$5,110.93
325412, 334220	421842	SELEX	F3 Cam 75mm 740nm – POE	\$8,564.23
325412, 334220	421846	SELEX	F3 FCU – POE	\$7,551.64
325412, 334220	421847	SELEX	F3 FCU - POE, Wireless	\$7,551.64
325412, 334220	421848	SELEX	F3 Cam 35mm 528nm - 12VDC	\$7,574.93
325412, 334220	421883	SELEX	Covert Truck Toolbox M6 16mm	\$27,500.00
325412, 334220	421884	SELEX	Assembly Pole Mount 5 foot	\$1,454.23
325412, 334220	421885	SELEX	Covert Thule Triggered M6 16mm	\$28,000.00
325412, 334220	421887	SELEX	F3 Cam 16mm 850nm - POE	\$7,193.24
325412, 334220	421888	SELEX	F3 Cam 25mm 850nm - POE	\$7,099.63
325412, 334220	421889	SELEX	F3 Cam 35mm 850nm - POE	\$7,143.48
325412, 334220	421890	SELEX	F3 Cam 50mm 850nm - POE	\$7,226.26
325412, 334220	421891	SELEX	F3 Cam 75mm 850nm - POE	\$7,319.19
325412, 334220	421895	SELEX	Solar Panel Kit MPH Trailer	\$4,649.89
325412, 334220	421896	SELEX	F3 Cam 12mm 740nm - POE	\$7,171.30
325412, 334220	421897	SELEX	F3 Cam 16mm 740nm - POE	\$7,190.95
325412, 334220	421898	SELEX	F3 Cam 25mm 740nm - POE	\$7,097.35
325412, 334220	421899	SELEX	F3 Cam 35mm 740nm - POE	\$7,141.20
325412, 334220	421900	SELEX	F3 Cam 50mm 740nm - POE	\$7,223.97
325412, 334220	421908	SELEX	F3 FCU Asm (411937 retrofit)	\$11,756.37
325412, 334220	421909	SELEX	F3 FCU Asm (411937 retrofit) – Wireless	\$12,065.26
325412, 334220	421915	SELEX	F3 Cam 12mm 528nm - 12VDC	\$7,589.58
325412, 334220	421916	SELEX	F3 Cam 16mm 528nm - 12VDC	\$7,613.85
325412, 334220	421917	SELEX	F3 Cam 25mm 528nm - 12VDC	\$7,531.07
325412, 334220	421918	SELEX	F3 Cam 50mm 528nm - 12VDC	\$7,657.71

325412, 334220	421919	SELEX	F3 Cam 75mm 528nm - 12VDC	\$7,764.37
325412, 334220	421920	SELEX	M7 Trunk box, 1-2 Cameras	\$3,002.52
325412, 334220	421939	SELEX	M7 Cam 12mm 740nm	\$3,722.92
325412, 334220	421940	SELEX	M7 Cam 16mm 740nm (Left hand)	\$3,722.92
325412, 334220	421941	SELEX	M7 Cam 25mm 740nm	\$3,722.92
325412, 334220	421942	SELEX	M7 Cam 12mm 870nm	\$3,722.92
325412, 334220	421943	SELEX	M7 Cam 16mm 870nm (Left hand)	\$3,722.92
325412, 334220	421944	SELEX	M7 Cam 25mm 870nm	\$3,722.92
325412, 334220	421945	SELEX	M7 Cam 8mm 740nm	\$3,722.92
325412, 334220	421946	SELEX	M7 Cam 8mm 870nm	\$3,722.92
325412, 334220	421948	SELEX	M7 Cam 16mm 740nm (Right hand)	\$3,722.92
325412, 334220	421949	SELEX	M7 Cam 16mm 870nm (Right hand)	\$3,722.92
325412, 334220	421950	SELEX	F3 Cam 8mm 740nm – POE	\$6,952.14
325412, 334220	421951	SELEX	F3 Cam 8mm 850nm – POE	\$7,066.54
325412, 334220	510150	SELEX	Time Parking Enforcement Software	\$5,000.00
325412, 334220	510151	SELEX	Permit Parking Enforcement Software	\$5,000.00
325412, 334220	510160	SELEX	Data Acquisition Package	\$744.22
325412, 334220	510322	SELEX	API Development Kit	\$3,500.00
325412, 334220	510323	SELEX	EOC 5.X Speed Feature License	\$257.62
325412, 334220	510324	SELEX	API Run-Time License Fee	\$275.00
325412, 334220	510329	SELEX	ITS MPPS 0900 Enforcement SW & Setup	\$9,660.00
325412, 334220	510808	SELEX	C2P Base License	\$2,289.90
325412, 334220	510809	SELEX	C2P Node License	\$801.47
325412, 334220	520004	SELEX	Annual Support, Year 5 and beyond	\$995.00
325412, 334220	520005	SELEX	EOC Software Only with 3 months support	\$1,850.00
325412, 334220	520150	SELEX	Parking Enforcer SW Warranty	\$1,000.00
325412, 334220	520502	SELEX	Trailer Refueling Service	\$4,100.00

325412, 334220	140001-TP	SELEX	ELSAG Plate Hunter MS-2 Port TB	\$12,360.00
325412, 334220	140001-Upgrade	SELEX	ELSAG Plate Hunter MS 1 cam upgrade	\$5,200.00
325412, 334220	140301B	SELEX	Speed Patrol 18 Basic 1 Camera	\$16,190.00
325412, 334220	140301CO	SELEX	Speed Patrol 18 Customer Owned 1 Camera	\$7,100.00
325412, 334220	140301P	SELEX	Speed Patrol 18 w/ Pocket 1 Camera	\$16,375.00
325412, 334220	140301U	SELEX	Speed Patrol 18 w/Power Upgrade 1 Camera	\$16,190.00
325412, 334220	140302B	SELEX	Speed Patrol 18 Basic 2 Camera	\$16,635.00
325412, 334220	140302CO	SELEX	Speed Patrol 18 Customer Owned 2 Camera	\$7,540.00
325412, 334220	140302U	SELEX	Speed Patrol 18 w/Power Upgrade 2 Camera	\$16,635.00
325412, 334220	140332CO	SELEX	Full Message BD Trailer Covert Cust Ownd	\$29,165.00
325412, 334220	140332P	SELEX	Message Board Full w/Battery upgrade	\$51,500.00
325412, 334220	140335CO	SELEX	Message Board Full 3 Line-1 Camera	\$14,275.00
325412, 334220	140336CO	SELEX	Message Board Full 3 Line 2 Camera	\$15,600.00
325412, 334220	210003-E	SELEX	Engineering Day - Engineering	\$1,250.00
325412, 334220	210003-F	SELEX	Engineering Day - Field Support	\$1,250.00
325412, 334220	210003-H	SELEX	Engineering Day - Helpdesk	\$1,250.00
325412, 334220	210003-M	SELEX	Engineering Day - Manufacturing	\$1,250.00
325412, 334220	210003-P	SELEX	Engineering Day - Professional Services	\$1,920.00
325412, 334220	210005-E	SELEX	Engineering Hour - Engineering	\$160.00
325412, 334220	210005-F	SELEX	Engineering Hour - Field Support	\$160.00
325412, 334220	210005-H	SELEX	Engineering Hour - Helpdesk	\$160.00
325412, 334220	210005-M	SELEX	Engineering Hour - Manufacturing	\$160.00
325412, 334220	210005-P	SELEX	Engineering Hour - Professional Services	\$311.93
325412, 334220	410109-B	SELEX	Magnets with Blk Powder Coat	\$11.95
325412, 334220	410395-10	SELEX	Cable 10ft FG Pigtail	\$332.95
325412, 334220	410395-100	SELEX	Cable 100ft FG Pigtail	\$1,147.01
325412, 334220	410395-105	SELEX	Cable 105ft FG Pigtail	\$1,192.23

325412, 334220	410395-110	SELEX	Cable 110ft FG Pigtail	\$1,237.46
325412, 334220	410395-115	SELEX	Cable 115ft FG Pigtail	\$1,282.69
325412, 334220	410395-120	SELEX	Cable 120ft FG Pigtail	\$1,327.91
325412, 334220	410395-125	SELEX	Cable 125ft FG Pigtail	\$1,250.00
325412, 334220	410395-130	SELEX	Cable 130ft FG Pigtail	\$1,418.36
325412, 334220	410395-135	SELEX	Cable 135ft FG Pigtail	\$1,463.59
325412, 334220	410395-140	SELEX	Cable 140ft FG Pigtail	\$1,508.82
325412, 334220	410395-145	SELEX	Cable 145ft FG Pigtail	\$1,554.04
325412, 334220	410395-15	SELEX	Cable 15ft FG Pigtail	\$378.18
325412, 334220	410395-150	SELEX	Cable 150ft FG Pigtail	\$1,599.27
325412, 334220	410395-155	SELEX	Cable 155ft FG Pigtail	\$1,644.49
325412, 334220	410395-160	SELEX	Cable 160ft FG Pigtail	\$1,689.72
325412, 334220	410395-165	SELEX	Cable 165ft FG Pigtail	\$1,734.95
325412, 334220	410395-170	SELEX	Cable 170ft FG Pigtail	\$1,780.17
325412, 334220	410395-175	SELEX	Cable 175ft FG Pigtail	\$1,825.40
325412, 334220	410395-180	SELEX	Cable 180ft FG Pigtail	\$1,870.62
325412, 334220	410395-185	SELEX	Cable 185ft FG Pigtail	\$1,915.85
325412, 334220	410395-190	SELEX	Cable 190ft FG Pigtail	\$1,961.07
325412, 334220	410395-195	SELEX	Cable 195ft FG Pigtail	\$2,006.30
325412, 334220	410395-20	SELEX	Cable 20 ft FG Pigtail	\$423.40
325412, 334220	410395-200	SELEX	Cable 200ft FG Pigtail	\$2,051.52
325412, 334220	410395-205	SELEX	Cable 205ft FG Pigtail	\$2,096.75
325412, 334220	410395-210	SELEX	Cable 210ft FG Pigtail	\$2,141.97
325412, 334220	410395-215	SELEX	Cable 215ft FG Pigtail	\$2,187.20
325412, 334220	410395-220	SELEX	Cable 220ft FG Pigtail	\$2,232.42
325412, 334220	410395-225	SELEX	Cable 225ft FG Pigtail	\$2,277.65
325412, 334220	410395-230	SELEX	Cable 230ft FG Pigtail	\$2,322.87

325412, 334220	410395-235	SELEX	Cable 235ft FG Pigtail	\$2,368.10
325412, 334220	410395-240	SELEX	Cable 240ft FG Pigtail	\$2,413.33
325412, 334220	410395-245	SELEX	Cable 245ft FG Pigtail	\$2,458.55
325412, 334220	410395-25	SELEX	Cable 25ft FG Pigtail	\$468.63
325412, 334220	410395-250	SELEX	Cable 250ft FG Pigtail	\$2,503.78
325412, 334220	410395-255	SELEX	Cable 255ft FG Pigtail	\$2,549.00
325412, 334220	410395-30	SELEX	Cable 30ft FG Pigtail	\$513.86
325412, 334220	410395-32	SELEX	Cable 32ft FG Pigtail	\$444.36
325412, 334220	410395-35	SELEX	Cable 35ft FG Pigtail	\$559.08
325412, 334220	410395-40	SELEX	Cable 40ft FG Pigtail	\$604.31
325412, 334220	410395-45	SELEX	Cable 45ft FG Pigtail	\$649.53
325412, 334220	410395-5	SELEX	Cable 5ft FG Pigtail	\$287.73
325412, 334220	410395-50	SELEX	Cable 50ft FG Pigtail	\$694.76
325412, 334220	410395-55	SELEX	Cable 55ft FG Pigtail	\$739.98
325412, 334220	410395-60	SELEX	Cable 60ft FG Pigtail	\$785.21
325412, 334220	410395-65	SELEX	Cable 65ft FG Pigtail	\$830.43
325412, 334220	410395-70	SELEX	Cable 70ft FG Pigtail	\$875.66
325412, 334220	410395-75	SELEX	Cable 75ft FG Pigtail	\$920.88
325412, 334220	410395-80	SELEX	Cable 80ft FG Pigtail	\$966.11
325412, 334220	410395-85	SELEX	Cable 85ft FG Pigtail	\$1,011.33
325412, 334220	410395-90	SELEX	Cable 90ft FG Pigtail	\$1,056.56
325412, 334220	410395-95	SELEX	Cable 95ft FG Pigtail	\$1,101.78
325412, 334220	410510-175	SELEX	AD3FG Camera Cable - 175 FT	\$1,963.73
325412, 334220	411225-20	SELEX	Dual AD3 Split Cam w/LP 20'	\$1,205.00
325412, 334220	411409-1	SELEX	Class 1 EOC Server System	\$1,823.68
325412, 334220	411409-10	SELEX	Class 10 EOC Server System	\$228,982.37
325412, 334220	411409-2	SELEX	Class 2 EOC Server System	\$9,364.28

325412, 334220	411409-3	SELEX	Class 3 EOC Server System	\$18,312.34
325412, 334220	411409-4	SELEX	Class 4 EOC Server System	\$27,471.03
325412, 334220	411409-5	SELEX	Class 5 EOC Server System	\$36,629.72
325412, 334220	411409-6	SELEX	Class 6 EOC Server System	\$45,793.45
325412, 334220	411409-7	SELEX	Class 7 EOC Server System	\$91,586.90
325412, 334220	411409-8	SELEX	Class 8 EOC Server System	\$137,385.39
325412, 334220	411409-9	SELEX	Class 9 EOC Server System	\$183,183.88
325412, 334220	411409-H1	SELEX	Class 1 EOC Server Hosting	\$995.00
325412, 334220	411409-H10	SELEX	Class 10 EOC Server Hosting	\$124,995.00
325412, 334220	411409-H2	SELEX	Class 2 EOC Server Hosting	\$4,995.00
325412, 334220	411409-H3	SELEX	Class 3 EOC Server Hosting	\$9,995.00
325412, 334220	411409-H4	SELEX	Class 4 EOC Server Hosting	\$14,995.00
325412, 334220	411409-H5	SELEX	Class 5 EOC Server Hosting	\$19,995.00
325412, 334220	411409-H6	SELEX	Class 6 EOC Server Hosting	\$24,995.00
325412, 334220	411409-H7	SELEX	Class 7 EOC Server Hosting	\$49,995.00
325412, 334220	411409-H8	SELEX	Class 8 EOC Server Hosting	\$74,995.00
325412, 334220	411409-H9	SELEX	Class 9 EOC Server Hosting	\$99,995.00
325412, 334220	412014-39.5	SELEX	12m FG Pigtail ROHS Cable	\$460.00
325412, 334220	412519-12	SELEX	12ft Flat Split Transportable Camera Cbl	\$539.69
325412, 334220	412519-16	SELEX	16ft Flat Split Transportable Camera Cbl	\$597.57
325412, 334220	412519-20	SELEX	20FT Flat Split Transportable Camera Cbl	\$655.46
325412, 334220	412519-22	SELEX	22FT Flat Split Transportable Camera Cbl	\$684.40
325412, 334220	412520-12	SELEX	12FT 4:30 Oval Split Transportable Cable	\$570.94
325412, 334220	412520-16	SELEX	16FT 4:30 Oval Split Transportable Cable	\$628.83
325412, 334220	412520-20	SELEX	20FT 4:30 Oval Split Transportable Cable	\$686.72
325412, 334220	412520-22	SELEX	12FT 4:30 Oval Split Transportable Cable	\$741.40
325412, 334220	412521-12	SELEX	12FT 7:30 Oval Split Transportable Cable	\$570.94

325412, 334220	412521-16	SELEX	16FT 7:30 Oval Split Transportable Cable	\$654.57
325412, 334220	412521-20	SELEX	20FT 7:30 Oval Split Transportable Cable	\$686.72
325412, 334220	412521-22	SELEX	22FT 7:30 Oval Split Transportable Cable	\$741.40
325412, 334220	412624-16	SELEX	AD3-FH Hi-Res LP Bulkhead Cable 16 FT	\$505.79
325412, 334220	412868-100	SELEX	Triggered Fixed Cable XVS9 100ft	\$1,467.60
325412, 334220	412868-15	SELEX	Triggered Fixed Cable XVS9 15ft	\$432.10
325412, 334220	412868-150	SELEX	Triggered Fixed Cable XVS9 150ft	\$2,076.71
325412, 334220	412868-250	SELEX	Triggered Fixed Cable XVS9 250ft	\$3,294.94
325412, 334220	412925-12	SELEX	12ft Oval Puma Transportable Cam Cable	\$425.00
325412, 334220	413223-1000	SELEX	Cat5e Ethernet Cable - F3 - 1000ft	\$343.46
325412, 334220	413223-250	SELEX	Cat5e Ethernet Cable - F3 - 250ft	\$210.67
325412, 334220	413223-500	SELEX	Cat5e Ethernet Cable - F3 - 500ft	\$297.66
325412, 334220	413308-12	SELEX	M7 Transportable Camera Cable - 12FT	\$414.61
325412, 334220	413308-16	SELEX	M7 Transportable Camera Cable - 16FT	\$453.26
325412, 334220	413308-20	SELEX	M7 Transportable Camera Cable - 20FT	\$491.92
325412, 334220	413308-22	SELEX	M7 Transportable Camera Cable - 22FT	\$511.24
325412, 334220	413350-16	SELEX	M7 Perm Camera Cable w/LP Bulkhead 16ft	\$555.19
325412, 334220	413351-16	SELEX	M7 Dual Camera Cable w/ LP Bulkhead 16ft	\$1,185.37
325412, 334220	413351-20	SELEX	M7 Dual Camera Cable w/ LP Bulkhead 20ft	\$1,242.89
325412, 334220	413352-12	SELEX	M7 Transp. Cam Cable W/90-4:30 12FT	\$466.23
325412, 334220	413352-16	SELEX	M7 Transp. Cam Cable W/90-4:30 16FT	\$495.72
325412, 334220	413352-20	SELEX	M7 Transp. Cam Cable W/90-4:30 20FT	\$525.21
325412, 334220	413352-22	SELEX	M7 Transp. Cam Cable W/90-4:30 22FT	\$539.96
325412, 334220	413353-12	SELEX	M7 Transp. Cam Cable W/90-7:30 12FT	\$466.23
325412, 334220	413353-16	SELEX	M7 Transp. Cam Cable W/90-7:30 16FT	\$495.72
325412, 334220	413353-20	SELEX	M7 Transp. Cam Cable W/90-7:30 20FT	\$525.21
325412, 334220	413353-22	SELEX	M7 Transp. Cam Cable W/90-7:30 22FT	\$539.96



325412, 334220	420069-M	SELEX	Hedley Trunk Mt Assembly-Mini	\$175.00
325412, 334220	420069-P	SELEX	Hedley Trunk Mt Assembly-Puma	\$185.00
325412, 334220	420069-S	SELEX	Hedley Trunk Mt Assembly-AD3S	\$225.00
325412, 334220	421627A	SELEX	AD3-MS Magnet Multi-Mount	\$150.00
325412, 334220	421752-2	SELEX	Low Power Radar Trailer-2 CAM	\$6,387.91
325412, 334220	510033-5.X	SELEX	Car System Version 5.X	\$320.00
325412, 334220	510033-CSC	SELEX	Car System Version 6.X - EOC Connected	\$320.00
325412, 334220	510033-CSSA	SELEX	Car System Version 6.X - Stand Alone	\$320.00
325412, 334220	510322-3.X	SELEX	Operation Center License 3.x	\$1,275.00
325412, 334220	510322-5.X	SELEX	Operation Center License 5.x	\$1,275.00
325412, 334220	510322-5.X-HIDTA	SELEX	Operation Center License 5.x - HIDTA	\$1,275.00
325412, 334220	520001- DCT	SELEX	1 Year Standard HW/SW Ext Warranty DCT	\$4,680.00
325412, 334220	520001-Covert	SELEX	1 Yr Standard HW/SW Ext Warranty Covert	\$1,995.00
325412, 334220	520001-FCU 2	SELEX	1 Yr Standard HW/SW Ext Warranty FCU 2	\$2,395.00
325412, 334220	520001-FCU Mini	SELEX	1Yr Standard HW/SW Ext Warranty FCU Mini	\$325.00
325412, 334220	520001-FCU Standard	SELEX	1 Yr Standard HW/SW Ext Warranty FCU...	\$610.00
325412, 334220	520001-FCU-TZB	SELEX	Year 1 Standard HW&SW Ext. Warranty	\$1,225.00
325412, 334220	520001-Fixed	SELEX	1Yr Standard HW/SW Ext Warranty Fixed...	\$1,430.73
325412, 334220	520001-Gold-FCU-TZB	SELEX	Year 1 Gold HW&SW Ext. Warranty	\$2,450.00
325412, 334220	520001-GUPG-FCU-TZB	SELEX	Year 1 Gold HW&SW Upgraded Ext Warranty	\$1,225.00
325412, 334220	520001-Mobile 2	SELEX	1 Yr Standard HW/SW Ext Warranty 2-Cam.	\$1,720.00
325412, 334220	520001-Mobile 3	SELEX	1 Yr Standard HW/SW Ext Warranty 3-Cam.	\$1,845.00
325412, 334220	520002- Gold Covert	SELEX	1 Yr Gold HW/SW Ext Warranty Covert Sys.	\$3,990.00
325412, 334220	520002-Gold DCT	SELEX	1 Yr Gold HW/SW Ext Warranty DCT	\$9,360.00
325412, 334220	520002-Gold FCU 2	SELEX	1 Yr Gold HW/SW Ext Warranty FCU 2	\$4,790.00
325412, 334220	520002-Gold FCU Mini	SELEX	1 Yr Gold HW/SW Ext Warranty FCU Mini	\$650.00
325412, 334220	520002-Gold FCU Std	SELEX	1 Yr Gold HW/SW Ext Warranty FCU Standard	\$1,220.00

325412, 334220	520002-Gold Fixed	SELEX	1 Yr Gold HW/SW Ext Warranty Fixed Camera	\$2,840.00
325412, 334220	520002-Gold Mobile 2	SELEX	1 Yr Gold HW/SW Ext Warranty 2-Cam Syst	\$3,440.00
325412, 334220	520002-Gold Mobile 3	SELEX	1 Yr Gold HW/SW Ext Warranty 3-Cam Syst	\$3,717.88
325412, 334220	520003- GUPG Covert	SELEX	Yr 1 Gold HW/SW Upgraded Warranty Covert	\$1,995.00
325412, 334220	520003- GUPG DCT	SELEX	Yr 1 Gold HW/SW Upgraded Warranty DCT	\$4,680.00
325412, 334220	520003-GUPG FCU 2	SELEX	Yr 1 Gold HW/SW Upgraded Warranty FCU 2	\$2,395.00
325412, 334220	520003-GUPG FCU Mini	SELEX	Yr1 Gold HW/SW Upgrade Warranty FCU Mini	\$325.00
325412, 334220	520003-GUPG FCU Std	SELEX	Yr1 Gold HW/SW Upgraded Warranty FCU Std	\$610.00
325412, 334220	520003-GUPG Fixed	SELEX	Yr1 Gold HW/SW Upgraded Warranty Fixed...	\$1,430.73
325412, 334220	520003-GUPG Mobile 2	SELEX	Yr 1 Gold HW/SW Upgraded Warranty 2-Cam	\$1,720.00
325412, 334220	520003-GUPG Mobile 3	SELEX	Yr 1 Gold HW/SW Upgraded Warranty 3-Cam	\$1,845.00
325412, 334220	520004-Software Only	SELEX	Annual Support, Year 5+, Software only	\$995.00
325412, 334220	530001-HOSTED-FIXED	SELEX	Hosted EOC for Fixed Cameras	\$2,400.00
325412, 334220	530001-HOSTED-MOBILE-1-YEAR	SELEX	Hosted Mobile 1-Year Data	\$600.00
325412, 334220	530001-HOSTED-MOBILE-2-YEAR	SELEX	Hosted Mobile 2-Year Data	\$785.00
325412, 334220	530001-HOSTED-MOBILE-3-YEAR	SELEX	Hosted Mobile 3-Year Data	\$970.00
325412, 334220	530001-HOSTED-MOBILE-4-YEAR	SELEX	Hosted Mobile 4-Year Data	\$1,155.00
325412, 334220	530001-HOSTED-MOBILE-5-YEAR	SELEX	Hosted Mobile 5-Year Data	\$1,340.00
325412, 334220	530002-HOSTED-FIXED-HW	SELEX	Hosted Fixed 1-Year H/W Warranty	\$900.00
325412, 334220	530002-HOSTED-FIXED-SW	SELEX	Hosted Fixed 1-Year S/W Warranty	\$795.00
33411	RBS4000CU1025WA1004W0E100S1V2G1	SELEX	UHF 25W rxtx 12Vdc, single reciever, 1GPS, FM Analog, DMR	\$14,907.81
33411	RBS4000CV3025WA1004W0E100S1V2G1	SELEX	VHF 25W RxTx 12 Vdc, single receiver, 1 GPS FM, Analog	\$14,907.81
33411	RBS4000HV3110WA0C14W0E100S1V2G1	SELEX	VHF 110W, RxTx, 48Vdc, single reciever, 1 GPS, FM Analog DMR	\$19,296.73
33411	RBS4000KU2110WA0C14W0E100S1V2G1	SELEX	UHF 110W, RXTX, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$19,296.73
33411	RBS4000KU4110WA0C14W0E100S1V2G1	SELEX	800Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$20,135.52
33411	RBS4000KU5110WA0C14W0E100S1V2G1	SELEX	900Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$20,135.52
334220	140303	SELEX	Radar Speed Trailer M w LPR	\$19,959.70
334220	140304	SELEX	Radar Speed Trailer R w LPR	\$29,415.62

334220	140305	SELEX	Radar Speed Trailer GW w LPR	\$41,722.92
334220	140333	SELEX	Full Message Bd Trailer R w LPR – 30 x 70"	\$27,858.94
334220	410052	SELEX	Ethernet Cable Shielded 25 ft	\$47.88
334220	410917	SELEX	GPS Antenna (Garmin Style)	\$100.76
334220	410932	SELEX	STRAP HOSE CLAMP 40 IN L	\$5.77
334220	410964	SELEX	ULS Laser Trigger	\$5,678.14
334220	411181	SELEX	1 Ft Shielded Cat5e Ethernet Cable	\$20.54
334220	411263	SELEX	Cable Pole Clamp Astro-3009	\$231.25
334220	411382	SELEX	OVER THE ROAD CAM BRACKET - LPR	\$171.74
334220	411409	SELEX	ELSAG Configured Dell Server	\$33,758.58
334220	411804	SELEX	Battery 100 AMP Deep Cycle	\$476.76
334220	411916	SELEX	100 FOOT TRIGGER CABLE, REEL	\$1,189.19
334220	411918	SELEX	100' LPR CABLE REEL	\$1,250.58
334220	412609	SELEX	PCTEL LOW PROFILE ANTENNA	\$98.47
334220	412610	SELEX	MAXRAD NMO ANTENNA MOUNT - 6 ft	\$36.63
334220	413037	SELEX	Web Relay, 12VDC, Single Channel	\$249.48
334220	413039	SELEX	Plate Aaeon 6301 / Avalue EMS-SKLU Mount	\$27.48
334220	413047	SELEX	Speed Enforcer Software (bl) use 510326	\$10,298.83
334220	413065	SELEX	Message Board Trailer Full Size AGM	\$43,832.15
334220	413068	SELEX	Dual AD3 Split Cam w/LP 16' 4:30	\$1,380.10
334220	413083	SELEX	M6 Trunk box Mounting Plate	\$57.25
334220	413132	SELEX	Message Board Trailer Mid Size	\$38,889.40
334220	413133	SELEX	RU2 VMS Radar Speed Display Trailer	\$39,031.38
334220	413172	SELEX	Avalue EMS-SKLU-63-A1-09R	\$2,509.73
334220	413203	SELEX	Pole Mount Bracket IL-PMB	\$297.57
334220	413213	SELEX	Camera Cabinet Assembly MPH	\$1,030.46
334220	413241	SELEX	Nobu	\$5,724.76
334220	413284	SELEX	Switch Ethernet 12 Port Moxa	\$4,279.83
334220	413316	SELEX	240W 48VDC POE power supply (Mean Well Style)	\$212.99
334220	413343	SELEX	Router - CradlePoint IBR 900 Style	\$1,989.92
334220	413354	SELEX	M7 2-Trunk box Mounting Bracket	\$25.17
334220	413383	SELEX	Adapter Plate (GX50) for Airlink MP70	\$45.79
334220	413384	SELEX	ELSAG Configured Brick PC - Avalue VMS-APL-N42-A2-01R	\$1,815.89
334220	413408	SELEX	Network Camera VPH-V100	\$423.63
334220	413422	SELEX	Side of Pole Mount-3 Module Solar	\$442.41
334220	413444	SELEX	Trendnet 10-Port Managed PoE+ Switch	\$1,007.54
334220	413451	SELEX	M7 Perm Trunk Mount LH Cam Cable	\$541.56
334220	413452	SELEX	M7 Perm Trunk Mount RH Cam Cable	\$538.11
334220	413460	SELEX	RU2 Speed Trailer GW North Edition	\$64,238.61
334220	413463	SELEX	WIRELESS MODEM (AIRLINK RV55 Style for VERIZON & ATT)	\$1,261.73
334220	413465	SELEX	Adapter Bracket / Plate for Airlink RV55	\$43.51
334220	413556	SELEX	SS Band It Brackets 3/4 25pcs	\$435.08
334220	413557	SELEX	SS Band It Buckles 3/4 50pcs	\$93.31
334220	413558	SELEX	SS Band It Strap 3/4 100ft	\$622.74

334220	413583	SELEX	ELSAG Configured DIGI Transport WR11 XT	\$654.89
334220	413879	SELEX	Network Camera-VPH V300	\$3,098.90
334220	421434	SELEX	Daisy Chain Battery Cable	\$641.54
334220	421635	SELEX	Daisy Chain W/Barrel-1 Battery	\$2,200.90
334220	421706	SELEX	Assembly for RV55 Airlink	\$1,554.84
334220	421715	SELEX	PLATFORM ASM STRAIGHT 50 870 - SWIVEL	\$4,099.82
334220	421753	SELEX	RADAR TRAILER POWER UPGRADE - FACTORY	\$15,899.29
334220	421782	SELEX	LPT-900 LUGG 3 CAM KIT, AD3-MS	\$16,918.94
334220	421787	SELEX	2 POINT OF CONTACT 2 CAM MNT (120 TUBE)	\$1,917.97
334220	421822	SELEX	M6 Cam 16mm 740nm - Right Hand	\$3,487.13
334220	421824	SELEX	MPH-900 Tool Box Kit M7 - RFLF	\$14,835.12
334220	421825	SELEX	MPH-900 Tool Box Kit - M7 - RFLR	\$14,835.12
334220	421830	SELEX	LPT-900 LUGG 2 CAM KIT - M7	\$10,479.58
334220	421831	SELEX	LPT-900 LUGG 3 CAM KIT - M7	\$14,013.44
334220	421836	SELEX	FCU2 / Plate - MTA - NYC	\$11,766.98
334220	421838	SELEX	2 Point of Contact 2 Arm Camera Mount	\$1,804.60
334220	421840	SELEX	PLATFORM ASM STRAIGHT 50mm 740 - Swivel	\$4,362.63
334220	421844	SELEX	Concrete Mount 1 Camera	\$271.40
334220	421845	SELEX	LARGE SIGN TRAILER TOOLBOX no cam, clear	\$22,259.26
334220	421875	SELEX	FCU1 Upgrade Kit Assembly	\$14,399.31
334220	421876	SELEX	FCU1 Upgrade Kit Assembly W/ 829 Router	\$21,817.97
334220	421877	SELEX	FCU2 Upgrade Kit Assembly	\$3,551.64
334220	421878	SELEX	FCU2 Upgrade Kit w/PC Assembly	\$8,525.30
334220	421879	SELEX	LPR / Pan Tilt Upgrade Kit 2 cam	\$28,581.63
334220	421894	SELEX	F3 Cam 12mm 850nm - POE	\$7,173.60
334220	421921	SELEX	F3 Cam 12mm 740nm - 12VDC	\$7,568.40
334220	421922	SELEX	F3 Cam 16mm 740nm - 12VDC	\$7,592.68
334220	421923	SELEX	F3 Cam 25mm 740nm - 12VDC	\$7,494.44
334220	421924	SELEX	F3 Cam 35mm 740nm - 12VDC	\$7,538.29
334220	421925	SELEX	F3 Cam 50mm 740nm - 12VDC	\$7,621.07
334220	421926	SELEX	F3 Cam 75mm 740nm - 12VDC	\$7,775.82
334220	421927	SELEX	F3 Cam 12mm 850nm - 12VDC	\$7,570.69
334220	421928	SELEX	F3 Cam 16mm 850nm - 12VDC	\$7,594.96
334220	421929	SELEX	F3 Cam 25mm 850nm - 12VDC	\$7,496.73
334220	421930	SELEX	F3 Cam 35mm 850nm - 12VDC	\$7,540.57
334220	421931	SELEX	F3 Cam 50mm 850nm - 12VDC	\$7,623.36
334220	421932	SELEX	F3 Cam 75mm 850nm - 12VDC	\$7,716.28
334220	421933	SELEX	F3 Cam 12mm 528nm - POE	\$7,203.32
334220	421934	SELEX	F3 Cam 16mm 528nm - POE	\$7,227.60
334220	421935	SELEX	F3 Cam 25mm 528nm - POE	\$7,129.36
334220	421936	SELEX	F3 Cam 35mm 528nm - POE	\$7,173.21
334220	421937	SELEX	F3 Cam 50mm 528nm - POE	\$7,255.99
334220	421938	SELEX	F3 Cam 75mm 528nm - POE	\$7,361.87
334220	421952	SELEX	F3 FCU MINI	\$3,337.80
334220	421956	SELEX	F3 Cam 8mm 740nm - 12VDC	\$7,461.35
334220	421957	SELEX	F3 Cam 8mm 850nm - 12VDC	\$7,463.64

334220	421958	SELEX	Airlink MP70 FirstNet Assembly for FCUs	\$2,351.73
334220	421961	SELEX	HANGING MOUNT 2 CAMERA - TOP MOUNT	\$1,271.23
334220	421962	SELEX	F3 POE FCU-Retrofit Kit	\$1,408.61
334220	421963	SELEX	F3 FCU MINI on a Plate	\$2,272.38
334220	421964	SELEX	ANGLE 2 POC MOUNT (120 in TUBE) - 2 Cam	\$2,465.81
334220	421965	SELEX	F3 FCU POE on a Plate	\$5,841.40
334220	421966	SELEX	FCU VPH 4 Camera Box	\$5,885.07
334220	421968	SELEX	FCU VPH Lite 4 Camera Box	\$4,455.02
334220	421970	SELEX	FCU2 Retrofit Kit 2019	\$6,920.68
334220	421971	SELEX	VPH FCU GPU: OCR + Car System FCU	\$7,410.78
334220	421972	SELEX	Covert Speed Trailer Box Asm 870nm	\$14,339.78
334220	421977	SELEX	FCU VPH STR 4 Camera Box	\$2,533.39
334220	421980	SELEX	V350 VPH Camera Assembly 12-50mm	\$3,887.64
334220	421981	SELEX	VPH Camera Mount - for 421981	\$536.57
334220	421983	SELEX	Covert Speed Trailer Box Asm 740nm	\$14,865.40
334220	421984	SELEX	Covert Speed Trailer Box Asm 870nm Dual	\$16,635.91
334220	421985	SELEX	Covert Speed Trailer Box Asm 740nm Dual	\$17,161.53
334220	421988	SELEX	F3 Hanging Camera Mount, Concrete	\$310.67
334220	422022	SELEX	Covert Speed Trailer Box Asm 870nm 1 Cam	\$10,574.15
334220	422023	SELEX	Covert Speed Trailer Box Asm 740nm 1 Cam	\$10,836.96
334220	422028	SELEX	FCU2 Rack Mount Retrofit Kit	\$5,936.34
334220	422030	SELEX	VPH Mount (V2X0)	\$295.42
334220	422032	SELEX	VPH FCU GPU WIRELESS: OCR + Car System FCU	\$7,667.96
334220	422033	SELEX	VPH FCU LITE WIRELESS: OCR Linux only FCU	\$4,700.76
334220	510120	SELEX	Ghost Team System Software	\$3,526.45
334220	510155	SELEX	PE-TE Parking Enforcement Software	\$8,060.45
334220	510510	SELEX	VPH Annual Camera License YR1	\$302.27
334220	510511	SELEX	VPH Base License Renewal	\$302.27
334220	510512	SELEX	VPH Arabic Base License	\$6,022.44
334220	510513	SELEX	VPH Arabic License Renewal	\$297.68
334220	510810	SELEX	1 Year C2P Base License Upgrade Support	\$2,289.90
334220	510811	SELEX	2 Year C2P Base License Upgrade Support	\$2,289.90
334220	510812	SELEX	1 Year C2P Node License Upgrade Support	\$801.46
334220	510813	SELEX	2 Year C2P Node License Upgrade Support	\$801.46
334220	210003 - 210003	SELEX	Engineering Day - Outside Service	\$1,259.45
334220	210003-PMO - 210003-PMO	SELEX	Engineering Day - Project Management	\$1,259.45
334220	210005-PMO - 210005-PMO	SELEX	Engineering Hour - Project Management	\$241.81
334220	410395-136	SELEX	Cable 136ft FG Pigtail	\$1,351.82

334220	410395-260	SELEX	Cable 260ft FG Pigtail	\$2,594.23
334220	410395-265	SELEX	Cable 265ft FG Pigtail	\$2,743.42
334220	410395-270	SELEX	Cable 270ft FG Pigtail	\$2,684.69
334220	410395-280	SELEX	Cable 280ft FG Pigtail	\$2,775.13
334220	410395-58	SELEX	Cable 58ft FG Pigtail	\$795.23
334220	410510-5	SELEX	AD-M3 - Fixed Camera Cable - 5 ft	\$368.21
334220	411916-175	SELEX	175 FOOT TRIGGER CABLE, REEL	\$1,915.51
334220	412520-5	SELEX	5FT FLAT TRANS CABLE W/90-4:30	\$469.63
334220	412988-100	SELEX	Trigger Relay Cable	\$169.45
334220	412988-250	SELEX	Trigger Relay Cable	\$389.28
334220	412988-50	SELEX	Trigger Relay Cable	\$114.61
334220	412990-100	SELEX	Trigger Communication Cable	\$376.99
334220	413001-50	SELEX	Trigger Output Cable - 50 ft	\$159.95
334220	413308-20	SELEX	M7 Transportable Camera Cable - 20FT	\$491.92
334220	413308-22	SELEX	M7 Transportable Camera Cable - 22FT	\$511.24
334220	413350-16	SELEX	M7 Perm Camera Cable w/LP Bulkhead 16ft	\$555.18
334220	413352-12	SELEX	M7 Transp. Cam Cable W/90-4:30 12FT	\$466.23
334220	413352-16	SELEX	M7 Transp. Cam Cable W/90-4:30 16FT	\$495.72
334220	413352-20	SELEX	M7 Transp. Cam Cable W/90-4:30 20FT	\$525.21
334220	413352-22	SELEX	M7 Transp. Cam Cable W/90-4:30 22FT	\$539.96
334220	413353-12	SELEX	M7 Transp. Cam Cable W/90-7:30 12FT	\$466.23
334220	413353-16	SELEX	M7 Transp. Cam Cable W/90-7:30 16FT	\$495.72
334220	413353-20	SELEX	M7 Transp. Cam Cable W/90-7:30 20FT	\$525.21
334220	413356-12	SELEX	M7 Triple Camera Cable w/ LP 12FT	\$1,452.41
334220	413356-16	SELEX	M7 Triple Camera Cable w/ LP 16FT	\$1,554.18
334220	413878-250	SELEX	Cat6 Ethernet Cable - F3 - 250ft	\$200.36
334220	413878-500	SELEX	Cat6 Ethernet Cable - F3 - 500ft	\$343.49
334220	520001-CAM-VPH-V100	SELEX	1 Year Std Hardware VPH EXT Warranty	\$50.38
334220	520001-CAM-VPH-V200	SELEX	1 Year Std Hardware VPH EXT Warranty	\$125.94
334220	520001-CAM-VPH-V300	SELEX	1 Year Std Hardware VPH EXT Warranty	\$231.74
334220	520151	SELEX	Parking Enforcer PE/TE SW Warranty	\$1,612.09
334220	530001-HOSTED-CS-INSTALL	SELEX	Hosted EOC Car System Reinstall	\$314.36
334220	530001-HOSTED-DISPATCH	SELEX	Hosted EOC Tech Dispatch for On-Site	\$1,259.45
334220	530001-HOSTED-PROTOCOL-UPDATE	SELEX	Hosted EOC Camera Protocol Update	\$78.59
334220	530001-HOSTED-SETUP	SELEX	Hosted EOC Setup (Up to 25 Users)	\$1,259.45
334220	530001-HOSTED-SUP-DAY	SELEX	Hosted EOC Support – One Day	\$1,259.45
334220	530001-HOSTED-SUPPORT-HOUR	SELEX	Hosted EOC Support – One Hour	\$157.43
334220	530001-HOSTED-VPN-SERVICE	SELEX	Hosted EOC Annual VPN Service	\$544.08
334220	530001-HOSTED-VPNSU	SELEX	Hosted EOC VPN Setup	\$1,259.45
334220	530050	SELEX	Hosted Make Type Color Service - Small	\$6,231.74
334220	530051	SELEX	Hosted Make Type Color Service - Medium	\$12,102.77



334220	530052	SELEX	Hosted Make Type Color Service - Large	\$17,971.79
334220	530053	SELEX	Hosted Make Type Color Service - X-Large	\$23,840.81
334220	530054	SELEX	Hosted Make Type Color Service - Custom	\$29,709.82
334220	530058	SELEX	Hosted Make Type Color Service License	\$3,022.67
334220	530059	SELEX	Hosted Make Type Color License Renewal	\$906.80
334511	030003-0001	SELEX	RF AMPLIFIER ASSY, MODULATOR ASSY, 2110 CEGS/NRGS	\$4,875.82
334511	030004-0001	SELEX	RF AMPLIFIER ASSY, MODULATOR ASSY, 2100 LOC	\$4,756.62
334511	030338-0005	SELEX	OBSTN LAMP ASSY	\$1,476.83
334511	030669-0001	SELEX	PC ASSY-RCSU, W/4 COM PORTS	\$2,655.67
334511	030728-0001	SELEX	ANTENNA ASSY, 2137 PIR	\$1,053.10
334511	030729-0001	SELEX	LPD ANTENNA ELEMENT ASSY, 8/14/20 ELEMENT	\$5,358.49
334511	030729-0001-AF	SELEX	LPD ANTENNA ELEMENT ASSY, 8/14/20 ELEMENT, USAF	\$5,441.66
334511	030783-0001	SELEX	PROBE ASSY, GS ANTENNA PHASING, FOR DBS ANTENNAS	\$608.41
334511	070646-0001	SELEX	WIRING HARNESS, TFR RELAY DRIVER, CEGS,MODEL 2100	\$4,734.36
334511	070647-0001	SELEX	WIRING HARNESS, TFR RELAY DRIVER, CE LOC,MODEL 2100	\$5,673.50
334511	070647-0002	SELEX	WIRING HARNESS, TFR RELAY DRIVER	\$2,867.20
334511	442237-0001	SELEX	PORTABLE INTEGRATED RECEIVER KIT, MODEL 2237	\$18,589.67
334511	470472-0001	SELEX	HARDWARE KIT, RADOME REPLACEMENT, LPD ANTENNA ELEMENT	\$2,207.71
334511	470527-0002	SELEX	CABLE KIT, 14-ELEMENT,ANT/MON	\$10,398.69
334511	470605-0001	SELEX	POWER SUPPLY KIT (SUBSTITUTES 950572-0001,3,4)	\$1,422.47
334511	950337-0000	SELEX	SWITCH,RF-XMSN LINE, DC TO 3GHz	\$731.54





Houston HIDTA  
15311 Vantage Pkwy W  
Suite 286  
Houston, TX 770032  
bporras@houstonhidta.net

# City of Baytown/Houston HIDTA Purchase Order Request

**Vendor #: 48413**

Vendor: Selex-EX Inc.

BAYTOWN ACCOUNT CODE	ITEM DESCRIPTION	PRICE	QTY	SUBTOTAL
24110-84042-FG24110-84042	Falfurrias HWY 281 NB & SB Fixed Site	\$176,639.50	1	\$176,639.50
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
				<b>\$176,639.50</b>
		<b>Total</b>		<b>\$176,639.50</b>

*Bryan Smith*

Director or Deputy Director

12 / 10 / 2021



Selex ES, Inc  
Elsag ALPR/ANPR Solutions  
4221 Tudor Lane  
Greensboro, NC 27410  
DUNS#: 198749777  
FED TAX ID: 980353098

## ESTIMATE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com

Phone: (910) 986-0596

Please include the estimate number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Estimate#: 24190

Estimate Date: 10/28/2021

Funding Source:

Estimate Expiry Date: 3/26/2022

Grant Details:

Requested Delivery Date: 3/31/2022

Payment Method:

Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

Contracts: GSA MAS Contract #GS07F0004Y

Comments: FALFURRIAS TX HWY281 NB & SB ALPR HARDWARE AND ELECTRICAL  
CONTRACTOR  
TWO LANES NB & SB - FRONT AND REAR TAGS  
FIRST YEAR WARRANTY INCLUDED  
ONE TIME HIDTA ALPR NETWORK LICENSE INCLUDED  
AGENCY PROVIDE CELL SERVICE, POWER, TRAFFIC CONTROL FOR INSTALL

Bill To:	Baytown Police Department - TX 3200 North Main Street Baytown, TX 77521-4112 United States	Ship To:	Baytown Police Department - TX 3200 North Main Street Baytown, TX 77521-4112 United States
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Product Qty	Product/Service	Unit Price	Amount
	Is this for an US or International Installation?: US		
	CELLULAR: CELLYes		
2	140514 - ELSAG Plate Hunter F3 - 4 Camera System	\$7,495.00	\$14,990.00
2	421847 - F3 FCU - POE, Wireless	\$0.00	\$0.00
4	411263 - Cable Pole Clamp Astro-3009	\$0.00	\$0.00
	Please select the Cellular Card to use.: Verizon		
2	413463 - Wireless Modem (Airlink RV55 Style for Verizon ATT)	\$1,252.27	\$2,504.54
2	421900 - F3 Cam 50mm 740nm - POE	\$6,900.00	\$13,800.00
2	421218 - Pole Mount 2 Cam Horizontal	\$630.00	\$1,260.00
2	421842 - F3 Cam 75mm 740nm - POE	\$6,900.00	\$13,800.00
2	421900 - F3 Cam 50mm 740nm - POE	\$6,900.00	\$13,800.00

Date Printed: 11/8/2021

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Product Qty	Product/Service	Unit Price	Amount
2	421218 - Pole Mount 2 Cam Horizontal	\$630.00	\$1,260.00
2	421842 - F3 Cam 75mm 740nm - POE	\$6,900.00	\$13,800.00
1	413223-250 - Cat5e Ethernet Cable - F3 - 250ft	\$155.00	\$155.00
2	510033-CSC - Car System Version 6.X - EOC Connected	\$0.00	\$0.00
8	510322-5.X - EOC Operation Center License 5.X	\$1,275.00	\$10,200.00
	What EOC will the customer be connecting to?: Houston HIDTA		
	Protocol: Texas - HIDTA		
	Delivery: Standard		
2	210003-F - Engineering Day - Field Support	\$1,250.00	\$2,500.00
2	210005-H - Engineering Hour - Helpdesk	\$160.00	\$320.00
2	413444 - Trendnet 10-Port Managed PoE+ Switch	\$999.98	\$1,999.96
69	210003 - Engineering Day - Outside Service JACKSON CONSTRUCTION - ELECTRICAL CONTRACTOR - Northbound and Southbound - RUN POWER FROM EXISTING TX DPS POWER TO NEW TX DPS INSTALLED POLE AND FCU ON POLE	\$1,250.00	\$86,250.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$176,639.50
Upfront	Goods & Services Sub-total (Pre-tax):		\$176,639.50
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$176,639.50

*This ESTIMATE does not constitute the entire offer and is for informational purposes only. A formal project review and/or site survey by the engineering team is required to provide an actionable quote. No orders will be accepted using this document. One year of warranty, 24 hour telephone support and initial training are included in all new purchases. Terms listed above may change or be modified for the final quote by Selex ES, Inc. after the completion of the project review by Engineering.*



## Quote Offer Terms and Conditions

**This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders issued after Quote Expiration Date.**

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Selex. Selex will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Selex.

**Shipment and Delivery.** All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

**Title.** Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. **Refer to the Selex Software License Agreement documentation provided with the shipment.**

**Payment Terms.** Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

**Taxes** may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

**Cancellation or Delay.** Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

**Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.**

**Applicable Law.** The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

**FORCE MAJEURE.** Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

**COMPLIANCE WITH LAWS.** Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

**EXPORT COMPLIANCE.** This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.



# SELEX ES, INC.

DUNS Unique Entity ID <b>198749777</b>	SAM Unique Entity ID <b>U2TTM1K22189</b>	CAGE / NCAGE <b>64415</b>
Purpose of Registration <b>All Awards</b>	Registration Status <b>Active</b>	Expiration Date <b>Jun 2, 2022</b>
Physical Address <b>11300 W 89TH ST Overland Park, Kansas 66214-1702 United States</b>	Mailing Address <b>11300 W. 89TH Street Overland Park, Kansas 66214-1702 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Selex Es Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>Kansas 03</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>http://www.leonardocompany-us.com</b>

## Registration Dates

Activation Date <b>Jun 4, 2021</b>	Submission Date <b>Jun 2, 2021</b>	Initial Registration Date <b>Jun 20, 2007</b>
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## Entity Dates

Entity Start Date <b>Jul 25, 2005</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>A1512</b>	Legal Business Name <b>LEONARDO SPA</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Foreign Owned Manufacturer of Goods</b>
Profit Structure <b>For Profit Organization</b>		

## Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the

## SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>64415</b>
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## Points of Contact

## Electronic Business

 <b>Nathan M Maloney, Vice President of Marketing</b>	<b>11300 W 89TH Street Overland Park, Kansas 66214 United States</b>
---	--

## Government Business

 <b>Nathan M Maloney, Vice President of Marketing</b>	<b>11300 W. 89TH Street Overland Park, Kansas 66214 United States</b>
---	---

## Service Classifications

## NAICS Codes

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>334511</b>	<b>Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing</b>
	<b>325412</b>	<b>Pharmaceutical Preparation Manufacturing</b>
	<b>334111</b>	<b>Electronic Computer Manufacturing</b>
	<b>334112</b>	<b>Computer Storage Device Manufacturing</b>
	<b>334220</b>	<b>Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing</b>
	<b>334512</b>	<b>Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use</b>
	<b>423690</b>	<b>Other Electronic Parts And Equipment Merchant Wholesalers</b>
	<b>811213</b>	<b>Communication Equipment Repair And Maintenance</b>

## Product and Service Codes

PSC	PSC Name
<b>5820</b>	<b>Radio And Television Communication Equipment, Except Airborne</b>
<b>5825</b>	<b>Radio Navigation Equipment, Except Airborne</b>
<b>5826</b>	<b>Radio Navigation Equipment, Airborne</b>
<b>6350</b>	<b>Miscellaneous Alarm, Signal, And Security Detection Systems</b>

## Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
<b>Any</b>		



Bradley Porras  
Houston HIDTA Financial Manager  
15311 Vantage Parkway West  
Suite 286  
Houston, TX 77032

March 20, 2018

Mr. Porras,

Please use this letter as a sole source reference. Selex-ES, a Leonardo Company's ELSAG ALPR Systems are the only ALPR solutions compatible with the Houston HIDTA ALPR network. No other ALPR system works within the Houston HIDTA Enterprise Operation Center(EOC) server based ALPR data base application.

ELSAG ALPR Systems Texas DIR contract #TX DIR TSO 3788 as well as our GSA Contract GSA (GS-07F-0004Y) [www.gsaadvantage.gov](http://www.gsaadvantage.gov)<<http://www.gsaadvantage.gov> are both great options for purchasing ALPR hardware to connect to the Houston HIDTA ALPR network.

Please let me know if there are further questions.

Kindest Regards,

A handwritten signature in black ink, appearing to read "Craig Duncan", with a long horizontal line extending to the right.

Craig Duncan  
Southern Regional Field Operations Manager  
ELSAG ALPR Systems

**Selex ES Inc., a Leonardo Company**  
4221 Tudor Lane  
Greensboro, NC 27410 USA  
Tel +1 877 773 5724  
Fax + 1 336 379 7164

7 Sutton Place  
Brewster, NY 10509 USA  
Tel +1 845 278 5425  
[info@leonardocompany-us.com](mailto:info@leonardocompany-us.com)



**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Consider an ordinance for the award of License Plate Reader camera

**Company Name:** Selex ES Inc

**Department:** Police

**Date:** 12/16/2022

**Council Date:** 01/13/2022

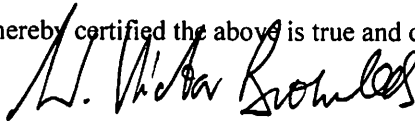
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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.



12/16/2022

\_\_\_\_\_  
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



## CITY COUNCIL MEETING

6. k.

**Meeting Date:** 01/13/2022

**Subject:** Consider an ordinance for the award of Automatic License Plate Reader cameras

**Prepared for:** John Stringer, Police

**Prepared by:** Carla Hommel, Finance

**Department:** Police

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### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase of Automatic License Plate Reader software, equipment, and installation services for the Houston HIDTA program using the General Service Administration Multiple Award Schedule (GSA MAS) Co-Op Purchasing Program from Selex ES, Inc.

#### **PREFACE**

This proposed ordinance authorizes the purchase of Automatic License Plate Reader software, equipment, and installation services for the Houston HIDTA program using the General Service Administration Multiple Award Schedule (GSA MAS) Co-Op Purchasing Program from Selex ES, Inc in the amount of \$68,418.07.

Houston HIDTA has been instrumental in developing a national Automated License Plate Reader (ALPR) system designed to provide law enforcement personnel with timely intelligence on suspected/known drug trafficking entities, especially along key roadways that connect to the Mexican border.

This project is being coordinated with the Texas Department of Transportation (TxDOT) to install 10 ALPR cameras (pre-purchased) on US 59 (5 northbound and 5 southbound) in Texarkana, Texas. The \$68,418.07 covers the purchase cost of equipment and software, along with supplies and services required for installation.

---

### **Fiscal Impact**

**Fiscal Year:** 2022  
**Acct Code:** 24110-84042-FG24110-84042  
**Source of Funds (Operating/Capital/Bonds):**  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** \$68,418.07  
**Fiscal Impact (Additional Information):**

---

### **Attachments**

Ordinance - Purchase of Automatic License Plate Reader Cameras  
GSA Contract

Quote

Indebtedness Certification

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHTEEN AND 07/100 DOLLARS (\$68,418.07) TO SELEX ES, INC., FOR THE PURCHASE OF AUTOMATIC LICENSE PLATE READER SOFTWARE, EQUIPMENT, AND INSTALLATION SERVICES FOR THE HOUSTON HIGH INTENSITY DRUG TASK FORCE, THROUGH CONTRACT GS-07F-0004Y OF THE UNITED STATES GENERAL SERVICE ADMINISTRATION MULTIPLE AWARD SCHEDULE COOPERATIVE PURCHASING PROGRAM; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the Local Preparedness Acquisition Act (P.L. 110-248) amended the Federal Property and Administrative Services Act to authorize the use of Federal Supply Schedule Contracts under the Multiple Award Schedule by state and local entities under the General Contractor Services, Inc. ("GSA") Cooperative Purchasing Program; and

WHEREAS, based upon the Act, the City of Baytown qualifies as a local government entity and is qualified to participate in the GSA Cooperative Purchasing Program as an alternate purchasing method satisfying the City's competitive bidding obligations; and

WHEREAS, the purchase of Automatic License Plate Reader software, equipment, and installation services may be made by the City through the Cooperative Purchasing Program of the United States General Services Administration; 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 SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHTEEN AND 07/100 DOLLARS (\$68,418.07) to Selex ES, Inc., for the purchase of Automatic License Plate Reader software, equipment, and installation services for Houston High Intensity Drug Task Force, through contract GS-07F-0004Y of the United States General Service Administration Multiple Award Schedule Cooperative Purchasing Program.

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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney

**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!<sup>TM</sup>, a menu-driven database system. The Internet address for GSA-Advantage!<sup>TM</sup> is: <http://www.gsadvantage.gov>*

**Multiple Award Schedule (MAS)  
Contract Number: GS-07F-0004Y**



**Selex ES Inc.  
11300 West 89<sup>th</sup> Street  
Overland Park, KS 66214-1702  
Phone: (336) 379-7135  
Fax: (336) 379-7164  
[www.us.selex-es.com](http://www.us.selex-es.com)**

**Contract Period: 10/01/2011 - 09/30/2026**

**FSC Group: Security & Protection, Information Technology, Scientific Management & Solutions**

**FSC/PSC Class: 6550, 7B22, 5820, 6610**

**Business Size / Status: Other than Small Business**

**Prices shown herein are NET (discount deducted).**

**Pricelist current through Modification PO-0058 dated October 1, 2021**



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## GENERAL CONTRACT INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

Please refer to [page #4](#) and *GSA eLibrary* ([www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)) for detailed SIN descriptions

**SIN 325412 / 325412 RC / 325412 STLOC, Criminal Investigative Equipment and Supplies**

**SIN 33411 / 33411 RC / 33411 STLOC, Purchase of New Electronic Equipment**

**SIN 334220 / 334220RC / 334220STLOC, Surveillance Systems, Wearable Body Cameras, and Vehicular Video**

**SIN 334511 / 334511RC, Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments**

**SIN OLM / OLM RC / OLM STLOC, Order Level Materials**

- 1b. Lowest Priced Model Number and Lowest Price: Please refer to pricing beginning on [page #8](#).
- 1c. Labor Category Descriptions: Not applicable
2. Maximum Order: SINs 325412, 334220, 334511 & OLM: \$250,000.00  
SIN 33411: \$500,000.00
3. Minimum Order: \$ 100.00
4. Geographic Coverage: 48 Contiguous States, Alaska, Hawaii, Puerto Rico, Washington, DC, and US Territories
5. Points of Production: US, IT, MX, PL, TW
6. Discount from List Price: All Prices Herein are Net
7. Quantity Discounts: 5.0% discount on orders of 25 units or more
8. Prompt Payment Terms: Net 30 days; Information for Ordering Offices:  
Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Foreign Items: None
- 10a. Time of Delivery: To be determined at the order level
- 10b. Expedited Delivery: To be determined at the order level
- 10c. Overnight and 2-Day Delivery: To be determined at the order level
- 10d. Urgent Requirement: See contract clause I-FSS-140-B, Urgent Requirements. Agencies can contact the contact for Contract Administration to obtain faster delivery.
11. F.O.B. Point: SINs 325412, 334220, 334511: Origin, prepay and add  
SIN 33411: Destination
- 12a. Ordering Address: Seles ES Inc.  
4221 Tudor Lane  
Greensboro, NC 27410
- 12b. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.



13. Payment Address: Seles ES Inc.  
4221 Tudor Lane  
Greensboro, NC 27410
14. Warranty Provision: Standard commercial warranty, including return and restocking policy
15. Export Packing Charges: Not Applicable
16. Terms and conditions of rental, maintenance, and repair: Not Applicable
17. Terms and conditions of installation (if applicable): Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices: Not Applicable
- 18b. Terms and conditions for any other services: Negotiated at the order level
19. List of service and distribution points: Determined at the order level

20. List of participating dealers:

**Applied Technology Services, Inc.**  
11615 Crossroads Circle, Suite J  
Baltimore, MD 21220-2866  
POC: Bob Marchese  
Phone: 410-344-1256  
Fax: 410-344-1259  
[bobm@appliedtechnologieservices.com](mailto:bobm@appliedtechnologieservices.com)  
DUNS: 119460280

**DuraTech USA, Inc.**  
12812 Valley View Street, Suite 10  
Garden Grove, CA 92845  
POC: Lorraine Trevino  
Phone: 714-898-2171  
Fax: 866-704-9132  
[ltrevino@duratechusa.com](mailto:ltrevino@duratechusa.com)  
DUNS: 199429973

**Thomas J. Madden and Associates Inc.**  
935 Highway 124, Bldg 400, Ste 401  
Braselton, GA 30517  
POC: Derek Smith  
Phone: 678-963-2060  
[dsmith@tjmadden.com](mailto:dsmith@tjmadden.com)  
DUNS: 160226569

**Busch and Associates, LLC**  
12705 S Rene Street  
Olathe, KS 66062  
POC: Jeff Busch  
Phone: 913-390-1777  
Fax: 913-390-8889  
[jeff@buschandassociates.com](mailto:jeff@buschandassociates.com)  
DUNS: 198023215

**Enchanted Technology Solutions, LLC**  
P.O. Box 29374  
Sante Fe, NM 87592  
POC: Jeff Gallegos  
Phone: 505-946-8219  
[jeffg@ets.us.com](mailto:jeffg@ets.us.com)  
DUNS: 081132033

**W Reeves and Associates Inc.**  
3097 Grimes Trail  
Norwalk, IA 50211  
POC: Bill Reeves  
Phone: 515-981-5967  
[bill@wreeves.com](mailto:bill@wreeves.com)  
DUNS: 022975896

**Dana T. Marsh, Inc.**  
391 Gingercake Road  
Fayetteville, GA 30214  
POC: Dana T. Marsh  
Phone: 770-825-6158  
[danatmarsh@aol.com](mailto:danatmarsh@aol.com)  
DUNS: 782265602

**John Wright and Associates, Inc.**  
1111 West Abram Street  
Arlington, TX 76013  
POC: Derek Wright  
Phone: 817-459-2001  
Fax: 817-459-2515  
[derek@johnwrightassoc.com](mailto:derek@johnwrightassoc.com)  
DUNS: 962497020

21. Preventative maintenance (if applicable) Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): Not Applicable

- 22b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location). The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/) Contact Contractor
23. Unique Entity Identifier (UEI) Number: 198749777
24. Selex ES Inc. *is* registered in the System for Award Management (SAM).

## **CONTRACT OVERVIEW**

GSA awarded *Selex ES Inc.* a Federal Supply Schedule contract under the Multiple Award Schedule (MAS) with contract number **GS-07F-0004Y**. The contract base period is complete. Option Period 2 runs from **October 1, 2021 – September 30, 2026**. GSA may exercise up to two additional 5-year option periods. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

## **CONTRACT ADMINISTRATOR**

Nathan Maloney, Vice President

Telephone: (518) 495-2288

Email: [nate.maloney@leonardocompany-us.com](mailto:nate.maloney@leonardocompany-us.com)

## **CONTRACT USE**

This contract is available for use by all federal government agencies, as a source for products and services, for worldwide use. Executive agencies, other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract. Additionally, contractors are encouraged to accept orders received from activities within the Executive Branch of the Federal Government.

## **CONTRACT SCOPE**

The contractor shall provide all resources including personnel, management, supplies, services, materials, equipment, facilities and transportation necessary to provide a wide range of professional services as specified in each task order. Services specified in a task order may be performed at the contractor's facilities or the ordering agencies' facilities. The government will determine the contractor's compensation by any of several different methods (to be specified at the task order level) e.g., a firm-fixed price for services with or without incentives, labor hours or time-and-material.

## **SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS**

The Special Item Numbers (SINs) available under this contract provide services across the life cycle of a project. When task orders are placed, they must identify the SIN or SINs under which the task is being executed. Selex ES Inc. has been awarded a contract by GSA to provide services under SINs 325412, 33411, 334220, 334511, and OLM. A full description of each SIN and examples of the types of work covered thereunder are provided below.

### **SIN 325412, Criminal Investigative Equipment and Services**

Includes products necessary for criminal investigations, such as evidence collection supplies, fingerprinting, polygraphs, evidence collection containers, etc.

### **SIN 33411, Purchase of New Electronic Equipment**

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

### **SIN 334220, Surveillance Systems, Wearable Body Cameras, and Vehicular Video**

Includes surveillance systems, wearable body cameras, and vehicle videos, including video storage and services as part of a total solution.

## **SIN 334511, Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments**

Includes telecommunications equipment and accessories, such as radar (except airborne), underwater, light, and laser equipment.

### **SIN OLM, Order Level Materials**

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

#### **OLM SIN-Level Requirements/Ordering Instructions:**

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

#### **OLM Pricing:**

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

## INSTRUCTIONS FOR PLACING ORDERS BASED ON GSA SCHEDULE RATES

GSA provides a streamlined, efficient process for ordering the products and services you need. GSA has already determined that Selex ES Inc. meets the technical requirements and that our prices offered are fair and reasonable. Agencies may use written orders, facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract.

If it is determined that your agency needs an outside source to provide Law Enforcement products, follow these simple steps:

Orders under the Micro-Purchase Threshold
<ul style="list-style-type: none"> <li>Select the contractor best suited for your needs and place the order.</li> </ul>
Orders in-between the Micro-Purchase Threshold and the Simplified Acquisition Threshold
<ul style="list-style-type: none"> <li>Prepare a SOW or Performance Work Statement (PWS) in accordance with FAR 8.405-2(b).</li> <li>Prepare and send the RFQ (including SOW and evaluation criteria) to at least <b>three</b> GSA Schedule contractors.</li> <li>Evaluate, then make a "Best Value" determination.</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>
Orders over the Simplified Acquisition Threshold
<ul style="list-style-type: none"> <li>Prepare the RFQ (including the SOW and evaluation criteria) and post on eBuy to afford all Schedule contractors the opportunity to respond, or provide the RFQ to as many Schedule contractors as practicable, consistent with market research, to reasonably ensure that quotes are received from at least <b>three</b> contractors.</li> <li>Seek price reductions.</li> <li>Evaluate all responses and place the order, or establish the BPA with the GSA Schedule contractor that represents the best value (refer to FAR 8.405-2(d)).</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>

Developing a Statement of Work (SOW)	Preparing a Request for Quote (RFQ)
<p>In the SOW, include the following information:</p> <ul style="list-style-type: none"> <li>Work to be performed,</li> <li>Location of work,</li> <li>Period of performance;</li> <li>Deliverable schedule, and</li> <li>Special standards and any special requirements, where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Include the SOW and evaluation criteria;</li> <li>Request fixed price, ceiling price, or, if not possible, labor hour or time and materials order;</li> <li>If preferred, request a performance plan from contractors and information on past experience; and include information on the basis for selection.</li> <li>May be posted on GSA's electronic RFQ system, eBuy</li> </ul>

For more information related to ordering services, go to <http://www.gsa.gov/schedules-ordering> and client "Ordering Information." Also see summary guidelines in the [Multiple Award Schedule \(MAS\) Desk Reference Guide, Ordering Procedures](#).

## BLANKET PURCHASE AGREEMENT

Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-1 or 8.405-2. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (*e.g.* estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.

## GSA AWARDED PRODUCTS

SIN	MFR PART #	MFR	PRODUCT NAME	GSA PRICE
325412, 334220	110090	SELEX	ELSAG Plate Hunter DCT	\$130,930.00
325412, 334220	110096	SELEX	ELSAG Plate Hunter DCT1001	\$115,930.00
325412, 334220	110114	SELEX	ELSAG Plate Hunter DST1000-Deployable	\$50,930.00
325412, 334220	110119	SELEX	ELSAG Plate Hunter DCT1000-GENERIC	\$120,000.00
325412, 334220	110183	SELEX	ELSAG Plate Hunter MS-Covert Tool Box	\$22,620.00
325412, 334220	120016	SELEX	ELSAG Plate Hunter MS-Covert Tool Box	\$2,954.48
325412, 334220	120047	SELEX	ELSAG Plate Hunter F2-FCU Wireless	\$8,621.93
325412, 334220	120050	SELEX	ELSAG Plate Hunter F2-FCU	\$8,313.05
325412, 334220	120058	SELEX	ELSAG Plate Hunter F2-FCU International	\$9,653.22
325412, 334220	120060	SELEX	ELSAG Plate Hunter F2-MINI International	\$3,255.00
325412, 334220	140002	SELEX	ELSAG Plate Hunter MS-2	\$15,000.00
325412, 334220	140003	SELEX	ELSAG Plate Hunter MS-3	\$18,050.00
325412, 334220	140011	SELEX	ELSAG Plate Hunter M6 - 1 Camera	\$7,715.00
325412, 334220	140012	SELEX	ELSAG Plate Hunter M6 - 2 Camera	\$11,500.00
325412, 334220	140013	SELEX	ELSAG Plate Hunter M6 - 3 Camera	\$16,820.00
325412, 334220	140014	SELEX	ELSAG Plate Hunter M6 - 4 Camera	\$20,300.00
325412, 334220	140021	SELEX	ELSAG Plate Hunter H6 – 1 Camera	\$12,245.00
325412, 334220	140022	SELEX	ELSAG Plate Hunter H6 – 2 Camera	\$16,230.00
325412, 334220	140023	SELEX	ELSAG Plate Hunter H6 – 3 Camera	\$21,460.00
325412, 334220	140031	SELEX	ELSAG Plate Hunter™ M7 – 1 Camera	\$7,773.30
325412, 334220	140032	SELEX	ELSAG Plate Hunter™ M7 – 2 Camera	\$11,586.90
325412, 334220	140033	SELEX	ELSAG Plate Hunter™ M7 – 3 Camera	\$16,947.10
325412, 334220	140034	SELEX	ELSAG Plate Hunter™ M7 – 4 Camera	\$20,453.40
325412, 334220	140100	SELEX	XPH-8700 - Barrel (Excludes Camera)	\$8,310.00
325412, 334220	140202	SELEX	LPT-900 LUGG 2 CAM	\$21,200.00

325412, 334220	140203	SELEX	LPT-900 LUGG 3 CAM	\$24,755.00
325412, 334220	140332	SELEX	Message Board Full 3 Line Covert 2 Cam	\$51,919.39
325412, 334220	140335	SELEX	Message Board Full 3 Line-1 Camera	\$37,722.92
325412, 334220	140336	SELEX	Message Board Full 3 Line 2 Camera	\$36,435.00
325412, 334220	140402	SELEX	ELSAG Plate Hunter 2 Pick Up Tool Box	\$20,255.00
325412, 334220	140452	SELEX	MPH-900 Tahoe Grill Mount	\$13,460.00
325412, 334220	140501	SELEX	ELSAG Plate Hunter F2-1	\$7,495.00
325412, 334220	140502	SELEX	ELSAG Plate Hunter F2-2	\$7,495.00
325412, 334220	140503	SELEX	ELSAG Plate Hunter F2-3	\$7,495.00
325412, 334220	140504	SELEX	ELSAG Plate Hunter F2-4	\$7,495.00
325412, 334220	140511	SELEX	ELSAG Plate Hunter F3 - 1 Camera System	\$7,551.64
325412, 334220	140512	SELEX	ELSAG Plate Hunter F3 - 2 Camera System	\$7,551.64
325412, 334220	140513	SELEX	ELSAG Plate Hunter F3 - 3 Camera System	\$7,551.64
325412, 334220	140514	SELEX	ELSAG Plate Hunter F3 - 4 Camera System	\$7,551.64
325412, 334220	140515	SELEX	ELSAG Plate Hunter F3 - 5 Camera System	\$7,551.64
325412, 334220	140516	SELEX	ELSAG Plate Hunter F3 - 6 Camera System	\$7,551.64
325412, 334220	140517	SELEX	ELSAG Plate Hunter F3 - 7 Camera System	\$7,551.64
325412, 334220	140601	SELEX	ELSAG Plate Hunter Covert Pole Camera	\$15,760.00
325412, 334220	140700	SELEX	ELSAG Plate Hunter V	\$3,495.00
325412, 334220	210012	SELEX	Shipping Service per mile	\$4.00
325412, 334220	210013	SELEX	Overnight Shipping Service	\$395.00
325412, 334220	210019	SELEX	Remote Software Installation	\$320.00
325412, 334220	210020	SELEX	Tech Dispatch - Mobile	\$1,250.00
325412, 334220	210022	SELEX	ELSAG Operations Center Initial Config	\$1,250.00
325412, 334220	210027	SELEX	Installation - Mobile	\$625.00
325412, 334220	210028	SELEX	Installation - SpeedEnforcer	\$4,895.00
325412, 334220	210040	SELEX	ITS MPPS Installation & Freight Charges	\$3,048.00



325412, 334220	210041	SELEX	ITS LPR Enforcement Soft Monthly Hosting	\$113.85
325412, 334220	210042	SELEX	ITS Service & Tech Support, <500 spaces	\$0.92
325412, 334220	210043	SELEX	ITS Service & Tech Support, >500 spaces	\$0.69
325412, 334220	210044	SELEX	Out of Warranty Diagnostic Charge	\$555.00
325412, 334220	410319	SELEX	AD3M Perm Power Cable	\$190.00
325412, 334220	410330	SELEX	AD-M3 Transp. Camera Cable 16'	\$430.00
325412, 334220	410337	SELEX	Finished AD-M3 Camera Bracket	\$50.00
325412, 334220	410357	SELEX	AD-M3 Trunk Bulkhead Gasket	\$5.00
325412, 334220	410361	SELEX	AD3M Perm Camera Cable	\$530.00
325412, 334220	410362	SELEX	AD3M Trans Power Cable	\$195.00
325412, 334220	410404	SELEX	Shell for Barrel Camera	\$160.00
325412, 334220	410520	SELEX	20ft AD3M Transportable Camera Cable	\$440.00
325412, 334220	410901	SELEX	Thule #LB50 - Load Bars	\$100.00
325412, 334220	411128	SELEX	AD3 Split Trunk Mount LH Cable	\$520.00
325412, 334220	411130	SELEX	AD3 Split Trunk Mount RH Cable	\$515.00
325412, 334220	411225	SELEX	Dual AD3 Splt Cam w/PL 16'	\$1,105.00
325412, 334220	411246	SELEX	AD3 Split w/LP 16' Perm Cable	\$605.00
325413422 0	411256	SELEX	2 Line Matrix Radar Trailer	\$9,095.00
325412, 334220	411336	SELEX	AD3-S cam cable low prof 25ft	\$680.00
325412, 334220	411362	SELEX	Z Bracket - Sonic Wall 1.53 inch	\$10.00
325412, 334220	411706	SELEX	Tool Box - Small Truck	\$650.00
325412, 334220	411720	SELEX	Triple 16ft Camera Cable	\$1,530.00
325412, 334220	411781	SELEX	Mounting BRKT - Mini Split 2.5 IN	\$40.00
325412, 334220	411782	SELEX	Mounting BRKT - Mini Split 2.5 IN	\$40.00
325412, 334220	411841	SELEX	Hedley Clip	\$30.00
325412, 334220	412045	SELEX	RT Matrix - 3-Line	\$23,740.00
325412, 334220	412149	SELEX	Opus Permanent Power Cable	\$176.28

325412, 334220	412165	SELEX	Opus Transportable Power Cable	\$153.61
325412, 334220	412169	SELEX	Storm Case Assembly	\$360.00
325412, 334220	412283	SELEX	Push Bumper Mini Camera Bracket	\$40.00
325412, 334220	412310	SELEX	Packing Foam Insert	\$65.00
325412, 334220	412319	SELEX	FH Hanging BKT- .438 MTG Holes	\$110.00
325412, 334220	412333	SELEX	FH Perm CBL-Ethernet Opus	\$290.00
325412, 334220	412348	SELEX	Custom Neuvo ELSAG PC	\$3,355.00
325412, 334220	412362	SELEX	Isolation Mounting Disk, Mini	\$60.10
325412, 334220	412413	SELEX	M6 Cam Cable-16FT Split FLD Term	\$525.00
325412, 334220	412494	SELEX	"Z" Clip	\$50.00
325412, 334220	412518	SELEX	CAM Cable-22FT Split Trans 90-12:00	\$775.00
325412, 334220	412713	SELEX	M6 Perm Power Cable, No Opus	\$239.25
325412, 334220	412717	SELEX	Mounting Bracket, AD3-MS, 3 IN Tall	\$40.00
325412, 334220	412725	SELEX	Tool Box Shell, 10 x 10 x 54	\$1,170.00
325412, 334220	412777	SELEX	Permanent Insulation Disc, Bulkhead	\$91.60
325412, 334220	412841	SELEX	KVM Console to USB 2.0 (Crash Cart)	\$463.47
325412, 334220	412879	SELEX	Sign Speed Trailer	\$13,085.00
325412, 334220	412880	SELEX	Speed Patrol 18 Radar Trailer, Pocket	\$9,405.00
325412, 334220	412897	SELEX	Custom Aaeon PC AEV-6301 brick computer	\$2,460.00
325412, 334220	412926	SELEX	2.4 GHz Flat Panel Antenna - N-Female	\$111.90
325412, 334220	412929	SELEX	Plate Mounting Bracket FCU	\$50.00
325412, 334220	412930	SELEX	Top FCU Plate Mounting Plate	\$136.00
325412, 334220	412931	SELEX	Bottom FCU Plate Mounting Plate	\$136.00
325412, 334220	412940	SELEX	Large I-Beam Mount (Vendor Built)	\$795.10
325412, 334220	412945	SELEX	Small I-Beam Mount (Vendor Built)	\$1,007.56
325412, 334220	412947	SELEX	Extra Large I-Beam Plate (11-24 IN)	\$115.00
325412, 334220	412950	SELEX	Extra Large I-Beam Mount (Vendor Built)	\$1,007.56

325412, 334220	412960	SELEX	M6 Mounting Bracket - 3 IN	\$45.00
325412, 334220	412972	SELEX	Extra Large I-Beam Plate (~36 IN, XXL)	\$350.00
325412, 334220	412982	SELEX	ITS MBR 95 Wireless Mobile Router	\$386.40
325412, 334220	412983	SELEX	ITS MBR 96 Mounting Bracket/Cabling	\$193.20
325412, 334220	412984	SELEX	ITS MPPS 1010 Tablet w/Bracket ring	\$676.20
325412, 334220	412987	SELEX	ALPR Modified RU2 Speed Trailer w/Solar	\$13,335.00
325412, 334220	412993	SELEX	Opus Single Output Cable AD3MS	\$115.00
325412, 334220	412995	SELEX	Packing Foam Insert - AD4-MS 2 Cam Sys	\$70.00
325412, 334220	412996	SELEX	Trigger Control Box 4 Channel	\$3,606.53
325412, 334220	412997	SELEX	Trigger Control Box 2 Channel	\$2,690.63
325412, 334220	412998	SELEX	Trigger Control Box 1 Channel	\$2,232.65
325412, 334220	413009	SELEX	Camera Mount Tripod	\$200.00
325412, 334220	413010	SELEX	ALPR Modified Message Board Trailer	\$41,379.67
325412, 334220	413011	SELEX	Message Board Toolbox Bracket	\$194.64
325412, 334220	413048	SELEX	M6 Transportable Power Cable, No OPUS	\$179.41
325412, 334220	413262	SELEX	Antaira 8-port POE unmanaged switch F3	\$780.86
325412, 334220	413297	SELEX	F3 12VDC / trigger cable - 3 Cond. 18AWG	\$5.55
325412, 334220	413298	SELEX	M7 Permanent Power Cable, 2 Boxes	\$339.04
325412, 334220	413307	SELEX	M7 Permanent Power Cable	\$223.50
325412, 334220	413335	SELEX	M7 Trunk box Mounting Bracket - 1 piece	\$15.11
325412, 334220	413347	SELEX	M7 transportable Power Cable	\$177.12
325412, 334220	420018	SELEX	2 Camera Tether Kit	\$225.00
325412, 334220	421218	SELEX	ASM, Pole Mount, 2 Camera	\$834.10
325412, 334220	421321	SELEX	2 Port Vert Flr Mnt B0x Assembly	\$95.00
325412, 334220	421326	SELEX	Silicone Base Pad	\$10.00
325412, 334220	421399	SELEX	ASM, Pole Mount, 1 Camera	\$591.21
325412, 334220	421415	SELEX	Hi Res Fixed Cam 25/35mm 870	\$8,950.00

325412, 334220	421418	SELEX	AD3-FH Cam 35/50mm 870nm	\$8,950.00
325412, 334220	421487	SELEX	16 mm Mini Camera Head	\$4,195.00
325412, 334220	421499	SELEX	25 mm Mini Camera Head	\$4,350.00
325412, 334220	421500	SELEX	35 mm Mini Camera Head	\$4,919.14
325412, 334220	421501	SELEX	50 mm Mini Camera Head	\$4,958.07
325412, 334220	421502	SELEX	AD3-MS Cam 16mm 810nm	\$4,875.48
325412, 334220	421503	SELEX	AD3-MS Cam 25mm 810nm	\$4,350.00
325412, 334220	421504	SELEX	AD3-MS Cam 35mm 810nm	\$4,350.00
325412, 334220	421505	SELEX	AD3-MS Cam 50mm 810nm	\$4,350.00
325412, 334220	421506	SELEX	AD3-MS Cam 16mm 870nm	\$4,350.00
325412, 334220	421509	SELEX	AD3-MS Cam 25mm 870nm	\$4,350.00
325412, 334220	421510	SELEX	AD3-MS Cam 35mm 870nm	\$4,350.00
325412, 334220	421511	SELEX	AD3-MS Cam 50mm 870nm	\$4,350.00
325412, 334220	421520	SELEX	3 Camera Tether Kit	\$270.00
325412, 334220	421523	SELEX	Multi-Mount, 2 Camera	\$480.17
325412, 334220	421548	SELEX	Bullet Router Upgrade Kit	\$1,017.63
325412, 334220	421554	SELEX	Hi Res Fixed Cam 25/35mm 740	\$9,760.98
325412, 334220	421571	SELEX	Cam Mtg Asm - Over the Road	\$675.00
325412, 334220	421572	SELEX	ASM, Pole Mount, 3 Camera	\$1,158.60
325412, 334220	421577	SELEX	HI Res Fixed Cam 16/25mm 880nm	\$8,950.00
325412, 334220	421586	SELEX	Multi-mount, 1 Camera, Assembly	\$232.08
325412, 334220	421589	SELEX	HI Res Fixed Cam 16/25mm 740nm	\$9,744.35
325412, 334220	421592	SELEX	Hi Res Fixed Cam 25/35mm 810	\$8,950.00
325412, 334220	421595	SELEX	Hi Res Fixed Cam 25/35mm 940	\$8,950.00
325412, 334220	421608	SELEX	Opus replacement Kit 3-4 Cam System	\$730.73
325412, 334220	421611	SELEX	Opus Rep Kit-Trans PWR 1-2 Camera	\$708.06
325412, 334220	421619	SELEX	Hi Res Fixed Cam 12/16mm 740	\$9,710.63

325412, 334220	421633	SELEX	Light Bar ASM - Mini Split	\$365.00
325412, 334220	421636	SELEX	Daisy Chain W/Barrel-2 Battery	\$3,377.22
325412, 334220	421637	SELEX	Barrel 110V Conversion Kit	\$240.00
325412, 334220	421639	SELEX	Low Profile Light Bar Mount Bracket	\$451.75
325412, 334220	421643	SELEX	1 Port Trunk Box - Alum Finish	\$2,205.00
325412, 334220	421644	SELEX	2 Port Trunk Box - Alum Finish	\$4,770.00
325412, 334220	421646	SELEX	Trunk Box Floor Mount 3-4 Port	\$305.00
325412, 334220	421663	SELEX	AD3-FH Cam 8/12mm 870nm	\$8,950.00
325412, 334220	421667	SELEX	Assembly Hanging Mount, 2-Camera	\$831.08
325412, 334220	421670	SELEX	Camera Mounting ASM-Concrete	\$310.67
325412, 334220	421675	SELEX	AD3-FH Cam 8/12mm 740nm	\$9,790.04
325412, 334220	421676	SELEX	AD3-FH Cam 12/16mm 870nm	\$8,950.00
325412, 334220	421677	SELEX	Assembly Hanging Mount, 1 Camera	\$672.29
325412, 334220	421678	SELEX	Hi Res Fixed Cam 50 mm 740	\$9,689.08
325412, 334220	421681	SELEX	DIY MPH900 Perm Wiring Kit	\$325.00
325412, 334220	421684	SELEX	FCU ASM - McCain Box	\$7,070.14
325412, 334220	421686	SELEX	FCU ASM - McCain Box, NO AEEON	\$2,750.00
325412, 334220	421699	SELEX	Interceptor SUV Roof Multi-mount 1 Camera	\$236.66
325412, 334220	421704	SELEX	FCU2 w/Pole Mount	\$28,186.79
325412, 334220	421711	SELEX	Circulat Hanging Mount, 2 POC 1 Camera	\$1,282.00
325412, 334220	421713	SELEX	Split SUV Roof Mount	\$335.81
325412, 334220	421719	SELEX	Hanging Mount Angle 2 POC 1 Camera	\$4,690.00
325412, 334220	421720	SELEX	Hanging Mount Angle 2 POC 1 Camera	\$2,243.53
325412, 334220	421740	SELEX	Circular Gantry 2 POC Mount	\$1,853.49
325412, 334220	421742	SELEX	Interceptor SUV FH Mount	\$220.00
325412, 334220	421743	SELEX	FCU2 Plate Mount	\$24,700.00
325412, 334220	421744	SELEX	FCU2 Basic On A Plate	\$8,900.00

325412, 334220	421747	SELEX	AD3-FH Cam 35/50mm 940nm	\$8,950.00
325412, 334220	421749	SELEX	Tahoe Grill Mount Kit	\$9,105.00
325412, 334220	421751	SELEX	Field Radar Trailer Power Upgrade Kit	\$19,684.82
325412, 334220	421752	SELEX	Radar Trailer LPR Kit LPD	\$6,383.74
325412, 334220	421756	SELEX	FPH-900 Lite 35 mm, 850 nm	\$4,795.00
325412, 334220	421758	SELEX	80/20 Frame Barrel Kit	\$7,355.00
325412, 334220	421759	SELEX	Hanging Mount - Short 16in - 2 Camera	\$1,424.43
325412, 334220	421771	SELEX	MPH-900 Tool Box Kit	\$17,255.00
325412, 334220	421775	SELEX	FPH-900 Lite 16 mm, 850 nm	\$4,795.00
325412, 334220	421776	SELEX	FPH-900 Lite 25 mm, 850 nm	\$4,795.00
325412, 334220	421785	SELEX	DEA Tailer Mount-Message Board	\$1,097.99
325412, 334220	421791	SELEX	Large Covert Sign Trailer Tool Box Kit	\$20,958.65
325412, 334220	421797	SELEX	FCU Assem on Shelf (2U) McCain, Wireless	\$7,363.25
325412, 334220	421802	SELEX	Assembly Pole Mount 3 Camera Horizontal	\$1,723.40
325412, 334220	421803	SELEX	M6 Cam 12mm 740nm	\$3,584.98
325412, 334220	421804	SELEX	M6 Cam 16mm 740nm	\$3,487.13
325412, 334220	421805	SELEX	M6 Cam 25mm 740nm	\$3,487.13
325412, 334220	421806	SELEX	M6 Cam 12mm 870nm	\$2,875.00
325412, 334220	421807	SELEX	M6 Cam 16mm 870nm	\$2,730.00
325412, 334220	421808	SELEX	M6 Cam 25mm 870nm	\$2,720.00
325412, 334220	421811	SELEX	M6 Multi-Mount 2 Cam Trunk	\$496.20
325412, 334220	421812	SELEX	M6 Interceptor SUV Mount 1 Cam	\$240.10
325412, 334220	421813	SELEX	M6 Magnet Multi-Mount	\$178.27
325412, 334220	421814	SELEX	M6 Low Profile Light Bar Assembly	\$461.48
325412, 334220	421816	SELEX	Camera Cable Assembly, Portable (AD3-FH)	\$665.00
325412, 334220	421818	SELEX	Fixed LPR Lite	\$21,950.00
325412, 334220	421828	SELEX	M6 Cam 8mm 740nm	\$3,645.00

325412, 334220	421832	SELEX	H6 Field Control Unit 1-2 Camera	\$7,960.00
325412, 334220	421834	SELEX	M6 Trunkbox, 1-2 Cameras	\$3,256.79
325412, 334220	421835	SELEX	M6 Trunkbox, 3-4 Cameras	\$5,110.93
325412, 334220	421842	SELEX	F3 Cam 75mm 740nm – POE	\$8,564.23
325412, 334220	421846	SELEX	F3 FCU – POE	\$7,551.64
325412, 334220	421847	SELEX	F3 FCU - POE, Wireless	\$7,551.64
325412, 334220	421848	SELEX	F3 Cam 35mm 528nm - 12VDC	\$7,574.93
325412, 334220	421883	SELEX	Covert Truck Toolbox M6 16mm	\$27,500.00
325412, 334220	421884	SELEX	Assembly Pole Mount 5 foot	\$1,454.23
325412, 334220	421885	SELEX	Covert Thule Triggered M6 16mm	\$28,000.00
325412, 334220	421887	SELEX	F3 Cam 16mm 850nm - POE	\$7,193.24
325412, 334220	421888	SELEX	F3 Cam 25mm 850nm - POE	\$7,099.63
325412, 334220	421889	SELEX	F3 Cam 35mm 850nm - POE	\$7,143.48
325412, 334220	421890	SELEX	F3 Cam 50mm 850nm - POE	\$7,226.26
325412, 334220	421891	SELEX	F3 Cam 75mm 850nm - POE	\$7,319.19
325412, 334220	421895	SELEX	Solar Panel Kit MPH Trailer	\$4,649.89
325412, 334220	421896	SELEX	F3 Cam 12mm 740nm - POE	\$7,171.30
325412, 334220	421897	SELEX	F3 Cam 16mm 740nm - POE	\$7,190.95
325412, 334220	421898	SELEX	F3 Cam 25mm 740nm - POE	\$7,097.35
325412, 334220	421899	SELEX	F3 Cam 35mm 740nm - POE	\$7,141.20
325412, 334220	421900	SELEX	F3 Cam 50mm 740nm - POE	\$7,223.97
325412, 334220	421908	SELEX	F3 FCU Asm (411937 retrofit)	\$11,756.37
325412, 334220	421909	SELEX	F3 FCU Asm (411937 retrofit) – Wireless	\$12,065.26
325412, 334220	421915	SELEX	F3 Cam 12mm 528nm - 12VDC	\$7,589.58
325412, 334220	421916	SELEX	F3 Cam 16mm 528nm - 12VDC	\$7,613.85
325412, 334220	421917	SELEX	F3 Cam 25mm 528nm - 12VDC	\$7,531.07
325412, 334220	421918	SELEX	F3 Cam 50mm 528nm - 12VDC	\$7,657.71

325412, 334220	421919	SELEX	F3 Cam 75mm 528nm - 12VDC	\$7,764.37
325412, 334220	421920	SELEX	M7 Trunk box, 1-2 Cameras	\$3,002.52
325412, 334220	421939	SELEX	M7 Cam 12mm 740nm	\$3,722.92
325412, 334220	421940	SELEX	M7 Cam 16mm 740nm (Left hand)	\$3,722.92
325412, 334220	421941	SELEX	M7 Cam 25mm 740nm	\$3,722.92
325412, 334220	421942	SELEX	M7 Cam 12mm 870nm	\$3,722.92
325412, 334220	421943	SELEX	M7 Cam 16mm 870nm (Left hand)	\$3,722.92
325412, 334220	421944	SELEX	M7 Cam 25mm 870nm	\$3,722.92
325412, 334220	421945	SELEX	M7 Cam 8mm 740nm	\$3,722.92
325412, 334220	421946	SELEX	M7 Cam 8mm 870nm	\$3,722.92
325412, 334220	421948	SELEX	M7 Cam 16mm 740nm (Right hand)	\$3,722.92
325412, 334220	421949	SELEX	M7 Cam 16mm 870nm (Right hand)	\$3,722.92
325412, 334220	421950	SELEX	F3 Cam 8mm 740nm – POE	\$6,952.14
325412, 334220	421951	SELEX	F3 Cam 8mm 850nm – POE	\$7,066.54
325412, 334220	510150	SELEX	Time Parking Enforcement Software	\$5,000.00
325412, 334220	510151	SELEX	Permit Parking Enforcement Software	\$5,000.00
325412, 334220	510160	SELEX	Data Acquisition Package	\$744.22
325412, 334220	510322	SELEX	API Development Kit	\$3,500.00
325412, 334220	510323	SELEX	EOC 5.X Speed Feature License	\$257.62
325412, 334220	510324	SELEX	API Run-Time License Fee	\$275.00
325412, 334220	510329	SELEX	ITS MPPS 0900 Enforcement SW & Setup	\$9,660.00
325412, 334220	510808	SELEX	C2P Base License	\$2,289.90
325412, 334220	510809	SELEX	C2P Node License	\$801.47
325412, 334220	520004	SELEX	Annual Support, Year 5 and beyond	\$995.00
325412, 334220	520005	SELEX	EOC Software Only with 3 months support	\$1,850.00
325412, 334220	520150	SELEX	Parking Enforcer SW Warranty	\$1,000.00
325412, 334220	520502	SELEX	Trailer Refueling Service	\$4,100.00



325412, 334220	140001-TP	SELEX	ELSAG Plate Hunter MS-2 Port TB	\$12,360.00
325412, 334220	140001-Upgrade	SELEX	ELSAG Plate Hunter MS 1 cam upgrade	\$5,200.00
325412, 334220	140301B	SELEX	Speed Patrol 18 Basic 1 Camera	\$16,190.00
325412, 334220	140301CO	SELEX	Speed Patrol 18 Customer Owned 1 Camera	\$7,100.00
325412, 334220	140301P	SELEX	Speed Patrol 18 w/ Pocket 1 Camera	\$16,375.00
325412, 334220	140301U	SELEX	Speed Patrol 18 w/Power Upgrade 1 Camera	\$16,190.00
325412, 334220	140302B	SELEX	Speed Patrol 18 Basic 2 Camera	\$16,635.00
325412, 334220	140302CO	SELEX	Speed Patrol 18 Customer Owned 2 Camera	\$7,540.00
325412, 334220	140302U	SELEX	Speed Patrol 18 w/Power Upgrade 2 Camera	\$16,635.00
325412, 334220	140332CO	SELEX	Full Message BD Trailer Covert Cust Ownd	\$29,165.00
325412, 334220	140332P	SELEX	Message Board Full w/Battery upgrade	\$51,500.00
325412, 334220	140335CO	SELEX	Message Board Full 3 Line-1 Camera	\$14,275.00
325412, 334220	140336CO	SELEX	Message Board Full 3 Line 2 Camera	\$15,600.00
325412, 334220	210003-E	SELEX	Engineering Day - Engineering	\$1,250.00
325412, 334220	210003-F	SELEX	Engineering Day - Field Support	\$1,250.00
325412, 334220	210003-H	SELEX	Engineering Day - Helpdesk	\$1,250.00
325412, 334220	210003-M	SELEX	Engineering Day - Manufacturing	\$1,250.00
325412, 334220	210003-P	SELEX	Engineering Day - Professional Services	\$1,920.00
325412, 334220	210005-E	SELEX	Engineering Hour - Engineering	\$160.00
325412, 334220	210005-F	SELEX	Engineering Hour - Field Support	\$160.00
325412, 334220	210005-H	SELEX	Engineering Hour - Helpdesk	\$160.00
325412, 334220	210005-M	SELEX	Engineering Hour - Manufacturing	\$160.00
325412, 334220	210005-P	SELEX	Engineering Hour - Professional Services	\$311.93
325412, 334220	410109-B	SELEX	Magnets with Blk Powder Coat	\$11.95
325412, 334220	410395-10	SELEX	Cable 10ft FG Pigtail	\$332.95
325412, 334220	410395-100	SELEX	Cable 100ft FG Pigtail	\$1,147.01
325412, 334220	410395-105	SELEX	Cable 105ft FG Pigtail	\$1,192.23

325412, 334220	410395-110	SELEX	Cable 110ft FG Pigtail	\$1,237.46
325412, 334220	410395-115	SELEX	Cable 115ft FG Pigtail	\$1,282.69
325412, 334220	410395-120	SELEX	Cable 120ft FG Pigtail	\$1,327.91
325412, 334220	410395-125	SELEX	Cable 125ft FG Pigtail	\$1,250.00
325412, 334220	410395-130	SELEX	Cable 130ft FG Pigtail	\$1,418.36
325412, 334220	410395-135	SELEX	Cable 135ft FG Pigtail	\$1,463.59
325412, 334220	410395-140	SELEX	Cable 140ft FG Pigtail	\$1,508.82
325412, 334220	410395-145	SELEX	Cable 145ft FG Pigtail	\$1,554.04
325412, 334220	410395-15	SELEX	Cable 15ft FG Pigtail	\$378.18
325412, 334220	410395-150	SELEX	Cable 150ft FG Pigtail	\$1,599.27
325412, 334220	410395-155	SELEX	Cable 155ft FG Pigtail	\$1,644.49
325412, 334220	410395-160	SELEX	Cable 160ft FG Pigtail	\$1,689.72
325412, 334220	410395-165	SELEX	Cable 165ft FG Pigtail	\$1,734.95
325412, 334220	410395-170	SELEX	Cable 170ft FG Pigtail	\$1,780.17
325412, 334220	410395-175	SELEX	Cable 175ft FG Pigtail	\$1,825.40
325412, 334220	410395-180	SELEX	Cable 180ft FG Pigtail	\$1,870.62
325412, 334220	410395-185	SELEX	Cable 185ft FG Pigtail	\$1,915.85
325412, 334220	410395-190	SELEX	Cable 190ft FG Pigtail	\$1,961.07
325412, 334220	410395-195	SELEX	Cable 195ft FG Pigtail	\$2,006.30
325412, 334220	410395-20	SELEX	Cable 20 ft FG Pigtail	\$423.40
325412, 334220	410395-200	SELEX	Cable 200ft FG Pigtail	\$2,051.52
325412, 334220	410395-205	SELEX	Cable 205ft FG Pigtail	\$2,096.75
325412, 334220	410395-210	SELEX	Cable 210ft FG Pigtail	\$2,141.97
325412, 334220	410395-215	SELEX	Cable 215ft FG Pigtail	\$2,187.20
325412, 334220	410395-220	SELEX	Cable 220ft FG Pigtail	\$2,232.42
325412, 334220	410395-225	SELEX	Cable 225ft FG Pigtail	\$2,277.65
325412, 334220	410395-230	SELEX	Cable 230ft FG Pigtail	\$2,322.87

325412, 334220	410395-235	SELEX	Cable 235ft FG Pigtail	\$2,368.10
325412, 334220	410395-240	SELEX	Cable 240ft FG Pigtail	\$2,413.33
325412, 334220	410395-245	SELEX	Cable 245ft FG Pigtail	\$2,458.55
325412, 334220	410395-25	SELEX	Cable 25ft FG Pigtail	\$468.63
325412, 334220	410395-250	SELEX	Cable 250ft FG Pigtail	\$2,503.78
325412, 334220	410395-255	SELEX	Cable 255ft FG Pigtail	\$2,549.00
325412, 334220	410395-30	SELEX	Cable 30ft FG Pigtail	\$513.86
325412, 334220	410395-32	SELEX	Cable 32ft FG Pigtail	\$444.36
325412, 334220	410395-35	SELEX	Cable 35ft FG Pigtail	\$559.08
325412, 334220	410395-40	SELEX	Cable 40ft FG Pigtail	\$604.31
325412, 334220	410395-45	SELEX	Cable 45ft FG Pigtail	\$649.53
325412, 334220	410395-5	SELEX	Cable 5ft FG Pigtail	\$287.73
325412, 334220	410395-50	SELEX	Cable 50ft FG Pigtail	\$694.76
325412, 334220	410395-55	SELEX	Cable 55ft FG Pigtail	\$739.98
325412, 334220	410395-60	SELEX	Cable 60ft FG Pigtail	\$785.21
325412, 334220	410395-65	SELEX	Cable 65ft FG Pigtail	\$830.43
325412, 334220	410395-70	SELEX	Cable 70ft FG Pigtail	\$875.66
325412, 334220	410395-75	SELEX	Cable 75ft FG Pigtail	\$920.88
325412, 334220	410395-80	SELEX	Cable 80ft FG Pigtail	\$966.11
325412, 334220	410395-85	SELEX	Cable 85ft FG Pigtail	\$1,011.33
325412, 334220	410395-90	SELEX	Cable 90ft FG Pigtail	\$1,056.56
325412, 334220	410395-95	SELEX	Cable 95ft FG Pigtail	\$1,101.78
325412, 334220	410510-175	SELEX	AD3FG Camera Cable - 175 FT	\$1,963.73
325412, 334220	411225-20	SELEX	Dual AD3 Split Cam w/LP 20'	\$1,205.00
325412, 334220	411409-1	SELEX	Class 1 EOC Server System	\$1,823.68
325412, 334220	411409-10	SELEX	Class 10 EOC Server System	\$228,982.37
325412, 334220	411409-2	SELEX	Class 2 EOC Server System	\$9,364.28

325412, 334220	411409-3	SELEX	Class 3 EOC Server System	\$18,312.34
325412, 334220	411409-4	SELEX	Class 4 EOC Server System	\$27,471.03
325412, 334220	411409-5	SELEX	Class 5 EOC Server System	\$36,629.72
325412, 334220	411409-6	SELEX	Class 6 EOC Server System	\$45,793.45
325412, 334220	411409-7	SELEX	Class 7 EOC Server System	\$91,586.90
325412, 334220	411409-8	SELEX	Class 8 EOC Server System	\$137,385.39
325412, 334220	411409-9	SELEX	Class 9 EOC Server System	\$183,183.88
325412, 334220	411409-H1	SELEX	Class 1 EOC Server Hosting	\$995.00
325412, 334220	411409-H10	SELEX	Class 10 EOC Server Hosting	\$124,995.00
325412, 334220	411409-H2	SELEX	Class 2 EOC Server Hosting	\$4,995.00
325412, 334220	411409-H3	SELEX	Class 3 EOC Server Hosting	\$9,995.00
325412, 334220	411409-H4	SELEX	Class 4 EOC Server Hosting	\$14,995.00
325412, 334220	411409-H5	SELEX	Class 5 EOC Server Hosting	\$19,995.00
325412, 334220	411409-H6	SELEX	Class 6 EOC Server Hosting	\$24,995.00
325412, 334220	411409-H7	SELEX	Class 7 EOC Server Hosting	\$49,995.00
325412, 334220	411409-H8	SELEX	Class 8 EOC Server Hosting	\$74,995.00
325412, 334220	411409-H9	SELEX	Class 9 EOC Server Hosting	\$99,995.00
325412, 334220	412014-39.5	SELEX	12m FG Pigtail ROHS Cable	\$460.00
325412, 334220	412519-12	SELEX	12ft Flat Split Transportable Camera Cbl	\$539.69
325412, 334220	412519-16	SELEX	16ft Flat Split Transportable Camera Cbl	\$597.57
325412, 334220	412519-20	SELEX	20FT Flat Split Transportable Camera Cbl	\$655.46
325412, 334220	412519-22	SELEX	22FT Flat Split Transportable Camera Cbl	\$684.40
325412, 334220	412520-12	SELEX	12FT 4:30 Oval Split Transportable Cable	\$570.94
325412, 334220	412520-16	SELEX	16FT 4:30 Oval Split Transportable Cable	\$628.83
325412, 334220	412520-20	SELEX	20FT 4:30 Oval Split Transportable Cable	\$686.72
325412, 334220	412520-22	SELEX	12FT 4:30 Oval Split Transportable Cable	\$741.40
325412, 334220	412521-12	SELEX	12FT 7:30 Oval Split Transportable Cable	\$570.94

325412, 334220	412521-16	SELEX	16FT 7:30 Oval Split Transportable Cable	\$654.57
325412, 334220	412521-20	SELEX	20FT 7:30 Oval Split Transportable Cable	\$686.72
325412, 334220	412521-22	SELEX	22FT 7:30 Oval Split Transportable Cable	\$741.40
325412, 334220	412624-16	SELEX	AD3-FH Hi-Res LP Bulkhead Cable 16 FT	\$505.79
325412, 334220	412868-100	SELEX	Triggered Fixed Cable XVS9 100ft	\$1,467.60
325412, 334220	412868-15	SELEX	Triggered Fixed Cable XVS9 15ft	\$432.10
325412, 334220	412868-150	SELEX	Triggered Fixed Cable XVS9 150ft	\$2,076.71
325412, 334220	412868-250	SELEX	Triggered Fixed Cable XVS9 250ft	\$3,294.94
325412, 334220	412925-12	SELEX	12ft Oval Puma Transportable Cam Cable	\$425.00
325412, 334220	413223-1000	SELEX	Cat5e Ethernet Cable - F3 - 1000ft	\$343.46
325412, 334220	413223-250	SELEX	Cat5e Ethernet Cable - F3 - 250ft	\$210.67
325412, 334220	413223-500	SELEX	Cat5e Ethernet Cable - F3 - 500ft	\$297.66
325412, 334220	413308-12	SELEX	M7 Transportable Camera Cable - 12FT	\$414.61
325412, 334220	413308-16	SELEX	M7 Transportable Camera Cable - 16FT	\$453.26
325412, 334220	413308-20	SELEX	M7 Transportable Camera Cable - 20FT	\$491.92
325412, 334220	413308-22	SELEX	M7 Transportable Camera Cable - 22FT	\$511.24
325412, 334220	413350-16	SELEX	M7 Perm Camera Cable w/LP Bulkhead 16ft	\$555.19
325412, 334220	413351-16	SELEX	M7 Dual Camera Cable w/ LP Bulkhead 16ft	\$1,185.37
325412, 334220	413351-20	SELEX	M7 Dual Camera Cable w/ LP Bulkhead 20ft	\$1,242.89
325412, 334220	413352-12	SELEX	M7 Transp. Cam Cable W/90-4:30 12FT	\$466.23
325412, 334220	413352-16	SELEX	M7 Transp. Cam Cable W/90-4:30 16FT	\$495.72
325412, 334220	413352-20	SELEX	M7 Transp. Cam Cable W/90-4:30 20FT	\$525.21
325412, 334220	413352-22	SELEX	M7 Transp. Cam Cable W/90-4:30 22FT	\$539.96
325412, 334220	413353-12	SELEX	M7 Transp. Cam Cable W/90-7:30 12FT	\$466.23
325412, 334220	413353-16	SELEX	M7 Transp. Cam Cable W/90-7:30 16FT	\$495.72
325412, 334220	413353-20	SELEX	M7 Transp. Cam Cable W/90-7:30 20FT	\$525.21
325412, 334220	413353-22	SELEX	M7 Transp. Cam Cable W/90-7:30 22FT	\$539.96

325412, 334220	420069-M	SELEX	Hedley Trunk Mt Assembly-Mini	\$175.00
325412, 334220	420069-P	SELEX	Hedley Trunk Mt Assembly-Puma	\$185.00
325412, 334220	420069-S	SELEX	Hedley Trunk Mt Assembly-AD3S	\$225.00
325412, 334220	421627A	SELEX	AD3-MS Magnet Multi-Mount	\$150.00
325412, 334220	421752-2	SELEX	Low Power Radar Trailer-2 CAM	\$6,387.91
325412, 334220	510033-5.X	SELEX	Car System Version 5.X	\$320.00
325412, 334220	510033-CSC	SELEX	Car System Version 6.X - EOC Connected	\$320.00
325412, 334220	510033-CSSA	SELEX	Car System Version 6.X - Stand Alone	\$320.00
325412, 334220	510322-3.X	SELEX	Operation Center License 3.x	\$1,275.00
325412, 334220	510322-5.X	SELEX	Operation Center License 5.x	\$1,275.00
325412, 334220	510322-5.X-HIDTA	SELEX	Operation Center License 5.x - HIDTA	\$1,275.00
325412, 334220	520001- DCT	SELEX	1 Year Standard HW/SW Ext Warranty DCT	\$4,680.00
325412, 334220	520001-Covert	SELEX	1 Yr Standard HW/SW Ext Warranty Covert	\$1,995.00
325412, 334220	520001-FCU 2	SELEX	1 Yr Standard HW/SW Ext Warranty FCU 2	\$2,395.00
325412, 334220	520001-FCU Mini	SELEX	1Yr Standard HW/SW Ext Warranty FCU Mini	\$325.00
325412, 334220	520001-FCU Standard	SELEX	1 Yr Standard HW/SW Ext Warranty FCU...	\$610.00
325412, 334220	520001-FCU-TZB	SELEX	Year 1 Standard HW&SW Ext. Warranty	\$1,225.00
325412, 334220	520001-Fixed	SELEX	1Yr Standard HW/SW Ext Warranty Fixed...	\$1,430.73
325412, 334220	520001-Gold-FCU-TZB	SELEX	Year 1 Gold HW&SW Ext. Warranty	\$2,450.00
325412, 334220	520001-GUPG-FCU-TZB	SELEX	Year 1 Gold HW&SW Upgraded Ext Warranty	\$1,225.00
325412, 334220	520001-Mobile 2	SELEX	1 Yr Standard HW/SW Ext Warranty 2-Cam.	\$1,720.00
325412, 334220	520001-Mobile 3	SELEX	1 Yr Standard HW/SW Ext Warranty 3-Cam.	\$1,845.00
325412, 334220	520002- Gold Covert	SELEX	1 Yr Gold HW/SW Ext Warranty Covert Sys.	\$3,990.00
325412, 334220	520002-Gold DCT	SELEX	1 Yr Gold HW/SW Ext Warranty DCT	\$9,360.00
325412, 334220	520002-Gold FCU 2	SELEX	1 Yr Gold HW/SW Ext Warranty FCU 2	\$4,790.00
325412, 334220	520002-Gold FCU Mini	SELEX	1 Yr Gold HW/SW Ext Warranty FCU Mini	\$650.00
325412, 334220	520002-Gold FCU Std	SELEX	1 Yr Gold HW/SW Ext Warranty FCU Standard	\$1,220.00

325412, 334220	520002-Gold Fixed	SELEX	1 Yr Gold HW/SW Ext Warranty Fixed Camera	\$2,840.00
325412, 334220	520002-Gold Mobile 2	SELEX	1 Yr Gold HW/SW Ext Warranty 2-Cam Syst	\$3,440.00
325412, 334220	520002-Gold Mobile 3	SELEX	1 Yr Gold HW/SW Ext Warranty 3-Cam Syst	\$3,717.88
325412, 334220	520003- GUPG Covert	SELEX	Yr 1 Gold HW/SW Upgraded Warranty Covert	\$1,995.00
325412, 334220	520003- GUPG DCT	SELEX	Yr 1 Gold HW/SW Upgraded Warranty DCT	\$4,680.00
325412, 334220	520003-GUPG FCU 2	SELEX	Yr 1 Gold HW/SW Upgraded Warranty FCU 2	\$2,395.00
325412, 334220	520003-GUPG FCU Mini	SELEX	Yr1 Gold HW/SW Upgrade Warranty FCU Mini	\$325.00
325412, 334220	520003-GUPG FCU Std	SELEX	Yr1 Gold HW/SW Upgraded Warranty FCU Std	\$610.00
325412, 334220	520003-GUPG Fixed	SELEX	Yr1 Gold HW/SW Upgraded Warranty Fixed...	\$1,430.73
325412, 334220	520003-GUPG Mobile 2	SELEX	Yr 1 Gold HW/SW Upgraded Warranty 2-Cam	\$1,720.00
325412, 334220	520003-GUPG Mobile 3	SELEX	Yr 1 Gold HW/SW Upgraded Warranty 3-Cam	\$1,845.00
325412, 334220	520004-Software Only	SELEX	Annual Support, Year 5+, Software only	\$995.00
325412, 334220	530001-HOSTED-FIXED	SELEX	Hosted EOC for Fixed Cameras	\$2,400.00
325412, 334220	530001-HOSTED-MOBILE-1-YEAR	SELEX	Hosted Mobile 1-Year Data	\$600.00
325412, 334220	530001-HOSTED-MOBILE-2-YEAR	SELEX	Hosted Mobile 2-Year Data	\$785.00
325412, 334220	530001-HOSTED-MOBILE-3-YEAR	SELEX	Hosted Mobile 3-Year Data	\$970.00
325412, 334220	530001-HOSTED-MOBILE-4-YEAR	SELEX	Hosted Mobile 4-Year Data	\$1,155.00
325412, 334220	530001-HOSTED-MOBILE-5-YEAR	SELEX	Hosted Mobile 5-Year Data	\$1,340.00
325412, 334220	530002-HOSTED-FIXED-HW	SELEX	Hosted Fixed 1-Year H/W Warranty	\$900.00
325412, 334220	530002-HOSTED-FIXED-SW	SELEX	Hosted Fixed 1-Year S/W Warranty	\$795.00
33411	RBS4000CU1025WA1004W0E100S1V2G1	SELEX	UHF 25W rxtx 12Vdc, single reciever, 1GPS, FM Analog, DMR	\$14,907.81
33411	RBS4000CV3025WA1004W0E100S1V2G1	SELEX	VHF 25W RxTx 12 Vdc, single receiver, 1 GPS FM, Analog	\$14,907.81
33411	RBS4000HV3110WA0C14W0E100S1V2G1	SELEX	VHF 110W, RxTx, 48Vdc, single reciever, 1 GPS, FM Analog DMR	\$19,296.73
33411	RBS4000KU2110WA0C14W0E100S1V2G1	SELEX	UHF 110W, RXTX, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$19,296.73
33411	RBS4000KU4110WA0C14W0E100S1V2G1	SELEX	800Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$20,135.52
33411	RBS4000KU5110WA0C14W0E100S1V2G1	SELEX	900Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$20,135.52
334220	140303	SELEX	Radar Speed Trailer M w LPR	\$19,959.70
334220	140304	SELEX	Radar Speed Trailer R w LPR	\$29,415.62



334220	140305	SELEX	Radar Speed Trailer GW w LPR	\$41,722.92
334220	140333	SELEX	Full Message Bd Trailer R w LPR – 30 x 70"	\$27,858.94
334220	410052	SELEX	Ethernet Cable Shielded 25 ft	\$47.88
334220	410917	SELEX	GPS Antenna (Garmin Style)	\$100.76
334220	410932	SELEX	STRAP HOSE CLAMP 40 IN L	\$5.77
334220	410964	SELEX	ULS Laser Trigger	\$5,678.14
334220	411181	SELEX	1 Ft Shielded Cat5e Ethernet Cable	\$20.54
334220	411263	SELEX	Cable Pole Clamp Astro-3009	\$231.25
334220	411382	SELEX	OVER THE ROAD CAM BRACKET - LPR	\$171.74
334220	411409	SELEX	ELSAG Configured Dell Server	\$33,758.58
334220	411804	SELEX	Battery 100 AMP Deep Cycle	\$476.76
334220	411916	SELEX	100 FOOT TRIGGER CABLE, REEL	\$1,189.19
334220	411918	SELEX	100' LPR CABLE REEL	\$1,250.58
334220	412609	SELEX	PCTEL LOW PROFILE ANTENNA	\$98.47
334220	412610	SELEX	MAXRAD NMO ANTENNA MOUNT - 6 ft	\$36.63
334220	413037	SELEX	Web Relay, 12VDC, Single Channel	\$249.48
334220	413039	SELEX	Plate Aaeon 6301 / Avalue EMS-SKLU Mount	\$27.48
334220	413047	SELEX	Speed Enforcer Software (bl) use 510326	\$10,298.83
334220	413065	SELEX	Message Board Trailer Full Size AGM	\$43,832.15
334220	413068	SELEX	Dual AD3 Split Cam w/LP 16' 4:30	\$1,380.10
334220	413083	SELEX	M6 Trunk box Mounting Plate	\$57.25
334220	413132	SELEX	Message Board Trailer Mid Size	\$38,889.40
334220	413133	SELEX	RU2 VMS Radar Speed Display Trailer	\$39,031.38
334220	413172	SELEX	Avalue EMS-SKLU-63-A1-09R	\$2,509.73
334220	413203	SELEX	Pole Mount Bracket IL-PMB	\$297.57
334220	413213	SELEX	Camera Cabinet Assembly MPH	\$1,030.46
334220	413241	SELEX	Nobu	\$5,724.76
334220	413284	SELEX	Switch Ethernet 12 Port Moxa	\$4,279.83
334220	413316	SELEX	240W 48VDC POE power supply (Mean Well Style)	\$212.99
334220	413343	SELEX	Router - CradlePoint IBR 900 Style	\$1,989.92
334220	413354	SELEX	M7 2-Trunk box Mounting Bracket	\$25.17
334220	413383	SELEX	Adapter Plate (GX50) for Airlink MP70	\$45.79
334220	413384	SELEX	ELSAG Configured Brick PC - Avalue VMS-APL-N42-A2-01R	\$1,815.89
334220	413408	SELEX	Network Camera VPH-V100	\$423.63
334220	413422	SELEX	Side of Pole Mount-3 Module Solar	\$442.41
334220	413444	SELEX	Trendnet 10-Port Managed PoE+ Switch	\$1,007.54
334220	413451	SELEX	M7 Perm Trunk Mount LH Cam Cable	\$541.56
334220	413452	SELEX	M7 Perm Trunk Mount RH Cam Cable	\$538.11
334220	413460	SELEX	RU2 Speed Trailer GW North Edition	\$64,238.61
334220	413463	SELEX	WIRELESS MODEM (AIRLINK RV55 Style for VERIZON & ATT)	\$1,261.73
334220	413465	SELEX	Adapter Bracket / Plate for Airlink RV55	\$43.51
334220	413556	SELEX	SS Band It Brackets 3/4 25pcs	\$435.08
334220	413557	SELEX	SS Band It Buckles 3/4 50pcs	\$93.31
334220	413558	SELEX	SS Band It Strap 3/4 100ft	\$622.74



334220	413583	SELEX	ELSAG Configured DIGI Transport WR11 XT	\$654.89
334220	413879	SELEX	Network Camera-VPH V300	\$3,098.90
334220	421434	SELEX	Daisy Chain Battery Cable	\$641.54
334220	421635	SELEX	Daisy Chain W/Barrel-1 Battery	\$2,200.90
334220	421706	SELEX	Assembly for RV55 Airlink	\$1,554.84
334220	421715	SELEX	PLATFORM ASM STRAIGHT 50 870 - SWIVEL	\$4,099.82
334220	421753	SELEX	RADAR TRAILER POWER UPGRADE - FACTORY	\$15,899.29
334220	421782	SELEX	LPT-900 LUGG 3 CAM KIT, AD3-MS	\$16,918.94
334220	421787	SELEX	2 POINT OF CONTACT 2 CAM MNT (120 TUBE)	\$1,917.97
334220	421822	SELEX	M6 Cam 16mm 740nm - Right Hand	\$3,487.13
334220	421824	SELEX	MPH-900 Tool Box Kit M7 - RFLF	\$14,835.12
334220	421825	SELEX	MPH-900 Tool Box Kit - M7 - RFLR	\$14,835.12
334220	421830	SELEX	LPT-900 LUGG 2 CAM KIT - M7	\$10,479.58
334220	421831	SELEX	LPT-900 LUGG 3 CAM KIT - M7	\$14,013.44
334220	421836	SELEX	FCU2 / Plate - MTA - NYC	\$11,766.98
334220	421838	SELEX	2 Point of Contact 2 Arm Camera Mount	\$1,804.60
334220	421840	SELEX	PLATFORM ASM STRAIGHT 50mm 740 - Swivel	\$4,362.63
334220	421844	SELEX	Concrete Mount 1 Camera	\$271.40
334220	421845	SELEX	LARGE SIGN TRAILER TOOLBOX no cam, clear	\$22,259.26
334220	421875	SELEX	FCU1 Upgrade Kit Assembly	\$14,399.31
334220	421876	SELEX	FCU1 Upgrade Kit Assembly W/ 829 Router	\$21,817.97
334220	421877	SELEX	FCU2 Upgrade Kit Assembly	\$3,551.64
334220	421878	SELEX	FCU2 Upgrade Kit w/PC Assembly	\$8,525.30
334220	421879	SELEX	LPR / Pan Tilt Upgrade Kit 2 cam	\$28,581.63
334220	421894	SELEX	F3 Cam 12mm 850nm - POE	\$7,173.60
334220	421921	SELEX	F3 Cam 12mm 740nm - 12VDC	\$7,568.40
334220	421922	SELEX	F3 Cam 16mm 740nm - 12VDC	\$7,592.68
334220	421923	SELEX	F3 Cam 25mm 740nm - 12VDC	\$7,494.44
334220	421924	SELEX	F3 Cam 35mm 740nm - 12VDC	\$7,538.29
334220	421925	SELEX	F3 Cam 50mm 740nm - 12VDC	\$7,621.07
334220	421926	SELEX	F3 Cam 75mm 740nm - 12VDC	\$7,775.82
334220	421927	SELEX	F3 Cam 12mm 850nm - 12VDC	\$7,570.69
334220	421928	SELEX	F3 Cam 16mm 850nm - 12VDC	\$7,594.96
334220	421929	SELEX	F3 Cam 25mm 850nm - 12VDC	\$7,496.73
334220	421930	SELEX	F3 Cam 35mm 850nm - 12VDC	\$7,540.57
334220	421931	SELEX	F3 Cam 50mm 850nm - 12VDC	\$7,623.36
334220	421932	SELEX	F3 Cam 75mm 850nm - 12VDC	\$7,716.28
334220	421933	SELEX	F3 Cam 12mm 528nm - POE	\$7,203.32
334220	421934	SELEX	F3 Cam 16mm 528nm - POE	\$7,227.60
334220	421935	SELEX	F3 Cam 25mm 528nm - POE	\$7,129.36
334220	421936	SELEX	F3 Cam 35mm 528nm - POE	\$7,173.21
334220	421937	SELEX	F3 Cam 50mm 528nm - POE	\$7,255.99
334220	421938	SELEX	F3 Cam 75mm 528nm - POE	\$7,361.87
334220	421952	SELEX	F3 FCU MINI	\$3,337.80
334220	421956	SELEX	F3 Cam 8mm 740nm - 12VDC	\$7,461.35
334220	421957	SELEX	F3 Cam 8mm 850nm - 12VDC	\$7,463.64

334220	421958	SELEX	Airlink MP70 FirstNet Assembly for FCUs	\$2,351.73
334220	421961	SELEX	HANGING MOUNT 2 CAMERA - TOP MOUNT	\$1,271.23
334220	421962	SELEX	F3 POE FCU-Retrofit Kit	\$1,408.61
334220	421963	SELEX	F3 FCU MINI on a Plate	\$2,272.38
334220	421964	SELEX	ANGLE 2 POC MOUNT (120 in TUBE) - 2 Cam	\$2,465.81
334220	421965	SELEX	F3 FCU POE on a Plate	\$5,841.40
334220	421966	SELEX	FCU VPH 4 Camera Box	\$5,885.07
334220	421968	SELEX	FCU VPH Lite 4 Camera Box	\$4,455.02
334220	421970	SELEX	FCU2 Retrofit Kit 2019	\$6,920.68
334220	421971	SELEX	VPH FCU GPU: OCR + Car System FCU	\$7,410.78
334220	421972	SELEX	Covert Speed Trailer Box Asm 870nm	\$14,339.78
334220	421977	SELEX	FCU VPH STR 4 Camera Box	\$2,533.39
334220	421980	SELEX	V350 VPH Camera Assembly 12-50mm	\$3,887.64
334220	421981	SELEX	VPH Camera Mount - for 421981	\$536.57
334220	421983	SELEX	Covert Speed Trailer Box Asm 740nm	\$14,865.40
334220	421984	SELEX	Covert Speed Trailer Box Asm 870nm Dual	\$16,635.91
334220	421985	SELEX	Covert Speed Trailer Box Asm 740nm Dual	\$17,161.53
334220	421988	SELEX	F3 Hanging Camera Mount, Concrete	\$310.67
334220	422022	SELEX	Covert Speed Trailer Box Asm 870nm 1 Cam	\$10,574.15
334220	422023	SELEX	Covert Speed Trailer Box Asm 740nm 1 Cam	\$10,836.96
334220	422028	SELEX	FCU2 Rack Mount Retrofit Kit	\$5,936.34
334220	422030	SELEX	VPH Mount (V2X0)	\$295.42
334220	422032	SELEX	VPH FCU GPU WIRELESS: OCR + Car System FCU	\$7,667.96
334220	422033	SELEX	VPH FCU LITE WIRELESS: OCR Linux only FCU	\$4,700.76
334220	510120	SELEX	Ghost Team System Software	\$3,526.45
334220	510155	SELEX	PE-TE Parking Enforcement Software	\$8,060.45
334220	510510	SELEX	VPH Annual Camera License YR1	\$302.27
334220	510511	SELEX	VPH Base License Renewal	\$302.27
334220	510512	SELEX	VPH Arabic Base License	\$6,022.44
334220	510513	SELEX	VPH Arabic License Renewal	\$297.68
334220	510810	SELEX	1 Year C2P Base License Upgrade Support	\$2,289.90
334220	510811	SELEX	2 Year C2P Base License Upgrade Support	\$2,289.90
334220	510812	SELEX	1 Year C2P Node License Upgrade Support	\$801.46
334220	510813	SELEX	2 Year C2P Node License Upgrade Support	\$801.46
334220	210003 - 210003	SELEX	Engineering Day - Outside Service	\$1,259.45
334220	210003-PMO - 210003-PMO	SELEX	Engineering Day - Project Management	\$1,259.45
334220	210005-PMO - 210005-PMO	SELEX	Engineering Hour - Project Management	\$241.81
334220	410395-136	SELEX	Cable 136ft FG Pigtail	\$1,351.82

334220	410395-260	SELEX	Cable 260ft FG Pigtail	\$2,594.23
334220	410395-265	SELEX	Cable 265ft FG Pigtail	\$2,743.42
334220	410395-270	SELEX	Cable 270ft FG Pigtail	\$2,684.69
334220	410395-280	SELEX	Cable 280ft FG Pigtail	\$2,775.13
334220	410395-58	SELEX	Cable 58ft FG Pigtail	\$795.23
334220	410510-5	SELEX	AD-M3 - Fixed Camera Cable - 5 ft	\$368.21
334220	411916-175	SELEX	175 FOOT TRIGGER CABLE, REEL	\$1,915.51
334220	412520-5	SELEX	5FT FLAT TRANS CABLE W/90-4:30	\$469.63
334220	412988-100	SELEX	Trigger Relay Cable	\$169.45
334220	412988-250	SELEX	Trigger Relay Cable	\$389.28
334220	412988-50	SELEX	Trigger Relay Cable	\$114.61
334220	412990-100	SELEX	Trigger Communication Cable	\$376.99
334220	413001-50	SELEX	Trigger Output Cable - 50 ft	\$159.95
334220	413308-20	SELEX	M7 Transportable Camera Cable - 20FT	\$491.92
334220	413308-22	SELEX	M7 Transportable Camera Cable - 22FT	\$511.24
334220	413350-16	SELEX	M7 Perm Camera Cable w/LP Bulkhead 16ft	\$555.18
334220	413352-12	SELEX	M7 Transp. Cam Cable W/90-4:30 12FT	\$466.23
334220	413352-16	SELEX	M7 Transp. Cam Cable W/90-4:30 16FT	\$495.72
334220	413352-20	SELEX	M7 Transp. Cam Cable W/90-4:30 20FT	\$525.21
334220	413352-22	SELEX	M7 Transp. Cam Cable W/90-4:30 22FT	\$539.96
334220	413353-12	SELEX	M7 Transp. Cam Cable W/90-7:30 12FT	\$466.23
334220	413353-16	SELEX	M7 Transp. Cam Cable W/90-7:30 16FT	\$495.72
334220	413353-20	SELEX	M7 Transp. Cam Cable W/90-7:30 20FT	\$525.21
334220	413356-12	SELEX	M7 Triple Camera Cable w/ LP 12FT	\$1,452.41
334220	413356-16	SELEX	M7 Triple Camera Cable w/ LP 16FT	\$1,554.18
334220	413878-250	SELEX	Cat6 Ethernet Cable - F3 - 250ft	\$200.36
334220	413878-500	SELEX	Cat6 Ethernet Cable - F3 - 500ft	\$343.49
334220	520001-CAM-VPH-V100	SELEX	1 Year Std Hardware VPH EXT Warranty	\$50.38
334220	520001-CAM-VPH-V200	SELEX	1 Year Std Hardware VPH EXT Warranty	\$125.94
334220	520001-CAM-VPH-V300	SELEX	1 Year Std Hardware VPH EXT Warranty	\$231.74
334220	520151	SELEX	Parking Enforcer PE/TE SW Warranty	\$1,612.09
334220	530001-HOSTED-CS-INSTALL	SELEX	Hosted EOC Car System Reinstall	\$314.36
334220	530001-HOSTED-DISPATCH	SELEX	Hosted EOC Tech Dispatch for On-Site	\$1,259.45
334220	530001-HOSTED-PROTOCOL-UPDATE	SELEX	Hosted EOC Camera Protocol Update	\$78.59
334220	530001-HOSTED-SETUP	SELEX	Hosted EOC Setup (Up to 25 Users)	\$1,259.45
334220	530001-HOSTED-SUP-DAY	SELEX	Hosted EOC Support – One Day	\$1,259.45
334220	530001-HOSTED-SUPPORT-HOUR	SELEX	Hosted EOC Support – One Hour	\$157.43
334220	530001-HOSTED-VPN-SERVICE	SELEX	Hosted EOC Annual VPN Service	\$544.08
334220	530001-HOSTED-VPNSU	SELEX	Hosted EOC VPN Setup	\$1,259.45
334220	530050	SELEX	Hosted Make Type Color Service - Small	\$6,231.74
334220	530051	SELEX	Hosted Make Type Color Service - Medium	\$12,102.77

334220	530052	SELEX	Hosted Make Type Color Service - Large	\$17,971.79
334220	530053	SELEX	Hosted Make Type Color Service - X-Large	\$23,840.81
334220	530054	SELEX	Hosted Make Type Color Service - Custom	\$29,709.82
334220	530058	SELEX	Hosted Make Type Color Service License	\$3,022.67
334220	530059	SELEX	Hosted Make Type Color License Renewal	\$906.80
334511	030003-0001	SELEX	RF AMPLIFIER ASSY, MODULATOR ASSY, 2110 CEGS/NRGS	\$4,875.82
334511	030004-0001	SELEX	RF AMPLIFIER ASSY, MODULATOR ASSY, 2100 LOC	\$4,756.62
334511	030338-0005	SELEX	OBSTN LAMP ASSY	\$1,476.83
334511	030669-0001	SELEX	PC ASSY-RCSU, W/4 COM PORTS	\$2,655.67
334511	030728-0001	SELEX	ANTENNA ASSY, 2137 PIR	\$1,053.10
334511	030729-0001	SELEX	LPD ANTENNA ELEMENT ASSY, 8/14/20 ELEMENT	\$5,358.49
334511	030729-0001-AF	SELEX	LPD ANTENNA ELEMENT ASSY, 8/14/20 ELEMENT, USAF	\$5,441.66
334511	030783-0001	SELEX	PROBE ASSY, GS ANTENNA PHASING, FOR DBS ANTENNAS	\$608.41
334511	070646-0001	SELEX	WIRING HARNESS, TFR RELAY DRIVER, CEGS,MODEL 2100	\$4,734.36
334511	070647-0001	SELEX	WIRING HARNESS, TFR RELAY DRIVER, CE LOC,MODEL 2100	\$5,673.50
334511	070647-0002	SELEX	WIRING HARNESS, TFR RELAY DRIVER	\$2,867.20
334511	442237-0001	SELEX	PORTABLE INTEGRATED RECEIVER KIT, MODEL 2237	\$18,589.67
334511	470472-0001	SELEX	HARDWARE KIT, RADOME REPLACEMENT, LPD ANTENNA ELEMENT	\$2,207.71
334511	470527-0002	SELEX	CABLE KIT, 14-ELEMENT,ANT/MON	\$10,398.69
334511	470605-0001	SELEX	POWER SUPPLY KIT (SUBSTITUTES 950572-0001,3,4)	\$1,422.47
334511	950337-0000	SELEX	SWITCH,RF-XMSN LINE, DC TO 3GHz	\$731.54



Selex ES, Inc  
Elsag ALPR/ANPR Solutions  
4221 Tudor Lane  
Greensboro, NC 27410  
DUNS#: 198749777  
FED TAX ID: 980353098

## QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com  
Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 22338  
Funding Source:  
Grant Details:  
Payment Method:  
Quote Date: 12/17/2020  
Quote Expiry Date: 12/31/2021  
Requested Delivery Date: 8/28/2021  
Rate Sheet: Base Price  
Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsas agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro  
**Make checks payable to Selex ES, Inc.**  
GSA GS-07F-0004Y

Contracts: 10X 421900 50MM 740nm F3'S PREPURCHASED ON SO #4956 to be used on this project  
10X EOC LICENSES PREPURCHASED ON SO #4956 to be used on this project

Comments: US 59 – North and Southbound – Texarkana, Texas  
7X 421900 50MM 740nm F3'S PREPURCHASED ON SO #4956 to be used on this project  
7X EOC LICENSES PREPURCHASED ON SO #4956 to be used on this project  
FIRST YEAR WARRANTY INCLUDED  
ONE TIME EOC LICENSE INCLUDED  
Power to provided by existing TX DOT power service

Bill To:	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063 United States	Ship To:	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063
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Product Qty	Product/Service	Unit Price	Amount
1	140515 - ELSAG Plate Hunter F3 - 5 Camera System	\$7,495.00	\$7,495.00
	(1) 421847 - F3 FCU - POE, Wireless (4) 411263 - Cable Pole Clamp Astro-3009 (1) 510033-CSC - Car System Version 6.X - EOC Connected		
1	413463 - Wireless Modem (Airlink RV55 Style for Verizon ATT)	\$923.00	\$923.00
2	413223-1000 - Cat5e Ethernet Cable - F3 - 1000ft	\$270.00	\$540.00
12	210003-F - Engineering Day - Field Support Construction Contractor: FCU to be mounted to existing control cabinet structure for overhead sign Conduit/cable run inside of existing concrete column Conduit / cable run along sign bridge to each lane of traffic to camera mounts	\$1,250.00	\$15,000.00



Product Qty	Product/Service	Unit Price	Amount
1	210005-H - Engineering Hour - Helpdesk	\$160.00	\$160.00
1	413444 - Trendnet 10-Port Managed PoE+ Switch	\$880.00	\$880.00
10	421719 - Angle 2-POC Mount (68 in TUBE)	\$1,558.23	\$15,582.30
1	421952 - F3 FCU MINI	\$3,312.77	\$3,312.77
3	421900 - F3 Cam 50mm 740nm - POE	\$6,900.00	\$20,700.00
3	510322-5.X - EOC Operation Center License 5.X	\$1,275.00	\$3,825.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$68,418.07
Upfront	Goods & Services Sub-total (Pre-tax):		\$68,418.07
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$68,418.07



## Quote Offer Terms and Conditions

This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders issued after Quote Expiration Date.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Selex. Selex will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Selex.

**Shipment and Delivery.** All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

**Title.** Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. **Refer to the Selex Software License Agreement documentation provided with the shipment.**

**Payment Terms.** Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

**Taxes** may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

**Cancellation or Delay.** Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

**Warranty.** EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

**Applicable Law.** The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

**FORCE MAJEURE.** Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

**COMPLIANCE WITH LAWS.** Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

**EXPORT COMPLIANCE.** This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Consider an ordinance for the award of Automatic License Plate Reads

**Company Name:** Selex ES, Inc

**Department:** Police

**Date:** 12/21/2021

**Council Date:** 01/13/2022

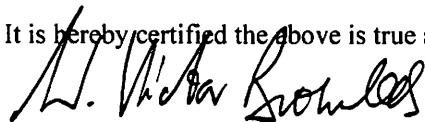
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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

12/21/2021

\_\_\_\_\_  
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





## **CITY COUNCIL MEETING**

**6.1.**

**Meeting Date:** 01/13/2022

**Subject:** Consider an ordinance for the award of Automatic License Plate Reader (ALPR) cameras for Houston HIDTA

**Prepared for:** John Stringer, Police

**Prepared by:** Carla Hommel, Finance

**Department:** Police

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### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase of Automatic License Plate Reader (ALPR) camera installation, software, and equipment for the Houston HIDTA program using the General Service Administration Multiple Award Schedule (GSA MAS) Cooperative Purchasing Program from Selex ES, Inc.

#### **PREFACE**

This proposed ordinance authorizes the purchase of Automatic License Plate Reader (ALPR) camera installation, software, and equipment for the Houston HIDTA program using the General Service Administration Multiple Award Schedule (GSA MAS) Cooperative Purchasing Program from Selex ES, Inc. in the amount of \$120,000.00.

Houston HIDTA has been instrumental in developing a national Automated License Plate Reader (ALPR) system designed to provide law enforcement personnel with timely intelligence on suspected/known drug trafficking entities, especially along key roadways that connect to the Mexican border.

This project is being coordinated with the Texas Department of Transportation (TXDOT) to install 12 individual multilane closures on I-45 Northbound in Spring, Texas. The \$120,000 covers the purchase cost of equipment and software, along with supplies and services required for installation.

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### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** 24110-84042-FG24110-84042

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$120,000.00

**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Camera Installation, Software and Equipment for Houston HIDTA

GSA Contract  
Quote  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) TO SELEX ES INC., FOR THE PURCHASE OF AUTOMATIC LICENSE PLATE READER CAMERA INSTALLATION, SOFTWARE AND EQUIPMENT FOR THE HOUSTON HIGH INTENSITY DRUG TASK FORCE, THROUGH CONTRACT GS-07F-0004Y OF THE UNITED STATES GENERAL SERVICE ADMINISTRATION MULTIPLE AWARD SCHEDULE COOPERATIVE PURCHASING PROGRAM; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the Local Preparedness Acquisition Act (P.L. 110-248) amended the Federal Property and Administrative Services Act to authorize the use of Federal Supply Schedule Contracts under the Multiple Award Schedule by state and local entities under the General Contractor Services, Inc. ("GSA") Cooperative Purchasing Program; and

WHEREAS, based upon the Act, the City of Baytown qualifies as a local government entity and is qualified to participate in the GSA Cooperative Purchasing Program as an alternate purchasing method satisfying the City's competitive bidding obligations; and

WHEREAS, the purchase of Automatic License Plate Reader camera installation, software and equipment may be made by the City through the Cooperative Purchasing Program of the United States General Services Administration; 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 TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) to Selex ES Inc., for the purchase of Automatic License Plate Reader camera installation, software and equipment for the Houston High Intensity Drug Task Force, through contract GS-07F-0004Y of the United States General Service Administration Multiple Award Schedule Cooperative Purchasing Program.

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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney

**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!™, a menu-driven database system. The Internet address for GSA-Advantage!™ is: <http://www.gsadvantage.gov>*

**Multiple Award Schedule (MAS)  
Contract Number: GS-07F-0004Y**



**Selex ES Inc.  
11300 West 89<sup>th</sup> Street  
Overland Park, KS 66214-1702  
Phone: (336) 379-7135  
Fax: (336) 379-7164  
[www.us.selex-es.com](http://www.us.selex-es.com)**

**Contract Period: 10/01/2011 - 09/30/2026**

**FSC Group: Security & Protection, Information Technology, Scientific Management & Solutions**

**FSC/PSC Class: 6550, 7B22, 5820, 6610**

**Business Size / Status: Other than Small Business**

**Prices shown herein are NET (discount deducted).**

**Pricelist current through Modification PO-0058 dated October 1, 2021**



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## GENERAL CONTRACT INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

Please refer to [page #4](#) and *GSA eLibrary* ([www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)) for detailed SIN descriptions

**SIN 325412 / 325412 RC / 325412 STLOC, Criminal Investigative Equipment and Supplies**

**SIN 33411 / 33411 RC / 33411 STLOC, Purchase of New Electronic Equipment**

**SIN 334220 / 334220RC / 334220STLOC, Surveillance Systems, Wearable Body Cameras, and Vehicular Video**

**SIN 334511 / 334511RC, Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments**

**SIN OLM / OLM RC / OLM STLOC, Order Level Materials**

- 1b. Lowest Priced Model Number and Lowest Price: Please refer to pricing beginning on [page #8](#).
- 1c. Labor Category Descriptions: Not applicable
2. Maximum Order: SINs 325412, 334220, 334511 & OLM: \$250,000.00  
SIN 33411: \$500,000.00
3. Minimum Order: \$ 100.00
4. Geographic Coverage: 48 Contiguous States, Alaska, Hawaii, Puerto Rico, Washington, DC, and US Territories
5. Points of Production: US, IT, MX, PL, TW
6. Discount from List Price: All Prices Herein are Net
7. Quantity Discounts: 5.0% discount on orders of 25 units or more
8. Prompt Payment Terms: Net 30 days; Information for Ordering Offices:  
Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
9. Foreign Items: None
- 10a. Time of Delivery: To be determined at the order level
- 10b. Expedited Delivery: To be determined at the order level
- 10c. Overnight and 2-Day Delivery: To be determined at the order level
- 10d. Urgent Requirement: See contract clause I-FSS-140-B, Urgent Requirements. Agencies can contact the contact for Contract Administration to obtain faster delivery.
11. F.O.B. Point: SINs 325412, 334220, 334511: Origin, prepay and add  
SIN 33411: Destination
- 12a. Ordering Address: Seles ES Inc.  
4221 Tudor Lane  
Greensboro, NC 27410
- 12b. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address: Seles ES Inc.  
4221 Tudor Lane  
Greensboro, NC 27410
14. Warranty Provision: Standard commercial warranty, including return and restocking policy
15. Export Packing Charges: Not Applicable
16. Terms and conditions of rental, maintenance, and repair: Not Applicable
17. Terms and conditions of installation (if applicable): Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices: Not Applicable
- 18b. Terms and conditions for any other services: Negotiated at the order level
19. List of service and distribution points: Determined at the order level

20. List of participating dealers:

**Applied Technology Services, Inc.**  
11615 Crossroads Circle, Suite J  
Baltimore, MD 21220-2866  
POC: Bob Marchese  
Phone: 410-344-1256  
Fax: 410-344-1259  
[bobm@appliedtechnologieservices.com](mailto:bobm@appliedtechnologieservices.com)  
DUNS: 119460280

**DuraTech USA, Inc.**  
12812 Valley View Street, Suite 10  
Garden Grove, CA 92845  
POC: Lorraine Trevino  
Phone: 714-898-2171  
Fax: 866-704-9132  
[ltrevino@duratechusa.com](mailto:ltrevino@duratechusa.com)  
DUNS: 199429973

**Thomas J. Madden and Associates Inc.**  
935 Highway 124, Bldg 400, Ste 401  
Braselton, GA 30517  
POC: Derek Smith  
Phone: 678-963-2060  
[dsmith@tjmadden.com](mailto:dsmith@tjmadden.com)  
DUNS: 160226569

**Busch and Associates, LLC**  
12705 S Rene Street  
Olathe, KS 66062  
POC: Jeff Busch  
Phone: 913-390-1777  
Fax: 913-390-8889  
[jeff@buschandassociates.com](mailto:jeff@buschandassociates.com)  
DUNS: 198023215

**Enchanted Technology Solutions, LLC**  
P.O. Box 29374  
Sante Fe, NM 87592  
POC: Jeff Gallegos  
Phone: 505-946-8219  
[jeffg@ets.us.com](mailto:jeffg@ets.us.com)  
DUNS: 081132033

**W Reeves and Associates Inc.**  
3097 Grimes Trail  
Norwalk, IA 50211  
POC: Bill Reeves  
Phone: 515-981-5967  
[bill@wreeves.com](mailto:bill@wreeves.com)  
DUNS: 022975896

**Dana T. Marsh, Inc.**  
391 Gingercake Road  
Fayetteville, GA 30214  
POC: Dana T. Marsh  
Phone: 770-825-6158  
[danatmarsh@aol.com](mailto:danatmarsh@aol.com)  
DUNS: 782265602

**John Wright and Associates, Inc.**  
1111 West Abram Street  
Arlington, TX 76013  
POC: Derek Wright  
Phone: 817-459-2001  
Fax: 817-459-2515  
[derek@johnwrightassoc.com](mailto:derek@johnwrightassoc.com)  
DUNS: 962497020

21. Preventative maintenance (if applicable) Not Applicable
- 22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): Not Applicable

- 22b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location). The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/) Contact Contractor
23. Unique Entity Identifier (UEI) Number: 198749777
24. Selex ES Inc. *is* registered in the System for Award Management (SAM).



## **CONTRACT OVERVIEW**

GSA awarded *Selex ES Inc.* a Federal Supply Schedule contract under the Multiple Award Schedule (MAS) with contract number **GS-07F-0004Y**. The contract base period is complete. Option Period 2 runs from **October 1, 2021 – September 30, 2026**. GSA may exercise up to two additional 5-year option periods. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

## **CONTRACT ADMINISTRATOR**

Nathan Maloney, Vice President

Telephone: (518) 495-2288

Email: [nate.maloney@leonardocompany-us.com](mailto:nate.maloney@leonardocompany-us.com)

## **CONTRACT USE**

This contract is available for use by all federal government agencies, as a source for products and services, for worldwide use. Executive agencies, other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract. Additionally, contractors are encouraged to accept orders received from activities within the Executive Branch of the Federal Government.

## **CONTRACT SCOPE**

The contractor shall provide all resources including personnel, management, supplies, services, materials, equipment, facilities and transportation necessary to provide a wide range of professional services as specified in each task order. Services specified in a task order may be performed at the contractor's facilities or the ordering agencies' facilities. The government will determine the contractor's compensation by any of several different methods (to be specified at the task order level) e.g., a firm-fixed price for services with or without incentives, labor hours or time-and-material.

## **SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS**

The Special Item Numbers (SINs) available under this contract provide services across the life cycle of a project. When task orders are placed, they must identify the SIN or SINs under which the task is being executed. Selex ES Inc. has been awarded a contract by GSA to provide services under SINs 325412, 33411, 334220, 334511, and OLM. A full description of each SIN and examples of the types of work covered thereunder are provided below.

### **SIN 325412, Criminal Investigative Equipment and Services**

Includes products necessary for criminal investigations, such as evidence collection supplies, fingerprinting, polygraphs, evidence collection containers, etc.

### **SIN 33411, Purchase of New Electronic Equipment**

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

### **SIN 334220, Surveillance Systems, Wearable Body Cameras, and Vehicular Video**

Includes surveillance systems, wearable body cameras, and vehicle videos, including video storage and services as part of a total solution.

## **SIN 334511, Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments**

Includes telecommunications equipment and accessories, such as radar (except airborne), underwater, light, and laser equipment.

### **SIN OLM, Order Level Materials**

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

#### **OLM SIN-Level Requirements/Ordering Instructions:**

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

#### **OLM Pricing:**

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

## INSTRUCTIONS FOR PLACING ORDERS BASED ON GSA SCHEDULE RATES

GSA provides a streamlined, efficient process for ordering the products and services you need. GSA has already determined that Selex ES Inc. meets the technical requirements and that our prices offered are fair and reasonable. Agencies may use written orders, facsimile orders, credit card orders, blanket purchase agreement orders or individual purchase orders under this contract.

If it is determined that your agency needs an outside source to provide Law Enforcement products, follow these simple steps:

Orders under the Micro-Purchase Threshold
<ul style="list-style-type: none"> <li>Select the contractor best suited for your needs and place the order.</li> </ul>
Orders in-between the Micro-Purchase Threshold and the Simplified Acquisition Threshold
<ul style="list-style-type: none"> <li>Prepare a SOW or Performance Work Statement (PWS) in accordance with FAR 8.405-2(b).</li> <li>Prepare and send the RFQ (including SOW and evaluation criteria) to at least <b>three</b> GSA Schedule contractors.</li> <li>Evaluate, then make a "Best Value" determination.</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>
Orders over the Simplified Acquisition Threshold
<ul style="list-style-type: none"> <li>Prepare the RFQ (including the SOW and evaluation criteria) and post on eBuy to afford all Schedule contractors the opportunity to respond, or provide the RFQ to as many Schedule contractors as practicable, consistent with market research, to reasonably ensure that quotes are received from at least <b>three</b> contractors.</li> <li>Seek price reductions.</li> <li>Evaluate all responses and place the order, or establish the BPA with the GSA Schedule contractor that represents the best value (refer to FAR 8.405-2(d)).</li> </ul> <p><b>Note:</b> The ordering activity should request GSA Schedule contractors to submit firm-fixed prices to perform the services identified in the SOW.</p>

Developing a Statement of Work (SOW)	Preparing a Request for Quote (RFQ)
<p>In the SOW, include the following information:</p> <ul style="list-style-type: none"> <li>Work to be performed,</li> <li>Location of work,</li> <li>Period of performance;</li> <li>Deliverable schedule, and</li> <li>Special standards and any special requirements, where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>Include the SOW and evaluation criteria;</li> <li>Request fixed price, ceiling price, or, if not possible, labor hour or time and materials order;</li> <li>If preferred, request a performance plan from contractors and information on past experience; and include information on the basis for selection.</li> <li>May be posted on GSA's electronic RFQ system, eBuy</li> </ul>

For more information related to ordering services, go to <http://www.gsa.gov/schedules-ordering> and client "Ordering Information." Also see summary guidelines in the [Multiple Award Schedule \(MAS\) Desk Reference Guide, Ordering Procedures](#).

## BLANKET PURCHASE AGREEMENT

Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- The scope and complexity of the requirement(s);
- The need to periodically compare multiple technical approaches or prices;
- The administrative costs of BPAs; and
- The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-1 or 8.405-2. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (*e.g.* estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA's period of performance.

Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- The schedule contract, upon which the BPA was established, is still in effect;
- The BPA still represents the best value (see 8.404(d)); and
- Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.

## GSA AWARDED PRODUCTS

SIN	MFR PART #	MFR	PRODUCT NAME	GSA PRICE
325412, 334220	110090	SELEX	ELSAG Plate Hunter DCT	\$130,930.00
325412, 334220	110096	SELEX	ELSAG Plate Hunter DCT1001	\$115,930.00
325412, 334220	110114	SELEX	ELSAG Plate Hunter DST1000-Deployable	\$50,930.00
325412, 334220	110119	SELEX	ELSAG Plate Hunter DCT1000-GENERIC	\$120,000.00
325412, 334220	110183	SELEX	ELSAG Plate Hunter MS-Covert Tool Box	\$22,620.00
325412, 334220	120016	SELEX	ELSAG Plate Hunter MS-Covert Tool Box	\$2,954.48
325412, 334220	120047	SELEX	ELSAG Plate Hunter F2-FCU Wireless	\$8,621.93
325412, 334220	120050	SELEX	ELSAG Plate Hunter F2-FCU	\$8,313.05
325412, 334220	120058	SELEX	ELSAG Plate Hunter F2-FCU International	\$9,653.22
325412, 334220	120060	SELEX	ELSAG Plate Hunter F2-MINI International	\$3,255.00
325412, 334220	140002	SELEX	ELSAG Plate Hunter MS-2	\$15,000.00
325412, 334220	140003	SELEX	ELSAG Plate Hunter MS-3	\$18,050.00
325412, 334220	140011	SELEX	ELSAG Plate Hunter M6 - 1 Camera	\$7,715.00
325412, 334220	140012	SELEX	ELSAG Plate Hunter M6 - 2 Camera	\$11,500.00
325412, 334220	140013	SELEX	ELSAG Plate Hunter M6 - 3 Camera	\$16,820.00
325412, 334220	140014	SELEX	ELSAG Plate Hunter M6 - 4 Camera	\$20,300.00
325412, 334220	140021	SELEX	ELSAG Plate Hunter H6 – 1 Camera	\$12,245.00
325412, 334220	140022	SELEX	ELSAG Plate Hunter H6 – 2 Camera	\$16,230.00
325412, 334220	140023	SELEX	ELSAG Plate Hunter H6 – 3 Camera	\$21,460.00
325412, 334220	140031	SELEX	ELSAG Plate Hunter™ M7 – 1 Camera	\$7,773.30
325412, 334220	140032	SELEX	ELSAG Plate Hunter™ M7 – 2 Camera	\$11,586.90
325412, 334220	140033	SELEX	ELSAG Plate Hunter™ M7 – 3 Camera	\$16,947.10
325412, 334220	140034	SELEX	ELSAG Plate Hunter™ M7 – 4 Camera	\$20,453.40
325412, 334220	140100	SELEX	XPH-8700 - Barrel (Excludes Camera)	\$8,310.00
325412, 334220	140202	SELEX	LPT-900 LUGG 2 CAM	\$21,200.00

325412, 334220	140203	SELEX	LPT-900 LUGG 3 CAM	\$24,755.00
325412, 334220	140332	SELEX	Message Board Full 3 Line Covert 2 Cam	\$51,919.39
325412, 334220	140335	SELEX	Message Board Full 3 Line-1 Camera	\$37,722.92
325412, 334220	140336	SELEX	Message Board Full 3 Line 2 Camera	\$36,435.00
325412, 334220	140402	SELEX	ELSAG Plate Hunter 2 Pick Up Tool Box	\$20,255.00
325412, 334220	140452	SELEX	MPH-900 Tahoe Grill Mount	\$13,460.00
325412, 334220	140501	SELEX	ELSAG Plate Hunter F2-1	\$7,495.00
325412, 334220	140502	SELEX	ELSAG Plate Hunter F2-2	\$7,495.00
325412, 334220	140503	SELEX	ELSAG Plate Hunter F2-3	\$7,495.00
325412, 334220	140504	SELEX	ELSAG Plate Hunter F2-4	\$7,495.00
325412, 334220	140511	SELEX	ELSAG Plate Hunter F3 - 1 Camera System	\$7,551.64
325412, 334220	140512	SELEX	ELSAG Plate Hunter F3 - 2 Camera System	\$7,551.64
325412, 334220	140513	SELEX	ELSAG Plate Hunter F3 - 3 Camera System	\$7,551.64
325412, 334220	140514	SELEX	ELSAG Plate Hunter F3 - 4 Camera System	\$7,551.64
325412, 334220	140515	SELEX	ELSAG Plate Hunter F3 - 5 Camera System	\$7,551.64
325412, 334220	140516	SELEX	ELSAG Plate Hunter F3 - 6 Camera System	\$7,551.64
325412, 334220	140517	SELEX	ELSAG Plate Hunter F3 - 7 Camera System	\$7,551.64
325412, 334220	140601	SELEX	ELSAG Plate Hunter Covert Pole Camera	\$15,760.00
325412, 334220	140700	SELEX	ELSAG Plate Hunter V	\$3,495.00
325412, 334220	210012	SELEX	Shipping Service per mile	\$4.00
325412, 334220	210013	SELEX	Overnight Shipping Service	\$395.00
325412, 334220	210019	SELEX	Remote Software Installation	\$320.00
325412, 334220	210020	SELEX	Tech Dispatch - Mobile	\$1,250.00
325412, 334220	210022	SELEX	ELSAG Operations Center Initial Config	\$1,250.00
325412, 334220	210027	SELEX	Installation - Mobile	\$625.00
325412, 334220	210028	SELEX	Installation - SpeedEnforcer	\$4,895.00
325412, 334220	210040	SELEX	ITS MPPS Installation & Freight Charges	\$3,048.00

325412, 334220	210041	SELEX	ITS LPR Enforcement Soft Monthly Hosting	\$113.85
325412, 334220	210042	SELEX	ITS Service & Tech Support, <500 spaces	\$0.92
325412, 334220	210043	SELEX	ITS Service & Tech Support, >500 spaces	\$0.69
325412, 334220	210044	SELEX	Out of Warranty Diagnostic Charge	\$555.00
325412, 334220	410319	SELEX	AD3M Perm Power Cable	\$190.00
325412, 334220	410330	SELEX	AD-M3 Transp. Camera Cable 16'	\$430.00
325412, 334220	410337	SELEX	Finished AD-M3 Camera Bracket	\$50.00
325412, 334220	410357	SELEX	AD-M3 Trunk Bulkhead Gasket	\$5.00
325412, 334220	410361	SELEX	AD3M Perm Camera Cable	\$530.00
325412, 334220	410362	SELEX	AD3M Trans Power Cable	\$195.00
325412, 334220	410404	SELEX	Shell for Barrel Camera	\$160.00
325412, 334220	410520	SELEX	20ft AD3M Transportable Camera Cable	\$440.00
325412, 334220	410901	SELEX	Thule #LB50 - Load Bars	\$100.00
325412, 334220	411128	SELEX	AD3 Split Trunk Mount LH Cable	\$520.00
325412, 334220	411130	SELEX	AD3 Split Trunk Mount RH Cable	\$515.00
325412, 334220	411225	SELEX	Dual AD3 Splt Cam w/PL 16'	\$1,105.00
325412, 334220	411246	SELEX	AD3 Split w/LP 16' Perm Cable	\$605.00
325413422 0	411256	SELEX	2 Line Matrix Radar Trailer	\$9,095.00
325412, 334220	411336	SELEX	AD3-S cam cable low prof 25ft	\$680.00
325412, 334220	411362	SELEX	Z Bracket - Sonic Wall 1.53 inch	\$10.00
325412, 334220	411706	SELEX	Tool Box - Small Truck	\$650.00
325412, 334220	411720	SELEX	Triple 16ft Camera Cable	\$1,530.00
325412, 334220	411781	SELEX	Mounting BRKT - Mini Split 2.5 IN	\$40.00
325412, 334220	411782	SELEX	Mounting BRKT - Mini Split 2.5 IN	\$40.00
325412, 334220	411841	SELEX	Hedley Clip	\$30.00
325412, 334220	412045	SELEX	RT Matrix - 3-Line	\$23,740.00
325412, 334220	412149	SELEX	Opus Permanent Power Cable	\$176.28



325412, 334220	412165	SELEX	Opus Transportable Power Cable	\$153.61
325412, 334220	412169	SELEX	Storm Case Assembly	\$360.00
325412, 334220	412283	SELEX	Push Bumper Mini Camera Bracket	\$40.00
325412, 334220	412310	SELEX	Packing Foam Insert	\$65.00
325412, 334220	412319	SELEX	FH Hanging BKT- .438 MTG Holes	\$110.00
325412, 334220	412333	SELEX	FH Perm CBL-Ethernet Opus	\$290.00
325412, 334220	412348	SELEX	Custom Neuvo ELSAG PC	\$3,355.00
325412, 334220	412362	SELEX	Isolation Mounting Disk, Mini	\$60.10
325412, 334220	412413	SELEX	M6 Cam Cable-16FT Split FLD Term	\$525.00
325412, 334220	412494	SELEX	"Z" Clip	\$50.00
325412, 334220	412518	SELEX	CAM Cable-22FT Split Trans 90-12:00	\$775.00
325412, 334220	412713	SELEX	M6 Perm Power Cable, No Opus	\$239.25
325412, 334220	412717	SELEX	Mounting Bracket, AD3-MS, 3 IN Tall	\$40.00
325412, 334220	412725	SELEX	Tool Box Shell, 10 x 10 x 54	\$1,170.00
325412, 334220	412777	SELEX	Permanent Insulation Disc, Bulkhead	\$91.60
325412, 334220	412841	SELEX	KVM Console to USB 2.0 (Crash Cart)	\$463.47
325412, 334220	412879	SELEX	Sign Speed Trailer	\$13,085.00
325412, 334220	412880	SELEX	Speed Patrol 18 Radar Trailer, Pocket	\$9,405.00
325412, 334220	412897	SELEX	Custom Aaeon PC AEV-6301 brick computer	\$2,460.00
325412, 334220	412926	SELEX	2.4 GHz Flat Panel Antenna - N-Female	\$111.90
325412, 334220	412929	SELEX	Plate Mounting Bracket FCU	\$50.00
325412, 334220	412930	SELEX	Top FCU Plate Mounting Plate	\$136.00
325412, 334220	412931	SELEX	Bottom FCU Plate Mounting Plate	\$136.00
325412, 334220	412940	SELEX	Large I-Beam Mount (Vendor Built)	\$795.10
325412, 334220	412945	SELEX	Small I-Beam Mount (Vendor Built)	\$1,007.56
325412, 334220	412947	SELEX	Extra Large I-Beam Plate (11-24 IN)	\$115.00
325412, 334220	412950	SELEX	Extra Large I-Beam Mount (Vendor Built)	\$1,007.56



325412, 334220	412960	SELEX	M6 Mounting Bracket - 3 IN	\$45.00
325412, 334220	412972	SELEX	Extra Large I-Beam Plate (~36 IN, XXL)	\$350.00
325412, 334220	412982	SELEX	ITS MBR 95 Wireless Mobile Router	\$386.40
325412, 334220	412983	SELEX	ITS MBR 96 Mounting Bracket/Cabling	\$193.20
325412, 334220	412984	SELEX	ITS MPPS 1010 Tablet w/Bracket ring	\$676.20
325412, 334220	412987	SELEX	ALPR Modified RU2 Speed Trailer w/Solar	\$13,335.00
325412, 334220	412993	SELEX	Opus Single Output Cable AD3MS	\$115.00
325412, 334220	412995	SELEX	Packing Foam Insert - AD4-MS 2 Cam Sys	\$70.00
325412, 334220	412996	SELEX	Trigger Control Box 4 Channel	\$3,606.53
325412, 334220	412997	SELEX	Trigger Control Box 2 Channel	\$2,690.63
325412, 334220	412998	SELEX	Trigger Control Box 1 Channel	\$2,232.65
325412, 334220	413009	SELEX	Camera Mount Tripod	\$200.00
325412, 334220	413010	SELEX	ALPR Modified Message Board Trailer	\$41,379.67
325412, 334220	413011	SELEX	Message Board Toolbox Bracket	\$194.64
325412, 334220	413048	SELEX	M6 Transportable Power Cable, No OPUS	\$179.41
325412, 334220	413262	SELEX	Antaira 8-port POE unmanaged switch F3	\$780.86
325412, 334220	413297	SELEX	F3 12VDC / trigger cable - 3 Cond. 18AWG	\$5.55
325412, 334220	413298	SELEX	M7 Permanent Power Cable, 2 Boxes	\$339.04
325412, 334220	413307	SELEX	M7 Permanent Power Cable	\$223.50
325412, 334220	413335	SELEX	M7 Trunk box Mounting Bracket - 1 piece	\$15.11
325412, 334220	413347	SELEX	M7 transportable Power Cable	\$177.12
325412, 334220	420018	SELEX	2 Camera Tether Kit	\$225.00
325412, 334220	421218	SELEX	ASM, Pole Mount, 2 Camera	\$834.10
325412, 334220	421321	SELEX	2 Port Vert Flr Mnt B0x Assembly	\$95.00
325412, 334220	421326	SELEX	Silicone Base Pad	\$10.00
325412, 334220	421399	SELEX	ASM, Pole Mount, 1 Camera	\$591.21
325412, 334220	421415	SELEX	Hi Res Fixed Cam 25/35mm 870	\$8,950.00

325412, 334220	421418	SELEX	AD3-FH Cam 35/50mm 870nm	\$8,950.00
325412, 334220	421487	SELEX	16 mm Mini Camera Head	\$4,195.00
325412, 334220	421499	SELEX	25 mm Mini Camera Head	\$4,350.00
325412, 334220	421500	SELEX	35 mm Mini Camera Head	\$4,919.14
325412, 334220	421501	SELEX	50 mm Mini Camera Head	\$4,958.07
325412, 334220	421502	SELEX	AD3-MS Cam 16mm 810nm	\$4,875.48
325412, 334220	421503	SELEX	AD3-MS Cam 25mm 810nm	\$4,350.00
325412, 334220	421504	SELEX	AD3-MS Cam 35mm 810nm	\$4,350.00
325412, 334220	421505	SELEX	AD3-MS Cam 50mm 810nm	\$4,350.00
325412, 334220	421506	SELEX	AD3-MS Cam 16mm 870nm	\$4,350.00
325412, 334220	421509	SELEX	AD3-MS Cam 25mm 870nm	\$4,350.00
325412, 334220	421510	SELEX	AD3-MS Cam 35mm 870nm	\$4,350.00
325412, 334220	421511	SELEX	AD3-MS Cam 50mm 870nm	\$4,350.00
325412, 334220	421520	SELEX	3 Camera Tether Kit	\$270.00
325412, 334220	421523	SELEX	Multi-Mount, 2 Camera	\$480.17
325412, 334220	421548	SELEX	Bullet Router Upgrade Kit	\$1,017.63
325412, 334220	421554	SELEX	Hi Res Fixed Cam 25/35mm 740	\$9,760.98
325412, 334220	421571	SELEX	Cam Mtg Asm - Over the Road	\$675.00
325412, 334220	421572	SELEX	ASM, Pole Mount, 3 Camera	\$1,158.60
325412, 334220	421577	SELEX	HI Res Fixed Cam 16/25mm 880nm	\$8,950.00
325412, 334220	421586	SELEX	Multi-mount, 1 Camera, Assembly	\$232.08
325412, 334220	421589	SELEX	HI Res Fixed Cam 16/25mm 740nm	\$9,744.35
325412, 334220	421592	SELEX	Hi Res Fixed Cam 25/35mm 810	\$8,950.00
325412, 334220	421595	SELEX	Hi Res Fixed Cam 25/35mm 940	\$8,950.00
325412, 334220	421608	SELEX	Opus replacement Kit 3-4 Cam System	\$730.73
325412, 334220	421611	SELEX	Opus Rep Kit-Trans PWR 1-2 Camera	\$708.06
325412, 334220	421619	SELEX	Hi Res Fixed Cam 12/16mm 740	\$9,710.63

325412, 334220	421633	SELEX	Light Bar ASM - Mini Split	\$365.00
325412, 334220	421636	SELEX	Daisy Chain W/Barrel-2 Battery	\$3,377.22
325412, 334220	421637	SELEX	Barrel 110V Conversion Kit	\$240.00
325412, 334220	421639	SELEX	Low Profile Light Bar Mount Bracket	\$451.75
325412, 334220	421643	SELEX	1 Port Trunk Box - Alum Finish	\$2,205.00
325412, 334220	421644	SELEX	2 Port Trunk Box - Alum Finish	\$4,770.00
325412, 334220	421646	SELEX	Trunk Box Floor Mount 3-4 Port	\$305.00
325412, 334220	421663	SELEX	AD3-FH Cam 8/12mm 870nm	\$8,950.00
325412, 334220	421667	SELEX	Assembly Hanging Mount, 2-Camera	\$831.08
325412, 334220	421670	SELEX	Camera Mounting ASM-Concrete	\$310.67
325412, 334220	421675	SELEX	AD3-FH Cam 8/12mm 740nm	\$9,790.04
325412, 334220	421676	SELEX	AD3-FH Cam 12/16mm 870nm	\$8,950.00
325412, 334220	421677	SELEX	Assembly Hanging Mount, 1 Camera	\$672.29
325412, 334220	421678	SELEX	Hi Res Fixed Cam 50 mm 740	\$9,689.08
325412, 334220	421681	SELEX	DIY MPH900 Perm Wiring Kit	\$325.00
325412, 334220	421684	SELEX	FCU ASM - McCain Box	\$7,070.14
325412, 334220	421686	SELEX	FCU ASM - McCain Box, NO AEEON	\$2,750.00
325412, 334220	421699	SELEX	Interceptor SUV Roof Multi-mount 1 Camera	\$236.66
325412, 334220	421704	SELEX	FCU2 w/Pole Mount	\$28,186.79
325412, 334220	421711	SELEX	Circulat Hanging Mount, 2 POC 1 Camera	\$1,282.00
325412, 334220	421713	SELEX	Split SUV Roof Mount	\$335.81
325412, 334220	421719	SELEX	Hanging Mount Angle 2 POC 1 Camera	\$4,690.00
325412, 334220	421720	SELEX	Hanging Mount Angle 2 POC 1 Camera	\$2,243.53
325412, 334220	421740	SELEX	Circular Gantry 2 POC Mount	\$1,853.49
325412, 334220	421742	SELEX	Interceptor SUV FH Mount	\$220.00
325412, 334220	421743	SELEX	FCU2 Plate Mount	\$24,700.00
325412, 334220	421744	SELEX	FCU2 Basic On A Plate	\$8,900.00

325412, 334220	421747	SELEX	AD3-FH Cam 35/50mm 940nm	\$8,950.00
325412, 334220	421749	SELEX	Tahoe Grill Mount Kit	\$9,105.00
325412, 334220	421751	SELEX	Field Radar Trailer Power Upgrade Kit	\$19,684.82
325412, 334220	421752	SELEX	Radar Trailer LPR Kit LPD	\$6,383.74
325412, 334220	421756	SELEX	FPH-900 Lite 35 mm, 850 nm	\$4,795.00
325412, 334220	421758	SELEX	80/20 Frame Barrel Kit	\$7,355.00
325412, 334220	421759	SELEX	Hanging Mount - Short 16in - 2 Camera	\$1,424.43
325412, 334220	421771	SELEX	MPH-900 Tool Box Kit	\$17,255.00
325412, 334220	421775	SELEX	FPH-900 Lite 16 mm, 850 nm	\$4,795.00
325412, 334220	421776	SELEX	FPH-900 Lite 25 mm, 850 nm	\$4,795.00
325412, 334220	421785	SELEX	DEA Tailer Mount-Message Board	\$1,097.99
325412, 334220	421791	SELEX	Large Covert Sign Trailer Tool Box Kit	\$20,958.65
325412, 334220	421797	SELEX	FCU Assem on Shelf (2U) McCain, Wireless	\$7,363.25
325412, 334220	421802	SELEX	Assembly Pole Mount 3 Camera Horizontal	\$1,723.40
325412, 334220	421803	SELEX	M6 Cam 12mm 740nm	\$3,584.98
325412, 334220	421804	SELEX	M6 Cam 16mm 740nm	\$3,487.13
325412, 334220	421805	SELEX	M6 Cam 25mm 740nm	\$3,487.13
325412, 334220	421806	SELEX	M6 Cam 12mm 870nm	\$2,875.00
325412, 334220	421807	SELEX	M6 Cam 16mm 870nm	\$2,730.00
325412, 334220	421808	SELEX	M6 Cam 25mm 870nm	\$2,720.00
325412, 334220	421811	SELEX	M6 Multi-Mount 2 Cam Trunk	\$496.20
325412, 334220	421812	SELEX	M6 Interceptor SUV Mount 1 Cam	\$240.10
325412, 334220	421813	SELEX	M6 Magnet Multi-Mount	\$178.27
325412, 334220	421814	SELEX	M6 Low Profile Light Bar Assembly	\$461.48
325412, 334220	421816	SELEX	Camera Cable Assembly, Portable (AD3-FH)	\$665.00
325412, 334220	421818	SELEX	Fixed LPR Lite	\$21,950.00
325412, 334220	421828	SELEX	M6 Cam 8mm 740nm	\$3,645.00

325412, 334220	421832	SELEX	H6 Field Control Unit 1-2 Camera	\$7,960.00
325412, 334220	421834	SELEX	M6 Trunkbox, 1-2 Cameras	\$3,256.79
325412, 334220	421835	SELEX	M6 Trunkbox, 3-4 Cameras	\$5,110.93
325412, 334220	421842	SELEX	F3 Cam 75mm 740nm – POE	\$8,564.23
325412, 334220	421846	SELEX	F3 FCU – POE	\$7,551.64
325412, 334220	421847	SELEX	F3 FCU - POE, Wireless	\$7,551.64
325412, 334220	421848	SELEX	F3 Cam 35mm 528nm - 12VDC	\$7,574.93
325412, 334220	421883	SELEX	Covert Truck Toolbox M6 16mm	\$27,500.00
325412, 334220	421884	SELEX	Assembly Pole Mount 5 foot	\$1,454.23
325412, 334220	421885	SELEX	Covert Thule Triggered M6 16mm	\$28,000.00
325412, 334220	421887	SELEX	F3 Cam 16mm 850nm - POE	\$7,193.24
325412, 334220	421888	SELEX	F3 Cam 25mm 850nm - POE	\$7,099.63
325412, 334220	421889	SELEX	F3 Cam 35mm 850nm - POE	\$7,143.48
325412, 334220	421890	SELEX	F3 Cam 50mm 850nm - POE	\$7,226.26
325412, 334220	421891	SELEX	F3 Cam 75mm 850nm - POE	\$7,319.19
325412, 334220	421895	SELEX	Solar Panel Kit MPH Trailer	\$4,649.89
325412, 334220	421896	SELEX	F3 Cam 12mm 740nm - POE	\$7,171.30
325412, 334220	421897	SELEX	F3 Cam 16mm 740nm - POE	\$7,190.95
325412, 334220	421898	SELEX	F3 Cam 25mm 740nm - POE	\$7,097.35
325412, 334220	421899	SELEX	F3 Cam 35mm 740nm - POE	\$7,141.20
325412, 334220	421900	SELEX	F3 Cam 50mm 740nm - POE	\$7,223.97
325412, 334220	421908	SELEX	F3 FCU Asm (411937 retrofit)	\$11,756.37
325412, 334220	421909	SELEX	F3 FCU Asm (411937 retrofit) – Wireless	\$12,065.26
325412, 334220	421915	SELEX	F3 Cam 12mm 528nm - 12VDC	\$7,589.58
325412, 334220	421916	SELEX	F3 Cam 16mm 528nm - 12VDC	\$7,613.85
325412, 334220	421917	SELEX	F3 Cam 25mm 528nm - 12VDC	\$7,531.07
325412, 334220	421918	SELEX	F3 Cam 50mm 528nm - 12VDC	\$7,657.71

325412, 334220	421919	SELEX	F3 Cam 75mm 528nm - 12VDC	\$7,764.37
325412, 334220	421920	SELEX	M7 Trunk box, 1-2 Cameras	\$3,002.52
325412, 334220	421939	SELEX	M7 Cam 12mm 740nm	\$3,722.92
325412, 334220	421940	SELEX	M7 Cam 16mm 740nm (Left hand)	\$3,722.92
325412, 334220	421941	SELEX	M7 Cam 25mm 740nm	\$3,722.92
325412, 334220	421942	SELEX	M7 Cam 12mm 870nm	\$3,722.92
325412, 334220	421943	SELEX	M7 Cam 16mm 870nm (Left hand)	\$3,722.92
325412, 334220	421944	SELEX	M7 Cam 25mm 870nm	\$3,722.92
325412, 334220	421945	SELEX	M7 Cam 8mm 740nm	\$3,722.92
325412, 334220	421946	SELEX	M7 Cam 8mm 870nm	\$3,722.92
325412, 334220	421948	SELEX	M7 Cam 16mm 740nm (Right hand)	\$3,722.92
325412, 334220	421949	SELEX	M7 Cam 16mm 870nm (Right hand)	\$3,722.92
325412, 334220	421950	SELEX	F3 Cam 8mm 740nm – POE	\$6,952.14
325412, 334220	421951	SELEX	F3 Cam 8mm 850nm – POE	\$7,066.54
325412, 334220	510150	SELEX	Time Parking Enforcement Software	\$5,000.00
325412, 334220	510151	SELEX	Permit Parking Enforcement Software	\$5,000.00
325412, 334220	510160	SELEX	Data Acquisition Package	\$744.22
325412, 334220	510322	SELEX	API Development Kit	\$3,500.00
325412, 334220	510323	SELEX	EOC 5.X Speed Feature License	\$257.62
325412, 334220	510324	SELEX	API Run-Time License Fee	\$275.00
325412, 334220	510329	SELEX	ITS MPPS 0900 Enforcement SW & Setup	\$9,660.00
325412, 334220	510808	SELEX	C2P Base License	\$2,289.90
325412, 334220	510809	SELEX	C2P Node License	\$801.47
325412, 334220	520004	SELEX	Annual Support, Year 5 and beyond	\$995.00
325412, 334220	520005	SELEX	EOC Software Only with 3 months support	\$1,850.00
325412, 334220	520150	SELEX	Parking Enforcer SW Warranty	\$1,000.00
325412, 334220	520502	SELEX	Trailer Refueling Service	\$4,100.00

325412, 334220	140001-TP	SELEX	ELSAG Plate Hunter MS-2 Port TB	\$12,360.00
325412, 334220	140001-Upgrade	SELEX	ELSAG Plate Hunter MS 1 cam upgrade	\$5,200.00
325412, 334220	140301B	SELEX	Speed Patrol 18 Basic 1 Camera	\$16,190.00
325412, 334220	140301CO	SELEX	Speed Patrol 18 Customer Owned 1 Camera	\$7,100.00
325412, 334220	140301P	SELEX	Speed Patrol 18 w/ Pocket 1 Camera	\$16,375.00
325412, 334220	140301U	SELEX	Speed Patrol 18 w/Power Upgrade 1 Camera	\$16,190.00
325412, 334220	140302B	SELEX	Speed Patrol 18 Basic 2 Camera	\$16,635.00
325412, 334220	140302CO	SELEX	Speed Patrol 18 Customer Owned 2 Camera	\$7,540.00
325412, 334220	140302U	SELEX	Speed Patrol 18 w/Power Upgrade 2 Camera	\$16,635.00
325412, 334220	140332CO	SELEX	Full Message BD Trailer Covert Cust Ownd	\$29,165.00
325412, 334220	140332P	SELEX	Message Board Full w/Battery upgrade	\$51,500.00
325412, 334220	140335CO	SELEX	Message Board Full 3 Line-1 Camera	\$14,275.00
325412, 334220	140336CO	SELEX	Message Board Full 3 Line 2 Camera	\$15,600.00
325412, 334220	210003-E	SELEX	Engineering Day - Engineering	\$1,250.00
325412, 334220	210003-F	SELEX	Engineering Day - Field Support	\$1,250.00
325412, 334220	210003-H	SELEX	Engineering Day - Helpdesk	\$1,250.00
325412, 334220	210003-M	SELEX	Engineering Day - Manufacturing	\$1,250.00
325412, 334220	210003-P	SELEX	Engineering Day - Professional Services	\$1,920.00
325412, 334220	210005-E	SELEX	Engineering Hour - Engineering	\$160.00
325412, 334220	210005-F	SELEX	Engineering Hour - Field Support	\$160.00
325412, 334220	210005-H	SELEX	Engineering Hour - Helpdesk	\$160.00
325412, 334220	210005-M	SELEX	Engineering Hour - Manufacturing	\$160.00
325412, 334220	210005-P	SELEX	Engineering Hour - Professional Services	\$311.93
325412, 334220	410109-B	SELEX	Magnets with Blk Powder Coat	\$11.95
325412, 334220	410395-10	SELEX	Cable 10ft FG Pigtail	\$332.95
325412, 334220	410395-100	SELEX	Cable 100ft FG Pigtail	\$1,147.01
325412, 334220	410395-105	SELEX	Cable 105ft FG Pigtail	\$1,192.23



325412, 334220	410395-110	SELEX	Cable 110ft FG Pigtail	\$1,237.46
325412, 334220	410395-115	SELEX	Cable 115ft FG Pigtail	\$1,282.69
325412, 334220	410395-120	SELEX	Cable 120ft FG Pigtail	\$1,327.91
325412, 334220	410395-125	SELEX	Cable 125ft FG Pigtail	\$1,250.00
325412, 334220	410395-130	SELEX	Cable 130ft FG Pigtail	\$1,418.36
325412, 334220	410395-135	SELEX	Cable 135ft FG Pigtail	\$1,463.59
325412, 334220	410395-140	SELEX	Cable 140ft FG Pigtail	\$1,508.82
325412, 334220	410395-145	SELEX	Cable 145ft FG Pigtail	\$1,554.04
325412, 334220	410395-15	SELEX	Cable 15ft FG Pigtail	\$378.18
325412, 334220	410395-150	SELEX	Cable 150ft FG Pigtail	\$1,599.27
325412, 334220	410395-155	SELEX	Cable 155ft FG Pigtail	\$1,644.49
325412, 334220	410395-160	SELEX	Cable 160ft FG Pigtail	\$1,689.72
325412, 334220	410395-165	SELEX	Cable 165ft FG Pigtail	\$1,734.95
325412, 334220	410395-170	SELEX	Cable 170ft FG Pigtail	\$1,780.17
325412, 334220	410395-175	SELEX	Cable 175ft FG Pigtail	\$1,825.40
325412, 334220	410395-180	SELEX	Cable 180ft FG Pigtail	\$1,870.62
325412, 334220	410395-185	SELEX	Cable 185ft FG Pigtail	\$1,915.85
325412, 334220	410395-190	SELEX	Cable 190ft FG Pigtail	\$1,961.07
325412, 334220	410395-195	SELEX	Cable 195ft FG Pigtail	\$2,006.30
325412, 334220	410395-20	SELEX	Cable 20 ft FG Pigtail	\$423.40
325412, 334220	410395-200	SELEX	Cable 200ft FG Pigtail	\$2,051.52
325412, 334220	410395-205	SELEX	Cable 205ft FG Pigtail	\$2,096.75
325412, 334220	410395-210	SELEX	Cable 210ft FG Pigtail	\$2,141.97
325412, 334220	410395-215	SELEX	Cable 215ft FG Pigtail	\$2,187.20
325412, 334220	410395-220	SELEX	Cable 220ft FG Pigtail	\$2,232.42
325412, 334220	410395-225	SELEX	Cable 225ft FG Pigtail	\$2,277.65
325412, 334220	410395-230	SELEX	Cable 230ft FG Pigtail	\$2,322.87

325412, 334220	410395-235	SELEX	Cable 235ft FG Pigtail	\$2,368.10
325412, 334220	410395-240	SELEX	Cable 240ft FG Pigtail	\$2,413.33
325412, 334220	410395-245	SELEX	Cable 245ft FG Pigtail	\$2,458.55
325412, 334220	410395-25	SELEX	Cable 25ft FG Pigtail	\$468.63
325412, 334220	410395-250	SELEX	Cable 250ft FG Pigtail	\$2,503.78
325412, 334220	410395-255	SELEX	Cable 255ft FG Pigtail	\$2,549.00
325412, 334220	410395-30	SELEX	Cable 30ft FG Pigtail	\$513.86
325412, 334220	410395-32	SELEX	Cable 32ft FG Pigtail	\$444.36
325412, 334220	410395-35	SELEX	Cable 35ft FG Pigtail	\$559.08
325412, 334220	410395-40	SELEX	Cable 40ft FG Pigtail	\$604.31
325412, 334220	410395-45	SELEX	Cable 45ft FG Pigtail	\$649.53
325412, 334220	410395-5	SELEX	Cable 5ft FG Pigtail	\$287.73
325412, 334220	410395-50	SELEX	Cable 50ft FG Pigtail	\$694.76
325412, 334220	410395-55	SELEX	Cable 55ft FG Pigtail	\$739.98
325412, 334220	410395-60	SELEX	Cable 60ft FG Pigtail	\$785.21
325412, 334220	410395-65	SELEX	Cable 65ft FG Pigtail	\$830.43
325412, 334220	410395-70	SELEX	Cable 70ft FG Pigtail	\$875.66
325412, 334220	410395-75	SELEX	Cable 75ft FG Pigtail	\$920.88
325412, 334220	410395-80	SELEX	Cable 80ft FG Pigtail	\$966.11
325412, 334220	410395-85	SELEX	Cable 85ft FG Pigtail	\$1,011.33
325412, 334220	410395-90	SELEX	Cable 90ft FG Pigtail	\$1,056.56
325412, 334220	410395-95	SELEX	Cable 95ft FG Pigtail	\$1,101.78
325412, 334220	410510-175	SELEX	AD3FG Camera Cable - 175 FT	\$1,963.73
325412, 334220	411225-20	SELEX	Dual AD3 Split Cam w/LP 20'	\$1,205.00
325412, 334220	411409-1	SELEX	Class 1 EOC Server System	\$1,823.68
325412, 334220	411409-10	SELEX	Class 10 EOC Server System	\$228,982.37
325412, 334220	411409-2	SELEX	Class 2 EOC Server System	\$9,364.28

325412, 334220	411409-3	SELEX	Class 3 EOC Server System	\$18,312.34
325412, 334220	411409-4	SELEX	Class 4 EOC Server System	\$27,471.03
325412, 334220	411409-5	SELEX	Class 5 EOC Server System	\$36,629.72
325412, 334220	411409-6	SELEX	Class 6 EOC Server System	\$45,793.45
325412, 334220	411409-7	SELEX	Class 7 EOC Server System	\$91,586.90
325412, 334220	411409-8	SELEX	Class 8 EOC Server System	\$137,385.39
325412, 334220	411409-9	SELEX	Class 9 EOC Server System	\$183,183.88
325412, 334220	411409-H1	SELEX	Class 1 EOC Server Hosting	\$995.00
325412, 334220	411409-H10	SELEX	Class 10 EOC Server Hosting	\$124,995.00
325412, 334220	411409-H2	SELEX	Class 2 EOC Server Hosting	\$4,995.00
325412, 334220	411409-H3	SELEX	Class 3 EOC Server Hosting	\$9,995.00
325412, 334220	411409-H4	SELEX	Class 4 EOC Server Hosting	\$14,995.00
325412, 334220	411409-H5	SELEX	Class 5 EOC Server Hosting	\$19,995.00
325412, 334220	411409-H6	SELEX	Class 6 EOC Server Hosting	\$24,995.00
325412, 334220	411409-H7	SELEX	Class 7 EOC Server Hosting	\$49,995.00
325412, 334220	411409-H8	SELEX	Class 8 EOC Server Hosting	\$74,995.00
325412, 334220	411409-H9	SELEX	Class 9 EOC Server Hosting	\$99,995.00
325412, 334220	412014-39.5	SELEX	12m FG Pigtail ROHS Cable	\$460.00
325412, 334220	412519-12	SELEX	12ft Flat Split Transportable Camera Cbl	\$539.69
325412, 334220	412519-16	SELEX	16ft Flat Split Transportable Camera Cbl	\$597.57
325412, 334220	412519-20	SELEX	20FT Flat Split Transportable Camera Cbl	\$655.46
325412, 334220	412519-22	SELEX	22FT Flat Split Transportable Camera Cbl	\$684.40
325412, 334220	412520-12	SELEX	12FT 4:30 Oval Split Transportable Cable	\$570.94
325412, 334220	412520-16	SELEX	16FT 4:30 Oval Split Transportable Cable	\$628.83
325412, 334220	412520-20	SELEX	20FT 4:30 Oval Split Transportable Cable	\$686.72
325412, 334220	412520-22	SELEX	12FT 4:30 Oval Split Transportable Cable	\$741.40
325412, 334220	412521-12	SELEX	12FT 7:30 Oval Split Transportable Cable	\$570.94

325412, 334220	412521-16	SELEX	16FT 7:30 Oval Split Transportable Cable	\$654.57
325412, 334220	412521-20	SELEX	20FT 7:30 Oval Split Transportable Cable	\$686.72
325412, 334220	412521-22	SELEX	22FT 7:30 Oval Split Transportable Cable	\$741.40
325412, 334220	412624-16	SELEX	AD3-FH Hi-Res LP Bulkhead Cable 16 FT	\$505.79
325412, 334220	412868-100	SELEX	Triggered Fixed Cable XVS9 100ft	\$1,467.60
325412, 334220	412868-15	SELEX	Triggered Fixed Cable XVS9 15ft	\$432.10
325412, 334220	412868-150	SELEX	Triggered Fixed Cable XVS9 150ft	\$2,076.71
325412, 334220	412868-250	SELEX	Triggered Fixed Cable XVS9 250ft	\$3,294.94
325412, 334220	412925-12	SELEX	12ft Oval Puma Transportable Cam Cable	\$425.00
325412, 334220	413223-1000	SELEX	Cat5e Ethernet Cable - F3 - 1000ft	\$343.46
325412, 334220	413223-250	SELEX	Cat5e Ethernet Cable - F3 - 250ft	\$210.67
325412, 334220	413223-500	SELEX	Cat5e Ethernet Cable - F3 - 500ft	\$297.66
325412, 334220	413308-12	SELEX	M7 Transportable Camera Cable - 12FT	\$414.61
325412, 334220	413308-16	SELEX	M7 Transportable Camera Cable - 16FT	\$453.26
325412, 334220	413308-20	SELEX	M7 Transportable Camera Cable - 20FT	\$491.92
325412, 334220	413308-22	SELEX	M7 Transportable Camera Cable - 22FT	\$511.24
325412, 334220	413350-16	SELEX	M7 Perm Camera Cable w/LP Bulkhead 16ft	\$555.19
325412, 334220	413351-16	SELEX	M7 Dual Camera Cable w/ LP Bulkhead 16ft	\$1,185.37
325412, 334220	413351-20	SELEX	M7 Dual Camera Cable w/ LP Bulkhead 20ft	\$1,242.89
325412, 334220	413352-12	SELEX	M7 Transp. Cam Cable W/90-4:30 12FT	\$466.23
325412, 334220	413352-16	SELEX	M7 Transp. Cam Cable W/90-4:30 16FT	\$495.72
325412, 334220	413352-20	SELEX	M7 Transp. Cam Cable W/90-4:30 20FT	\$525.21
325412, 334220	413352-22	SELEX	M7 Transp. Cam Cable W/90-4:30 22FT	\$539.96
325412, 334220	413353-12	SELEX	M7 Transp. Cam Cable W/90-7:30 12FT	\$466.23
325412, 334220	413353-16	SELEX	M7 Transp. Cam Cable W/90-7:30 16FT	\$495.72
325412, 334220	413353-20	SELEX	M7 Transp. Cam Cable W/90-7:30 20FT	\$525.21
325412, 334220	413353-22	SELEX	M7 Transp. Cam Cable W/90-7:30 22FT	\$539.96

325412, 334220	420069-M	SELEX	Hedley Trunk Mt Assembly-Mini	\$175.00
325412, 334220	420069-P	SELEX	Hedley Trunk Mt Assembly-Puma	\$185.00
325412, 334220	420069-S	SELEX	Hedley Trunk Mt Assembly-AD3S	\$225.00
325412, 334220	421627A	SELEX	AD3-MS Magnet Multi-Mount	\$150.00
325412, 334220	421752-2	SELEX	Low Power Radar Trailer-2 CAM	\$6,387.91
325412, 334220	510033-5.X	SELEX	Car System Version 5.X	\$320.00
325412, 334220	510033-CSC	SELEX	Car System Version 6.X - EOC Connected	\$320.00
325412, 334220	510033-CSSA	SELEX	Car System Version 6.X - Stand Alone	\$320.00
325412, 334220	510322-3.X	SELEX	Operation Center License 3.x	\$1,275.00
325412, 334220	510322-5.X	SELEX	Operation Center License 5.x	\$1,275.00
325412, 334220	510322-5.X-HIDTA	SELEX	Operation Center License 5.x - HIDTA	\$1,275.00
325412, 334220	520001- DCT	SELEX	1 Year Standard HW/SW Ext Warranty DCT	\$4,680.00
325412, 334220	520001-Covert	SELEX	1 Yr Standard HW/SW Ext Warranty Covert	\$1,995.00
325412, 334220	520001-FCU 2	SELEX	1 Yr Standard HW/SW Ext Warranty FCU 2	\$2,395.00
325412, 334220	520001-FCU Mini	SELEX	1Yr Standard HW/SW Ext Warranty FCU Mini	\$325.00
325412, 334220	520001-FCU Standard	SELEX	1 Yr Standard HW/SW Ext Warranty FCU...	\$610.00
325412, 334220	520001-FCU-TZB	SELEX	Year 1 Standard HW&SW Ext. Warranty	\$1,225.00
325412, 334220	520001-Fixed	SELEX	1Yr Standard HW/SW Ext Warranty Fixed...	\$1,430.73
325412, 334220	520001-Gold-FCU-TZB	SELEX	Year 1 Gold HW&SW Ext. Warranty	\$2,450.00
325412, 334220	520001-GUPG-FCU-TZB	SELEX	Year 1 Gold HW&SW Upgraded Ext Warranty	\$1,225.00
325412, 334220	520001-Mobile 2	SELEX	1 Yr Standard HW/SW Ext Warranty 2-Cam.	\$1,720.00
325412, 334220	520001-Mobile 3	SELEX	1 Yr Standard HW/SW Ext Warranty 3-Cam.	\$1,845.00
325412, 334220	520002- Gold Covert	SELEX	1 Yr Gold HW/SW Ext Warranty Covert Sys.	\$3,990.00
325412, 334220	520002-Gold DCT	SELEX	1 Yr Gold HW/SW Ext Warranty DCT	\$9,360.00
325412, 334220	520002-Gold FCU 2	SELEX	1 Yr Gold HW/SW Ext Warranty FCU 2	\$4,790.00
325412, 334220	520002-Gold FCU Mini	SELEX	1 Yr Gold HW/SW Ext Warranty FCU Mini	\$650.00
325412, 334220	520002-Gold FCU Std	SELEX	1 Yr Gold HW/SW Ext Warranty FCU Standard	\$1,220.00

325412, 334220	520002-Gold Fixed	SELEX	1 Yr Gold HW/SW Ext Warranty Fixed Camera	\$2,840.00
325412, 334220	520002-Gold Mobile 2	SELEX	1 Yr Gold HW/SW Ext Warranty 2-Cam Syst	\$3,440.00
325412, 334220	520002-Gold Mobile 3	SELEX	1 Yr Gold HW/SW Ext Warranty 3-Cam Syst	\$3,717.88
325412, 334220	520003- GUPG Covert	SELEX	Yr 1 Gold HW/SW Upgraded Warranty Covert	\$1,995.00
325412, 334220	520003- GUPG DCT	SELEX	Yr 1 Gold HW/SW Upgraded Warranty DCT	\$4,680.00
325412, 334220	520003-GUPG FCU 2	SELEX	Yr 1 Gold HW/SW Upgraded Warranty FCU 2	\$2,395.00
325412, 334220	520003-GUPG FCU Mini	SELEX	Yr1 Gold HW/SW Upgrade Warranty FCU Mini	\$325.00
325412, 334220	520003-GUPG FCU Std	SELEX	Yr1 Gold HW/SW Upgraded Warranty FCU Std	\$610.00
325412, 334220	520003-GUPG Fixed	SELEX	Yr1 Gold HW/SW Upgraded Warranty Fixed...	\$1,430.73
325412, 334220	520003-GUPG Mobile 2	SELEX	Yr 1 Gold HW/SW Upgraded Warranty 2-Cam	\$1,720.00
325412, 334220	520003-GUPG Mobile 3	SELEX	Yr 1 Gold HW/SW Upgraded Warranty 3-Cam	\$1,845.00
325412, 334220	520004-Software Only	SELEX	Annual Support, Year 5+, Software only	\$995.00
325412, 334220	530001-HOSTED-FIXED	SELEX	Hosted EOC for Fixed Cameras	\$2,400.00
325412, 334220	530001-HOSTED-MOBILE-1-YEAR	SELEX	Hosted Mobile 1-Year Data	\$600.00
325412, 334220	530001-HOSTED-MOBILE-2-YEAR	SELEX	Hosted Mobile 2-Year Data	\$785.00
325412, 334220	530001-HOSTED-MOBILE-3-YEAR	SELEX	Hosted Mobile 3-Year Data	\$970.00
325412, 334220	530001-HOSTED-MOBILE-4-YEAR	SELEX	Hosted Mobile 4-Year Data	\$1,155.00
325412, 334220	530001-HOSTED-MOBILE-5-YEAR	SELEX	Hosted Mobile 5-Year Data	\$1,340.00
325412, 334220	530002-HOSTED-FIXED-HW	SELEX	Hosted Fixed 1-Year H/W Warranty	\$900.00
325412, 334220	530002-HOSTED-FIXED-SW	SELEX	Hosted Fixed 1-Year S/W Warranty	\$795.00
33411	RBS4000CU1025WA1004W0E100S1V2G 1	SELEX	UHF 25W rxtx 12Vdc, single reciever, 1GPS, FM Analog, DMR	\$14,907.81
33411	RBS4000CV3025WA1004W0E100S1V2G 1	SELEX	VHF 25W RxTx 12 Vdc, single receiver, 1 GPS FM, Analog	\$14,907.81
33411	RBS4000HV3110WA0C14W0E100S1V2G 1	SELEX	VHF 110W, RxTx, 48Vdc, single reciever, 1 GPS, FM Analog DMR	\$19,296.73
33411	RBS4000KU2110WA0C14W0E100S1V2G 1	SELEX	UHF 110W, RXTX, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$19,296.73
33411	RBS4000KU4110WA0C14W0E100S1V2G 1	SELEX	800Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$20,135.52
33411	RBS4000KU5110WA0C14W0E100S1V2G 1	SELEX	900Mhz, 110W, RxTx, 48Vdc, single reciever, 1GPS, FM Analog, DMR	\$20,135.52
334220	140303	SELEX	Radar Speed Trailer M w LPR	\$19,959.70
334220	140304	SELEX	Radar Speed Trailer R w LPR	\$29,415.62

334220	140305	SELEX	Radar Speed Trailer GW w LPR	\$41,722.92
334220	140333	SELEX	Full Message Bd Trailer R w LPR – 30 x 70"	\$27,858.94
334220	410052	SELEX	Ethernet Cable Shielded 25 ft	\$47.88
334220	410917	SELEX	GPS Antenna (Garmin Style)	\$100.76
334220	410932	SELEX	STRAP HOSE CLAMP 40 IN L	\$5.77
334220	410964	SELEX	ULS Laser Trigger	\$5,678.14
334220	411181	SELEX	1 Ft Shielded Cat5e Ethernet Cable	\$20.54
334220	411263	SELEX	Cable Pole Clamp Astro-3009	\$231.25
334220	411382	SELEX	OVER THE ROAD CAM BRACKET - LPR	\$171.74
334220	411409	SELEX	ELSAG Configured Dell Server	\$33,758.58
334220	411804	SELEX	Battery 100 AMP Deep Cycle	\$476.76
334220	411916	SELEX	100 FOOT TRIGGER CABLE, REEL	\$1,189.19
334220	411918	SELEX	100' LPR CABLE REEL	\$1,250.58
334220	412609	SELEX	PCTEL LOW PROFILE ANTENNA	\$98.47
334220	412610	SELEX	MAXRAD NMO ANTENNA MOUNT - 6 ft	\$36.63
334220	413037	SELEX	Web Relay, 12VDC, Single Channel	\$249.48
334220	413039	SELEX	Plate Aaeon 6301 / Avalue EMS-SKLU Mount	\$27.48
334220	413047	SELEX	Speed Enforcer Software (bl) use 510326	\$10,298.83
334220	413065	SELEX	Message Board Trailer Full Size AGM	\$43,832.15
334220	413068	SELEX	Dual AD3 Split Cam w/LP 16' 4:30	\$1,380.10
334220	413083	SELEX	M6 Trunk box Mounting Plate	\$57.25
334220	413132	SELEX	Message Board Trailer Mid Size	\$38,889.40
334220	413133	SELEX	RU2 VMS Radar Speed Display Trailer	\$39,031.38
334220	413172	SELEX	Avalue EMS-SKLU-63-A1-09R	\$2,509.73
334220	413203	SELEX	Pole Mount Bracket IL-PMB	\$297.57
334220	413213	SELEX	Camera Cabinet Assembly MPH	\$1,030.46
334220	413241	SELEX	Nobu	\$5,724.76
334220	413284	SELEX	Switch Ethernet 12 Port Moxa	\$4,279.83
334220	413316	SELEX	240W 48VDC POE power supply (Mean Well Style)	\$212.99
334220	413343	SELEX	Router - CradlePoint IBR 900 Style	\$1,989.92
334220	413354	SELEX	M7 2-Trunk box Mounting Bracket	\$25.17
334220	413383	SELEX	Adapter Plate (GX50) for Airlink MP70	\$45.79
334220	413384	SELEX	ELSAG Configured Brick PC - Avalue VMS-APL-N42-A2-01R	\$1,815.89
334220	413408	SELEX	Network Camera VPH-V100	\$423.63
334220	413422	SELEX	Side of Pole Mount-3 Module Solar	\$442.41
334220	413444	SELEX	Trendnet 10-Port Managed PoE+ Switch	\$1,007.54
334220	413451	SELEX	M7 Perm Trunk Mount LH Cam Cable	\$541.56
334220	413452	SELEX	M7 Perm Trunk Mount RH Cam Cable	\$538.11
334220	413460	SELEX	RU2 Speed Trailer GW North Edition	\$64,238.61
334220	413463	SELEX	WIRELESS MODEM (AIRLINK RV55 Style for VERIZON & ATT)	\$1,261.73
334220	413465	SELEX	Adapter Bracket / Plate for Airlink RV55	\$43.51
334220	413556	SELEX	SS Band It Brackets 3/4 25pcs	\$435.08
334220	413557	SELEX	SS Band It Buckles 3/4 50pcs	\$93.31
334220	413558	SELEX	SS Band It Strap 3/4 100ft	\$622.74



334220	413583	SELEX	ELSAG Configured DIGI Transport WR11 XT	\$654.89
334220	413879	SELEX	Network Camera-VPH V300	\$3,098.90
334220	421434	SELEX	Daisy Chain Battery Cable	\$641.54
334220	421635	SELEX	Daisy Chain W/Barrel-1 Battery	\$2,200.90
334220	421706	SELEX	Assembly for RV55 Airlink	\$1,554.84
334220	421715	SELEX	PLATFORM ASM STRAIGHT 50 870 - SWIVEL	\$4,099.82
334220	421753	SELEX	RADAR TRAILER POWER UPGRADE - FACTORY	\$15,899.29
334220	421782	SELEX	LPT-900 LUGG 3 CAM KIT, AD3-MS	\$16,918.94
334220	421787	SELEX	2 POINT OF CONTACT 2 CAM MNT (120 TUBE)	\$1,917.97
334220	421822	SELEX	M6 Cam 16mm 740nm - Right Hand	\$3,487.13
334220	421824	SELEX	MPH-900 Tool Box Kit M7 - RFLF	\$14,835.12
334220	421825	SELEX	MPH-900 Tool Box Kit - M7 - RFLR	\$14,835.12
334220	421830	SELEX	LPT-900 LUGG 2 CAM KIT - M7	\$10,479.58
334220	421831	SELEX	LPT-900 LUGG 3 CAM KIT - M7	\$14,013.44
334220	421836	SELEX	FCU2 / Plate - MTA - NYC	\$11,766.98
334220	421838	SELEX	2 Point of Contact 2 Arm Camera Mount	\$1,804.60
334220	421840	SELEX	PLATFORM ASM STRAIGHT 50mm 740 - Swivel	\$4,362.63
334220	421844	SELEX	Concrete Mount 1 Camera	\$271.40
334220	421845	SELEX	LARGE SIGN TRAILER TOOLBOX no cam, clear	\$22,259.26
334220	421875	SELEX	FCU1 Upgrade Kit Assembly	\$14,399.31
334220	421876	SELEX	FCU1 Upgrade Kit Assembly W/ 829 Router	\$21,817.97
334220	421877	SELEX	FCU2 Upgrade Kit Assembly	\$3,551.64
334220	421878	SELEX	FCU2 Upgrade Kit w/PC Assembly	\$8,525.30
334220	421879	SELEX	LPR / Pan Tilt Upgrade Kit 2 cam	\$28,581.63
334220	421894	SELEX	F3 Cam 12mm 850nm - POE	\$7,173.60
334220	421921	SELEX	F3 Cam 12mm 740nm - 12VDC	\$7,568.40
334220	421922	SELEX	F3 Cam 16mm 740nm - 12VDC	\$7,592.68
334220	421923	SELEX	F3 Cam 25mm 740nm - 12VDC	\$7,494.44
334220	421924	SELEX	F3 Cam 35mm 740nm - 12VDC	\$7,538.29
334220	421925	SELEX	F3 Cam 50mm 740nm - 12VDC	\$7,621.07
334220	421926	SELEX	F3 Cam 75mm 740nm - 12VDC	\$7,775.82
334220	421927	SELEX	F3 Cam 12mm 850nm - 12VDC	\$7,570.69
334220	421928	SELEX	F3 Cam 16mm 850nm - 12VDC	\$7,594.96
334220	421929	SELEX	F3 Cam 25mm 850nm - 12VDC	\$7,496.73
334220	421930	SELEX	F3 Cam 35mm 850nm - 12VDC	\$7,540.57
334220	421931	SELEX	F3 Cam 50mm 850nm - 12VDC	\$7,623.36
334220	421932	SELEX	F3 Cam 75mm 850nm - 12VDC	\$7,716.28
334220	421933	SELEX	F3 Cam 12mm 528nm - POE	\$7,203.32
334220	421934	SELEX	F3 Cam 16mm 528nm - POE	\$7,227.60
334220	421935	SELEX	F3 Cam 25mm 528nm - POE	\$7,129.36
334220	421936	SELEX	F3 Cam 35mm 528nm - POE	\$7,173.21
334220	421937	SELEX	F3 Cam 50mm 528nm - POE	\$7,255.99
334220	421938	SELEX	F3 Cam 75mm 528nm - POE	\$7,361.87
334220	421952	SELEX	F3 FCU MINI	\$3,337.80
334220	421956	SELEX	F3 Cam 8mm 740nm - 12VDC	\$7,461.35
334220	421957	SELEX	F3 Cam 8mm 850nm - 12VDC	\$7,463.64



334220	421958	SELEX	Airlink MP70 FirstNet Assembly for FCUs	\$2,351.73
334220	421961	SELEX	HANGING MOUNT 2 CAMERA - TOP MOUNT	\$1,271.23
334220	421962	SELEX	F3 POE FCU-Retrofit Kit	\$1,408.61
334220	421963	SELEX	F3 FCU MINI on a Plate	\$2,272.38
334220	421964	SELEX	ANGLE 2 POC MOUNT (120 in TUBE) - 2 Cam	\$2,465.81
334220	421965	SELEX	F3 FCU POE on a Plate	\$5,841.40
334220	421966	SELEX	FCU VPH 4 Camera Box	\$5,885.07
334220	421968	SELEX	FCU VPH Lite 4 Camera Box	\$4,455.02
334220	421970	SELEX	FCU2 Retrofit Kit 2019	\$6,920.68
334220	421971	SELEX	VPH FCU GPU: OCR + Car System FCU	\$7,410.78
334220	421972	SELEX	Covert Speed Trailer Box Asm 870nm	\$14,339.78
334220	421977	SELEX	FCU VPH STR 4 Camera Box	\$2,533.39
334220	421980	SELEX	V350 VPH Camera Assembly 12-50mm	\$3,887.64
334220	421981	SELEX	VPH Camera Mount - for 421981	\$536.57
334220	421983	SELEX	Covert Speed Trailer Box Asm 740nm	\$14,865.40
334220	421984	SELEX	Covert Speed Trailer Box Asm 870nm Dual	\$16,635.91
334220	421985	SELEX	Covert Speed Trailer Box Asm 740nm Dual	\$17,161.53
334220	421988	SELEX	F3 Hanging Camera Mount, Concrete	\$310.67
334220	422022	SELEX	Covert Speed Trailer Box Asm 870nm 1 Cam	\$10,574.15
334220	422023	SELEX	Covert Speed Trailer Box Asm 740nm 1 Cam	\$10,836.96
334220	422028	SELEX	FCU2 Rack Mount Retrofit Kit	\$5,936.34
334220	422030	SELEX	VPH Mount (V2X0)	\$295.42
334220	422032	SELEX	VPH FCU GPU WIRELESS: OCR + Car System FCU	\$7,667.96
334220	422033	SELEX	VPH FCU LITE WIRELESS: OCR Linux only FCU	\$4,700.76
334220	510120	SELEX	Ghost Team System Software	\$3,526.45
334220	510155	SELEX	PE-TE Parking Enforcement Software	\$8,060.45
334220	510510	SELEX	VPH Annual Camera License YR1	\$302.27
334220	510511	SELEX	VPH Base License Renewal	\$302.27
334220	510512	SELEX	VPH Arabic Base License	\$6,022.44
334220	510513	SELEX	VPH Arabic License Renewal	\$297.68
334220	510810	SELEX	1 Year C2P Base License Upgrade Support	\$2,289.90
334220	510811	SELEX	2 Year C2P Base License Upgrade Support	\$2,289.90
334220	510812	SELEX	1 Year C2P Node License Upgrade Support	\$801.46
334220	510813	SELEX	2 Year C2P Node License Upgrade Support	\$801.46
334220	210003 - 210003	SELEX	Engineering Day - Outside Service	\$1,259.45
334220	210003-PMO - 210003-PMO	SELEX	Engineering Day - Project Management	\$1,259.45
334220	210005-PMO - 210005-PMO	SELEX	Engineering Hour - Project Management	\$241.81
334220	410395-136	SELEX	Cable 136ft FG Pigtail	\$1,351.82

334220	410395-260	SELEX	Cable 260ft FG Pigtail	\$2,594.23
334220	410395-265	SELEX	Cable 265ft FG Pigtail	\$2,743.42
334220	410395-270	SELEX	Cable 270ft FG Pigtail	\$2,684.69
334220	410395-280	SELEX	Cable 280ft FG Pigtail	\$2,775.13
334220	410395-58	SELEX	Cable 58ft FG Pigtail	\$795.23
334220	410510-5	SELEX	AD-M3 - Fixed Camera Cable - 5 ft	\$368.21
334220	411916-175	SELEX	175 FOOT TRIGGER CABLE, REEL	\$1,915.51
334220	412520-5	SELEX	5FT FLAT TRANS CABLE W/90-4:30	\$469.63
334220	412988-100	SELEX	Trigger Relay Cable	\$169.45
334220	412988-250	SELEX	Trigger Relay Cable	\$389.28
334220	412988-50	SELEX	Trigger Relay Cable	\$114.61
334220	412990-100	SELEX	Trigger Communication Cable	\$376.99
334220	413001-50	SELEX	Trigger Output Cable - 50 ft	\$159.95
334220	413308-20	SELEX	M7 Transportable Camera Cable - 20FT	\$491.92
334220	413308-22	SELEX	M7 Transportable Camera Cable - 22FT	\$511.24
334220	413350-16	SELEX	M7 Perm Camera Cable w/LP Bulkhead 16ft	\$555.18
334220	413352-12	SELEX	M7 Transp. Cam Cable W/90-4:30 12FT	\$466.23
334220	413352-16	SELEX	M7 Transp. Cam Cable W/90-4:30 16FT	\$495.72
334220	413352-20	SELEX	M7 Transp. Cam Cable W/90-4:30 20FT	\$525.21
334220	413352-22	SELEX	M7 Transp. Cam Cable W/90-4:30 22FT	\$539.96
334220	413353-12	SELEX	M7 Transp. Cam Cable W/90-7:30 12FT	\$466.23
334220	413353-16	SELEX	M7 Transp. Cam Cable W/90-7:30 16FT	\$495.72
334220	413353-20	SELEX	M7 Transp. Cam Cable W/90-7:30 20FT	\$525.21
334220	413356-12	SELEX	M7 Triple Camera Cable w/ LP 12FT	\$1,452.41
334220	413356-16	SELEX	M7 Triple Camera Cable w/ LP 16FT	\$1,554.18
334220	413878-250	SELEX	Cat6 Ethernet Cable - F3 - 250ft	\$200.36
334220	413878-500	SELEX	Cat6 Ethernet Cable - F3 - 500ft	\$343.49
334220	520001-CAM-VPH-V100	SELEX	1 Year Std Hardware VPH EXT Warranty	\$50.38
334220	520001-CAM-VPH-V200	SELEX	1 Year Std Hardware VPH EXT Warranty	\$125.94
334220	520001-CAM-VPH-V300	SELEX	1 Year Std Hardware VPH EXT Warranty	\$231.74
334220	520151	SELEX	Parking Enforcer PE/TE SW Warranty	\$1,612.09
334220	530001-HOSTED-CS-INSTALL	SELEX	Hosted EOC Car System Reinstall	\$314.36
334220	530001-HOSTED-DISPATCH	SELEX	Hosted EOC Tech Dispatch for On-Site	\$1,259.45
334220	530001-HOSTED-PROTOCOL-UPDATE	SELEX	Hosted EOC Camera Protocol Update	\$78.59
334220	530001-HOSTED-SETUP	SELEX	Hosted EOC Setup (Up to 25 Users)	\$1,259.45
334220	530001-HOSTED-SUP-DAY	SELEX	Hosted EOC Support – One Day	\$1,259.45
334220	530001-HOSTED-SUPPORT-HOUR	SELEX	Hosted EOC Support – One Hour	\$157.43
334220	530001-HOSTED-VPN-SERVICE	SELEX	Hosted EOC Annual VPN Service	\$544.08
334220	530001-HOSTED-VPNSU	SELEX	Hosted EOC VPN Setup	\$1,259.45
334220	530050	SELEX	Hosted Make Type Color Service - Small	\$6,231.74
334220	530051	SELEX	Hosted Make Type Color Service - Medium	\$12,102.77

334220	530052	SELEX	Hosted Make Type Color Service - Large	\$17,971.79
334220	530053	SELEX	Hosted Make Type Color Service - X-Large	\$23,840.81
334220	530054	SELEX	Hosted Make Type Color Service - Custom	\$29,709.82
334220	530058	SELEX	Hosted Make Type Color Service License	\$3,022.67
334220	530059	SELEX	Hosted Make Type Color License Renewal	\$906.80
334511	030003-0001	SELEX	RF AMPLIFIER ASSY, MODULATOR ASSY, 2110 CEGS/NRGS	\$4,875.82
334511	030004-0001	SELEX	RF AMPLIFIER ASSY, MODULATOR ASSY, 2100 LOC	\$4,756.62
334511	030338-0005	SELEX	OBSTN LAMP ASSY	\$1,476.83
334511	030669-0001	SELEX	PC ASSY-RCSU, W/4 COM PORTS	\$2,655.67
334511	030728-0001	SELEX	ANTENNA ASSY, 2137 PIR	\$1,053.10
334511	030729-0001	SELEX	LPD ANTENNA ELEMENT ASSY, 8/14/20 ELEMENT	\$5,358.49
334511	030729-0001-AF	SELEX	LPD ANTENNA ELEMENT ASSY, 8/14/20 ELEMENT, USAF	\$5,441.66
334511	030783-0001	SELEX	PROBE ASSY, GS ANTENNA PHASING, FOR DBS ANTENNAS	\$608.41
334511	070646-0001	SELEX	WIRING HARNESS, TFR RELAY DRIVER, CEGS,MODEL 2100	\$4,734.36
334511	070647-0001	SELEX	WIRING HARNESS, TFR RELAY DRIVER, CE LOC,MODEL 2100	\$5,673.50
334511	070647-0002	SELEX	WIRING HARNESS, TFR RELAY DRIVER	\$2,867.20
334511	442237-0001	SELEX	PORTABLE INTEGRATED RECEIVER KIT, MODEL 2237	\$18,589.67
334511	470472-0001	SELEX	HARDWARE KIT, RADOME REPLACEMENT, LPD ANTENNA ELEMENT	\$2,207.71
334511	470527-0002	SELEX	CABLE KIT, 14-ELEMENT,ANT/MON	\$10,398.69
334511	470605-0001	SELEX	POWER SUPPLY KIT (SUBSTITUTES 950572-0001,3,4)	\$1,422.47
334511	950337-0000	SELEX	SWITCH,RF-XMSN LINE, DC TO 3GHz	\$731.54



Houston HIDTA  
15311 Vantage Pkwy W  
Suite 286  
Houston, TX 770032  
bporras@houstonhidta.net

# City of Baytown/Houston HIDTA Purchase Order Request

**Vendor #: 48413**

Vendor: SELEX-ES Inc.

BAYTOWN ACCOUNT CODE	ITEM DESCRIPTION	PRICE	QTY	SUBTOTAL
24110-84042-FG24110-84042	US I-45 N & S Raeford RD Montgomery County Fixed Site	\$120,000.00	1	\$120,000.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
		\$0.00	1	\$0.00
				<b>\$120,000.00</b>
	<b>Total</b>			<b>\$120,000.00</b>

*F. Mike McDaniel*

Director or Deputy Director

12 / 17 / 2021



Selex ES, Inc  
Elsag ALPR/ANPR Solutions  
4221 Tudor Lane  
Greensboro, NC 27410  
DUNS#: 198749777  
FED TAX ID: 980353098

## QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com

Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 24121

Quote Date: 10/20/2021

Funding Source:

Quote Expiry Date: 3/25/2022

Grant Details:

Requested Delivery Date: 2/25/2022

Payment Method:

Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

**Make checks payable to Selex ES, Inc.**

Contracts: GSA MAS Contract #GS07F0004Y

Comments: Houston HIDTA PORTION I-45 NB SB RAEFORD RD FIXED ELECTRICAL  
MCSO supplies for ALPR hardware  
Traffic control: 12 individual multilane closures (est)/each-3 operations of 4 lane closures each closure)  
Does not include actual power service from local power company - location previously determined with Deputy Chief Hall

Bill To:	HIDTA - Houston 15311 Vantage Parkway West Suite 286 Houston, TX 77032 United States	Ship To:	HIDTA - Houston 15311 Vantage Parkway West Suite 286 Houston, TX 77032 United States
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Product Qty	Product/Service	Unit Price	Amount
96	210003 - Engineering Day - Outside Service	\$1,250.00	\$120,000.00

Product Qty	Product/Service	Unit Price	Amount
	<p>0001 Install 2" GRMC Conduit &amp; Fittings 260.00 LF</p> <p>0002 Install #8 XHHW Insulated 1,200.00 LF</p> <p>0003 Install #6 Bare 600.00 LF</p> <p>0004 Install #8 Bare 600.00 LF</p> <p>0005 Install FCU Cabinet 2.00 EACH</p> <p>0006 Install CCTV Cameras 13.00 EACH</p> <p>0007 Install CCTV Camera Mounts 13.00 EACH</p> <p>0008 Install Com Cable (ETHERNET) 300.00 LF</p> <p>0009 Install New O/H Electrical Service 1.00 LS</p> <p>0010 Install 2" Sch 40 PVC Conduit 250.00 LF</p> <p>0011 Install 2" Sch 40 PVC Conduit Bore 50.00 LF</p> <p>0012 Install Type D Ground Box 3.00 EACH</p> <p>0013 Mobilization &amp; Traffic Control 1.00 LS</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• This proposal includes all labor, material and equipment necessary to install 2" GRMC conduit with fittings across each structure and #6 &amp; #8 electrical conductors. FTCD will connect conduit to electrical provided to each structure by others. FTCD will assist with installation of Selex furnished CCTV cabinet and Selex furnished CCTV cameras and mounting hardware.</li> <li>• Selex will provide all cameras, camera controller cabinet, camera mounting hardware and all connecting cables. ITS Com Cable (Ethernet), if required, shall be furnished by Selex and installed by FTCD.</li> <li>• Proposal assumes ability to place new electrical service within 250 LF of O/H sign structure and one bore of service road. Alternate site conditions will incur additional charge.</li> <li>• This proposal is based on the information provided in email from Adam Sluss, dated 06/14/2021, marked Houston HIDTA - Montgomery County TX</li> <li>- Site Survey - IH-45, and email dated 08/04/2021.</li> <li>• Our price includes Insurance.</li> <li>• All work is guaranteed to be installed in accordance with the latest applicable Code regulations, and to be free from mechanical and electrical defects for one year from the date of acceptance.</li> <li>• No items quoted herein may be "broken out" without prior approval in writing.</li> <li>• This proposal is a lump sum price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal). Actual contract price subject to change if item quantities are different from the information that has been provided.</li> </ul> <p>TRAFFIC CONTROL: 13 LANES PLAN THREE CLOSURES EACH - PLAN 3 'OPERATIONS OF FOUR LANES CLOSED PER CYCLE", Depending on weather, execution, and timing, may be able to complete the job in 2 Operations.</p>		

Product Qty	Product/Service	Unit Price	Amount
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$120,000.00
Upfront	Goods & Services Sub-total (Pre-tax):		\$120,000.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$120,000.00



## Quote Offer Terms and Conditions

**This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders issued after Quote Expiration Date.**

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative of (Senior Vice President or above) of Selex. Selex will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior Vice President or above) of Selex.

**Shipment and Delivery.** All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

**Title.** Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. **Refer to the Selex Software License Agreement documentation provided with the shipment.**

**Payment Terms.** Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

**Taxes** may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

**Cancellation or Delay.** Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

**Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.**

**Applicable Law.** The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

**FORCE MAJEURE.** Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

**COMPLIANCE WITH LAWS.** Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

**EXPORT COMPLIANCE.** This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.





Bradley Porras  
Houston HIDTA Financial Manager  
15311 Vantage Parkway West  
Suite 286  
Houston, TX 77032

March 20, 2018

Mr. Porras,

Please use this letter as a sole source reference. Selex-ES, a Leonardo Company's ELSAG ALPR Systems are the only ALPR solutions compatible with the Houston HIDTA ALPR network. No other ALPR system works within the Houston HIDTA Enterprise Operation Center(EOC) server based ALPR data base application.

ELSAG ALPR Systems Texas DIR contract #TX DIR TSO 3788 as well as our GSA Contract GSA (GS-07F-0004Y) [www.gsaadvantage.gov](http://www.gsaadvantage.gov)<<http://www.gsaadvantage.gov> are both great options for purchasing ALPR hardware to connect to the Houston HIDTA ALPR network.

Please let me know if there are further questions.

Kindest Regards,

A handwritten signature in black ink, appearing to read "Craig Duncan", with a long horizontal line extending to the right.

Craig Duncan  
Southern Regional Field Operations Manager  
ELSAG ALPR Systems

**Selex ES Inc., a Leonardo Company**  
4221 Tudor Lane  
Greensboro, NC 27410 USA  
Tel +1 877 773 5724  
Fax + 1 336 379 7164

7 Sutton Place  
Brewster, NY 10509 USA  
Tel +1 845 278 5425  
[info@leonardocompany-us.com](mailto:info@leonardocompany-us.com)



# SELEX ES, INC.

DUNS Unique Entity ID <b>198749777</b>	SAM Unique Entity ID <b>U2TTM1K22189</b>	CAGE / NCAGE <b>64415</b>
Purpose of Registration <b>All Awards</b>	Registration Status <b>Active</b>	Expiration Date <b>Jun 2, 2022</b>
Physical Address <b>11300 W 89TH ST Overland Park, Kansas 66214-1702 United States</b>	Mailing Address <b>11300 W. 89TH Street Overland Park, Kansas 66214-1702 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Selex Es Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>Kansas 03</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>http://www.leonardocompany-us.com</b>

## Registration Dates

Activation Date <b>Jun 4, 2021</b>	Submission Date <b>Jun 2, 2021</b>	Initial Registration Date <b>Jun 20, 2007</b>
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## Entity Dates

Entity Start Date <b>Jul 25, 2005</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>A1512</b>	Legal Business Name <b>LEONARDO SPA</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Foreign Owned Manufacturer of Goods</b>
Profit Structure <b>For Profit Organization</b>		

## Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the

## SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>64415</b>
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## Points of Contact

## Electronic Business

👤 Nathan M Maloney, Vice President of Marketing	11300 W 89TH Street Overland Park, Kansas 66214 United States
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## Government Business

👤 Nathan M Maloney, Vice President of Marketing	11300 W. 89TH Street Overland Park, Kansas 66214 United States
--	--

## Service Classifications

## NAICS Codes

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>334511</b>	<b>Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing</b>
	<b>325412</b>	<b>Pharmaceutical Preparation Manufacturing</b>
	<b>334111</b>	<b>Electronic Computer Manufacturing</b>
	<b>334112</b>	<b>Computer Storage Device Manufacturing</b>
	<b>334220</b>	<b>Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing</b>
	<b>334512</b>	<b>Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use</b>
	<b>423690</b>	<b>Other Electronic Parts And Equipment Merchant Wholesalers</b>
	<b>811213</b>	<b>Communication Equipment Repair And Maintenance</b>

## Product and Service Codes

PSC	PSC Name
<b>5820</b>	<b>Radio And Television Communication Equipment, Except Airborne</b>
<b>5825</b>	<b>Radio Navigation Equipment, Except Airborne</b>
<b>5826</b>	<b>Radio Navigation Equipment, Airborne</b>
<b>6350</b>	<b>Miscellaneous Alarm, Signal, And Security Detection Systems</b>

## Disaster Response

Yes, this entity appears in the disaster response registry.

States <b>Any</b>	Counties	Metropolitan Statistical Areas
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**CITY OF BAYTOWN, TEXAS**  
**INDEBTEDNESS CERTIFICATION**

**Project Name:** Automatic License Plate Reader Camera Installation (HIDTA)

**Company Name:** Selex ES, Inc

**Department:** Police

**Date:** 12/21/2021

**Council Date:** 01/13/2022

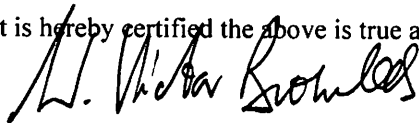
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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.



12/21/2021

\_\_\_\_\_  
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



## **CITY COUNCIL MEETING**

**6. m.**

**Meeting Date:** 01/13/2022

**Subject:** Interlocal Agreement Between BAWA and the City

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Kristin Holmes, Legal

**Department:** Legal

---

### **Information**

#### **ITEM**

Consider an ordinance authorizing an interlocal agreement with the Baytown Area Water Authority regarding the operation and maintenance of water treatment facilities.

#### **PREFACE**

This proposed ordinance authorizes an interlocal agreement with the Baytown Area Water Authority. The proposed interlocal agreement updates the prior interlocal, which dates back to 1980. Revisions include updating the agreement to reflect the new water treatment facility, administrative expenses, and various updates.,

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### **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 - Interlocal with BAWA

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 AREA WATER AUTHORITY REGARDING THE OPERATION AND MAINTENANCE OF WATER TREATMENT FACILITIES; 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 Area Water Authority regarding the operation and maintenance of water treatment facilities. 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 13<sup>th</sup> day of January, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

---

TREVOR FANNING, Interim City Attorney

## EXHIBIT "A"

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF BAYTOWN AND THE BAYTOWN AREA WATER AUTHORITY

STATE OF TEXAS           §  
                                      §  
COUNTY OF HARRIS     §

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Baytown, a home-rule municipality located in Harris and Chambers Counties, Texas (the "City") and the Baytown Area Water Authority, a governmental agency and a body politic and corporate of the State of Texas, created pursuant to Chapter 600, Acts of the 63<sup>rd</sup> Legislature, Regular Session, 1973 ("BAWA"). The City and BAWA agree as follows:

1. Authority. Chapter 8104 of the Texas Special District Local Laws Code, Chapter 791 of the Texas Government Code, and Chapters 49 and 54 of the Texas Water Code, authorize agreements between local governmental entities such as the City and BAWA.
2. Administration. The City and BAWA agree that the City shall provide administrative functions as defined by Chapter 791 of the Texas Government Code, pursuant to the authority granted by Section 8104.153 of the Texas Special District Local Laws Code (the "Services"). Services to be provided by the City shall include, but not be limited to, the receipt of bids and/or proposals through electronic transmission based upon the City's rules, which (i) ensure the identification, security and confidentiality of electronic bids or proposals and (ii) ensure that the electronic bids or proposals remain effectively unopened until the proper time.
3. Maintenance and Operation. The City, under the direction of BAWA, shall provide all labor and all things necessary for the maintenance and operation of the water supply and treatment facilities (the "Work") located at 7425 Thompson Road and 5359 East Grand Parkway South (collectively the "Plants"), for BAWA.
4. Additional Information. BAWA shall furnish to the City such additional information as may be prepared by BAWA to further describe the Services and Work to be performed by the City, who shall accept same as part of this Agreement when consistent with this Agreement.
5. Facilities. BAWA shall provide sufficient, safe and proper facilities for the Services and Work to be performed.
6. Cooperation between Parties. BAWA shall cooperate with the City for the provision of Services and the prosecution of the Work, and the City shall cooperate with BAWA in order to ensure first-class service and workmanship in every respect.
7. Standards. The City agrees to perform the Services and Work in a skillful and expeditious manner so as to enable BAWA to operate and maintain the Plants efficiently.
8. Inspections and Approvals. The Services and Work shall be subject to inspection and approval by BAWA.

9. Failure to Prosecute Work. If the City shall at any time fail to comply in the performance of any Service or the prosecution of any Work, then, after serving a ten (10) days' written notice, mailed or delivered to the last known address of the City, of the existence of any of the foregoing violations(s), and unless the violations(s) specified in such notice shall not have been eliminated within such ten (10) days, BAWA, at its option, may terminate this Agreement, and may enter on the premises, take possession, and employ any other person or persons to perform the Work and Services hereunder by whatever method BAWA may deem expedient. In case of such termination of this Agreement, the City shall be entitled to receive compensation for only Work and Services performed prior to the termination of this Agreement.
10. Abandonment of the Plant(s). If either of the Plants shall be abandoned, canceled, or terminated by BAWA, the City shall be entitled to terminate this Agreement.
11. Compliance with Law. The City agrees to comply with all laws and regulations specifically applicable to the Services and Work throughout the term of this Agreement. In case of failure to do so, the City shall make all the necessary alterations to conform to same, without delay.
12. Method and Amount of Payment. BAWA shall make payments as follows:
  - a. an annual payment to the City for the Services hereunder in an amount of five percent (5%) of annual budgeted direct operating expenses at the beginning of each Fiscal Year of BAWA and
  - b. payments to the City for the Work performed hereunder in accordance with the City's payroll schedule. The payment for Work shall include, but not be limited to, regular wages, overtime pay, social security payments, sick leave, vacation pay, retirement and medical payments, and salary increases as they become due, workers' compensation payments, liability insurance, and payroll taxes paid to all employees employed by the City in furtherance of this Agreement, as well as any licenses or fees required of employees as a condition of their employment.
13. Changes in Work. BAWA may from time to time, without invalidating this Agreement, order such extras, additions, alterations, omissions, or other modifications in the maintenance and operation of the Plants hereunder as it may deem necessary.
14. Insurance. The City shall maintain for itself and shall obtain for BAWA, at BAWA's expense, appropriate insurance for the Service and Work required herein, which insurance shall, at a minimum, meet all statutory requirements.
15. Claims by Either Party Against the Other. If either the City or BAWA believes it has a claim of damages against the other party, it shall give the other written notice of the amount, whenever possible, and nature of such claim within fifteen (15) days (or such other time limits as may otherwise be expressly set forth in the Agreement) of the occurrence of the event upon which such claim is based.
16. Term. This Agreement shall be effective upon execution by both parties and shall remain in full force and effect until terminated in accordance with the terms herein.
17. 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 30<sup>th</sup> day following the receipt by the defaulting party of a notice describing such default and intended termination, provided: (i) such termination shall be ineffective if within said 30-day period the defaulting party cures or has commenced the cure of the default, or (ii) 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 19 hereinbelow. This Agreement shall not be subject to termination for convenience.

18. 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 BAWA'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.
19. Refund and Payment upon Termination. Upon termination of this Agreement pursuant to Section 17 hereof due to an uncured default by the City, the City hereby agrees to refund all unexpended, unappropriated monies previously paid by BAWA to the City pursuant to this Agreement. If at the time of termination BAWA owes the City monies, BAWA 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 17 hereof due to an uncured default by BAWA, BAWA hereby agrees to pay the total amount committed in Section 12 hereof on or before the effective date of the termination.
20. Parties in Interest. This Agreement shall bind and benefit the City and BAWA and shall not bestow any rights upon any third parties.
21. 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.
22. 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.
23. 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.

24. 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:

BAWA  
Baytown Area Water Authority  
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

25. Audits. The City and BAWA 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 BAWA shall make available all of its records in support of the audit.
26. 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.
27. 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.
28. 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.
29. 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 BAWA.
30. 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.
31. 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 January, 2022.

**CITY OF BAYTOWN**

\_\_\_\_\_  
RICHARD L. DAVIS  
City Manager

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING  
Interim City Attorney

**BAYTOWN AREA WATER AUTHORITY**

\_\_\_\_\_  
Brenda Smith  
BRENDA BRADLEY SMITH,  
President

ATTEST:

\_\_\_\_\_  
Angela Jackson  
ANGELA JACKSON  
Assistant Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen L. Horner  
KAREN L. HORNER  
General Counsel





## CITY COUNCIL MEETING

6. n.

**Meeting Date:** 01/13/2022

**Subject:** Harris County Emergency Services District No. 75's Emergency Services Contract

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Karen Horner, Legal

**Department:** Legal

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### **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.

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### **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.

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### **Attachments**

Ordinance - Harris County ESD No. 75's Emergency Services Contract

Exhibit A - ESD 75

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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 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 an 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 13<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
BRANDON CAPETILLO, Mayor

ATTEST:

\_\_\_\_\_  
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
TREVOR FANNING, Interim 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 (Operating Years 2022, 2023 and 2024 which are funded by tax levies for Tax Years 2021, 2022 and 2023).

(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 Operating 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 Operating 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.

(2) Payments by the District to the City of Baytown required by subsection (1), above, will be made based upon the values included on latest certified rolls, including all supplements and amendments thereto, provided by the Harris County Appraisal District ("HCAD").

(3) 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, upon written request of the District, will also be required to refund the District 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) 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 2021, 2022, and 2023 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 15<sup>th</sup> 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.

(5) 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 as calculated under Texas

Government Code § 2251.025 and (ii) the total amount due for the contract year in which the agreement is terminated.

(6) 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**





## **CITY COUNCIL MEETING**

**7. a.**

**Meeting Date:** 01/13/2022

**Subject:** Consider Planning and Zoning Commission Appointments

**Prepared for:** Angela Jackson, City Clerk's Office

**Prepared by:** Alisha Segovia, City Clerk's Office

**Department:** City Clerk's Office

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### **Information**

#### **ITEM**

Consider five (5) appointments to the Planning and Zoning Commission.

#### **PREFACE**

The Planning and Zoning Commission consists of nine (9) members, seven (7) of which are appointed by Council and two (2) by the City Manager with Council's confirmation. Of the City Manager's two appointments, one must be in the real estate or development industry, and one must be a resident of the City's extraterritorial jurisdiction. Terms for members of the Commission are for two (2) years.

Currently, there are five members of the Planning and Zoning Commission whose terms expire on December 31, 2021:

<b>Board Member</b>	<b>Position</b>	<b>Current Term</b>	<b>Attendance</b>
Helen Berrott-Tims	City Manager Resident ETJ	08/13/2020 - 12/31/2021	Attended 12 Out of 14 Meetings
Jeffrey Walters	Mayor At Large	01/01/2020 - 12/31/2021	Attended 17 Out of 21 Meetings
Agustin Loredó	District 1 At Large	01/01/2020 - 12/31/2021	Attended 14 Out of 21 Meetings
Tracey Wheeler	District 3 At Large	01/01/2020 - 12/31/2021	Attended 18 Out of 21 Meetings
Fredrick Harlow	District 5 At Large	05/27/2021 - 12/31/2021	Attended 5 Out of 5 Meetings

All Commissioners desire to serve another term and if appointed their two-year terms will commence immediately and expire on December 31, 2023.

Attached is an overview of the Planning and Zoning Commission as well as a list of the current members for you to review.

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### **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 agenda item.

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**Attachments**

Planning & Zoning Commission - Overview

Planning & Zoning Commission - Members

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## **BOARDS AND COMMISSIONS**

### **PLANNING AND ZONING COMMISSION**

Ordinance No. 9621—September 11, 2003

**NUMBER OF MEMBERS:** Nine (9)

**APPOINTED BY:** City Council—Each Council Member and the Mayor have a nominee, each of whom must reside within the City limits and each nominee requires the majority of the Council to confirm. The City Manager nominates two (one in the real estate or development industry and one residing in the City's extra-territorial jurisdiction). Council confirms the City Manager's nominations.

**COMPOSED OF:** Seven commissioners appointed by City Council, two appointed by the City Manager (with Council confirmation).

**TERMS OF OFFICE:** Members serve staggered two-year terms. Five (5) members shall be appointed during odd numbered years and four (4) members shall be appointed during even numbered years. Vacancies will be filled for the unexpired term of office in the same manner that the original appointment was made.

**MEETINGS:** Third Tuesday of each Month and as necessary.

**COMPENSATION:** None

**DUTIES:**

To review and recommend proposed changes in all land development ordinances; study plans and plats of proposed developments and approve plats that meet all standards; perform all duties and functions of a capital improvements advisory committee; recommend changes in the thoroughfare plan and traffic control devices, regulations and improvements; hear and decide requests for variances and special use permits; develop an action strategy to accomplish the objectives of the City's comprehensive plan; recommend the boundaries of the zoning district and recommend appropriate regulations for each zoning district; and perform such other duties assigned by City Council.



**Term Tracker Report**

PLANNING AND ZONING COMMISSION

<b><u>First Name</u></b>	<b><u>Last Name</u></b>	<b><u>Title</u></b>	<b><u>District/Position</u></b>	<b><u>Original Appointment</u></b>	<b><u>Start</u></b>	<b><u>End</u></b>
Stanley	Ballou	Commissioner	District 4 At Large	01/01/2021	01/01/2021	12/31/2022
Helen	Berrott-Tims	Commissioner	City Manager Resident ETJ	08/13/2020	01/01/2020	12/31/2021
Donald Spencer	Carnes Jr.	Commissioner	District 6 At Large	02/10/2011	01/01/2021	12/31/2022
Fredrick	Harlow	Commissioner	District 5 At Large	05/27/2021	01/01/2020	12/31/2021
Agustin	Loredo	Commissioner	District 1 At Large	12/14/2017	01/01/2020	12/31/2021
Mitchell	Pearce	Commissioner	District 2 At Large	03/28/2019	01/01/2021	12/31/2022
Jeffrey	Walters	Commissioner	Mayor At Large	07/25/2019	01/01/2020	12/31/2021
Tracey S.	Wheeler	Commissioner	District 3 At Large	12/14/2017	01/01/2020	12/31/2021
Donna	Winfrey	Commissioner	City Manager - Real Estate Agent	09/26/2013	01/01/2021	12/31/2022



## **CITY COUNCIL MEETING**

**7. b.**

**Meeting Date:** 01/13/2022

**Subject:** Consider four (4) appointments to the Community Development Advisory Committee.

**Prepared for:** Martin Scribner, Planning and Development Services

**Prepared by:** Sharon Rose, Planning and Development Services

**Department:** Planning and Development Services

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### **Information**

#### **ITEM**

Consider four (4) appointments to the Community Development Advisory Committee.

#### **PREFACE**

The Community Development Advisory Committee (CDAC) is a nine (9) member Board who is charged with holding public hearings, reviewing the status of funded programs, and advising the City Council on the annual budget for the Community Development Block Grant funds. The Baytown Code of Ordinances states that the composition of the CDAC shall have representation of low to moderate income areas of the city, as defined by the Department of Housing and Urban Development. Minority groups will at least be represented in proportion to such citywide percentage representation. The Committee shall consist of at least one (1) member from each of the six (6) council districts and three (3) at-large positions.

Currently, there are three (3) members whose terms expired on December 31, 2021:

- Mr. Antonio Hinojosa, District 1;
- Mr. Roberto Diaz, District 2; and
- Mr. Preet Singh, District 3.

All members with terms that have expired are seeking reappointment for another two-year term.

The City has received one (1) application from Mr. Vincent J. Norman to fill the District 5 position. His application is attached to the item for your review and consideration.

Additionally, there are three (3) vacancies in the following districts:

- District 4;
- District 6; and
- One (1) At-Large position.

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### **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.

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### **Attachments**

Community Development Advisory Committee - Overview

Community Development Advisory Committee - Members

Vincent J. Norman - Application

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## **BOARDS AND COMMISSIONS**

### **COMMUNITY DEVELOPMENT ADVISORY COMMITTEE**

Ordinance No. 2618 – February 8, 1979

**NUMBER OF MEMBERS:** Nine (9)

**APPOINTED BY:** City Council

**COMPOSED OF:** Nine (9) members; and shall have representation of low-to moderate-income areas of the city, as defined by the Department of Housing and Urban Development. Minority groups will at least be represented in proportion to such citywide percentage representation. The committee shall consist of at least one member from each of the six council districts and three (3) positions at large

**EX-OFFICIO  
SECRETARY:** Community Development Coordinator

**TERMS OF OFFICE:** Two (2) year terms: five (5) members appointed in odd numbered years; four (4) members appointed in even numbered years

**DUTIES:** The committee shall hold public hearings and make reports as required in the Citizen Participation Plan.

Term Tracker Report

Run Date: 01/06/22

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	<u>Original Appointment</u>	<u>Start</u>	<u>End</u>
Vacant	1	Committee Member	District 5		01/01/2021	12/31/2022
Vacant	2	Committee Member	District 6		01/01/2021	12/31/2022
Vacant	3	Committee Member	At-Large		01/01/2021	12/31/2022
Vacant	4	Committee Member	District 4		01/01/2020	12/31/2021
Norman	Barnett	Chairperson	At Large	08/25/2005	01/01/2021	12/31/2022
Roberto	Diaz	Co-Chairperson	District 2	01/09/2014	01/01/2020	12/31/2021
Antonio P.	Hinojosa	Committee Member	District 1	12/14/2017	01/01/2020	12/31/2021
Rhonda	Lopez	Committee Member	At-Large	02/11/2021	01/01/2021	12/31/2022
Preet	Singh	Committee Member	District 3	02/11/2021	01/01/2020	12/31/2021



## Applicant Information

Full Name of Applicant \*

Vincent J. Norman

Home Address \*

[REDACTED]

City & State \*

Baytown, TX

Zip Code\*

[REDACTED]

Primary Phone Number\*

[REDACTED]

Secondary Phone Number

[REDACTED]

Email \*

[REDACTED]

Secondary Email

[REDACTED]

Do you reside in Baytown?\*

yes

If yes, how long? (Years & Months)

38 yrs

### Occupational Information



Employed



Not Currently Working

If employed, please list the following:

Employer Name

Normtech LLC DBA The UPS Store  
6204, 5453, 6646

Position/ Title

owner

Employer Address

15634 Wallisville Rd Ste 800

City, State & Zip

Houston, TX 77049

## Preference

In order of preference, list the Board, Commission, Committee, or Task Force on which you wish to serve:

1st Preference

Parks and Recreation Board

2nd Preference

Community Development Advisory

3rd Preference

Baytown Police Advisory Committ

Do you want to withhold your home address, home telephone, personal cell phone numbers and personal email as provided?\*

Yes

## Applicant Questionnaire

**What professional license(s), certification(s), or training do you have that may qualify you for service?**

I am currently a franchisee of The UPS Store, Inc.. I currently own three locations locally (Baytown, Northshore, Crosby). We opened our first location in September of 2010 (Northshore), which has led me to attain valuable business experience as a small business owner. I have received additional business training from The UPS Store, Inc such as courses in business finance (Profit Mastery), Multiple Center Owner certification, Certified Operator training, Hazardous materials transportation, print services training, as well as being a Notary Public for the State of Texas. I have also applied for and received broker authority from the Federal Motor Carrier Safety Administration. I have no other professional licenses or certification that would additionally qualify me for for board service.

**What special experience/knowledge do you have that may qualify you for service?**

I have worked directly with my father, Joseph Norman Jr, and his business associate Shannon Broussard of the Broussard Endowment and St. Thomas University, on multiple events including the Creole Heritage and Zydeco festival which ran for over 10 years concluding its final year at San Jacinto Mall. I have also worked directly with music artists, DJ's, executives and creatives within all genres of the entertainment industry. In the early 2000's I had the privilege of interning with events /marketing firm On the Level Promotions, working in conjunction with major record labels (Capital, Universal, Priority Records), we worked directly with major recording labels in the marketing of events and artists.

**Please explain why you wish to volunteer to serve on a Board, Commission, Committee, or Task Force?**

Over the years I have developed many personal and business relationships within the entertainment industry and would love to bring my experience and knowledge to my hometown. Being raised in Baytown, I believe that the diversity in my upbringing, as well as my personal insight and experiences, would be a valuable asset to the Parks and Recs Board.

**Please provide any additional information you feel would be useful to the City Council in considering your application.**

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**Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.**

No file selected

**Name of Applicant \***

Vincent J Norman

**Signature \***

Vincent J Norman

**Date \***

05/25/2021

I certify that the foregoing information is true and complete to the best of my knowledge and belief.

**Thank you for your interest in serving on a City of Baytown Board, Commission, Committee, or Task Force!**

Completed applications may be submitted via mail to: City of Baytown, City Clerk, P.O. Box 424, Baytown, Texas 77522-0424, via email to: [cityclerk@baytown.org](mailto:cityclerk@baytown.org), via fax to: (281) 420-5891, or in person to the City Clerk's office, City of Baytown City Hall. Should you have any questions regarding this process, feel free to contact the City Clerk's office at (281) 420-6504.



## **CITY COUNCIL MEETING**

**7. c.**

**Meeting Date:** 01/13/2022

**Subject:** Consider confirmation of the City Manager's appointment of the Parks and Recreation Director

**Prepared for:** Rick Davis, City Management

**Prepared by:** Angela Jackson, City Clerk's Office

**Department:** City Management

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### **Information**

#### **ITEM**

Consider the confirmation of the City Manager's appointment of the Parks and Recreation Director.

#### **PREFACE**

The Baytown City Charter requires that City Council confirm the appointment of department heads, which are presented to Council by the City Manager. Therefore, this item allows the Council to confirm the City Manager's appointment of Mr. Clifford Hatch as the Parks and Recreation Director for the City of Baytown.

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## **CITY COUNCIL MEETING**

**9. a.**

**Meeting Date:** 01/13/2022

**Subject:** Executive Session to Deliberate Financial Incentive

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Raquel Martinez, City Clerk's Office

**Department:** Legal

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### **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 San Jacinto Retail Associates, LLC, 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 San Jacinto Retail Associates, LLC, and to seek the advice of the City's attorneys on legal matters related thereto.

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### **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.

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## **CITY COUNCIL MEETING**

**9. b.**

**Meeting Date:** 01/13/2022

**Subject:** Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.074 - Annual Performance

**Prepared for:** Karen Horner, Legal

**Prepared by:** Karen Horner, Legal

**Department:** Legal

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### **Information**

#### **ITEM**

Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.074 to deliberate the annual performance evaluation of the Municipal Court Judge.

#### **PREFACE**

Recess into and conduct an executive session pursuant to Texas Government Code, Section 551.074 to deliberate the annual performance evaluation of the Municipal Court Judge.

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## **CITY COUNCIL MEETING**

**10. a.**

**Meeting Date:** 01/13/2022

**Subject:** Performance Evaluation: Municipal Court Judge

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Karen Horner, Legal

**Department:** Legal

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### **Information**

#### **ITEM**

Discuss and take appropriate action regarding the Municipal Court Judge's annual performance evaluation.

#### **PREFACE**

This agenda item is intended to allow for the review of Judge Julie Escalante's performance during the past year.

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## **CITY COUNCIL MEETING**

**10. b.**

**Meeting Date:** 01/13/2022

**Subject:** Appointment of Municipal Court Judge

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Karen Horner, Legal

**Department:** Legal

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### **Information**

#### **ITEM**

Consider the appointment of Julie K. Escalante as the Municipal Court Judge for the term commencing on February 1, 2022, and ending on January 31, 2024.

#### **PREFACE**

Consider the appointment a Municipal Court Judge of the Municipal Court of Record in the City of Baytown, Texas, for the term commencing on February 1, 2022, and ending on January 31, 2024.

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### **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.

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