



# CITY OF BAYTOWN

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## NOTICE OF MEETING

**CITY COUNCIL REGULAR MEETING  
THURSDAY, FEBRUARY 10, 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 Jacob Powell, District No. Five

#### **1. MINUTES**

- a.** Consider approving the minutes of the City Council Work Session and Regular Meeting held on January 13, 2022.
- b.** Consider approving the minutes of the City Council Special Meeting held on January 25, 2022.

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

- a.** Present a proclamation designating February 20-26, 2022, as National Engineers Week in Baytown.

#### **3. PROPOSED AMENDMENT TO REDISTRICTING PLAN**

- a.** Conduct a public hearing regarding an amendment to the Redistricting Plan for the City of Baytown previously approved on December 9th, 2021, based on 2020 Census Data.
- b.** Consider an ordinance amending the previously adopted redistricting plan for the City of Baytown to include certain areas within the city which were not included in the plan adopted on December 9th, 2021, based upon the 2020 census data.

**4. PROPOSED ORDINANCES**

- a.** Consider an ordinance awarding a construction contract to Construction Masters of Houston, Inc., for the Citizen's Bank Renovation Project.
- b.** Consider an ordinance authorizing a Professional Services Agreement with Hill International, Inc. to perform construction management and inspection services for the Citizens Bank Renovation Project.
- c.** Consider an ordinance authorizing an Interlocal Agreement with Harris County for the acquisition of right-of-way, design, and reconstruction to serve the Market Street Revitalization Project.

**5. PROPOSED RESOLUTION**

- a.** Consider a resolution authorizing the City Manager to submit a Partnership Project Application to Harris County Precinct 2 for Fiscal Year 2022.

**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 authorizing the purchase and installation of micro-surfacing from Intermountain Slurry Seal, Inc., utilizing the City of Baytown's Cooperative Purchase Agreement with the City of North Richland Hills.
- b.** Consider an ordinance authorizing the purchase of two (2) SearchCam 3000, two (2) Hasty Search Kits, and two (2) US&R Delsar ID3-6 Victim Locator from Safeware, through the Omnia Partners COOP for the Baytown Fire Department's Structural Collapse/Technical Rescue Team.
- c.** Consider an ordinance renewing the Annual Electrical Services Contract with Baytown Electric Company.
- d.** Consider an ordinance renewing the Annual Electrical Motor Control Service Contract with Baytown Electric Company.
- e.** Consider a resolution approving the name change for two (2) City of Baytown parks.
- f.** Consider a resolution authorizing the adoption of the attached policies for compliance with the Community Development Block Grant - Mitigation (CDBG - MIT) Grant Program: GLO Contract #22-085-012-D240.

- g. Consider a resolution authorizing the adoption of the attached policies for compliance with the Community Development Block Grant - Mitigation (CDBG - MIT) Grant Program: GLO Contract #22-082-020-D258.

7. **APPOINTMENTS**

- a. Consider one (1) appointment to the Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD) board.
- b. Consider two (2) appointments to the Tax Increment Reinvestment Zone No. One, City of Baytown, Texas (TIRZ).
- c. Consider two (2) appointments to the Baytown Redevelopment Authority.

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. **COUNCIL MEMBER DISTRICT REPORT**

- a. Receive a report from Council Member Jacob Powell as it relates to Council District No. Five.


10. **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 a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.


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.

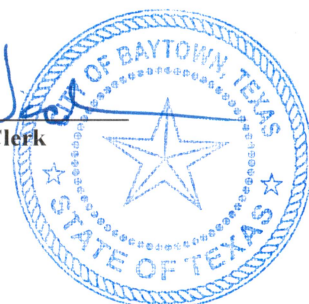
THE CITY OF BAYTOWN IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE PLEASE CALL 281-420-6522, FAX 281-420-6586, OR CONTACT 281-420-6522 VIA RELAY TEXAS AT 711 OR 1-800-735-2988 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:

  
Angela Jackson, City Clerk  
(SEAL)



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



## **CITY COUNCIL MEETING**

**1. a.**

**Meeting Date:** 02/10/2022

**Subject:** January 13, 2022, Work Session and Regular 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 Regular Meeting held on January 13, 2022.

#### **PREFACE**

This item allows the City Council to review and approve the minutes of the City Council Work Session and Regular Meeting held on January 13, 2022.

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### **Attachments**

January 13, 2022, CC Draft Minutes

January 13, 2022, CC WS Draft Minutes

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

January 13, 2022

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, January 13, 2022, 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	Council Member
Chris Presley	Mayor Pro Tem
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Trevor Fanning	Interim City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Capetillo convened the January 13, 2022, City Council Regular Meeting with a quorum present at 6:30 P.M., all members were present.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Mayor Pro Tem Chris Presley.

**1. MINUTES**

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

A motion was made by Council Member Laura Alvarado and seconded by Council Member Charles Johnson to approve the meeting minutes of the City Council Retreat held on November 12, 2021, as submitted. The vote was as follows:

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

Nays: None

Approved

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

A motion was made by Council Member Laura Alvarado and seconded by Council Member Charles Johnson to approve the meeting minutes of the City Council Work Session and Special Meeting held on November 15, 2021, as submitted. The vote was as follows:

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

Nays: None

Approved

**2. RECOGNITIONS AND CITIZEN COMMUNICATIONS**

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

Judge Julie Escalante administered the oath of office to the new Chief of Police John Stringer. Chief Stringer's two daughters performed the pinning of the stars and his badge was pinned by his wife.

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

Chief of Police John Stringer presented the Life Saving Award to Officer Rouming Bi. He relayed that on February 8, 2021, Officer Bi responded to the Fred Hartman Bridge upon hearing a radio call of a woman who threatened to jump in an attempt to end her life. Upon arriving, Officer Bi grabbed hold of the woman before she could be a danger to herself, and transported her to the hospital, where she received the help she needed. Chief Stringer acknowledged Officer Bi's actions brought credit to himself, the law enforcement profession, and the traditions of the Baytown Police Department. He ended on the note that this was actually Officer Bi's second Life Saving Award.

Mayor Capetillo noted that one individual had signed up to speak regarding Item 2.a., Mr. David Isaac, and asked him to come forward to present his comments.

Mr. David Isaac stated his comments were related to the swearing in of Chief Stringer. He highlighted this was a transformation in Baytown's history as this was the first time the City Manager offered the citizens to provide input on the four Chief of Police final candidates. Mr. Isaac relayed a personal experience from his past, fifteen years ago, in which he was not treated very nicely by the Baytown Police. His recent experience with the Baytown Police, however, was completely different as he was addressed differently and respectfully. Mr. Isaac noted this was due to a citizen-driven community advisory board and a Chief selected with the input from the citizens. Mr. Isaac welcomed Chief Stringer to the City of Baytown, to our history and our culture, and stated he hoped they rectify any problems they have in the future of our town.

**c. Recognize the Baytown Engage Civic Academy participants.**

Library Director Jamie Eustace introduced the members of the 2<sup>nd</sup> cohort of the Baytown Engage Civic Academy. She relayed the group began in October and finished before Christmas. Ms. Eustace noted some of the activities that the group participated in, and noted that they had also had the opportunity to interact with city staff. Ms. Eustace thanked everyone in the City who participated, and gave a special shout out to staff members, Ms. Lesley Kohles and Ms. Sabrina Martin, for their efforts with the Community Engagement program. With the help of Mayor Capetillo, Ms. Eustace recognized the following participants:

- Tomas Araujo
- Ann Boucher
- Robert Wright
- Carol Brodie
- Kimberlee Techeira
- Janda Griffin
- Gwen Taylor
- Wanda Malone

Ms. Kimberlee Techeira gave a brief overview on her positive experience in the program and thanked Council for allowing them to participate.

**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.**

Interim Director of Parks and Recreation Clifford Hatch presented the item and began by stating he was there to discuss some accomplishments of the Parks and Recreation team. The month prior, Mr. Hatch attended the Texas Recreation and Park Society's ("TRAPS") Annual Award Ceremony where they collected five awards—the most of any community in their region. He explained the East Region TRAPS was comprised of 76-member communities with almost 500 professional members. Mr. Hatch described the awards they received as follows:

**Lone Star Programming Award**

- Recognized Baytown's first Juneteenth Celebration;
- There was an estimated crowd of over 5,000 guests and the two-day event reached the goal of being the largest, free Juneteenth celebration in their area;
- The Juneteenth Committee, led by Council Member Johnson, played a key role in selecting the musical acts, securing sponsorships, and promoting the overall event; and
- Parks and Recreation looked forward to partner again with the Juneteenth Committee for their next celebration on Friday, June 17<sup>th</sup> at Lee College and Saturday, June 18<sup>th</sup> at Bicentennial Park.

**Innovation in Facility Development**

- Awarded for the makeover of the Children's Nature Discovery Lab at the Wetlands Center;
- Carla Eppler designed and constructed the center's treehouse puppet theater, and Mr. Hatch also thanked Tracy Prothro and the environmental staff for their efforts.

**Photography Award | Special Event**

- The photograph was taken by Marketing & Special Events Coordinator Yebin Chae and consisted of children playing with a bubble machine in a Pop-Up Park at Pelly.

**Photography Award | Leisure & Cultural Arts**

- The photograph was taken by Grey Scott from Human Resources and consisted of the completed street art exhibit next to Town Square.

**2021 Park Professional of the Year**

- Awarded to Tracey Prothro, the Superintendent of Natural Resources, who was in charge of the operations of the Wetlands and Nature Center;
- Mr. Hatch noted Ms. Prothro was a chairman of the East Region Natural Resources Conservation Committee, a regular speaker at the TRAPS Regional and State Institutes, and also involved in countless other professional organizations; and
- It was also commented that Ms. Prothro managed to navigate COVID protocols while still offering educational classes and programs to the community.

Mr. Hatch concluded his presentation by expressing the honor it had been to receive those achievements over the past year. The Mayor and Council proceeded to take a photo with the Parks and Recreation staff with their awards.

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

Vice Chairperson Eric Bolenbaucher provided Council with a review of the Baytown Police Advisory Committee's activity over the past quarter. Mr. Bolenbaucher began by reminding Council of the committee's four "buckets of concern," which were: mental health; transparency and accountability; training and development; and positive engagement. Mr. Bolenbaucher then went through a PowerPoint presentation, which provided the committee's recent activity:

- Regular Scheduled Committee Meetings;
- Participated in Baytown's Public Safety and Emergency Communications Facility Groundbreaking;
- Public Hearings were now included in regularly scheduled meeting to receive citizen input
- Received a report from their new Chief of Police, Mr. Stringer, as to what he envisioned going forward;
- Decal and Pamphlet for Mental Health:
  - Description: Provide a public decal to be placed on cars/homes to self-identify individual's mental illness
  - Benefits: Provide officers with greater information in order to better respond
  - Status: Finalized;
- Implemented Self-Reporting Form:
  - Description: Allows individuals to self-report mental illness
  - Benefits: Provide officers with better information as they are responding

- Status: Form is approved and available at doctor's offices, online, and at the Baytown Police Department; and
- Implemented the Clinician and Officer Remote Evaluation ("CORE") Program (20 iPads) – previously discussed by Chairperson Montgomery:
  - To date, CORE had been deployed sixteen times and about half resulting in the consumer being admitted to a hospital for further evaluation; and
  - On two occasions, officers had been credited by a consumer and a clinician for saving the life of the consumer.

With that being his presentation, Mr. Bolenbaucher opened the discussion to questions and Council Member Johnson inquired on how they would get the information out regarding the decals. City Manager Rick Davis replied that they would utilize the capabilities of the Police Department's communication channels, which would be supported by Public Affairs. Council Member Johnson suggested creating an ad for Channel 16 and social media to which Mr. Davis obliged. Council Member Johnson then gave a final comment of his liking that the CORE had been started and already helped people. Mr. Bolenbaucher followed Council Member Johnson's comment by giving an example of these resources successfully being implemented in a related call. Council Member Johnson applauded the BPAC and the Police Department for their efforts, and Mr. Bolenbaucher further gave accolades to Lieutenant Steve Doris for taking the lead on the CORE program and the Legal team.

Mayor Capetillo added his praise for the CORE program, and to that Mr. Bolenbaucher clarified the program did not cost the city anything as it was going through an endowment by Harris County.

Mayor Capetillo noted that one individual had signed up to speak regarding Item 3.a., Mr. David Isaac, and asked him to come forward to present his comments.

Mr. David Isaac, resident at 612 West Texas Avenue, commented that this vehicle of communication between the community and law enforcement was the most important. He did note on the lack of involvement, as he was the only member of the general public present at the meetings, and hoped the Committee would offer more ways to get the community involved and voice their concerns. He gave an example of their concerns being the fear of police retaliation—how would they then combat that? In regards to the decals, Mr. Isaac brought attention to HIPPA and privacy laws that they should keep in mind in regards to mental health. Mr. Isaac also questioned if addiction and victimless crimes (e.g. being pulled over for drug possession) were included with mental health. Mr. Isaac stated he hoped to bring these discussions to the Committee.

Mr. Isaac referenced a previous speech by Economic Development Manager Bret Gardella where he had noted that grants and loans were unable to be given to small business. He related that speech to poverty which he believed had everything to do with criminal justice, and noted of the history of equity being squeezed out of neighborhoods of color. In regards to communication, Mr. Isaac stated they needed to be more open and voiced his doubts of the strategic plan. He believed there was a need to find out where the power was invested for community input for the Police Advisory Committees.

Mayor Capetillo interjected informing Mr. Isaac that his time was up, and continued to the next item.

#### **4. DISCUSSIONS**

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

Assistant to the City Manager Brian Moran introduced Mr. Jason Morado, Director of Community Research with ETC Institute, which is the firm that conducted the annual citizen satisfaction survey.

Mr. Jason Morado introduced himself and provided a bit of background on the ETC Institute, and mentioned this was their eighth time conducting the community survey for the City of Baytown. Mr. Morado's presentation consisted of providing the purpose and methodology of the survey, as well as the major findings of the survey to show how they came to their conclusions.

At 7:08 P.M., Mayor Capetillo walked out of the meeting and returned to the meeting at 7:13 P.M.

Mr. Morado exhibited a map of the demographics of the participating residents. He noted they had a good distribution throughout the city and a good representation of key demographic areas relating to age, race/ethnicity, and gender. In conclusion, he noted that residents had an overall positive perception of the City of Baytown as 66% were satisfied with the overall quality of services while 9% were dissatisfied. He stated that ETC Institute believed the city was moving in the right direction because since 2019, satisfaction rating had increased or stayed the same in 71 of 103 areas. Also, Baytown rated 23% above the Texas average in overall quality of city services and 24% in customer service provided by city employees. The top overall priorities included Traffic Flow and Congestion Management, Maintenance of City Streets, and Stormwater Runoff and Flood Prevention.

Mr. Morado went into further detail of the ratings citizens gave in their perceptions of Baytown and exhibited a chart with the percentages of items that influenced citizens' perceptions. He also exhibited another chart that categorized the city services with satisfaction percentages as well. The highest rated areas were Fire Services, Emergency Medical Services, Library, Parks and Recreation, Waste Management, and Police Services. There were three areas where more than 30% of citizens were dissatisfied which were in streets, stormwater runoff, and traffic flow. He did note, however, those percentages were lower than the previous year. Mr. Morado then displayed a map of the geographic areas where residents rated the city, and Mr. Morado concluded that Baytown was consistent in their services throughout the city and provided a slide that displayed the trend analysis of Baytown.

Mr. Morado displayed a graph, referred to as the "overall satisfaction index," that scored Baytown in comparison to the U.S. average from 2016 to 2021. He noted Baytown consistently scored higher and in 2021 they were at the highest the city had ever been. The following chart compared Baytown's satisfaction ratings from 2019 to 2021. The five areas with significant increase were Waster Services, Police, drinking water, Animal Control, and traffic flow. In perceptions from 2017 to 2021, the biggest increases were in the overall quality of services and the quality of life. The decreases were in new development and how well the city was planning for growth. The chart

that displayed the city's customer services showed significant increases in all areas. In satisfaction with drinking water, there were increases in percentages in all areas, and Transportation, as well, received increases in all areas.

The following topic of discussion was how Baytown compared to other communities. He noted that Baytown did rate significantly lower in traffic flow, yet Mr. Morado noted it was higher than the previous survey and so there was still room for improvement.

In top priorities, Mr. Morado presented a satisfaction rating analysis. They broke down the category of services in to three tiers: very high priority; high priority; and medium priority.

- Very High Priority: Flow of traffic, maintenance of city streets, and stormwater runoff;
- High Priority: Enforcement of city codes and ordinances; and
- Medium Priority (Top 2): Police services and effectiveness of the city's communication with the public.

Mr. Morado then gave an analysis of those specific categories of services. Mr. Morado then offered to answer any questions that Council may have, to which the Council had none.

Mayor Capetillo noted that one individual had signed up to speak regarding Item 4.a., Mr. David Isaac, and asked him to come forward to present his comments.

Mr. David Isaac began by stating that only 607 people were surveyed, which this sample size was inadequate. He suggested a different institute to conduct the surveys. Mr. Isaac relayed what he saw was Council trying to control the narrative of how well Baytown was doing. He noted one of the number one services were related to seniors who were 96% of voters. Mr. Isaac emphasized Council should think about the youth and those who were not surveyed. In regards to ethic and code enforcement, Mr. Isaac stated they had no ethics commission in spite of his campaigning efforts. He emphasized the city needed to keep up with how they enforced ethics. Mr. Isaac echoed the dissatisfaction on grants and loans that he related to crime prevention and equity. He stated that he wanted to know if Council wanted to fix the issues instead of controlling the narrative by hiring the ETC Institute stationed in Kansas. His final note was restating the suggestion of hiring a different entity to conduct the surveys.

## **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.**

Director of Planning and Development Director Martin Scribner stated the item had previously been discussed, and so he was then open to answer any questions from Council. With there being none, Mayor Capetillo considered the item read and moved on to the following item.

**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.**

Assistant Director of Public Works and Engineering Andrea Brinkley presented the item and described this as the second milestone for the Public Safety Facility. In the fall of the year prior, they had approved Phase 1A, which was the early work package. Ms. Brinkley reminded Council that the construction manager-at-risk was an alternative delivery method that allowed the contractor to help them with pricing with some of their expertise for constructability. Ms. Brinkley then began to list the remaining components of Phase 1, and noted that they were also going to do an early purchase of the generator for Phase 2 for the large administration building because those are subject to the price volatility in the market at this time. She conveyed the value of the project Phase 1B was \$13,594,937 and would take about seven months, and together with the project Phase 1A, that will be a year's worth of work. In the two weeks, Ms. Brinkley relayed they hoped to be back with the balance of the project for Council's final consideration. She ended on the note that staff recommended approval.

A motion was made by Council Member Charles Johnson and seconded by Mayor Pro Tem Chris Presley to approve Ordinance No. 14,993, related to Item 5.b. The vote was as follows:

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

Nays: None

Approved

**ORDINANCE NO. 14,993**

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.

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

Director of Public Works and Engineering Frank Simoneaux presented item 5.c., and noted this was an Interlocal Agreement for two projects they combined into one, Danubina and East James. Mr. Simoneaux stated that the Danubina project consisted of the trunk line along East Hunnicutt, as well as channel improvements to Hull Gully, and East James consisted of drainage improvements along the street and Wright Boulevard. Mr. Simoneaux explained they would be



constructed in two different phases, the first being storm drainage improvements along Hunnicutt and the East James area as well as the detention for that area. During that first phase, they would work on getting the easements for their channel improvements which after acquiring the county would then begin construction.

The total cost of the project was estimated to be \$33,817,364, with the city contributing \$16,989,196. Mr. Simoneaux explained the city would contribute their share of the estimated design and right-of-way cost at that time. Once the project was ready to bid, they would pay for the estimated construction cost. The cost overruns, related to drainage items, would be shared equally between the city and Harris County. Those not related to drainage, would be borne by the city. Mr. Simoneaux noted the project was approved by Harris County Commissioners Court on December 14, 2021, and that staff recommended approval of the item.

Council Member Lester noted his approval of the project and that this would be a major improvement. He noted, in reference to the 2021 City of Baytown Community Survey, that stormwater was listed as a priority. Mr. Simoneaux added that was their worst area in flooding and expressed his future hopes of improvement with the project. Mayor Capetillo also commented on his approval and imparted their past efforts of hearing citizens' dissatisfactions. He commended the partnering with Harris County Flood Control District and the Match Program to help fund the project, and was pleased the project was finally taking place.

A motion was made by Council Member Mike Lester and seconded by Council Member Jacob Powell to approve Ordinance No. 14,994, related to Item 5.c. The vote was as follows:

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

Nays: None

Approved

#### ORDINANCE NO. 14,994

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.

**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.**

Director of Public Works and Engineering Frank Simoneaux presented item 5.d., and stated this item was also an Interlocal Agreement with Harris County for the purchase of property for stormwater detention intended to benefit the Goose Creek Watershed and mitigate the improvements to West Cedar Bayou Lynchburg Road. The estimated cost of the property was \$3.1 million that would be shared equally by Harris County and the City. The Commissioners Court approved the project on December 14, 2021, and Mr. Simoneaux noted that staff recommended approval of the item.

A motion was made by Council Member Charles Johnson and seconded by Council Member Laura Alvarado to approve Ordinance No. 14,995, related to Item 5.d. The vote was as follows:

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

Nays: None

Approved

**ORDINANCE NO. 14,995**

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 SUBREGIONAL 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.

**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.**

Assistant Director of Public Works and Engineering Andrea Brinkley presented item 5.e., and noted this was related to the Rollingbrook Reconstruction project that would allow them to do turn lane improvements by removing a section of median. Ms. Brinkley commented this would allow a right turn lane from Decker onto Rollingbrook to ease congestion. The project was on-going and Ms. Brinkley explained that the delay was due to having to wait on the agreement with TxDOT, but that staff recommended approval of this item at this time.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Charles Johnson to approve Ordinance No. 14,996, related to Item 6.c. However, there was discussion prior to the vote.

Council Member Betancourth commented her support and further requested turning lanes on North Main Street and I-10 and also off John Martin Road and Thompson Road. Ms. Brinkley replied those improvements were actually included in the Five-Intersection project and would be coming to them in the future.

The vote for the motion on the table was as follows:

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

Nays: None

Approved

#### ORDINANCE NO. 14,996

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.

#### **6. CONSENT**

A motion was made by Mayor Pro Tem Chris Presley and seconded by Council Member Charles Johnson to approve Consent Agenda Items 6.a. through 6.n., as submitted. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Mayor Pro Tem 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 approving Change Order No. 1 to the Annual Waterline Rehabilitation contract awarded to SKE Construction, LLC.**

ORDINANCE NO. 14,997

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.

- 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.**

ORDINANCE NO. 14,998

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.

- c. **Consider an ordinance approving payment to the Texas Commission of Environmental Quality for the City of Baytown's annual water system fee.**

ORDINANCE NO. 14,999

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.

- 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.**

ORDINANCE NO. 15,000

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.

- e. **Consider an ordinance amending Ordinance No. 14,370 to prescribe the number of positions in the classification "Service Group - Police."**

ORDINANCE NO. 15,001

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.

- f. **Consider an ordinance authorizing payment to CivicPlus LLC for the annual service fees for the Parks and Recreation Department's software system.**

ORDINANCE NO. 15,002

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.

- g. **Consider an ordinance awarding the Annual Portable Toilet Rental and Service to Smooth Move Services, LLC.**

ORDINANCE NO. 15,003

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.

- 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.**

**ORDINANCE NO. 15,004**

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.

- 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.**

**ORDINANCE NO. 15,005**

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.

- 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.**

**ORDINANCE NO. 15,006**

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 AN INSTALLATION FOR THE HOUSTON HIGH INTENSITY DRUG TASK FORCE THROUGH CONTRACT NUMBER GS-071F-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.

- 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.**

ORDINANCE NO. 15,007

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.

- 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.**

ORDINANCE NO. 15,008

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.

- m. Consider an ordinance authorizing an interlocal agreement with the Baytown Area Water Authority regarding the operation and maintenance of water treatment facilities.**

ORDINANCE NO. 15,009

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.

- n. Consider an ordinance authorizing an Interlocal Agreement for Emergency Services with Harris County Emergency Services District No. 75.**

## ORDINANCE NO. 15,010

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.

**7. APPOINTMENTS****a. Consider five (5) appointments to the Planning and Zoning Commission.**

Mayor Capetillo noted Mr. David Isaac had signed to speak regarding item 7.a., however, he was not present, so the Mayor proceeded to request City Clerk Angela Jackson to state the names of the appointed individuals, noting he was withholding his own appointment. Ms. Jackson listed the five considered reappointments as: Ms. Helen Berrott-Tims for the City Manager's position; Mr. Jeffrey Walters for the Mayor's; Mr. Agustin Loreda for District 1; Ms. Tracey Wheeler for District 3; and Mr. Frederick Harlow for District 5.

A motion was made by Council Member Charles Johnson and seconded by Mayor Pro Tem Chris Presley to approve the five (5) reappointments to the Planning and Zoning Commission as stated, with exception of Mayor Brandon Capetillo's appointment. The vote was as follows:

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

Nays: None

Approved

**b. Consider four (4) appointments to the Community Development Advisory Committee.**

City Clerk Angela Jackson presented the item by listing the three individuals being considered for reappointment: Mr. Antonio Hinojosa for District 1; Mr. Roberto Diaz for District 2; and Mr. Preet Singh for District 3. Ms. Jackson also noted they had received an application for a current vacancy on the committee and stated the new appointment of Mr. Vincent Norman for the District 5 position.

A motion was made by Council Member Jacob Powell and seconded by Council Member Charles Johnson to approve the four (4) appointments to the Community Development Advisory Committee, as stated. The vote for the motion on the table was as follows:



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

Nays: None

Approved

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

City Manager Rick Davis presented his appointment of Mr. Clifford Hatch as the new Parks and Recreation Director.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Charles Johnson to confirm Mr. Clifford Hatch as the City Manager's appointment of the Parks and Recreation Director. The vote was as follows:

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

Nays: None

Approved

After the vote, Mr. Davis gave a quick comment that he received a hundred names of senior citizens who signed a declaration in favor of Mr. Hatch to be appointed as director.

**8. MANAGER'S REPORT**

City Manager Rick Davis gave kudos to Purchasing Manager Carla Hommel who recently completed the credentialing to become a certified professional public buyer. He noted she was one of four credentialed professionals in the State of Texas.

During the Christmas season, the City had an Angel Tree that was placed in City Hall to benefit families of low and moderate means. Mr. Davis wanted to compliment Francesca Linder, Adriana Montalvo, and Sharon Rose for spearheading this effort. Council Member Lester also commented his kudos as he relayed his positive experience seeing all the gifts under the Angel Tree.

**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.**

At 7:44 p.m., Mayor Capetillo recessed and convened in to an executive session pursuant to:

- 1) 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; and
- 2) Texas Government Code, Section 551.074 to deliberate the annual performance evaluation of the Municipal Court Judge.

At 9:24 p.m., Mayor Capetillo reconvened the open meeting and announced that in accordance with the 551.102 of the Texas Government Code, no action was taken in the Executive Sessions.

## **10. MOTIONS**

**a. Discuss and take appropriate action regarding the Municipal Court Judge's annual performance evaluation.**

Mayor Pro Tem Presley stated they were pleased with Judge Julie Escalante, and so they would like to award a 6% salary increase for the upcoming year. Mayor Capetillo also commented that Ms. Escalante continued to run an efficient and fair court. He wished her continued success and applauded her performance.

A motion was made by Mayor Pro Tem Chris Presley and seconded by Council Member Charles Johnson to approve a 6% pay rate increase on Judge Julie Escalante's yearly salary. The vote was as follows:

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

Nays: None

Approved

**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.**

A motion was made by Council Member Jacob Powell and seconded by Council Member Laura Alvarado to approve the reappointment of Julie K. Escalante as the Municipal Court Judge for the term commencing on February 1, 2022, and ending on January 31, 2024. The vote was as follows:

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

Nays: None

Approved

Before adjourning, City Manager Rick Davis noted he forgot to acknowledge it was Battalion Chief Richard Lopez's retirement and wanted to thank him for over 30 years of service.

**11. ADJOURN**

With there being no further business to discuss, Mayor Capetillo adjourned the January 13, 2022, City Council Regular Meeting at 9:26 P.M.

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Angela Jackson, City Clerk  
City of Baytown

**DRAFT**  
**MINUTES OF THE REGULAR WORK SESSION OF THE**  
**CITY COUNCIL OF THE CITY OF BAYTOWN**

January 13, 2022

The City Council of the City of Baytown, Texas met in a Regular Work Session on Thursday, January 13, 2022, at 5:31 P.M., in the Hullum Conference Room of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Mayor Pro Tem
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Trevor Fanning	Interim City Attorney
Angela Jackson	City Clerk

Mayor Capetillo convened the January 13, 2022, City Council Regular Work Session with a quorum present at 5:31 P.M., all members were present with the exception of Council Member Heather Betancourth who arrived at 5:33 P.M.

**1. DISCUSSIONS**

**a. Receive an overview and discuss major unfunded Capital Improvement Program (CIP) projects.**

Public Works & Engineering Director Frank Simoneaux presented the item to Council. Mr. Simoneaux explained before they proceeded with implementation, they needed to receive feedback from Council concerning priorities. His presentation first entailed a summary of each project previously discussed at the City Council Retreat on December 12, 2021. Mr. Simoneaux would then present a proposed priority list which he would open up to input and discussion. The top seven projects were as followed:

**1. West Baker Road Reconstruction**

- Mr. Simoneaux noted this had previously been reviewed
- Reconstruction from Garth to Decker and included adjusting the median for better sight distances/overall better functionality of the road and conditions

**2. Fire Station 2 Reconstruction**

- The reconstruction and possible relocation of Fire Station 2
- Included a completely new building

**3. Multipurpose Arena**

- Surfaced during Council's Retreat discussion
- Possible Functions: Host sporting/tournament, entertainment events, and large graduations events

Mr. Simoneaux noted no cost association with any listed project as they were mostly seeking Council's priority. Once attained, he stated they would then start preliminary engineering, allocate resources, and determine funding.

**4. Bayway Reconfiguration**

- Had been in planning, however, there were no identified funding sources
- The project addressed two needs: The replacement of the waterline that ran along Bayway, and to enhance the corridor for pedestrian and cyclists use
- The reconfiguration and replacement of the lot

**5. City Hall Campus Expansion**

- Surfaced during the discussion of the facility's master plan
- The reconstruction and expansion of the city hall campus to the community center next door
- Would allow better utilization of space, enhance the Council Chambers, training rooms for Human Resources, relocation of the wellness center, and staff growth

**6. Lee Drive Reconfiguration**

- Not previously discussed, yet Mr. Simoneaux noted Council may have already been aware of
- Would be the entry way of a newly developed area, those new developments being: the new master plan for Evergreen and the area South of I-10; residential development; and possible amenities to compliment the new hotel convention center
- Could emulate what the city was doing on Market Street where they had enhanced pedestrian and cyclist facilities and created a better cross-section

**7. Community/Recreation Center**

- Mr. Simoneaux gave no further description on this project as they had previously discussed it in detail at the past Retreat

Mr. Simoneaux relayed the priorities were in the order he previously listed the projects and then opened the floor to feedback from Council. He added they had also applied for the Harris County Partnership Project and received funding for Market Street through that program at a 50% match. Mr. Simoneaux proposed to submit Bayway and Lee Drive in to that partnership. In seeing if they are approved, he noted that may affect the priority list.

Council Member Laura Alvarado asked if there could be a partnership with Lee College on the Lee Drive reconfiguration, and Mr. Simoneaux agreed that could be a potential source of funding. In attaining those partnerships, Council Member Alvarado stated that would move them up in priority. On the Fire Station, Council Member Alvarado queried if they had found a location. Mr. Simoneaux responded they had not as that would be determined in the preliminary

engineering. City Manager Rick Davis did note; however, they were looking at a property owned by the school district.

Council Member Charles Johnson mentioned he did not see a project related to water and sewer. Mr. Simoneaux replied that was due to that project already being funded and went in to further details of that non-listed project. Council Member Johnson additionally inquired about certain neighborhood streets to which Mr. Simoneaux answered those were a part of the already funded neighborhood street reconstruction. There was then further discussion about residential streets, and Mayor Capetillo recommended creating a 5-year plan. Mr. Davis further suggested segregating those by Council District and PCI scores.

Council Member Heather Betancourth commented it was difficult for her to determine priority without knowing the cost and funding. Without knowing the funding sources, Council Member Betancourth favored Baker, Bayway, and Lee while everything else she labeled as just nice to have. Mayor Capetillo agreed on the sentiment of determining priority without knowing the cost and funding. Mr. Davis, in regards to the Multipurpose Arena, reaffirmed it was previously discussed to be a public-private partnership where they would synergize with Goose Creek ISD.

Mayor Pro Tem Chris Presley noted the Community/Recreation Center and Fire Station 2 preceded all other initiatives, yet they were at the bottom. He recommended establishing a protocol where dates were implemented because he was disappointed to see the oldest idea be listed at the bottom. Mayor Pro Tem Presley also echoed both of Council Member Betancourth's points about the prioritization without knowledge of funding and of the street reconstructions. He commented they had been working on the hotel conference center for decades and were a long way away from generating any income. Mayor Pro Tem Presley leaned towards voter approval in regards to the Multipurpose Arena and the Community/Recreation Center. Moreover, Mayor Pro Tem Presley voiced his liking of the TIRZ assistance on the Lee Drive Reconfiguration and leveraging costs with grants. Mayor Pro Tem Presley advocated for non-essential expenditures and expressed he would be more vocal about that in 2022.

Council Member Jacob Powell agreed with everything previously stated. The street reconstructions had safety aspects to them, so he believed those were important. As far as the Fire Station, Council Member Powell noted if it was in the condition where it was needed, then they would need to make that happen. In regards to the Multipurpose Arena, he believed that would have the most support in the community from what he had heard.

Mayor Capetillo echoed wanting to see funding sources and more information as well. He recommended having the list of the projects sent to Council to score and at least have them choose the top three. Mr. Simoneaux relayed his original thought was to take the input—since they were drafting their CIP for FY23 to FY27—and put that in their draft. Then, have their CIP presented to Council and where they would get additional input.

Council Member Mike Lester then relayed his own priorities. He reiterated the safety issues of Baker Road and that it should be high priority. Council Member Lester likewise agreed that Fire Station 2 had lived its life. He imparted that his constituents did not talk about a Multipurpose Arena, but that they did talk about a Recreation Center. Council Member Lester commented he

would have a hard time selling the City Hall Expansion, but Bayway and Lee Drive made sense to him. He lastly also echoed the sentiment of wanting more information in regards to the costs. Concerning the City Hall Expansion, Mayor Pro Tem Presley commented it may not be needed due to the great resignation and the trend of working from home.

Council Member Johnson expanded on the point that the price tag would trigger the project's priority, and also of the number of projects they had which in turn was a lot of money. Mr. Davis explained on behalf of prioritization, they should not be discouraged if something was listed at number seven due to there being a hundred below. These were the top tier projects they had heard through their strategic planning, conversations with youth, and surveys.

Mayor Pro Tem Presley then questioned if there could be any synergies with the Multipurpose Arena and the Community/Recreation Center as they had relatively similar functionalities. Mr. Davis replied that was an interesting idea and that they had done something similar with their Public Safety Building.

Council Member Lester believed there were a lot of potentials below number seven that he would argue were top five. In response, Mr. Simoneaux explained their FY22 CIP and that their "plus five" was their unfunded area. They did not place a project in their five-year CIP until funding had been identified. Mr. Simoneaux reiterated wanting Council's input on that CIP draft. Mr. Davis concluded this discussion would continue for the next year and that they were talking about it now so they could start realizing their projects.

**b. Discuss the restoration of the Baytown Fire Department 1947 Mack fire truck.**

City Manager Rick Davis introduced the item and relayed he brought the discussion forth due to the 1947 Mack fire truck being a significant expense. He noted it had been approved some time ago and that their ambition was to create a venue at the Public Safety Building to display the engine. As a result of other factors, that feature of the building had been eliminated. Mr. Davis did note, nonetheless, they could create a place for the engine's public viewing.

Fire Chief Kenneth Dobson conversed about their previous efforts about whether the fire truck could be refurbished. He added, they later learn about someone who could refurbish the truck in New York, and Mr. Dobson mention that part of cost was the transportation of the truck to and from. Assistant Fire Chief Ronald Roberts gave the presentation that exhibited the work of the person they found to refurbish their fire truck. Mr. Roberts did mention the only thing they would not do on the truck was to make the water pump work. The presentation listed all the services they provided, such as: mechanical, paint, epoxy, redo the chrome, nickel, new windshields, etc.

Mr. Roberts also discussed a bit about the fire truck's history. It was delivered on December 24th, 1947, for Christmas to Goose Creek Fire Department. It was then a few weeks later when all the cities merged together to create Baytown. The 1947 Mack fire truck was currently at Station 6 and not running. There was also further discussion on its history and of the pricing of the truck back then. Mr. Roberts then opened to questions.

Mayor Pro Tem Presley inquired about the cost—to which Mr. Roberts replied \$82,000. Council Member Lester further questioned if no one in Texas could refurbish the truck. Mr. Roberts responded that one of the issues with going local was that the Texas Fire Museum charged by the hour. The reason why their choice could give them a price was because they had done the same truck two and half years back and knew the costs. Mr. Roberts noted another issue was that the Texas Fire Museum had a waitlist that extended to three years.

Mr. Davis commented his beliefs on how important the fire truck was to Baytown's heritage and history.

Council Member Betancourth asked if their proposal was to showcase the truck at a fire station or have public tours? Mr. Roberts answered, people came by the Fire Stations all the time and he further discussed how Fire Station 2 would be a prime location as they were looking to redo it. Council Member Betancourth commented she liked the idea of the public viewing, but that she did not know a lot of people that would tour fire stations. Council Member Johnson countered that based on a past conversation he had with a gentleman from the fire school, the city was getting a good deal. As far as the future location, he noted the city had another memorabilia dear to Texas that they still did not know where it was going nor the bottom line costs. Council Member Johnson additionally opined the importance of the 1947 Mack fire truck to Baytown's history and recommended Council consider investing.

It was further noted that the citizens also deemed the fire truck as important. The 1947 Mack fire truck had been in Baytown parades for nineteen years until that 4<sup>th</sup> of July and Christmas because it was completely done. Mayor Pro Tem Presley commented that Mr. Davis had gotten a phone call about why the truck was missing. People did notice.

Council Member Johnson inquired about the time limit on getting the fire truck back from being refurbished, and Mr. Roberts answered about eight months.

Mr. Davis ended on the matter that they would then relocate this under their consent agenda in the future, possibly January 27<sup>th</sup>.

**c. Discuss the continuation of the Ad Hoc Committee for Animal Control Advisory Committee.**

Interim City Attorney Trevor Fanning introduced the item and stated they had open positions because the appointees could not finish their term. In turn, the future of the Ad Hoc Committee was not entirely clear. Mayor Capetillo relayed his understanding on the matter to which Mayor Pro Tem Presley asked for further clarification because he presumed that once the appointments were made, the Ad Hoc Committee would then be disbanded. City Clerk Angela Jackson explained that while that was typical, in the present situation all the members were appointed but they were later informed that a member of the board was parting. The Ad Hoc Committee would have continued to look to replace that person, but it was unclear if the committee would be dismantled. Council Member Alvarado confirmed they had sent their recommendation, so moving forward after the appointment it would be business as usual.



Council Member Lester elaborated that the committee did not appoint, but just made recommendations. He believed Council did not want to create a standing Ad Hoc Committee—which Mrs. Jackson confirmed—despite having expanded their duties. Council Member Lester then added his understanding of the Ad Hoc Committee’s duties in regards to future vacancies which were deliberated to be their normal duties.

- d. Discuss any or all of the agenda items on the City Council Regular Meeting Agenda for January 13, 2022, which is attached below.**

Council had no further discussions on any agenda items on the City Council Regular Meeting Agenda for January 13, 2022.

**2. ADJOURN**

With there being no further business to discuss, Mayor Capetillo adjourned the January 13, 2022, City Council Regular Work Session at 6:13 P.M.

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Angela Jackson, City Clerk  
City of Baytown



## **CITY COUNCIL MEETING**

**1. b.**

**Meeting Date:** 02/10/2022

**Subject:** January 25, 2022, 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 Special Meeting held on January 25, 2022.

#### **PREFACE**

This item allows the City Council to review and approve the minutes of the City Council Special Meeting held on January 25, 2022.

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### **Attachments**

January 25, 2022, CC SP Draft Minutes

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

January 25, 2022

The City Council of the City of Baytown, Texas, met in a Special Meeting on Tuesday, January 25, 2022, at 12:05 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Mayor Pro Tem
Charles Johnson	Council Member
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Trevor Fanning	First Assistant City Attorney
Angela Jackson	City Clerk

Mayor Capetillo convened the January 25, 2022, City Council Special Meeting with a quorum present at 12:05 P.M., all members were present.

**1. 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 a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.**

At 12:05 P.M., Mayor Capetillo recessed into and convened an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

At 1:23 P.M., Mayor Capetillo reconvened the regular meeting and announced that in accordance with Section 551.102 of the Texas Government Code, no action was taken in the executive sessions.

**2. ADJOURN**

With there being no further business to discuss, Mayor Capetillo adjourned the January 25, 2022, City Council Special Meeting at 1:23 P.M.

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Angela Jackson, City Clerk  
City of Baytown



## **CITY COUNCIL MEETING**

**2. a.**

**Meeting Date:** 02/10/2022

**Subject:** Present a proclamation designating February 20-26, 2022 as National Engineers Week and Baytown

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

**Prepared by:** Erwin Burden, Public Works/Engineering/BAWA

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

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### **Information**

#### **ITEM**

Present a proclamation designating February 20-26, 2022, as National Engineers Week in Baytown.

#### **PREFACE**

City of Baytown proudly supports National Engineering Week. Reimagining the Possible is the theme for 2022. Engineer's Week is a time to: Celebrate how engineers make a difference in our world Increase public dialogue about the need for engineers Bring engineering to life for kids, educators, and parents Founded in 1951, National Engineers Week is dedicated to insuring a diverse and well-educated future engineering workforce by increasing understanding of and interest in engineering and technology careers. Today, National Engineers Week is made up of a formal coalition of more than 70 engineering, education, and cultural societies, and more than 50 corporations and government agencies. Dedicated to raising public awareness of engineers' positive contributions to quality of life, National Engineers Week promotes recognition among parents, teachers, and students of the importance of a technical education and a high level of math, science, and technology literacy, and motivates youth, to pursue engineering careers in order to provide a diverse and vigorous engineering workforce.

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### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:**

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

**Funds Budgeted Y/N:** n

**Amount Needed:** 0

**Fiscal Impact (Additional Information):**

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### **Attachments**

Proclamation - Engineering Week, February 20-26, 2022

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# Proclamation

City of Baytown

## NATIONAL ENGINEERS WEEK

**WHEREAS**, Engineers Week was stated in 1951 by the National Society of Professional Engineering to raise public awareness of engineers' positive contributions to quality of life; and

**WHEREAS**, Engineers Week is celebrated in February at the time of George Washington's birthday, because he was an engineer, as well as, our nation's first president; and

**WHEREAS**, engineers make major contributions in driving our economy, protecting our environment, and ensuring public safety; and

**WHEREAS**, the engineers of State of Texas actively help to maintain and sustain the vital infrastructure of our civilized and natural environments; and

**WHEREAS**, the theme of Engineer's Week for 2022 is "Reimagining the Possible," illustrates how engineers help America remain at the forefront of technological development and contribute to countless breakthroughs that improve the quality of life for people;

**NOW, THEREFORE, I**, Brandon Capetillo as the Mayor for the City of Baytown, Texas do hereby proclaim **February 20 - 26, 2022** as

## NATIONAL ENGINEERS WEEK

in Baytown and urge our residents to join me in recognizing the important contributions of engineers in our daily lives and continue to promote this important career.

*In witness whereof I have hereunto set my hand  
and caused this seal to be affixed*

\_\_\_\_\_  
*Brandon Capetillo, Mayor*

*Attest:* \_\_\_\_\_

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



## CITY COUNCIL MEETING

3. a.

**Meeting Date:** 02/10/2022

**Subject:** Public Hearing Regarding an Amendment to the Redistricting Plan for the City of Baytown Based on 2020 Census Data

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Trevor Fanning, Legal

**Department:** Legal

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### **Information**

#### **ITEM**

Conduct a public hearing regarding an amendment to the Redistricting Plan for the City of Baytown previously approved on December 9th, 2021, based on 2020 Census Data.

#### **PREFACE**

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

This public hearing was published in *The Baytown Sun* on Tuesday, February 1, 2022, and posted on the City of Baytown notice board and website on Monday, January 31, 2022, in English, Spanish, Vietnamese, and Mandarin.

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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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### **Attachments**

Redistricting Plan Approved December 9th, 2021

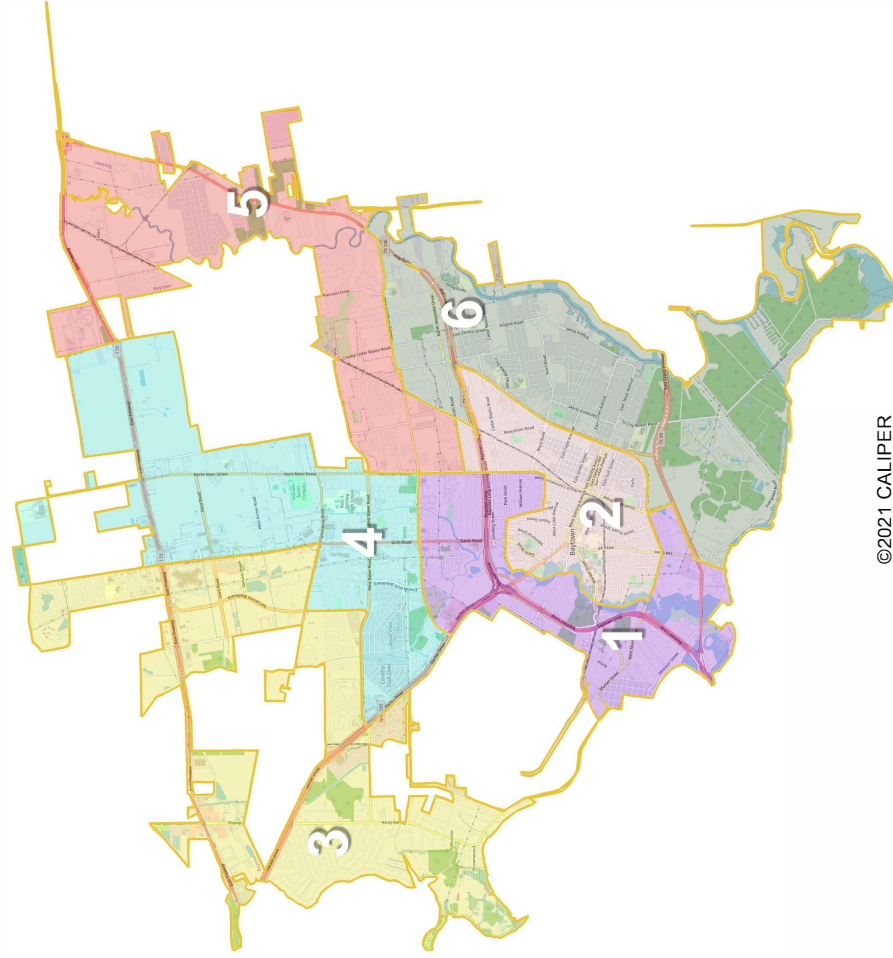
Areas in Pink Left Out

Updated Redistricting Map

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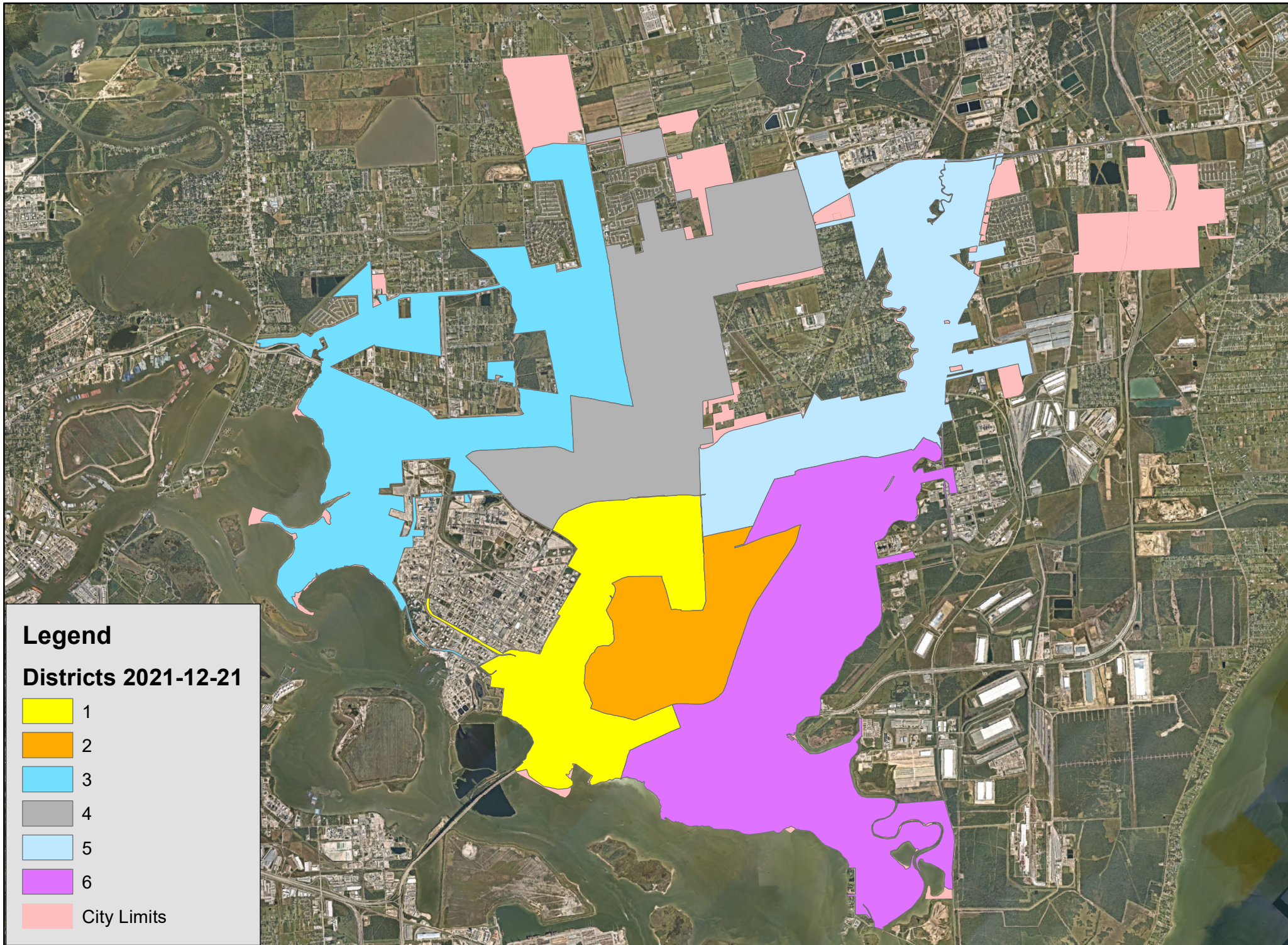
# New Plan Baytown B3

Exhibit "A"



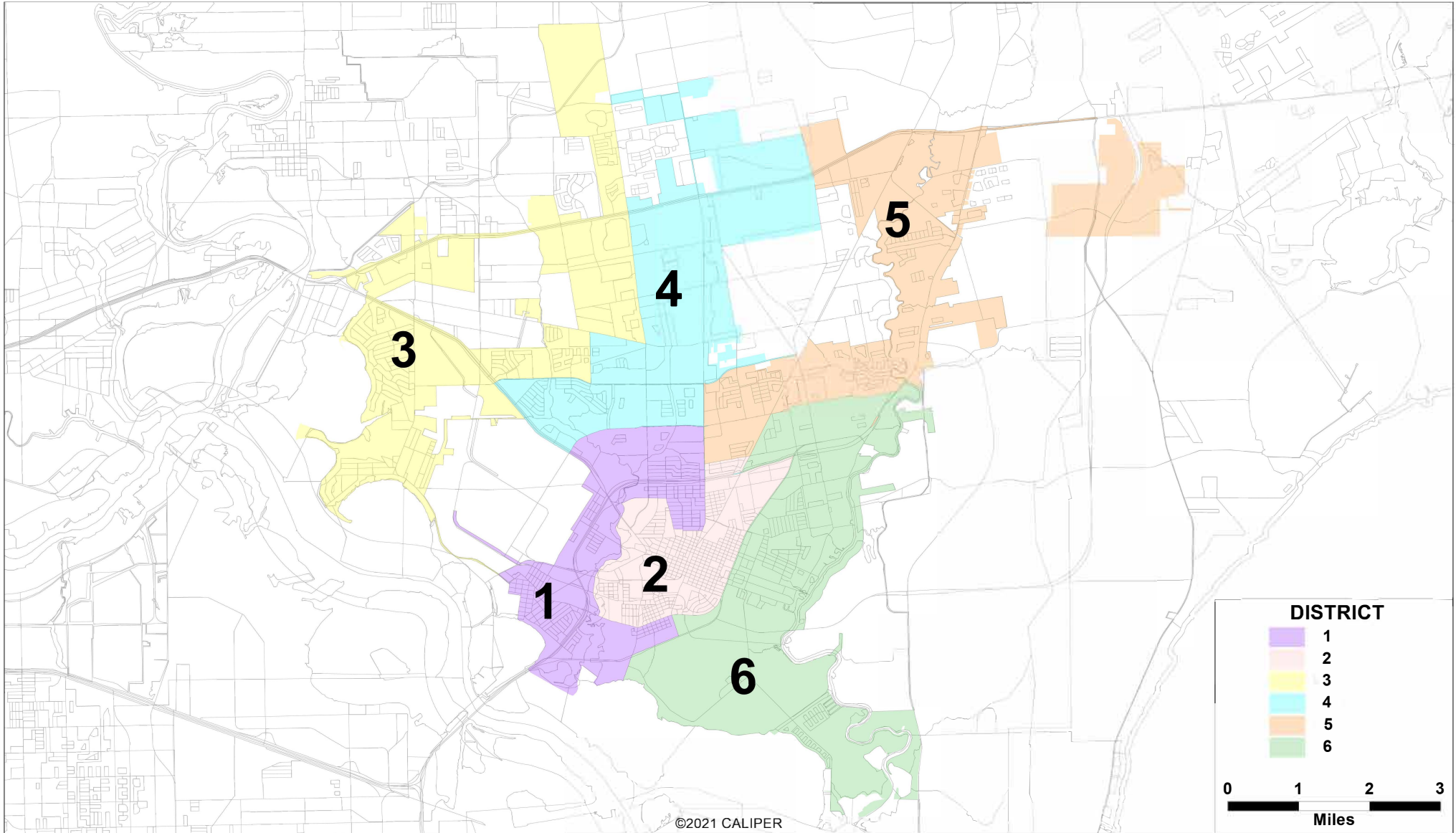


# New Council Districts





# EXHIBIT "A"





## **CITY COUNCIL MEETING**

**3. b.**

**Meeting Date:** 02/10/2022

**Subject:** Adopt an Amendment to the Redistricting Plan

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Trevor Fanning, Legal

**Department:** Legal

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### **Information**

#### **ITEM**

Consider an ordinance amending the previously adopted redistricting plan for the City of Baytown to include certain areas within the city which were not included in the plan adopted on December 9th, 2021, based upon the 2020 census data.

#### **PREFACE**

This proposed ordinance amends the redistricting plan adopted by the City of Baytown on December 9th, 2021 that complies with the constitutional and statutory requirements. The amendment adds certain areas previously left out of the plan due mostly to recent annexations not reflected in the county records.

On March 25, 2021, the City Council adopted criteria for the development and evaluation of a voting plan for the City, which included the following:

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

Thereafter, on November 15, 2021, the City Council held a work session regarding the proposed redistricting plan and set a public hearing for December 9, 2021, in order to receive input from the public regarding the proposed plan. Notice of the public hearing was published in *The Baytown Sun* in English, Spanish, Mandarin and Vietnamese on November 28, 2021, and posted on the City of Baytown notice board and website on November 24, 2021, in English, Spanish, Vietnamese, and Mandarin. The plan was approved by council in Ordinance No. 14,966 passed on December 9, 2021. Notice of the public hearing for this amendment was published in *The Baytown Sun* in English, Spanish, Mandarin and Vietnamese on

Tuesday, February 1, 2022, and posted on the City of Baytown notice board and website on Monday, January 31, 2022, in English, Spanish, Vietnamese, and Mandarin.

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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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**Attachments**

Ordinance - Amendment to Redistricting Plan

Exhibit A - Amendment

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

\*\*\*\*\*

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

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

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

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

WHEREAS, on the 9<sup>th</sup> day of December, 2021, via Ordinance No. 14,966, the City Council approved a redistricting plan; and

WHEREAS, it was subsequently determined that such redistricting plan did not include certain areas consisting mostly of recent annexations, requiring an amendment to the redistricting plan; and a public hearing regarding a proposed amendment to the redistricting plan was set for February 10, 2022; and

WHEREAS, notice of the public hearing was published in *The Baytown Sun* in English, Spanish, Mandarin and Vietnamese on February 2, 2022, and was posted on the City of Baytown notice board and website in English, Spanish, Vietnamese and Mandarin on January 31, 2022; and

WHEREAS, the City held a public hearing regarding the proposed amendment to the redistricting plan on February 10, 2022, in order to receive input from the public; and

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

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

Section I: The redistricting plan approved by the City of Baytown on December 9, 2021, via Ordinance No. 14,966 is hereby amended to include portions not previously included, as depicted in Exhibit "A," which is attached hereto and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10<sup>th</sup> day of February, 2022.

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BRANDON CAPETILLO, Mayor

ATTEST:

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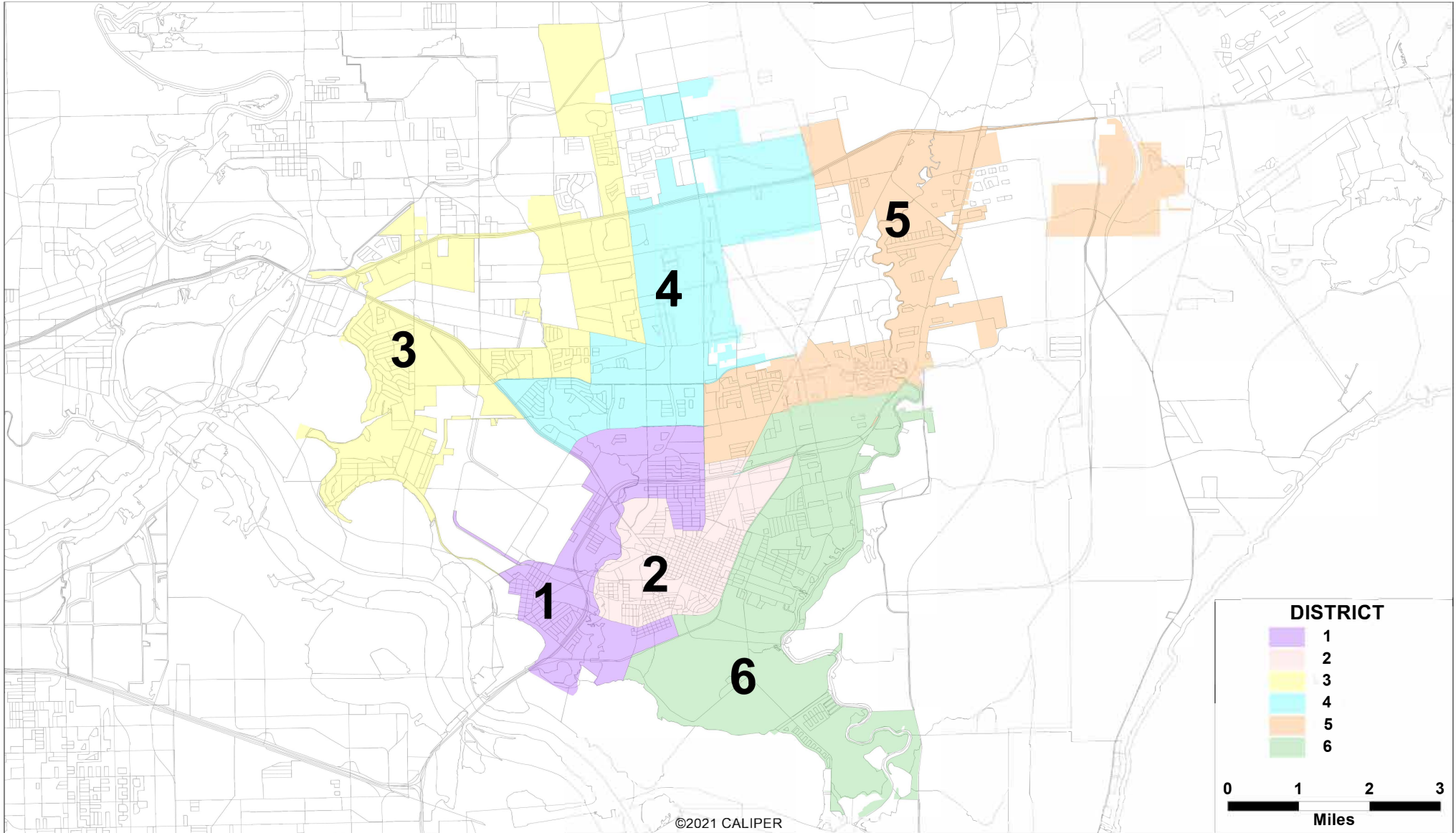
ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney

# EXHIBIT "A"





## CITY COUNCIL MEETING

4. a.

**Meeting Date:** 02/10/2022

**Subject:** Construction Contract with Construction Masters of Houston, Inc., for the Citizen's Bank Renovation Project.

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

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

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

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### **Information**

#### **ITEM**

Consider an ordinance awarding a construction contract to Construction Masters of Houston, Inc., for the Citizen's Bank Renovation Project.

#### **PREFACE**

This proposed ordinance awards a construction contract to Construction Masters of Houston, Inc., (the "Contractor") for the Citizen's Bank Renovation Project in the amount of \$3,467,695.

This project was bid pursuant to Section 2269.151 of the Texas Government Code using the Competitive Sealed Proposal delivery method, based on predefined criteria as best value to the City. The criteria are noted below. Advertising for the project commenced on November 4, 2021, and November 11, 2021. A mandatory pre-bid meeting was held on November 16, 2021, at 9:00 A.M. A total of five (5) proposals were received and publicly opened and read out loud on December 2, 2021, at 2:30 P.M., via the City's electronic bidding software and Zoom. The (5) proposals received, ranged from \$2,595,000 to \$3,887,100. The proposals were evaluated utilizing the following criteria listed in the bid documents:

#### CSP Evaluation Criteria

Cost Proposal	55
Demonstrated ability to meet schedules on similar projects	5
Experience and qualifications of Contractor's key project personnel	10
Contractor's experience with subcontractors and with similar projects within the past 5 years	15
Past reputation and relationship with the City	5
Ability to commit to delivery of the project on schedule	5
Quality Assurance Program and Safety Record	5
Total	100



The highest scoring contractor firms were selected for interviews, which were conducted on December 13th and 14th, 2021. Construction Masters of Houston, Inc. received the highest total evaluation score of 89.0.

The base bid (without alternates) for the best value proposer was \$3,887,100. Five (5) deductive alternates were considered, however; alternates No. 1, 2, and 5 for were not selected due to a combination of low dollar values associated and decrease in quality, negatively affecting the design intent of the project. These alternates were included in the bid process; however, the value of the reduction was not determined to be in the best interest of the City.

The alternates included for consideration in the project cost are outlined below:

- Alternate No. 1: Provide asphaltic paving in lieu of concrete driveway and parking paving within the property boundary.

This item was not selected, as concrete was in the base bid was a lower cost than the asphalt alternate.

- Alternate No. 2: Provide 6 ft. high wood privacy fence enclosure and gates.

This item was not selected due to the base bid including masonry enclosure providing a better value, and longer life span than wood.

- Alternate No. 3: Eliminate signature chandeliers at Lobby area.

This item was selected to eliminate the chandeliers, and the contractor provided costs on an alternative lighting fixture, which resulted in a cost savings. The new lighting fixture and associated lower cost is recommended.

- Alternate No. 4: Provide new masonry material in lieu of removing and reinstalling existing façade cladding on north face.

This alternate was selected due to the cost savings and extended longevity of newer material provided.

- Alternate No. 5: Provide polished concrete flooring and resilient rubber base in lieu of Terrazzo Tile and Terrazzo Tile Base throughout building.

This alternate was not selected due to preserving the lobby aesthetic appearance. The contractor provided an alternate cost for poured in place Terrazzo, instead of tile for a cost savings. The new option of poured Terrazzo flooring is recommended.

The summary of selected Alternates for a savings of \$415,500 is:

Alternate No. 3: Eliminate base bid lobby chandeliers due to alternate lighting provide for a deduction of \$40,500.00

Alternate No. 4: New masonry façade option for a deduction of \$375,000.00

Staff met with the contractor to discuss the project challenges and additional possible savings that could be established. The contractor provided additional value engineering savings items in a post bid addendum items of that were evaluated and include:

- Value Engineering option No. 11 for lobby chandeliers; for a cost of \$23,500;
- Value Engineering option No. 12 for Field Lighting package; a savings of \$4,405;
- Value Engineering option No. 13 for three (3) in thick new masonry in lieu of four (4) in thick masonry an additional savings of \$15,000;
- Value Engineering option No. 14 for poured-in-place terrazzo for a savings of \$8,000.

The total deduction savings of the recommended Alternates and Post Bid proposal items is \$419,405. The recommended savings result in a total contract amount of \$3,467,695, which includes the Base Bid, deductive alternates No. 3 and 4, and the four Post Bid Amendment items.



The contract construction duration is 559 calendar days, or eighteen (18) months, from Notice to Proceed.

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<u>Fiscal Impact</u>	
<u>Fiscal Year:</u>	2022
<u>Acct Code:</u>	35110-85001-PBSF1400-85001
<u>Source of Funds (Operating/Capital/Bonds):</u>	CIP
<u>Funds Budgeted Y/N:</u>	Y
<u>Amount Needed:</u>	\$3,467,695
<u>Fiscal Impact (Additional Information):</u>	

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<u>Attachments</u>
Ordinance - Award Construction Contract
Utility Service Letter of Recommendation
Site Map - Citizens Bank
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF CONSTRUCTION MASTERS OF HOUSTON, INC., FOR THE CITIZENS BANK RENOVATION PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH CONSTRUCTION MASTERS OF HOUSTON, INC., FOR SAID CONTRACT; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF THREE MILLION FOUR HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$3,467,695.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City Council of the City of Baytown did advertise for bids for the Citizens Bank Renovation Project to be received on December 2, 2021; and

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

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

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

Section 1: That the City Council of the City of Baytown hereby accepts the bid of Construction Masters of Houston, Inc., for the Citizens Bank Renovation Project according to the plans and specifications set forth by the City's Engineer, and authorizes payment of an amount not to exceed THREE MILLION FOUR HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$3,467,695.00) based upon the unit prices specified in the base bid, deductive alternate Nos. 3 and 4, and the post-bid amendment items, and the City Manager and the City Clerk of the City are hereby authorized and directed to execute and attest to a contract with Construction Masters of Houston, Inc., for the above-described project, said contract containing the plans, specifications, and requirements of the City's Engineer and appropriate bond requirements in accordance with the provisions of Texas Government Code, Chapter 2253.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10<sup>th</sup> day of February, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

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TREVOR FANNING, Interim City Attorney

January 27, 2022

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

Re: Utility Services Building (CSP 22-1003) 315 W Texas Ave.

Mr. Simoneaux:

On December 2<sup>nd</sup>, 2021, five (5) proposals were received for the above reference project. This project involves construction of the new Utility Services Building at the location of the historic Citizens Bank. The following is a summary of the bid evaluations.

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

- Alternate #1: Provide asphaltic paving per project manual in lieu of concrete driveway and parking paving within the property boundary.
- Alternate #2: Provide 6' high wood privacy fence enclosure and gates in lieu of split face CMU enclosure
- Alternate #3: Eliminate from scope signature chandeliers at Lobby area (per fixture and total)
- Alternate #4: Provide new masonry material in lieu of reinstalling existing façade cladding on north face.
- Alternate #5: Provide polished concrete flooring and resilient rubber base in lieu of Terrazzo Tile and Terrazzo Tile Base building.

In addition, the Contractor offered additional cost saving measures beyond the alternates:

- VE11 Alternate Chandelier fixture to be used in lieu of specified
- VE12 Alternate Field Lighting package
- VE13 New façade stone 3" thick in lieu of 4"
- VE14 Poured in place terrazzo flooring in lieu of terrazzo tiles

Three (3) construction firms participated in the competitive sealed proposal process. The proposals were checked for completeness and for mathematical errors and bid irregularities. The proposals ranged from \$2,595,000 to \$3,887,100. The competitive sealed proposal process documented in the bid documents presented the following criteria for determination of best value for the City.

Proposal Evaluation Criteria		
1)	Cost Proposal	55%
2)	Contractor's experience with subcontractors and with similar projects within past 5 years	15%
3)	Experience and qualifications of Contractor's key project personnel	10%
4)	Demonstrated ability to meet schedules on similar projects	5%
5)	Past reputation and relationship with the City	5%
6)	Quality Assurance Program and Safety Record	5%
7)	Ability to commit to delivery of the project on schedule	5%
	Total	100%

City staff met from December 3rd to review proposals and determine scoring of each proposal based on the selection criteria defined above. City staff evaluated the proposals based on the selection criteria and selected three (3) construction firms that scored the highest as indicated below to interview on December 10<sup>th</sup> and 14<sup>th</sup>, 2021.

General Contractor	Proposal Evaluation Score
Construction Masters of Houston	89.0
Sovereign Builders (DBA Construction LTD)	65.0
Frost Construction	76.0

Based on the empirical data and subsequent interviews, staff, along with Element Architects, LLC recommend that the City of Baytown award the project to Construction Masters of Houston to perform the construction of the new Utility Services Building.

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

Staff and Element Architects, LLC recommends that the City of Baytown award the Utility Services Building for a total of amount of \$3,467,695 that includes Base Bid and Alternates #8-9, and VE items #11-14.

We appreciate the continued opportunity to work with the City. If you have any questions or need additional information, please do not hesitate to contact us at 713.874.0775.

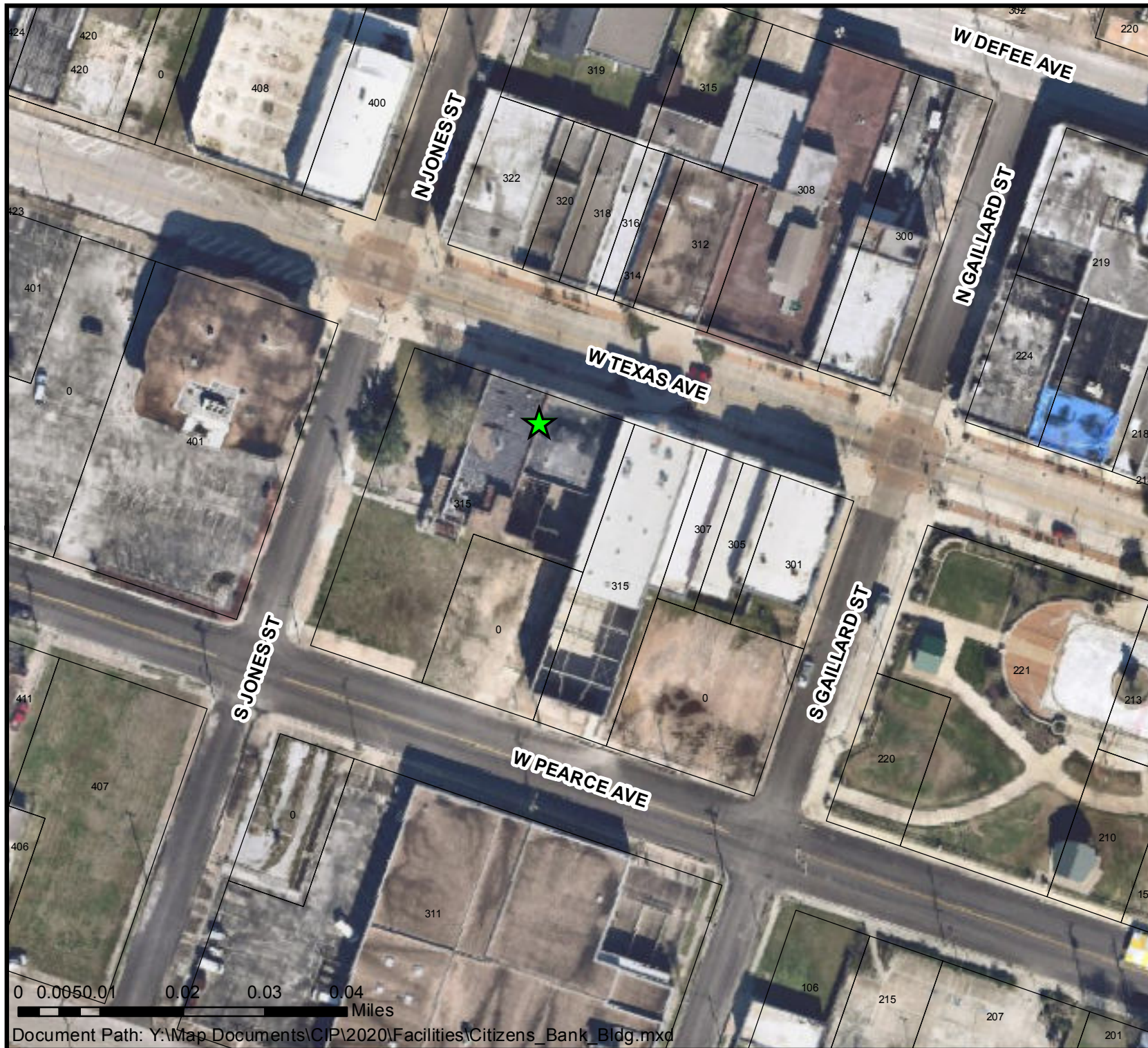
Sincerely,



Michael B. Graham, Principal / AOR  
Element Architects, LLC

						Architects Estimate:	Construction Masters of Houston		CMC Development & Construction Corporation LLC		Gadberry Construction Company Inc.		Sovereign Builders DBA Construction LTD		Frost Construction Company, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity		Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
ORIGINAL ITEMS:																
	1	Section 01505	Mobilization and Demobilization: Furnish all labor, materials, equipment and incidentals required for the Contractor to mobilize and demobilize. Refer Proposal B #1 for full description below	LS	1		\$84,930.00	\$84,930.00	\$6,000.00	\$6,000.00	\$101,268.58	\$101,268.58	\$122,013.39	\$122,013.39	\$210,000.00	\$210,000.00
	2	Div 2, 31, 32, 33	Site Work: Furnish all labor, materials, equipment, and incidentals required for site work and grubbing; Refer Proposal B #2 for full description below	LS	1		\$382,161.00	\$382,161.00	\$501,104.00	\$501,104.00	\$662,961.92	\$662,961.92	\$483,873.00	\$483,873.00	\$900,000.00	\$900,000.00
	3	Drawings / Specs	Building: Furnish all labor, material and incidentals required for the completion of the building; Refer Proposal B #3 for full description below	LS	1		\$3,149,898.00	\$3,149,898.00	\$2,677,896.00	\$2,677,896.00	\$2,553,166.33	\$2,553,166.33	\$2,771,194.73	\$2,771,194.73	\$1,400,000.00	\$1,400,000.00
	4	Drawings / Specs	Demolition: Furnish all labor, material and incidentals required for demolition; Refer Proposal B #3 for full description below	LS	1		\$270,111.00	\$270,111.00	\$120,000.00	\$120,000.00	\$115,907.09	\$115,907.09	\$81,000.00	\$81,000.00	\$85,000.00	\$85,000.00
BASE BID:						\$2,300,000.00		\$3,887,100.00		\$3,305,000.00		\$3,433,303.92		\$3,458,081.12		\$2,595,000.00
ALTERNATE ITEMS (ADDITIVE AND DEDUCTIVE):																
	3	Electrical / Interior Design	Alternate No. 3 (DEDUCT): Eliminate from scope signature chandeliers at Lobby area (per fixture)	EA	8		(\$5,062.50)	(\$40,500.00)	(\$1,954.00)	(\$15,632.00)	(\$1,998.00)	(\$15,984.00)	(\$2,150.00)	(\$17,200.00)	(\$2,000.00)	(\$16,000.00)
	4	04 42 00, Drawings	Alternate no. 4 (ADD): Provide new masonry material i n lieu of reinstalling existing façade cla dding on north face.	LS	1		(\$375,000.00)	(\$375,000.00)	\$135,000.00	\$135,000.00	\$220,401.00	\$220,401.00	\$246,900.00	\$246,900.00	\$320,000.00	\$320,000.00
BASE BID + ALTERNATES								(\$415,500.00)		\$119,368.00		\$204,417.00		\$229,700.00		\$304,000.00
AMENDED ALTERNATE ITEMS:																
	VE11		Alternate Chandelier (Lightart)	EA	8		\$2,937.50	\$23,500.00								
	VE12		Field Lighting Alternate Package	LS	1		(\$4,405.00)	(\$4,405.00)								
	VE13		New masonry, 3" thick ILO 4"	LS	1		(\$15,000.00)	(\$15,000.00)								
	VE14		Poured-in-place terrazzo	LS	2		(\$8,000.00)	(\$8,000.00)								
BASE BID + ALTERNATES + AMENDED ALTERNATES								(\$3,905.00)								
TOTAL COST:								\$3,467,695.00		\$3,424,368.00		\$3,637,720.92		\$3,687,781.12		\$2,899,000.00






## CITIZEN'S BANK BUILDING

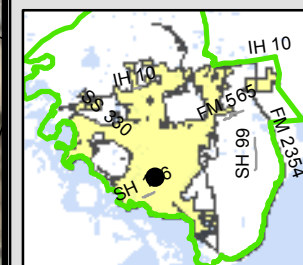


**CITIZEN'S  
BANK  
BUILDING**

### Legend

 Parcels2016

**PREPARED BY  
MATT BAILEY  
Date: 4/15/2020**



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.

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

**Project Name:** City of Baytown Renovation

**Company Name:** Construction Masters of Houston, Inc

**Department:** Engineering

**Date:** 02/03/2022

**Council Date:** 02/10/2022

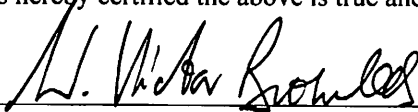
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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

02/03/2022

\_\_\_\_\_  
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

4. b.

**Meeting Date:** 02/10/2022

**Subject:** Professional Services Agreement with Hill International, Inc. for Construction Management and Inspection for the Citizens Bank Renovation Project.

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

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

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

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### **Information**

#### **ITEM**

Consider an ordinance authorizing a Professional Services Agreement with Hill International, Inc. to perform construction management and inspection services for the Citizens Bank Renovation Project.

#### **PREFACE**

This proposed resolution authorizes a professional services agreement with Hill International, Inc., to perform construction management and inspection services for the Citizens Bank building for an amount not to exceed \$181,875.

This contract will provide staff augmentation for construction management and inspection services, ensuring that construction will be conducted in accordance with the City's standards. The scope of the work includes construction management oversight and construction inspection to be performed on-site with representatives agreed upon by the City, to assist with the contractor selection process, daily monitoring of construction activities, facilitation of construction progress meetings, troubleshooting construction issues, responding to requests for information, accepting submittals for review, maintaining project construction documentation, pay application analysis, recommendations for project substantial completion, punch list oversight and project completion and closeout.

The construction duration is anticipated to be nineteen (19) months.

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### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** 35110-85001-PBSF1400-85001

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$181,875.00

**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - PSA Hill International





AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH HILL INTERNATIONAL, INC., FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CITIZENS BANK RENOVATION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$181,875.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

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

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

Section 2: That the City Council of the City of Baytown authorizes payment to Hill International, Inc., in an amount not to exceed ONE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$181,875.00) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10<sup>th</sup> day of February, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# EXHIBIT "A"

## AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

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

### 1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform Construction Management and Inspection services for Citizens Bank Renovation Project (the "Work") for and on behalf of the City. The scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed ONE HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED SEVENTY- FIVE AND NO/100 DOLLARS (\$181,875.00). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

### 2. Compensation and Professional Fees

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

1. Design Phase Services (Lump Sum).....	\$0.00
2. Bid Phase Services (Hourly Not to Exceed) .....	\$0.00
3. Construction Phase Services (Hourly Not to Exceed) .....	\$181,875.00
4. Additional Services (Lump Sum) .....	\$0.00
(These services require independent and specific advance, written authorization)	
5. Reimbursable Expenses (Not to Exceed).....	\$0.00
6. Total .....	\$181,875.00

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

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

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

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

### **3. Personnel of Consultant**

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

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

#### **4. Designation and Duties of the City's Representative**

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

#### **5. Standards of Performance**

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

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

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

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

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

## **6. Schedule**

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

## **7. Instruments of Service**

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

## **8. Insurance**

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

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

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

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

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

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



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

**9. Indemnification and Release**

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

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

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

**10. Subcontractors and Subconsultants**

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

**11. Termination of Consultant**

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

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

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

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

## **12. Records**

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

## **13. Supervision of Consultant**

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

## **14. Billing**

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

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

#### **15. Indebtedness.**

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

#### **16. Verifications.**

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

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

#### **17. Reputation in the Community**

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

#### **18. Payroll and Basic Records**

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

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

## **19. Governing Law**

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

## **20. Notices**

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

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

For the City:

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

For Consultant:

Hill International, Inc.  
Two Riverway Drive  
Suite 705  
Houston, TX 77056

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

## **21. No Third-Party Beneficiary**

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

**22. No Right to Arbitration**

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

**23. Waiver**

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

**24. Complete Agreement**

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

**25. No Assignment**

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

**26. Headings**

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

**27. Severability**

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

**28. Ambiguities**

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

**29. Authority**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, but all of which shall constitute but one and the same Agreement on the            day of           , 20           , the date of execution by the City Manager of the City of Baytown.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

CONSULTANT:

Hill International, Inc.  
(Company Name)

Robert Ferguson  
(Signature)

Robert Ferguson  
(Printed Name)

FIRST VICE PRESIDENT  
(Title)

STATE OF TEXAS            §  
   §  
COUNTY OF HARRIS    §

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

☒ known to me;

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

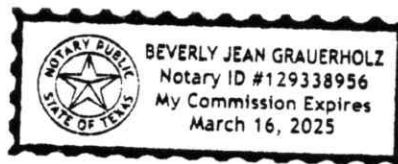
(check one)

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

SUBSCRIBED AND SWORN before me this 21<sup>st</sup> day of January, 2022

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

R:\Karen Horner\Documents\Files\Engineering\Engineering Agreements\Forms\Forms 2021\COB Agreement.doc





## **Exhibit A – Scope of Services**

### **Scope of Services**

Hill International shall render the following professional services to the City of Baytown in connection with the Citizen's Bank Renovation:

#### **1. Pre-Construction Services**

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

#### **2. Construction Inspection Services**

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

- j. Consult with City Project Manager and Design Engineer in advance of scheduled major work operations, tests, inspections or start of important phases of project.
- k. For concealed inspections (above ceiling / wall close ups), Inspector will take the notes from previous inspections and compare them to what is in place to make sure items / equipment previously inspected have not been moved and/or damaged during the continued construction process. Inspector will check for inconsistencies, such as missing fire alarms, missing fire caulk, missing in-wall items (t-stats, pull stations, etc.), installed items that have not been inspected, etc. If anything is missing or damaged, they make note of such on the inspection sheet, inform the contractor and the City Project Manager about the failed items, and then schedule a re-inspection(s).

### 3. Pay Applications

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

### 4. Document Control

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

### 5. Change Orders

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

### 6. Testing Laboratory and Results

- a. Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports in the City's Project Management program. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications
  - i. Review lab test reports and log any failures.
  - ii. Review Invoicing from Laboratory to daily activities.

7. Project Completion and Close out

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

8. Warranty Period

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

## Exhibit B – Level of Effort

## Fee Proposal

Based on the information provided by the City, we have factored our fee based on the initial pre-construction phase plus a 19-month construction schedule. Below is a Detailed Cost Breakdown for the Citizen's Bank Renovation to show the percentage of time allocated per task, per month.

Tasks		Labor			
Task	Task Description			Total Hours	Total Labor effort
		CM	CI		
		\$ 125.00	\$ 115.00		
				0	
1	Preconstruction Services	40	20	60	\$ 7,300.00
2	Construction Inspection Services	0	525	525	\$ 60,375.00
2	Construction Management Services	250	0	250	\$ 31,250.00
3	Pay Apps	52	102	154	\$ 18,230.00
4	Document control	220	0	220	\$ 27,500.00
5	Change Orders	48	24	72	\$ 8,760.00
6	Testing labotory and Results	0	4	4	\$ 460.00
7	Project Completion and Closeout	30	120	150	\$ 17,550.00
8	Warranty Period	10	80	90	\$ 10,450.00
	Total Hours	650	875	1525	\$ 181,875.00

Construction Inspector – Stephen Pearson  
Construction Manager – Heather Oberst

\*A prior discussion is required for any personnel changes.

## **Exhibit C - Schedule**

### **Schedule**

Citizen's Bank Renovation project duration will be 19 months total, February 11, 2022 and ending August 31, 2023.

The Pre-construction and early project engagement will begin February 11, 2022 which includes the interview and selection of contractor.

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

**Project Name:** City of Baytown Citizen's Bank Renovation

**Company Name:** Hill International, Inc

**Department:** Engineering

**Date:** 02/03/2022

**Council Date:** 02/10/2022

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:

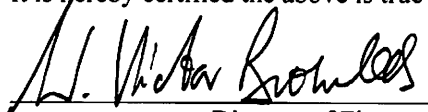
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☒ not to be indebted to the City.

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

  
\_\_\_\_\_  
Director of Finance

02/03/2022

\_\_\_\_\_  
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

4. c.

**Meeting Date:** 02/10/2022

**Subject:** Interlocal Agreement with Harris County for the acquisition of right-of-way, design, and reconstruction of Market Street.

**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 Harris County for the acquisition of right-of-way, design, and reconstruction to serve the Market Street Revitalization Project.

#### **PREFACE**

The proposed ordinance authorizes an Interlocal Agreement with Harris County for the right-of-way acquisition, design, and reconstruction to serve the Market Street Revitalization Project. This agreement is subsequent to the Interlocal Agreement with Harris County for the preliminary engineering services that was approved on July 23, 2020, under Ordinance No. 14,450.

The project will reconstruct and reconfigure Market Street from a four-lane road with center turn lane to a two-lane, divided roadway from Minnesota Street, in the west, through the West Texas Avenue intersection to West Sterling Avenue on Decker Drive and Hemphill Street on West Texas Avenue in the east.

The estimated total cost of right-of-way acquisition, design, and construction is \$12,587,248.00. The cost of design and construction is to be split evenly between Harris County (\$5,581,124.00) and the City of Baytown (\$5,581,124.00) and the City of Baytown will be responsible for right-of-way acquisition (\$1,425,000.00). The City of Baytown will commit \$7,006,124.00 with the execution of this agreement. The City is responsible for all cost overruns on this project.

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### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** 35102-85011-RW2005-85011

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** 7,006,124

**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Interlocal with Harris County

Exhibit A - Interlocal Agreement

Project Limits

Estimated Project Cost

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR THE ACQUISITION OF RIGHT-OF-WAY, DESIGN, AND RECONSTRUCTION TO SERVE THE MARKET STREET REVITALIZATION PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SEVEN MILLION SIX THOUSAND ONE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$7,006,124.00); 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 Harris County for the acquisition of right-of-way, design, and reconstruction to serve the Market Street Revitalization 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 SEVEN MILLION SIX THOUSAND ONE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$7,006,124.00) 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 10<sup>th</sup> day of February, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

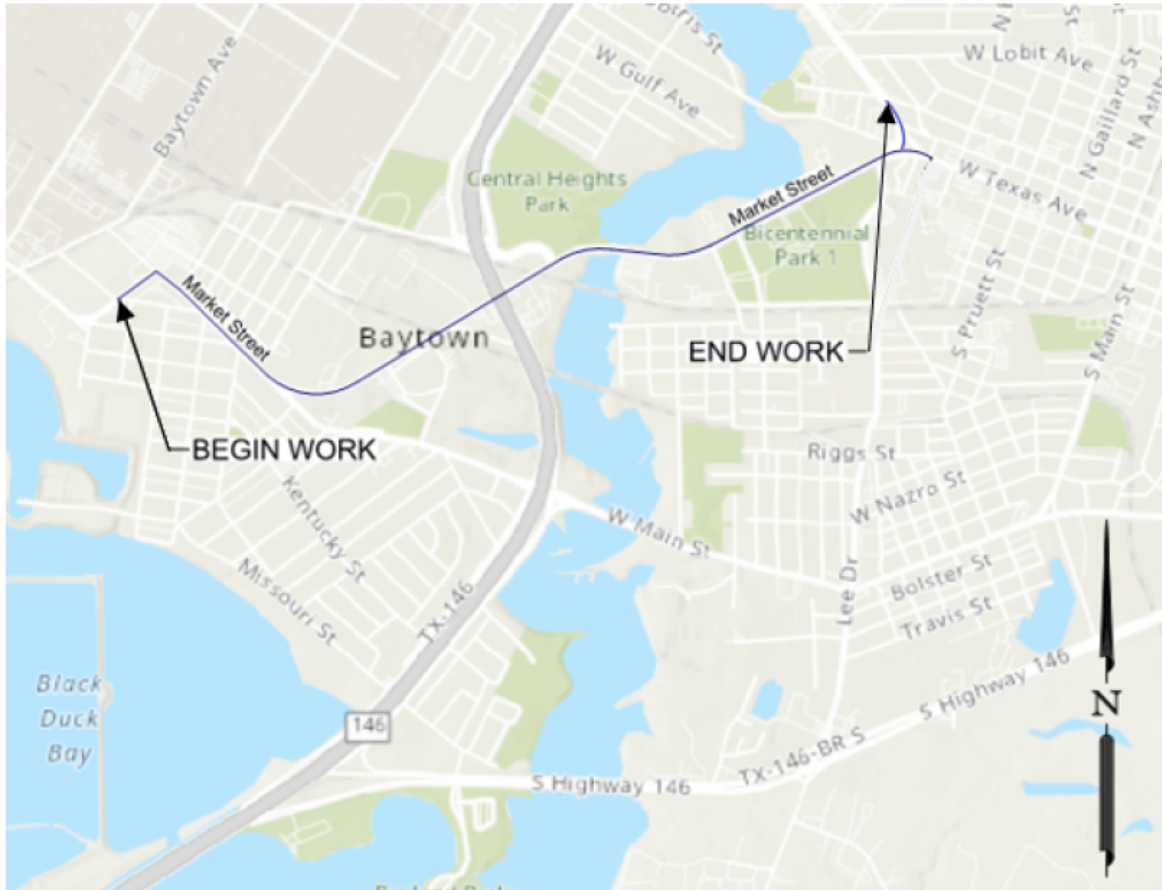
\_\_\_\_\_  
TREVOR FANNING, Interim City Attorney

## EXHIBIT 'A'

### PROJECT LOCATION AND LIMITS

MARKET STREET FROM BAYWAY TO WEST STERLING DRIVE

IN BAYTOWN, TEXAS – HARRIS COUNTY PRECINCT 2



Harris County Key Maps 690K and 690L

Market Street ILA

**Cost Breakdown**

Nov. 29, 2021

## EXHIBIT 'B'

<b>Project Limits:</b>	Market Street from Bayway to West Sterling Drive		Precinct 2
<b>Parties</b>	<b>Description</b>	<b>Cost</b>	<b>Limit</b>
Harris County Precinct 2	Design and Construction	\$ 5,581,124.00	NOT TO EXCEED
City of Baytown	Design and Construction	5,581,124.00	
City of Baytown	Right-of-Way	1,425,000.00	
<b>Total Cost</b>		\$ 12,587,248.00	



## **CITY COUNCIL MEETING**

**5. a.**

**Meeting Date:** 02/10/2022

**Subject:** Harris County Precinct 2 Partnership Project Application for Fiscal Year 2022.

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

**Prepared by:** Erwin Burden, Public Works/Engineering/BAWA

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

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### **Information**

#### **ITEM**

Consider a resolution authorizing the City Manager to submit a Partnership Project Application to Harris County Precinct 2 for Fiscal Year 2022.

#### **PREFACE**

The proposed resolution authorizes the submission of one (1) Harris County Partnership Project grant application to support infrastructure improvements, drainage improvements, street enhancements and bicycle/pedestrian mobility. Submittal of this grant application will be used for infrastructure improvements on Lee Drive. Harris County Precinct 2 is seeking potential capital improvement projects to be funded in partnership with other area agencies to serve the citizens of Harris County. The City of Baytown is eligible to compete and apply for funding under this partnership program. The following project is proposed for funding:

Lee Drive Revitalization: This project is intended to reconstruct the roadway, improve the drainage, fill in the sidewalk gaps, construct a trail, replace the aged waterline, and install new sanitary sewer lines. The goal of this project is to create an aesthetically pleasing corridor that enhances the lives of residents between Market Street in the north and the Grand Parkway in the south. We propose to use the preliminary cost estimate of \$16.5M as a not-to-exceed number for the grant application which is a 50/50 matching grant.

No City funds will be committed by this action. If a City project is selected under this program, a separate resolution will be brought to authorize any required matching funds.

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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 at this time.

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**Attachments**

Resolution - Partnership Project Grant

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO MAKE APPLICATION TO HARRIS COUNTY PRECINCT 2 FOR ONE (1) FISCAL YEAR 2022 PARTNERSHIP PROJECT GRANT ON BEHALF OF THE PUBLIC WORKS AND ENGINEERING DEPARTMENT FOR INFRASTRUCTURE IMPROVEMENTS ON LEE DRIVE; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE REPRESENTATIVE TO ACCEPT OR AFFIRM ANY GRANT AWARD THAT MAY RESULT THEREFROM; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

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

Section 1: That the City Council of the City of Baytown hereby approves and authorizes the City Manager to make application to Harris County Precinct 2 for one (1) Fiscal Year 2022 Partnership Project Grant on behalf of the Public Works and Engineering Department for infrastructure improvements on Lee Drive.

Section 2: That the City Manager is hereby designated as the authorized representative for all purposes under the grant.

Section 3: That the City Manager of the City of Baytown is hereby authorized to accept or affirm any grant award that may result from the above application.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 10<sup>th</sup> day of February, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY COUNCIL MEETING

6. a.

**Meeting Date:** 02/10/2022

**Subject:** Consider an ordinance authorizing the purchase and installation of micro-surfacing from Intermountain Slurry Seal, Inc.

**Prepared for:** Kevin Harvill, Public Works/Engineering/BAWA, Operations

**Prepared by:** Linda Newsted, Public Works/Engineering/BAWA

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

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### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase and installation of micro-surfacing from Intermountain Slurry Seal, Inc., utilizing the City of Baytown's Cooperative Purchase Agreement with the City of North Richland Hills.

#### **PREFACE**

This proposed ordinance authorizes the purchase and installation of micro-surfacing from Intermountain Slurry Seal, Inc. in the amount of \$450,330.75; which includes \$125,000.00 contingency. The City's existing Cooperative Purchase Agreement with the City of North Richland Hills allows for the utilization of their pricing for micro-surfacing. This product is applied to asphalt streets to seal, level, rejuvenate, and aid in skid resistance of existing asphalt surfaces, extending the life of the street.

This purchase includes material and labor for the installation of approximately 84,824.00 square yards of micro-surface for the following streets:

- Micro-surfacing Surface to be place in one lift at a rate of 22 to 23 lbs./SY (Dry) (Ty III) (Evergreen and Barkaloo);
- Micro-surfacing Levelup to be place in one lift at a rate of 21 lbs./SY (Dry) (Ty III) (Garth & James Bowie); and
- Micro-surfacing Surface to be place in one lift at a rate of 17 lbs./SY (Dry) (Ty II) (Garth & James Bowie).

---

### **Fiscal Impact**

**Fiscal Year:** 22  
**Acct Code:** 21121-74021  
**Source of Funds (Operating/Capital/Bonds):** Operating  
**Funds Budgeted Y/N:** Y  
**Amount Needed:** 450,330.75  
**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Purchase and Installation of Micro-Surfacing

Site Map - Evergreen

Site Map - James Bowie

Site Map - Garth Rd

Site Map - Barkaloo

Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FOUR HUNDRED FIFTY THOUSAND THREE HUNDRED THIRTY AND 75/100 DOLLARS (\$450,330.75) TO INTERMOUNTAIN SLURRY SEAL, INC., FOR THE PURCHASE AND INSTALLATION OF MICRO-SURFACING, THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF NORTH RICHLAND HILLS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City Council of the City of Baytown has approved an Interlocal Agreement for cooperative purchasing with the City of North Richland Hills; and

WHEREAS, pursuant to such agreement, the City may make purchases based upon the bids received by the City of North Richland Hills; and

WHEREAS, the City of North Richland Hills has taken bids for the purchase and installation of micro-surfacing from Intermountain Slurry Seal, Inc.; 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 FOUR HUNDRED FIFTY THOUSAND THREE HUNDRED THIRTY AND 75/100 DOLLARS (\$450,330.75) to Intermountain Slurry Seal, Inc., for the purchase and installation of micro-surfacing, through a cooperative purchasing agreement with the City of North Richland Hills.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price specified in Section 1 hereof 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 10<sup>th</sup> day of February, 2022.

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

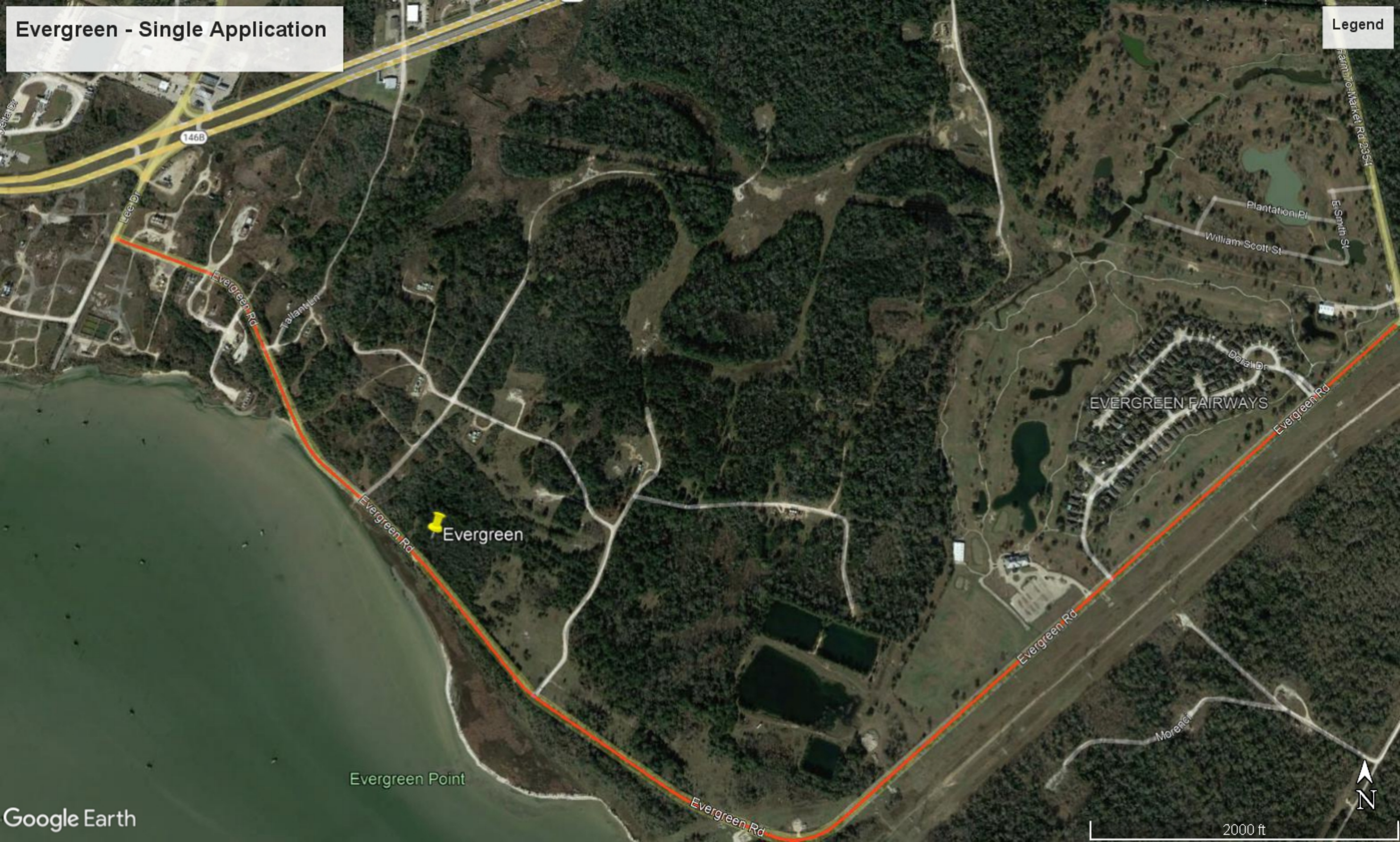
ATTEST:

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

APPROVED AS TO FORM:

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

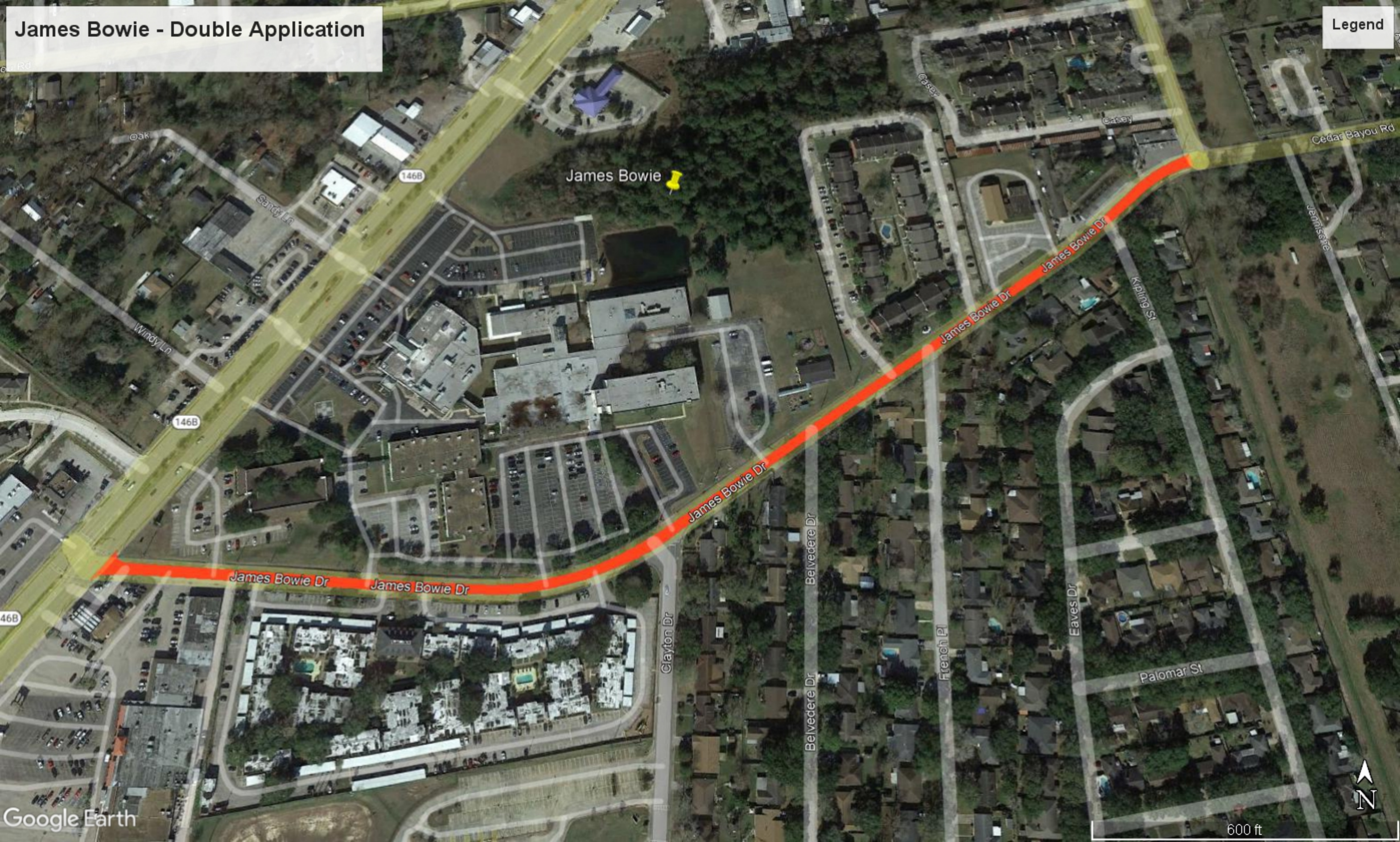






James Bowie - Double Application

Legend





Garth Road - Double Application

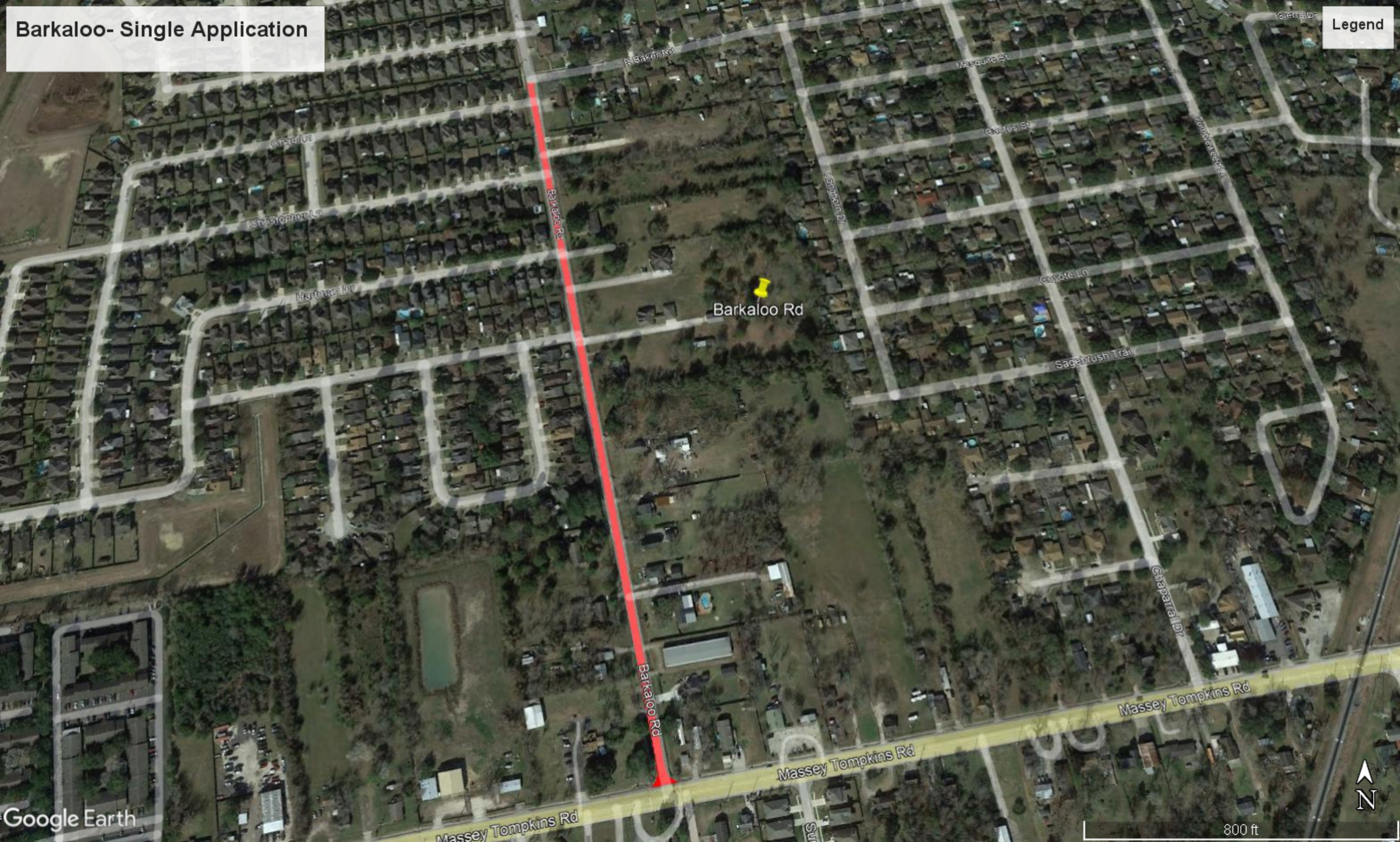
Legend





Barkaloo- Single Application

Legend





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

**Project Name:** Micro-surfacing City Streets

**Company Name:** Intermountain Slurry Seal, Inc.

**Department:** Public Works

**Date:** 1/31/2022

**Council Date:** 02/10/2022

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:

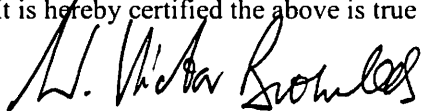
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☒ not to be indebted to the City.

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



1/31/2022

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. b.

**Meeting Date:** 02/10/2022

**Subject:** Purchase of Search Cameras and Kits from the 2021 UASI Grant for the Fire Department's Structural Collapse Technical rescue Team

**Prepared for:** Kenneth Dobson, Fire

**Prepared by:** Victor Medrano, Fire

**Department:** Fire

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### **Information**

#### **ITEM**

Consider an ordinance authorizing the purchase of two (2) SearchCam 3000, two (2) Hasty Search Kits, and two (2) US&R Delsar ID3-6 Victim Locator from Safeware, through the Omnia Partners COOP for the Baytown Fire Department's Structural Collapse/Technical Rescue Team.

#### **PREFACE**

This proposed ordinance authorizes the purchase of two (2) SearchCam 3000, two (2) Hasty Search Kits, and two (2) US&R Delsar ID3-6 Victim Locator from Safeware for the Baytown Fire Department's Structural Collapse/Technical Rescue Team through Omnia Partners Contract #4400008468.

This equipment is being purchased as part of the 2021 UASI Grant and gives the Technical Rescue Team the capability of locating victims of a structural collapse utilizing cameras and seismic abilities.

---

### **Fiscal Impact**

**Fiscal Year:** 21/22

**Acct Code:** 21068-84042-FG21068-84042

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** 91,496.58

**Fiscal Impact (Additional Information):**

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### **Attachments**

Ordinance - Purchase of Search Cameras and Kits for the Fire Department's Structural Collapse Technical Rescue Team

Safeware Quote

Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF NINETY-ONE THOUSAND FOUR HUNDRED NINETY-SIX AND 58/100 DOLLARS (\$91,496.58) TO SAFEWARE, INC., FOR THE PURCHASE OF TWO (2) SEARCHCAM 3000, TWO (2) HASTY SEARCH KITS, AND TWO (2) US&R DELSAR ID3-6 VICTIM LOCATORS FOR THE BAYTOWN FIRE DEPARTMENT'S STRUCTURAL COLLAPSE/TECHNICAL RESCUE TEAM, THROUGH OMNIA PARTNERS PURCHASING COOPERATIVE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, the City of Baytown is a member of the cooperative purchasing program established under Sections 271.082 and 271.083 of the Texas Local Government Code; and

WHEREAS, the Omnia Partners Purchasing Cooperative's Public Sector Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

WHEREAS, the City of Baytown, in making a purchase under a state contract through such cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of NINETY-ONE THOUSAND FOUR HUNDRED NINETY-SIX AND 58/100 DOLLARS (\$91,496.58) to Safeware, Inc., for the purchase of two (2) SearchCam 3000s, two (2) Hasty Search Kits, and two (2) US&R Delsar ID3-6 Victim Locators for the Baytown Fire Department's Structural Collapse/Technical Rescue Team, through Omnia Partners Purchasing Cooperative.

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 10<sup>th</sup> day of February, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

---

TREVOR FANNING, Interim City Attorney





# QUOTATION

4403 Forbes Blvd.  
Lanham, MD 20706-4328  
USA  
301-683-1234  
www.safewareinc.com

Order Number	
1860281	
Order Date	Page
01/13/2022 11:20:35	1 of 2

Quote Expires On: 01/27/2022

**Bill To:**                      **Customer ID:**      54075

City of Baytown  
Accounts Payable  
PO Box 424  
Baytown, TX 77522  
USA

**Ship To:**

City of Baytown  
Fire Administration  
201 E Wye Dr  
Baytown, TX 77521

Requested By: Lt Shawn Russi

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
Savox Quote	Lori Orantes	lorantes@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Bill Freight	301-683-1212	301-683-1200
<i>Sales Representative</i>		
Casey Kneese		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
2.00	0.00	2.00	EA		CON 6000-11-001	EA	15,360.98	30,721.96
				1.0	SearchCam 3000, Victim Location Cam	1.0		
2.00	0.00	2.00	EA		CON 6000-22-001	EA	14,487.80	28,975.60
				1.0	Hasty Search Kit	1.0		
					•New Ruggedized Camera			
					•Seismic Victim Location Abilities			
					•Heavy Duty Single Storage Case			
					•Rapid to Deploy			
					•Interchangeable Batteries			
					•Extremely Cost Effective			
2.00	0.00	2.00	EA		CON 6020-01-016	EA	15,899.51	31,799.02
				1.0	US&R DELSAR ID3- 6 VICTIM LOCATOR	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468	1.0		
					Lead Agency: Fairfax County, VA			
					Public Safety and Emergency Preparedness			
					Standard freight within continental US is paid, all			
					HAZMAT or expedited freight will be billed.			
					*Register with OMNIA at			
					www.omniapartners.com/publicsector			



# QUOTATION

4403 Forbes Blvd.  
Lanham, MD 20706-4328  
USA  
301-683-1234  
www.safewareinc.com

Order Number	
1860281	
Order Date	Page
01/13/2022 11:20:35	2 of 2

Quote Expires On: 01/27/2022

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Disp.</i>	<i>Item Description</i>	<i>UOM</i>		
			<i>Unit Size</i>			<i>Unit Size</i>	<i>Price</i>	<i>Price</i>

Total Lines: 4

**SUB-TOTAL:** 91,496.58

**TAX:** 0.00

**AMOUNT DUE:** 91,496.58

Actual freight added per freight terms

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

**Project Name:** Purchase of Search Cameras and Search Kits

**Company Name:** Safeware

**Department:** Fire

**Date:** 01/20/2022

**Council Date:** 02/10/2022

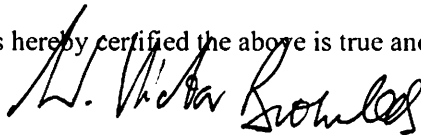
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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

01/20/2022

\_\_\_\_\_  
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:** 02/10/2022

**Subject:** Consider an ordinance renewing the Annual Electrical Services Contract

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Carla Hommel, Finance

**Department:** Finance

---

### **Information**

#### **ITEM**

Consider an ordinance renewing the Annual Electrical Services Contract with Baytown Electric Company.

#### **PREFACE**

This proposed ordinance awards the third renewal of the Annual Electrical Services Contract to Baytown Electric Company in the amount of \$250,000.

The annual Electrical Services Contract is used by all departments for electrical service including emergency electrical repair, bucket truck service, repair, new installations, and miscellaneous electrical services. Bucket truck service is primarily used by the Parks and Recreation Department. Baytown Electric has elected to take the annual CPI increase of 7%.

Baytown Electric Company continues to provide excellent service to the City.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** varies

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$250,000.00

#### **Fiscal Impact (Additional Information):**

This is a service contract for electrical services for all departments with varying org/account numbers throughout the term of the contract.

---

### **Attachments**

Ordinance - Renewal of Annual Electrical Services Contract

Indebtedness Certification

---

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL ELECTRICAL SERVICES CONTRACT WITH BAYTOWN ELECTRIC COMPANY AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

\*\*\*\*\*

WHEREAS, Baytown Electric Company was awarded the Annual Electrical Services Contract on February 14, 2019; and

WHEREAS, such contract was renewed on March 26, 2020, and again on February 25, 2021, and may be renewed for an additional one-year period; and

WHEREAS, Baytown Electric Company has indicated its willingness to renew the contract for an additional year under the same terms and conditions with a 7% Consumer Price Index increase; and

WHEREAS, the Administration has reviewed the market conditions and recommends renewal as being in the best interest of the City; 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 renews the Annual Electrical Services Contract with Baytown Electric Company in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) and authorizes 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 10<sup>th</sup> day of February, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**Project Name:** Contract 058-22 Annual Electrical Services

**Company Name:** Baytown Electric

**Department:** Finance

**Date:** 1/27/2022

**Council Date:** 02/10/2022

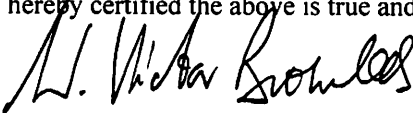
A review of the above-described company was made in accordance with 2-663 of the City of Baytown Code of Ordinances and the aforementioned company was found:

☐ 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

1/27/2022

\_\_\_\_\_  
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. d.

**Meeting Date:** 02/10/2022

**Subject:** Consider an ordinance renewing the Annual Electrical Motor Control Service Contract

**Prepared for:** Victor Brownlees, Finance

**Prepared by:** Carla Hommel, Finance

**Department:** Finance

---

### **Information**

#### **ITEM**

Consider an ordinance renewing the Annual Electrical Motor Control Service Contract with Baytown Electric Company.

#### **PREFACE**

This proposed ordinance awards the third renewal of the Annual Electrical Motor Control Service Contract with Baytown Electric Company (the "Contractor") in the amount of \$100,000, which includes the Contractors' elected annual 7% CPI increase.

This Annual Electrical Motor Service Contract is primarily used by the wastewater treatment plants and lift stations for control panel board electrical work; therefore, the specialized knowledge of motor control centers and electrical equipment is required.

Baytown Electric Company continues to provide excellent service to the City.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:** varies

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

**Funds Budgeted Y/N:** Y

**Amount Needed:** \$100,000.00

#### **Fiscal Impact (Additional Information):**

Primarily this contract is used by the wastewater treatment plants and lift stations. This contract is not limited to usage by only the WWT Plants and therefore varied org/account numbers may be utilized.

---

### **Attachments**

Ordinance - Renewal of Annual Electrical Motor Control Service Contract  
Indebtedness Certification

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS,  
RENEWING THE ANNUAL ELECTRICAL MOTOR CONTROL SERVICE  
CONTRACT WITH BAYTOWN ELECTRIC COMPANY AND AUTHORIZING  
PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE  
HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00); MAKING OTHER  
PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE  
DATE THEREOF.

\*\*\*\*\*

WHEREAS, Baytown Electric Company was awarded the Annual Electrical Motor Control Service Contract on February 14, 2019; and

WHEREAS, such contract was renewed on March 26, 2020, and again on February 25, 2021, and may be renewed for an additional one-year period; and

WHEREAS, Baytown Electric Company has indicated its willingness to renew the contract for an additional year under the same terms and conditions with a 7% Consumer Price Index increase; and

WHEREAS, the Administration has reviewed the market conditions and recommends renewal as being in the best interest of the City; 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 renews the Annual Electrical Motor Control Service Contract with Baytown Electric Company in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and authorizes 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 10<sup>th</sup> day of February, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

R:\Karen Anderson\ORDINANCES\2022\2022.02.10\RenewAnnualElectricalMotorControlServiceContract.docx



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

**Project Name:** Contract 058-22 Annual Electrical Motor Control Contract

**Company Name:** Baytown Electric

**Department:** Finance

**Date:** 1/27/2022

**Council Date:** 02/10/2022

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:

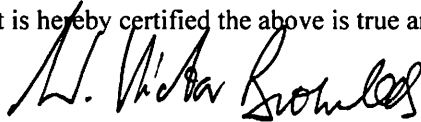
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☒ not to be indebted to the City.

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



Director of Finance

1/27/2022

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:** 02/10/2022

**Subject:** Consider Renaming Two (2) City Parks.

**Prepared for:** Scott Johnson, Parks and Recreation

**Prepared by:** Scott Johnson, Parks and Recreation

**Department:** Parks and Recreation

---

### **Information**

#### **ITEM**

Consider a resolution approving the name change for two (2) City of Baytown parks.

#### **PREFACE**

This proposed resolution approves the name change of two (2) City of Baytown future parks.

In 1999, the City of Baytown accepted the donation from George and Freda Chandler of about 50 acres of vacant land located at 6434 Crosby Cedar Bayou Road. The future arboretum site was named the George and Freda Chandler Arboretum and Park. The future arboretum site was relocated to be part of the Baytown Nature Center on the abandoned West Little League site at Westwood Park, 210 W. Schrek last fall. The site was formerly dedicated on November 13, 2020.

At this time, the Parks and Recreation Advisory Board has voted unanimously to recommend the following name changes:

- George and Freda Chandler Arboretum and Park to The George and Freda Chandler Park
- Westwood Park to the George and Freda Chandler Arboretum

The Chandler family has no objections to the recommended change.

At its January 6, 2021, meeting, the Parks and Recreation Advisory Board approved the name changes and is seeking Council's approval.

---

### **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 at this time.

---

**Attachments**

Resolution - Renaming City Parks

---

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,  
TEXAS, APPROVING THE NAME CHANGE FOR TWO (2) CITY OF  
BAYTOWN PARKS; AND PROVIDING FOR THE EFFECTIVE DATE  
THEREOF.

\*\*\*\*\*

WHEREAS, in 1999, the City of Baytown accepted the donation from George and Freda Chandler of about 50 acres of vacant land located at 6434 Crosby Cedar Bayou Road; and

WHEREAS, the future arboretum sight was named the George and Freda Chandler Arboretum and Park; and

WHEREAS, last fall, the future arboretum site was relocated to be a part of the Baytown Nature Center on the abandoned West Little League site at Westwood Park located at 210 W. Schrek, said site being dedicated on November 13, 2020; and

WHEREAS, naming the two Parks in honor of George and Freda Chandler would be an appropriate gesture; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown, Texas, hereby renames the George and Freda Chandler Arboretum and Park to the George and Freda Chandler Park.

Section 2: That the City Council of the City of Baytown, Texas, hereby renames Westwood Park to the George and Freda Chandler Arboretum.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10<sup>th</sup> day of February, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## **CITY COUNCIL MEETING**

**6. f.**

**Meeting Date:** 02/10/2022

**Subject:** Consider Authorizing the Adoption of Policies in Connection with the CDBG-MIT Program: GLO Contract #22-085-012-D240

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

**Prepared by:** Leasa Lopez, Administration

**Department:** Administration

---

### **Information**

#### **ITEM**

Consider a resolution authorizing the adoption of the attached policies for compliance with the Community Development Block Grant - Mitigation (CDBG - MIT) Grant Program: GLO Contract #22-085-012-D240.

#### **PREFACE**

This proposed resolution authorizes the adoption of and adherence to the following policies in connection with City of Baytown participation in the federally funded Community Development Block Grant - Mitigation (CDBG-MIT) Grant Program. The City of Baytown received a CDBG-MIT award in the amount of \$32,394,113.86 for the East District Waste Water Treatment Infrastructure Improvements – Phase II project through the Texas General Land Office (GLO): Contract #22-085-012-D240.

- Citizen Participation Plan and Grievance Procedures
- Section 3 Policy
- Excessive Force Policy
- Section 504 Policy and Grievance Procedures
- Code of Conduct Policy
- Limited English Proficiency Plan; and
- Fair Housing Policy

The City further agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

---

### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:**

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

**Funds Budgeted Y/N:** N

**Amount Needed:** 0

**Fiscal Impact (Additional Information):**

No Fiscal Impact. This resolution authorizes the adoption of the attached policies only.

---

**Attachments**

Resolution - Adoption of Policies in Connection with the CDBG-MIT Program

Exhibit A - Policies

---

A RESOLUTION ADOPTING THE ATTACHED POLICIES IN CONNECTION WITH THE CITY OF BAYTOWN, TEXAS', PARTICIPATION IN FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION (CDBG-MIT) CONTRACT #22-085-012-D240 AND ADHERENCE TO THE REGULATIONS DESCRIBED THEREIN.

\*\*\*\*\*

WHEREAS, the City of Baytown, Texas, (hereinafter referred to as "City") has been awarded federal funding through a Community Development Block Grant - Mitigation (CDBG-MIT); and

WHEREAS, the City, in accordance with Section 109 of Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations, including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, the City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area; and

WHEREAS, the City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG project; and

WHEREAS, the City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing; and

WHEREAS, the City, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby adopts the following policies, which are attached hereto collectively as Exhibit "A":

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Code of Conduct Policy;
6. Limited English Proficiency Plan; and
7. Fair Housing Policy.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10<sup>th</sup> day of February, 2022.

---

BRANDON CAPETILLO, Mayor

ATTEST:

---

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

---

TREVOR FANNING, Interim City Attorney



## EXHIBIT "A"

### **THE CITY OF BAYTOWN CITIZEN PARTICIPATION PLAN COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM**

#### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Community Development Block Grant (CDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Baytown, 2401 Market St., Baytown, Texas 77520, 281-420-6504, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project, whether it is a proposed, ongoing, or completed CDBG-MIT project, may during regular business hours submit such complaint or grievance, in writing to the City, at 2401 Market St., Baytown, Texas 77520 or may call 281-420-6504.
2. A copy of the complaint or grievance shall be transmitted by the City to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

#### TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the

use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG-MIT project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a CDBG-MIT application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a CDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the

grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable CDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the CDBG program, and the use of past CDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the CDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by CDBG, proposed to be made in the use of CDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the CDBG project, the City shall hold a public hearing and review its program performance including the actual use of the CDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the CDBG project or for the closeout of the CDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the CDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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Brandon Capetillo, Mayor

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Date

## Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Baytown agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD to the Grant Recipient.
- G. Submit reports as required by HUD regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Baytown, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

---

Brandon Capetillo  
Mayor, City of Baytown

---

Date

## **Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), the City of Baytown hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Baytown to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Baytown to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Baytown will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Baytown, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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Brandon Capetillo  
Mayor, City of Baytown

---

Date

## **SECTION 504 POLICY AGAINST DISCRIMINATION BASED ON HANDICAP AND GRIEVANCE PROCEDURES**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Baytown hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Baytown does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Baytown's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Baytown shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, the City of Baytown shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Baytown to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to: **Brian Moran, Asst. to the City Manager, 2401 Market St., Baytown, TX 77520, 281-420-6504**, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
  - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
  - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Brian Moran, Asst. to the City Manager**. Informal

- but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Brian Moran, Asst. to the City Manager** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
  - g. The Section 504 coordinator shall maintain the files and records of the City of Baytown relating to the complaints files.
  - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Baytown within ten working days after the receipt of the written determination/resolution.
  - i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
  - j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Baytown complies with Section 504 and HUD regulations.

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Brandon Capetillo  
Mayor, City of Baytown

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Date

## Limited English Proficiency Plan

Name Grantee:	City of Baytown
Community Population:	1,259
LEP population:	6.4%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	English Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input type="checkbox"/>	Other program documents: _____

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: <u>City will retain translation services upon request</u>
<input checked="" type="checkbox"/>	Interpreter services: <u>City will retain translation services upon request</u>
<input type="checkbox"/>	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>City will provide translated documents upon request and retain services to accommodate populations with limited English proficiency</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>City will coordinate with Spanish-speaking community liaisons as appropriate</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>City will conduct public meetings in multiple languages upon request</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>City will reference the availability of accommodations in public notices and post documents to accommodate LEP persons in public buildings</u>
<input type="checkbox"/>	Other services: _____

\_\_\_\_\_  
Brandon Capetillo, Mayor

\_\_\_\_\_  
Date



## Fair Housing Policy

In accordance with Fair Housing Act, the City of Baytown hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Baytown agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Baytown agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Baytown will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Baytown, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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Brandon Capetillo  
Mayor, City of Baytown

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Date

# **CODE OF CONDUCT/PROGRAM PROCUREMENT POLICY CITY OF BAYTOWN**

## **CODE OF CONDUCT**

As a Grant Recipient of a federal or state grant contract (including CDBG), the City of Baytown shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Baytown shall participate in the selection, award, or administration of a contract supported by federal or state grant funds (including CDBG) if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Baytown shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving federal or state grant funds (including CDBG), that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award, or that is required to complete some or all work under the federal or state grant contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award (including CDBG), or that is required to complete some or all work under the federal or state grant contract in order to meet a National Program Objective, that might potentially receive benefits from the federal or state grant award may not participate

in the selection, award, or administration of a contract supported by federal or state grant funding.

Any alleged violations of these standards of conduct shall be referred to the City of Baytown's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

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Brandon Capetillo  
Mayor, City of Baytown

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Date



## **CITY COUNCIL MEETING**

**6. g.**

**Meeting Date:** 02/10/2022

**Subject:** Consider Authorizing the Adoption of Policies in Connection with the CDBG-MIT Program: GLO Contract #22-082-020-D258

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

**Prepared by:** Leasa Lopez, Administration

**Department:** Administration

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### **Information**

#### **ITEM**

Consider a resolution authorizing the adoption of the attached policies for compliance with the Community Development Block Grant - Mitigation (CDBG - MIT) Grant Program: GLO Contract #22-082-020-D258.

#### **PREFACE**

This proposed resolution authorizes the adoption of and adherence to the following policies in connection with City of Baytown participation in the federally funded Community Development Block Grant - Mitigation (CDBG-MIT) Grant Program. The City of Baytown received a CDBG-MIT award in the amount of \$3,236,049.01 for the Texas Avenue Drainage Improvements – Phase II project through the Texas General Land Office (GLO): Contract #22-082-020-D258.

- Citizen Participation Plan and Grievance Procedures
- Section 3 Policy
- Excessive Force Policy
- Section 504 Policy and Grievance Procedures
- Code of Conduct Policy
- Limited English Proficiency Plan; and
- Fair Housing Policy

The City further agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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### **Fiscal Impact**

**Fiscal Year:** 2022

**Acct Code:**

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

**Funds Budgeted Y/N:** N

**Amount Needed:** 0

**Fiscal Impact (Additional Information):**

No fiscal impact. This resolution authorizes the adoption of the attached policies only.

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## **Attachments**

Resolution - Adoption of Policies in Connection with the CDBG-MIT Program

Exhibit A - Policies

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A RESOLUTION ADOPTING THE ATTACHED POLICIES IN CONNECTION  
WITH THE CITY OF BAYTOWN, TEXAS', PARTICIPATION IN  
FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT -  
MITIGATION (CDBG-MIT) CONTRACT #22-082-020-D258 AND  
ADHERENCE TO THE REGULATIONS DESCRIBED THEREIN.

\*\*\*\*\*

WHEREAS, the City of Baytown, Texas, (hereinafter referred to as "City") has been awarded federal funding through a Community Development Block Grant - Mitigation (CDBG-MIT); and

WHEREAS, the City, in accordance with Section 109 of Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations, including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, the City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area; and

WHEREAS, the City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG project; and

WHEREAS, the City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing; and

WHEREAS, the City, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby adopts the following policies, which are attached hereto collectively as Exhibit "A":

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Code of Conduct Policy;
6. Limited English Proficiency Plan; and
7. Fair Housing Policy.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 10<sup>th</sup> day of February, 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

## EXHIBIT "A"

### **THE CITY OF BAYTOWN CITIZEN PARTICIPATION PLAN COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM**

#### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Community Development Block Grant (CDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Baytown, 2401 Market St., Baytown, Texas 77520, 281-420-6504, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project, whether it is a proposed, ongoing, or completed CDBG-MIT project, may during regular business hours submit such complaint or grievance, in writing to the City, at 2401 Market St., Baytown, Texas 77520 or may call 281-420-6504.
2. A copy of the complaint or grievance shall be transmitted by the City to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

#### TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the



use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG-MIT project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a CDBG-MIT application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a CDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the

grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable CDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the CDBG program, and the use of past CDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

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2. Upon completion of the CDBG project, the City shall hold a public hearing and review its program performance including the actual use of the CDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the CDBG project or for the closeout of the CDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
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Brandon Capetillo, Mayor

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Date

## Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Baytown agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD to the Grant Recipient.
- G. Submit reports as required by HUD regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Baytown, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

---

Brandon Capetillo  
Mayor, City of Baytown

---

Date

## **Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), the City of Baytown hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Baytown to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Baytown to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Baytown will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Baytown, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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Brandon Capetillo  
Mayor, City of Baytown

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Date

## **SECTION 504 POLICY AGAINST DISCRIMINATION BASED ON HANDICAP AND GRIEVANCE PROCEDURES**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Baytown hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Baytown does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Baytown's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Baytown shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, the City of Baytown shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Baytown to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to: **Brian Moran, Asst. to the City Manager, 2401 Market St., Baytown, TX 77520, 281-420-6504**, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
  - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
  - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Brian Moran, Asst. to the City Manager**. Informal

- but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Brian Moran, Asst. to the City Manager** and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
  - g. The Section 504 coordinator shall maintain the files and records of the City of Baytown relating to the complaints files.
  - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Baytown within ten working days after the receipt of the written determination/resolution.
  - i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
  - j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Baytown complies with Section 504 and HUD regulations.

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Brandon Capetillo  
Mayor, City of Baytown

---

Date

## Limited English Proficiency Plan

Name Grantee:	City of Baytown
Community Population:	1,259
LEP population:	6.4%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	English Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input type="checkbox"/>	Other program documents: _____

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: <u>City will retain translation services upon request</u>
<input checked="" type="checkbox"/>	Interpreter services: <u>City will retain translation services upon request</u>
<input type="checkbox"/>	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>City will provide translated documents upon request and retain services to accommodate populations with limited English proficiency</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>City will coordinate with Spanish-speaking community liaisons as appropriate</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>City will conduct public meetings in multiple languages upon request</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>City will reference the availability of accommodations in public notices and post documents to accommodate LEP persons in public buildings</u>
<input type="checkbox"/>	Other services: _____

Brandon Capetillo, Mayor

Date

## **Fair Housing Policy**

In accordance with Fair Housing Act, the City of Baytown hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Baytown agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Baytown agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Baytown will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Baytown, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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Brandon Capetillo  
Mayor, City of Baytown

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Date



# **CODE OF CONDUCT/PROGRAM PROCUREMENT POLICY**

## **CITY OF BAYTOWN**

### **CODE OF CONDUCT**

As a Grant Recipient of a federal or state grant contract (including CDBG), the City of Baytown shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Baytown shall participate in the selection, award, or administration of a contract supported by federal or state grant funds (including CDBG) if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Baytown shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving federal or state grant funds (including CDBG), that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award, or that is required to complete some or all work under the federal or state grant contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award (including CDBG), or that is required to complete some or all work under the federal or state grant contract in order to meet a National Program Objective, that might potentially receive benefits from the federal or state grant award may not participate

in the selection, award, or administration of a contract supported by federal or state grant funding.

Any alleged violations of these standards of conduct shall be referred to the City of Baytown's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

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Brandon Capetillo  
Mayor, City of Baytown

---

Date



## CITY COUNCIL MEETING

7. a.

**Meeting Date:** 02/10/2022

**Subject:** Appointments: Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD)

**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 one (1) appointment to the Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD) board.

#### **PREFACE**

The Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD) board is responsible for maintaining and implementing new initiatives to continue the reduction in the number of fires and to enhance public safety through Emergency Medical Services without a substantial increase in the ad valorem tax rate.

The board consists of seven (7) citizens committed to fire control, prevention, and emergency medical services in the City of Baytown. Each member of the City Council appoints a Fire Control, Prevention, and Emergency Medical Services District Member, who does not have to be a resident of the Council member's district. Each appointee serves a two (2) year term.

The following board members have a term that has expired:

<b>Board Member</b>	<b>Position</b>	<b>Term Expired</b>	<b>If Appointed Term Would Expire:</b>	<b>No. of Consecutive Terms</b>
Vacancy	District 3 Appointee	N/A	08/31/2023	0
Maurice Watts	District 6 Appointee	08/31/2021	08/31/2023	6

At this time, Council Member Mike Lester would like to nominate Mr. Maurice Watts for re-appointment as the District 6 Appointee. If appointed, the two-year term will commence immediately and expire on August 31, 2023. Additionally, there is one (1) vacancy on this Board, which is a District No. 3 nomination and at this time we do not have a nomination for consideration.

Attached for your review is the overview for the Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD) and a list of the current board members.

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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**

Overview - Baytown Fire Control, Prevention, & EMS District (FCPEMSD)

Members - Overview - Baytown Fire Control, Prevention, & EMS District (FCPEMSD)

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## **BOARDS AND COMMISSIONS**

### **FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT**

<b>NUMBER OF MEMBERS:</b>	Seven (7)
<b>APPOINTED BY:</b>	City Council
<b>COMPOSED OF:</b>	Seven (7) citizens committed to fire control, prevention, and emergency medical services in the City of Baytown. Each member of the City Council appoints a Fire Control, Prevention, and Emergency Medical Services District Member, who does not have to be a resident of the Council member's district.
<b>TERM OF OFFICE:</b>	Members serve staggered two-year terms. Initial members will draw lots to stagger their terms. Three directors will serve terms expiring September 1, 2007, and four directors will serve terms expiring September 1, 2008. Vacancies will be filled for the unexpired term of office in the same manner that the original appointment was made.
<b>MEETINGS:</b>	As needed.
<b>DUTIES:</b>	To maintain and implement new initiatives to continue the reduction in the number of fires and enhancing public safety through Emergency Medical Services without a substantial increase in the ad valorem tax rate.
<b>APPROVED:</b>	By the voters on May 13, 2006.
<b>ORDINANCE NO.:</b>	10337, passed and approved May 22, 2006

Term Tracker Report

Run Date: 11/10/21

FIRE CONTROL, PREVENTION, & EMS DISTRICT

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	<u>Start</u>	<u>End</u>
Brenda	Bradley Smith	President	Mayor At-Large	09/01/2018	08/31/2020
Maurice	Watts	Director	District 6 At-Large	09/01/2019	08/31/2021
John	Adkins	Vice President	District 1 At-Large	09/01/2020	08/31/2022
Richard	Carr	Director	District 2 At-Large	09/01/2020	08/31/2022
Barry L	Hawkins	Director	District 5 At-Large	09/01/2020	08/31/2022
Rhonda	Lopez	Director	District 4 At-Large	09/23/2021	08/31/2023
Vacant	1	Director	District 3 At-Large	09/01/2019	08/31/2023
City	Clerk	Secretary	Non Member/City Staff	09/01/2019	08/31/2023



## CITY COUNCIL MEETING

7. b.

**Meeting Date:** 02/10/2022

**Subject:** Appointments: Tax Increment Reinvestment Zone No. One (TIRZ)

**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 two (2) appointments to the Tax Increment Reinvestment Zone No. One, City of Baytown, Texas (TIRZ).

#### PREFACE

The Board of Directors of Tax Increment Reinvestment Zone No. One, City of Baytown, Texas ("TIRZ") is responsible for preparing and approving a project plan and financing plan for the Baytown Tax Increment Reinvestment Zone Number One, City of Baytown, Texas (the "Zone") and for approving participation agreements for the Zone, all of which are subject to Council approval.

The TIRZ Board of Directors consists of nine (9) members who serve a term of two years. Of the nine (9) appointments, six (6) are appointed by City Council, one (1) appointment is by Harris County, and two (2) At-Large positions. Of the six (6) appointments made by Council the following appointment term has expired, but they continue to serve until a successor is appointed or until re-appointed another term:

Board Member	Position	Term Expired	If Appointed Term Would Expire	No. of Consecutive Terms
Terry Sain	District 2 Appointee	08/31/2021	08/31/2023	5

At this time, Council Member Chris Presley would like to nominate Mr. Terry Sain to another two-year term. If appointed, the term would commence immediately and would expire on August 31, 2023.

Additionally, there are three (3) vacancies on the Board, one (1) District 6 Appointee and two (2) At-Large positions.

Board Member	Position	If Appointed Term Would Expire	Application for Consideration
Vacancy	District 6 Appointee	08/31/2023	N/A
Vacancy	Director At-Large	08/31/2023	Fredrick Harlow

Vacancy	Director At-Large	08/31/2022	N/A
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The City Clerk's Office has received an application for the At-Large position and attached is the application for the Council's Consideration. If appointed this term would commence immediately and expire on August 31, 2023.

Attached for your review is the overview of the Tax Increment Reinvestment Zone Number One (TIRZ), and a list of the current list of members.

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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**

Fredrick Harlow - Application

Overview - Reinvestment Zone No. One (TIRZ)

Members - Reinvestment Zone No. One (TIRZ)

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## Raquel.Martinez

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**From:** noreply@civicplus.com  
**Sent:** Friday, December 3, 2021 11:18 AM  
**To:** City Clerk; Angela.Jackson; Raquel.Martinez; Alisha.Segovia  
**Subject:** Online Form Submittal: Application to Serve on a Board, Commission, Committee or Task Force

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

### Application to Serve on a Board, Commission, Committee or Task Force

#### Applicant Information

Full Name of Applicant	Fredrick Harlow
Home Address	[REDACTED]
City & State	Baytown
Zip Code	[REDACTED]
Primary Phone Number	[REDACTED]
Secondary Phone Number	<i>Field not completed.</i>
Email	[REDACTED]
Secondary Email	[REDACTED]
Do you reside in Baytown?	Yes
If yes, how long? (Years & Months)	8

(Section Break)

Occupational Information	Employed
If employed, please list the following:	
Employer Name	Intact Defense
Position/ Title	Head of DoD & Enterprise Partner Relations
Employer Address	[REDACTED]

City, State & Zip

Baytown, TX [REDACTED]

(Section Break)

Preference

*In order of preference, list the Board, Commission, Committee, or Task Force on which you wish to serve:*

1st Preference TIRZ No. One, City of Baytown

2nd Preference *Field not completed.*

3rd Preference *Field not completed.*

Do you want to withhold your home address, home telephone, personal cell phone numbers and personal email as provided? Yes

(Section Break)

Applicant Questionnaire

What professional license(s), certification(s), or training do you have that may qualify you for service? 25 years of experience in government services related to communications, water/waste water, smart city applications and transportation. Degree in Business Administration.

What special experience/knowledge do you have that may qualify you for service? Twenty plus years-experience in project planning and budget allocations working in enterprise.

Please explain why you wish to volunteer to serve on a Board, Commission, Committee, or Task Force? As a resident of Baytown that comes from multiple generations of family who have served in the Baytown police department or worked in government in some capacity or another I want to help with the betterment of our community for years to come.

Please provide any additional information you feel would be useful to the City Council in considering your application. *Field not completed.*

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application. [Rick Harlow Resume June 2021.pdf](#)

Name of Applicant fredrick I harlow (Rick)

Signature

Rick Harlow

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Date

12/3/21

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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.

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Email not displaying correctly? [View it in your browser.](#)

# Rick Harlow

██████████ Baytown, TX – ██████████ – ██████████  
██

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## Executive Management

Strategic Planning - Accelerated Business Development - Global Sales Operations

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Accomplished Twenty-five years of experience in enterprise and government providing telecommunications, smart sensors, data acquisition hardware, cyber security and software build/integration.

Accredited by Forbes, Bloomberg and Gartner for heading up North American business development and operations for industrial IoT success in multiple market segments including manufacturing, energy, transportation and defense.

## Core Competencies

Visionary Leadership	Key Partnership Development	Organizational Restructuring
Global Strategic Alliances	Tactical Market Planning	Risk Management
Investment Funding	Budget & Sales Forecasting	Public & Media Relations

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## Professional Experience

### **Intact Defense, Tallahassee, Florida**

**Head of DoD & Enterprise Partner Relations** 3/19 to Present

Provide executive leadership for the development and execution of short and long-range plans of business development, product offerings and solutions for the DoD, Federal agencies and enterprise. Long standing relationships with senior and board level executives across industry.

Target market customer planning, business development and contract negotiations. Extensive experience in assessments of customer requirements for field operations of software/IoT programs within the DoD, Federal and State government, energy, supply chain and manufacturing.

Actively participate with C/VP levels, Program Office Directors, National Office staff, and technical teams in strategic planning, contract negotiations, purchasing vehicles.

Have contributed to key growth of the business within Energy, Transportation, Aviation, Federal and state software program business development, policies, program goals, objectives, and targets; developing Agency-level strategic plans, operating, and operational plans; and formulating national strategies and evaluating their effectiveness at both the national and local office levels.

# Rick Harlow

██████████ Baytown, TX – ██████████ – ██████████  
 ██████████

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## **Flutura Decision Sciences**

**SVP & Head of Americas** January 2016 to September 2018

Led North American operations and channel partner teams towards company objectives which led to be recognized by Gartner to be a top 10 Industrial IOT company in less than three years. Directly engaged with customers and alongside partners to capture business in oil and gas, aerospace and defense, manufacturing. Planned and executed business operations strategies to move from project-based revenue streams into recurring revenue streams.

Key Projects and Selected Accomplishments Included:

- Led teams through rapid growth developing sales funnel into \$140MM in TCV in three years
- Reversed under-performing territories into a profit center with \$50MM TCV in three years
- Led company to be recognized by Gartner as top ten Industrial IOT company and recognized by Bloomberg, SAP, Forbes, Deloitte, IBM, Nasscom, CIO Review and others to be a leader in the Industrial IOT industry with a focus on predictive maintenance and manufacturing optimization
- Qualified appropriate fit and profitability of strategic alliances and partnership engagements which played a key role in developing company's overall marketing strategy and domination of target markets.
- Grew North American market with key channel partners like Halliburton, Rexroth Bosch, KBR, ABB, Sprint, Verizon, Dell, Intel, ARM, Siemens, Rockwell Automation, PTC and others.

## **Integron, Rochester, NY**

**Global Vice President** 10/14 to 1/16

- Expanded global sales of IOT & Machine to Machine programs across multiple industries working with key customers and partners in Oil & Gas, Petrochemicals, Aerospace & Defense
- Exceeded targets by 140% with \$40MM in TCV and developed sales funnel into \$130MM

## **T-Mobile, Houston, TX**

**Division Executive**, 6/13 to 9/14

- Wireless and Machine to Machine sales for the company
- U.S. HQ companies focused on Wireless and M2M / IOT solutions

## **Sprint, Houston, TX**

**Machine to Machine Division Executive**, 4/10 to 6/13

- Worked alongside Sprint teams to launch the start-up Machine to Machine division.
- Led sales teams across multiple business lines including public sector, Enterprise and mid-market working with entities like Customs and Border Patrol, U.S. Marshalls, Halliburton, Exxon, Shell
- Worked with company product development teams and customers to launch new software and Internet of Things offerings and coach, train, develop eleven sales teams in the U.S. market

# Rick Harlow

[REDACTED] Baytown, TX – [REDACTED] – [REDACTED]  
[REDACTED]

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## Professional Experience

### **GTE Wireless, Houston, TX**

#### **Regional Director of Digital Solutions, 1998-2010**

Led the Digital Solutions team after being promoted on merits and sales accomplishments over an eight-year period. Led enterprise and public sector sales teams to drive innovation and technology revenue streams for the company.

- Launched new division of company called GTE TeleGo focused on machine to machine comms
- Led sales teams to exceed year of year sales quotas and KPI goals
- Developed high performing sales and management experiences in these roles

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## ACADEMIC EXPERIENCE

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AABA - Honors AIU 2013

Stanford University - Professional certificate for Internet of Things.

Currently serve on the Technology Triage board of advisor's team at Louisiana Tech University.

Currently serve on the CSIA board of advisors for LA Tech university and Louisiana State University on structural and mechanical integrity / trenchless technologies in the areas of artificial intelligence and machine learning to increase longevity of materials and reduce catastrophic failure.

## **BOARDS AND COMMISSIONS**

### **REINVESTMENT ZONE NUMBER ONE**

Ordinance No. 9197—August 9, 2001

Number of Members: Nine (9)

Appointed by: City Council (6)  
Harris County (1)  
Lee College (1)  
Goose Creek CISD (1)

Composed of: Six members appointed by City Council and one member each from each entity assessing taxes in the zone.

Terms of Office: Two (2) years, after initial appointment of one year for Positions 1, 3, 5, 7, & 9.

Chairman: Each year, City Council shall appoint one member of the board to serve as Chairman for a term of one year that begins on January 1.

Meetings: Whenever necessary.

Compensation: None.

Duties:

To prepare and approve project plan and financing plan for the Zone, to approve participation agreements for the Zone, all subject to Council approval.

Term Tracker Report

Run Date: 02/01/22

TAX INCREMENT REINVESTMENT ZONE NO 1

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	<u>Start</u>	<u>End</u>
Vacant	6	Secretary	District 6 At-Large	09/01/2021	08/31/2023
Vacant	8	Director	At-Large	09/01/2020	08/31/2022
Vacant	9	Director	At-Large	09/01/2021	08/31/2023
Brenda	Bradley Smith	Director	Harris County	09/01/2018	08/31/2020
Kyle	Carrier	Director / Asst. Secretary	District 5 At-Large	09/01/2020	08/31/2022
Oscar R.	Chapa, Jr.	Director	District 3 At-Large	09/01/2020	08/31/2022
Shannon	Ramirez	Director	District 4 At-Large	09/01/2021	08/31/2023
Terry	Sain	Chairman	District 2 At-Large	09/01/2019	08/31/2021
Gilbert	Santana	Director	District 1 At-Large	09/01/2020	08/31/2022





## CITY COUNCIL MEETING

7. c.

**Meeting Date:** 02/10/2022

**Subject:** Appointments: Baytown Redevelopment Authority

**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 two (2) appointments to the Baytown Redevelopment Authority.

#### **PREFACE**

The Board of Directors of the Baytown Redevelopment Authority ("Authority") is responsible for aiding and assisting in implementing the financing plan and construction of TIRZ projects. Directors of the Authority are appointed by position by the Mayor with the consent and approval of the City Council. The persons serving on the Board of the Authority are pursuant to its Bylaws, are the same persons appointed to the corresponding position of the Board of Directors of the TIRZ, and serve two-year terms.

Of the six (6) appointments made by Council the following appointment term has expired, but they continue to serve until a successor is appointed or until re-appointed another term:

<b>Board Member</b>	<b>Position</b>	<b>Term Expired</b>	<b>If Appointed Term Would Expire</b>	<b>No. of Consecutive Terms</b>
Terry Sain	District 2 Appointee	08/31/2021	08/31/2023	5

At this time, Council Member Chris Presley would like to nominate Mr. Terry Sain to another two-year term. If appointed, the term would commence immediately and would expire on August 31, 2023.

Additionally, there are three (3) vacancies on the Board, one (1) District 6 Appointee and two (2) At-Large positions.

<b>Board Member</b>	<b>Position</b>	<b>If Appointed Term Would Expire</b>	<b>Application for Consideration</b>
Vacancy	District 6 Appointee	08/31/2023	N/A
Vacancy	Director At-Large	08/31/2023	Fredrick Harlow
Vacancy	Director At-Large	08/31/2022	N/A

The City Clerk's Office has received an application for the At-Large position and attached is the application for the Council's Consideration. If appointed this term would commence immediately and expire on August 31, 2023.

Attached for your review is the overview of the Baytown Redevelopment Authority Board and a list of the current list of members.

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**Attachments**

- Fredrick Harlow - Application
  - Overview - Baytown Redevelopment Authority
  - Members - Baytown Redevelopment Authority
-

## Raquel.Martinez

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**From:** noreply@civicplus.com  
**Sent:** Friday, December 3, 2021 11:18 AM  
**To:** City Clerk; Angela.Jackson; Raquel.Martinez; Alisha.Segovia  
**Subject:** Online Form Submittal: Application to Serve on a Board, Commission, Committee or Task Force

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

### Application to Serve on a Board, Commission, Committee or Task Force

#### Applicant Information

Full Name of Applicant	Fredrick Harlow
------------------------	-----------------

Home Address	
--------------	--

City & State	Baytown
--------------	---------

Zip Code	
----------	--

Primary Phone Number	
----------------------	--

Secondary Phone Number	Field not completed.
------------------------	----------------------

Email	
-------	--

Secondary Email	
-----------------	--

Do you reside in Baytown?	Yes
---------------------------	-----

If yes, how long? (Years & Months)	8
------------------------------------	---

(Section Break)

Occupational Information	Employed
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If employed, please list the following:

Employer Name	Intact Defense
---------------	----------------

Position/ Title	Head of DoD & Enterprise Partner Relations
-----------------	--

Employer Address	
------------------	--

City, State & Zip

Baytown, TX [REDACTED]

(Section Break)

Preference

*In order of preference, list the Board, Commission, Committee, or Task Force on which you wish to serve:*

1st Preference TIRZ No. One, City of Baytown

2nd Preference *Field not completed.*

3rd Preference *Field not completed.*

Do you want to withhold your home address, home telephone, personal cell phone numbers and personal email as provided? Yes

(Section Break)

Applicant Questionnaire

What professional license(s), certification(s), or training do you have that may qualify you for service? 25 years of experience in government services related to communications, water/waste water, smart city applications and transportation. Degree in Business Administration.

What special experience/knowledge do you have that may qualify you for service? Twenty plus years-experience in project planning and budget allocations working in enterprise.

Please explain why you wish to volunteer to serve on a Board, Commission, Committee, or Task Force? As a resident of Baytown that comes from multiple generations of family who have served in the Baytown police department or worked in government in some capacity or another I want to help with the betterment of our community for years to come.

Please provide any additional information you feel would be useful to the City Council in considering your application. *Field not completed.*

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application. [Rick Harlow Resume June 2021.pdf](#)

Name of Applicant fredrick I harlow (Rick)

Signature

Rick Harlow

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Date

12/3/21

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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.

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Email not displaying correctly? [View it in your browser.](#)

# Rick Harlow

██████████ Baytown, TX – ██████████ – ██████████  
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## Executive Management

Strategic Planning - Accelerated Business Development - Global Sales Operations

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Accomplished Twenty-five years of experience in enterprise and government providing telecommunications, smart sensors, data acquisition hardware, cyber security and software build/integration.

Accredited by Forbes, Bloomberg and Gartner for heading up North American business development and operations for industrial IoT success in multiple market segments including manufacturing, energy, transportation and defense.

## Core Competencies

Visionary Leadership	Key Partnership Development	Organizational Restructuring
Global Strategic Alliances	Tactical Market Planning	Risk Management
Investment Funding	Budget & Sales Forecasting	Public & Media Relations

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## Professional Experience

### **Intact Defense, Tallahassee, Florida**

**Head of DoD & Enterprise Partner Relations** 3/19 to Present

Provide executive leadership for the development and execution of short and long-range plans of business development, product offerings and solutions for the DoD, Federal agencies and enterprise. Long standing relationships with senior and board level executives across industry.

Target market customer planning, business development and contract negotiations. Extensive experience in assessments of customer requirements for field operations of software/IoT programs within the DoD, Federal and State government, energy, supply chain and manufacturing.

Actively participate with C/VP levels, Program Office Directors, National Office staff, and technical teams in strategic planning, contract negotiations, purchasing vehicles.

Have contributed to key growth of the business within Energy, Transportation, Aviation, Federal and state software program business development, policies, program goals, objectives, and targets; developing Agency-level strategic plans, operating, and operational plans; and formulating national strategies and evaluating their effectiveness at both the national and local office levels.

# Rick Harlow

██████████ Baytown, TX – ██████████ – ██████████

## **Flutura Decision Sciences**

**SVP & Head of Americas** January 2016 to September 2018

Led North American operations and channel partner teams towards company objectives which led to be recognized by Gartner to be a top 10 Industrial IOT company in less than three years. Directly engaged with customers and alongside partners to capture business in oil and gas, aerospace and defense, manufacturing. Planned and executed business operations strategies to move from project-based revenue streams into recurring revenue streams.

Key Projects and Selected Accomplishments Included:

- Led teams through rapid growth developing sales funnel into \$140MM in TCV in three years
- Reversed under-performing territories into a profit center with \$50MM TCV in three years
- Led company to be recognized by Gartner as top ten Industrial IOT company and recognized by Bloomberg, SAP, Forbes, Deloitte, IBM, Nasscom, CIO Review and others to be a leader in the Industrial IOT industry with a focus on predictive maintenance and manufacturing optimization
- Qualified appropriate fit and profitability of strategic alliances and partnership engagements which played a key role in developing company's overall marketing strategy and domination of target markets.
- Grew North American market with key channel partners like Halliburton, Rexroth Bosch, KBR, ABB, Sprint, Verizon, Dell, Intel, ARM, Siemens, Rockwell Automation, PTC and others.

## **Integron, Rochester, NY**

**Global Vice President** 10/14 to 1/16

- Expanded global sales of IOT & Machine to Machine programs across multiple industries working with key customers and partners in Oil & Gas, Petrochemicals, Aerospace & Defense
- Exceeded targets by 140% with \$40MM in TCV and developed sales funnel into \$130MM

## **T-Mobile, Houston, TX**

**Division Executive**, 6/13 to 9/14

- Wireless and Machine to Machine sales for the company
- U.S. HQ companies focused on Wireless and M2M / IOT solutions

## **Sprint, Houston, TX**

**Machine to Machine Division Executive**, 4/10 to 6/13

- Worked alongside Sprint teams to launch the start-up Machine to Machine division.
- Led sales teams across multiple business lines including public sector, Enterprise and mid-market working with entities like Customs and Border Patrol, U.S. Marshalls, Halliburton, Exxon, Shell
- Worked with company product development teams and customers to launch new software and Internet of Things offerings and coach, train, develop eleven sales teams in the U.S. market

# Rick Harlow

[REDACTED] Baytown, TX – [REDACTED] – [REDACTED]  
[REDACTED]

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## Professional Experience

### **GTE Wireless, Houston, TX**

#### **Regional Director of Digital Solutions, 1998-2010**

Led the Digital Solutions team after being promoted on merits and sales accomplishments over an eight-year period. Led enterprise and public sector sales teams to drive innovation and technology revenue streams for the company.

- Launched new division of company called GTE TeleGo focused on machine to machine comms
- Led sales teams to exceed year of year sales quotas and KPI goals
- Developed high performing sales and management experiences in these roles

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## ACADEMIC EXPERIENCE

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AABA - Honors AIU 2013

Stanford University - Professional certificate for Internet of Things.

Currently serve on the Technology Triage board of advisor's team at Louisiana Tech University.

Currently serve on the CSIA board of advisors for LA Tech university and Louisiana State University on structural and mechanical integrity / trenchless technologies in the areas of artificial intelligence and machine learning to increase longevity of materials and reduce catastrophic failure.



## **BOARDS AND COMMISSIONS**

### **BAYTOWN REDEVELOPMENT AUTHORITY**

Resolution No. 1516—October 25, 2001

**Number of Members:** Nine (9)

**Appointed by:** City Council (6)  
Harris County (1)  
At-Large Members (2)

**Composed of:** Six members appointed by City Council and one member Harris County entity assessing taxes in the zone. The board is the same as the Reinvestment Zone Number One, City of Baytown

**Terms of Office:** Members serve staggered two-year terms. Four (4) members shall be appointed during odd numbered years and five (5) 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.

**Chairman:** Each year, City Council shall appoint one member of the board to serve as Chairman for a term of one year that begins on January 1.

**Meetings:** First Tuesday of each Month or whenever necessary

**Compensation:** None

**Duties:**

To aid, assist and act on behalf of the City and Board of Directors of Reinvestment Zone Number One, City of Baytown, as authorized by said bodies, to implement the Project Plan and Financing Plan, development of a policy to finance development of the Reinvestment Zone, and the development and implementation of a redevelopment policy for the City of Baytown.

Term Tracker Report

Run Date: 02/01/22

TAX INCREMENT REINVESTMENT ZONE NO 1

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	<u>Start</u>	<u>End</u>
Vacant	6	Secretary	District 6 At-Large	09/01/2021	08/31/2023
Vacant	8	Director	At-Large	09/01/2020	08/31/2022
Vacant	9	Director	At-Large	09/01/2021	08/31/2023
Brenda	Bradley Smith	Director	Harris County	09/01/2018	08/31/2020
Kyle	Carrier	Director / Asst. Secretary	District 5 At-Large	09/01/2020	08/31/2022
Oscar R.	Chapa, Jr.	Director	District 3 At-Large	09/01/2020	08/31/2022
Shannon	Ramirez	Director	District 4 At-Large	09/01/2021	08/31/2023
Terry	Sain	Chairman	District 2 At-Large	09/01/2019	08/31/2021
Gilbert	Santana	Director	District 1 At-Large	09/01/2020	08/31/2022



## **CITY COUNCIL MEETING**

**10. a.**

**Meeting Date:** 02/10/2022

**Subject:** Executive session - Sections 551.071 and 551.087 Economic Development

**Prepared for:** Trevor Fanning, Legal

**Prepared by:** Trevor Fanning, Legal

**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 a business prospect and to seek the advice of the City's attorneys on legal matters related thereto.

#### **PREFACE**

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

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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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