



CITY OF BAYTOWN

NOTICE OF MEETING

**CITY COUNCIL REGULAR MEETING
THURSDAY, JULY 14, 2022
6:30 P.M.
COUNCIL CHAMBER, CITY HALL
2401 MARKET STREET, BAYTOWN, TEXAS 77520**

For those members of the public that cannot or do not wish to be physically present at the meeting, they will be able to participate through two-way communications. For video conferencing, use the following website: www.zoom.com, click on "join a meeting" on the top right-hand corner, and input the following Meeting ID: 881 6049 6127. For telephone conferencing, please use the following toll-free number: 1-888-788-0099, Meeting ID: 881 6049 6127. The meeting can also be viewed on the local Baytown Channel 16, which can be accessed at: <https://baytown.org/1/home>.

Any person, who is participating through video/teleconferencing and is interested in speaking on any item on the agenda, must submit his/her request via email to the City Clerk at cityclerk@baytown.org. The request must include the speaker's name, address, and phone number that will be used if teleconferencing as well as the agenda item number. The request must be received prior to the posted time of the meeting.

The agenda packet is accessible to the public in both HTML and PDF formats at the following link:
[Agenda Packet](#)

For more information or questions concerning the teleconference, please contact the City Clerk's Office at (281) 420-6504.

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

PLEDGE AND INVOCATION

Council Member Charles Johnson, District No. Three

1. MINUTES

- a. Consider approving the minutes of the City Council Work Session and Regular Meeting held on June 9, 2022.

2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

- a. Recognition of Mr. Daniel "BeBe" Garcia for lifetime accomplishment regarding the most successful fast pitch team in the state.

3. **PROPOSED SPECIAL USE PERMIT AT 3404 AND 3406 WISCONSIN STREET**

- a. Conduct a public hearing for a Special Use Permit (SUP) for the reconstruction and expansion of a non-conforming use and homeless shelter located at 3404 and 3406 Wisconsin Street, on approximately 0.25 acres of land, zoned Mixed Residential at Low to Medium Densities (SF2).
- b. Consider an ordinance authorizing a request for a Special Use Permit (SUP) for the reconstruction and expansion of a non-conforming use, located at 3404 and 3406 Wisconsin Street, on approximately 0.25 acres of land, zoned Mixed Residential at Low to Medium Densities (SF2).

4. **PROPOSED REZONING AT 715 ALAMO STREET FROM GC TO SF2**

- a. Conduct a public hearing concerning a request to amend the official zoning map to rezone approximately 5.26 acres of land located at 715 Alamo Street from a General Commercial (GC) district to a Mixed Residential at Low to a Medium Densities (SF2) zoning district.
- b. Consider an ordinance concerning a request to amend the official zoning map to rezone approximately 5.26 acres of land located at 715 Alamo Street from a General Commercial (GC) district to a Mixed Residential at Low to Medium Densities (SF2) zoning district.

5. **PROPOSED ANNEXATION OF APPROXIMATELY 62.02 ACRES GENERALLY LOCATED EAST OF N MAIN STREET BETWEEN EAST WALLISVILLE ROAD AND FM 1942**

- a. Conduct the first public hearing regarding the proposed annexation of approximately 62.02 acres generally located east of North Main Street between East Wallisville Road and FM 1942.
- b. Consider an ordinance authorizing a Service Agreement with Castlerock Communities, LLC, concerning approximately 62.02 acres of land located generally east of North Main Street between East Wallisville Road and FM 1942.

6. **PROPOSED TEXT AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE FOR MIXED USE ZONING DISTRICT**

- a. Conduct a public hearing concerning the proposed text amendments to the Unified Land Development Code regarding the Mixed Use Zoning District.
- b. Consider an ordinance for the proposed text amendments to the Unified Land Development Code regarding the Mixed Use Zoning District.

7. BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR FISCAL YEAR 2022-23

- a.** Receive the Fiscal Year 2022-23 Budget of the Baytown Crime Control and Prevention District.

8. DISCUSSIONS

- a.** Receive and discuss a presentation by Bird Scooters regarding bringing their scooter business to the City of Baytown.
- b.** Discuss proposed agreement for bringing the Battleship Texas to the Bayland Marina.
- c.** Receive a Presentation Regarding the Modified Proposed FY23 Utility Rates.

9. CONSENT

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

- a.** Consider an ordinance authorizing an Amendment No. 1 with Kimley-Horn and Associates, Inc., for additional services related to additional parking for the Wayne Gray Sports Complex, Turf and Parking Improvements Project.
- b.** Consider an ordinance authorizing Change Order No. 3 for the Citizens Bank Renovation Project.
- c.** Consider an ordinance authorizing the award of the West District Wastewater Treatment Plant Rapid Mix and Aeration Basin Cleaning to Magna Flow Environmental, Inc.
- d.** Consider an ordinance awarding an Annual Mechanical Services contract to IPS Pump Services, Inc.
- e.** Consider an ordinance awarding the Annual Generator Maintenance Contract to Clifford Power Systems, Inc, through the Texas Local Government Purchasing Cooperative, BuyBoard, for the Public Works Department.
- f.** Consider an amendment to Ordinance No. 15,121 authorizing the purchase of one (1) KX-057-5R3AP Track Unit from Kubota Tractor Corporation through Sourcewell, rather than BuyBoard, for the Public Works Department.
- g.** Consider an ordinance authorizing the purchase of three (3) Ford Trucks from Silsbee Ford, through Good Buy Purchasing Cooperative, for Public Works and Engineering.

- h.** Consider an ordinance authorizing a purchase from Foster Fence LTD, through BuyBoard, for the Fire Department Project for fencing equipment and installation at Fire Stations 1, 5, and 6, and the Fire Training Academy.
- i.** Consider an ordinance authorizing Arthur J. Gallagher (AJG) Risk Management Services, Inc., as the City's insurance broker, to place the City's Cyber Liability Coverage for FY 2022-23 with Cowbell Cyber, Inc.
- j.** Consider an ordinance authorizing project acceptance and release of retainage to Kirila Fire Training Facilities, Inc., for the industrial exterior gas fired training props and thermal lining for the Fire Training Facility.
- k.** Consider an ordinance authorizing the abandonment and conveyance of an interest in a current Public Safety Zone Easement while also establishing a new Public Safety Zone Easement on the same property, located at 4919 N. Main Street.
- l.** Consider an ordinance authorizing a Wastewater Disposal Agreement with Lake Municipal Utility District.
- m.** Consider an ordinance authorizing an Economic Development Agreement for Tourism and Promotion Services with Economic Alliance Houston Port Region to enhance and promote tourism and the convention and hotel industry in Baytown, its vicinity, and throughout the San Jacinto Texas Historic District.

10. APPOINTMENTS

- a.** Consider one (1) appointment to the Community Development Advisory Committee.
- b.** Consider appointments to the Baytown Municipal Development District.
- c.** Consider appointments to the Baytown Hospitality Public Facilities Corporation.
- d.** Consider the confirmation of the City Manager's appointment of the Assistant City Manager.

11. MANAGER'S REPORT

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

12. **COUNCIL MEMBER DISTRICT REPORT**

- a. Receive a report from Council Member Charles Johnson as it relates to Council District No. Three.

13. **ADJOURN**

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

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



Posted this 11th day of July 2022, at 5:30 P.M.



CITY COUNCIL MEETING

1. a.

Meeting Date: 07/14/2022

Subject: June 9, 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

Information

ITEM

Consider approving the minutes of the City Council Work Session and Regular Meeting held on June 9, 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 June 9, 2022.

Attachments

June 9, 2022, CC WS Draft Minutes

June 9, 2022, CC Draft Minutes

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

June 9, 2022

The City Council of the City of Baytown, Texas, met in a Regular Work Session on Thursday, June 9, 2022, at 5:37 P.M. in the Council Chambers of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Charles Johnson	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 June 9, 2022, City Council Regular Work Session with a quorum present at 5:37 P.M., all members were present with the exception of the absences of Council Member Laura Alvarado, Mayor Pro Tem Presley, and Council Member Heather Betancourth.

1. **DISCUSSIONS**

a. Receive and discuss a presentation from the Animal Control Advisory Committee recommending a Community Cat Program.

Health Department Director Tony Gray gave an introduction to the item before handing it off to the Animal Control Advisory Committee. Mr. Gray relayed the Committee would present their recommendation of having a Community Cat Program for the City of Baytown. Representing the Committee was Chairperson Ellen Hollaway and Committee Member Dr. Francisco Alvarez. Also, Committee Members James Garcia and Alberto Contreras were in attendance of the meeting as well as Justin Gonzales from the Best Friends Animal Society. Mr. Gray emphasized that the Community Cat Program, by itself, would not be an end all to the City's cat issues. To execute a comprehensive plan, it would take revision of the ordinance. Mr. Gray assured the Committee was aware and had preliminary discussions about that. The Committee would discuss that more in the future based on the comments and direction of Council.

The veterinarian representative of the Animal Control Advisory Committee was Committee Member Dr. Francisco Alvarez who would give the presentation to Council. Dr. Alvarez had a PowerPoint presentation that touched on the City's feral cat issue, the Community Cat Program, citizen concerns, the American Veterinary Medical Association's (AVMA) recommendations, and then closing remarks.

Dr. Alvarez displayed pictures illustrating the feral cat population issue in Baytown. The issue of those feral cats was that they could carry diseases, parasites, and also damage the wildlife and property of citizens. Dr. Alvarez shared that one female cat could have three litters a year. If half

of those kittens were female, Dr. Alvarez ran the numbers that suggested in eight years two million cats could come out of that original female cat. He noted that was a conservative estimate as most cats had three litters with four or five kittens per litter. The Community Cat Program involved the Trap, Neuter, and Release (TNR) of cats as well as the Shelter, Neuter, and Release (SNR) of cats already in the shelter that may survive outdoors. Dr. Alvarez specified sheltered cats would be evaluated to see their chances of survivability in the wild.

About six months ago, the Best Friends Animal Society implemented a pilot program in Baytown. Best Friends had been trapping feral cats in the neighborhoods based off the nuisance calls to the animal shelter. Dr. Alvarez relayed Best Friends had TNR'ed about 231 cats. He hoped that, with the program, the community would get involved and help catch cats for that TNR process. Cost-wise, Best Friends estimated to close the year out with about \$70,000 to spay about 625 cats. Dr. Alvarez itemized that amount in a slide that listed the budget items and funding with that \$70,000 total.

On to the pros and cons of the program, the biggest pros were: 1) the reduced number of free-roaming cats; 2) reduced litters of kittens; 3) reduced mating behaviors, such as cats spraying and scratching property; and 4) zoonotic diseases contagious to people would be reduced. One of the cons Dr. Alvarez discussed about the program, was that releasing the cats back out in to the community could cause more damage. However, overall, Dr. Alvarez stated the pros outweighed the cons by far. It was not a perfect program, but it reduce all the things previously mentioned.

Dr. Alvarez's next slide quoted the concerns given by citizens. Those concerns were as followed:

- *"I don't like cats on my property."*
- *"They leave their footprints on my car."*
- *"They spray urine around my house."*
- *"They destroy my flower garden."*

The Committee's thought on those issues were that if those cats were not spayed or neutered, those problems would get bigger and bigger. Therefore, Dr. Alvarez emphasized the need to spay and neuter cats so their progeny would not come back and do the same.

In preparing for the presentation, Dr. Alvarez relayed that veterinarians were guided by the American Veterinary Medical Association (AVMA). The AVMA was a group of 100,000 veterinarians that gave guidelines for everything from anesthesia to procedures and ethics. Dr. Alvarez noted the Committee upheld those guidelines. In the AVMA's article titled "Free-Roaming Abandoned and Feral Cats," the AVMA encouraged state and local ordinances to implement programs using non-lethal strategies and increasing funding for animal control.

In conclusion, Dr. Alvarez stated the program was a start. The Committee was already discussing other changes to the ordinances to help out the efforts even more. Dr. Alvarez's job as a veterinarian was to be the advocate for animals. If the program reduced the amount of cats that came in to his office injured, without an owner, dehydrated, and diseased, Dr. Alvarez believed the community and the City had done their part. The recommendation of the Animal Control

Advisory Committee to Council was to support the implementation of the Community Cat Program.

With that, the floor was open to questions or comments from Council. Council Member Powell was curious to know how the City handled complaints currently. Mr. Gray replied there were only a few items in the ordinance that spoke to a cat nuisance. City staff would look at the particular situation and determine what was the nuisance. Then, staff would respond and evaluate—which was what Mr. Gray wished to look at moving forward with the program. Mr. Gray would like to revise the ordinance and lay out more criteria and specifics—similar to what the City had for nuisance dogs. Baytown did not have a term for what was deemed a nuisance cat. Council Member Powell stated he wanted to see a more comprehensive plan to address calls on cats.

Council Member Lester noted there was a nuisance section in the code. What would the City do on a call about a nuisance raccoon? Mr. Gray answered staff would take a look at that as it was a wild animal. Upon further discussion, Council Member Lester stated he was not opposed to the concept of TNR, but emphasized the need to deal with nuisance calls. Likewise, he stressed the need to deal with the front end of the system. Council Member Lester used the analogy that animal control could do whatever they wanted downstream, but not doing anything upstream would result in the pond always being full no matter what was done. He shared he also received calls from citizens that had called the shelter and received negative responses. Council Member Lester stated the City needed to find a way to resolve that. It was the “onesies,” not the masses of cats, that were causing the issues.

Dr. Alvarez responded that both Council Members’ brought up a great point on the “onesies.” It would be something that would need more clarity for the Committee to take back and work on. Dr. Alvarez cautioned if they did not do the program, the “onesies” would become “manies” as the cats would continue to explode. He noted those calls that Council Members received would become more as there would be that many more cats. Dr. Alvarez agreed that there needed to be more work done on the front end, but the program was something that could be implemented now. It was not difficult in the grand scheme of things and it was not terribly expensive. As they went downstream, Dr. Alvarez stated those numbers would go down to a more manageable amount.

Council Member Johnson inquired once more over the cost of the program. Mr. Gray answered \$70,000 was the support that Best Friends would be willing to participate with. The slide presented further showed the breakdown of how that money would be spent. Council Member Johnson proceeded to discuss that he not only received calls on cats, but that he had negative experiences with a cat of an irresponsible owner himself. Council Member Johnson agreed with his fellow Council Members that things needed to be done upstream which would take care more so of the complaints. If the program helped the numbers go down, Council Member Johnson would like to see a plan that included irresponsible cat owners and ways they could be identified and be made responsible for their cat. He would like to look at the matter more and talk with staff to get further recommendations and see what were the options they may have for partnerships. Council Member Johnson thanked the Committee on educating Council to see what could be done from there.

Dr. Alvarez wished to further note, in response to the issues Council Member Johnson brought forth, that the Committee was working on an ordinance that every dog and cat in the city must be

microchipped. Thus, nuisance cats would be scanned and the owner would be identified. Dr. Alvarez proposed there could perhaps be a fine or something like that, but that was what the Committee was working on and would be coming to Council soon. To that, Council Member Johnson wondered what would happen to nuisance cats that would get reported on multiple times that were strays and did not have an owner? He requested something be written in the ordinance dealing with that also.

For clarification, Mr. Gray stated when discussing upstream solutions, the City would also have to look at what constituted a nuisance cat and the mechanisms to remove a cat—or, at least have some provisions on the upstream side. Also, Mr. Gray suggested for cat owners, requiring spaying and neutering for their cat that are roaming at large. The Committee had brought up those matters and would be discussed more at their next meeting.

Council Member Johnson relayed that he had heard of programs where dogs were needed in other areas of the country and the dogs were then transported there. He questioned if there were the same options available for cats. Mr. Gray stated they had not explored that option yet, but that would definitely be something to look at.

Mayor Capetillo requested more information on the program. He spoke on the animal control center itself and that it was based on programming and doing different things. The successes were in part due to partnerships with animal advocacy and fostering groups. Mayor Capetillo believed that should be continued. Furthermore, Mayor Capetillo stated he would be open minded with the Community Cat Program. The program would not be a one-size-fits-all as the City needed to address all nuisance animals in some form or fashion. He liked the idea of transporting cats to other areas of the country that did not have the issue Baytown had. Mayor Capetillo suggested to try to partner with them as an alternative to euthanizing.

The data Mayor Capetillo was looking for was where had the program been implemented and what did that data look like? If he were to support it, Mayor Capetillo wanted the City to monitor that data. What locations would be the best and most successful in the community? He recommended to have pilot sites first and gather that data. Mayor Capetillo then shared a story on a past cat issue he resolved that left one citizen satisfied, and another not so satisfied. Thus, Mayor Capetillo stated the City would not satisfy everyone in the room nor satisfy every issue in the community. However, he believed the City needed to make a good, smart, and strategic approach to whatever program may be developed. Mayor Capetillo reiterated he was interested and would be open-minded in making the decision.

Justin Gonzalez from Best Friends then took a moment to address a few of the questions posed about upstream issues and single cats. A lot of the times, single cats were not single but tied to a group of cats that neighbors feed. Mr. Gonzalez explained that was where the SNR portion of the program came into place. Best Friends encouraged shelters to intake those cats and proceed to perform surgery, vaccinations, and return the cat to the vicinity—not to the person's property as they respected peoples' desire to keep cats off their property. As Dr. Alvarez mentioned, it was not a one-size-fits-all. That being the reason why Best Friends had to get creative and encourage local volunteers, shelter staff, and rescue groups to maintain that ongoing relationship. Best Friends did have solutions which was part of their comprehensive funding to provide that training.

The \$70,000 was what Best Friends were proposing to offer to help fund that. Mr. Gonzalez further explained that was their estimate for a six-month period. A yearly Community Cat Program would look more in the range of \$140,000. Mr. Gonzalez reiterated that was Best Friends' answer to the upstream issues of those single cats which he was happy to elaborate on in future days.

Mayor Capetillo proceeded to inquire over how many dogs were required to be considered a kennel. Mr. Gray responded with four or more dogs and the City had an ordinance that required registration. He further believed that was of local origin. With that, Mayor Capetillo suggested there be something for the City to look at for cats. As per the story he previously shared when someone had multiple cats, was that something that could also somehow be addressed? Mr. Gonzalez relayed other municipalities, such as the City of Houston, had a "Colony Cat Manager" where citizens registered with the city and were enforced to get their cats spayed and neutered. He noted that, as well, could be a solution to the nuisance issues by giving Baytown a way to manage that so they are aware of those folks.

In closing, Mayor Capetillo stated what Council was really seeking were responsible pet owners. He appreciated Best Friends and hoped they could somehow develop an established program that would address the need of nuisance issues. The last thing Mayor Capetillo wanted to do was euthanize any animal—unless, of course, for medical or veterinary reasons.

b. Discuss any or all of the agenda items on the City Council Regular Meeting Agenda for June 9, 2022, which is attached below.

Council did not have a discussion on the item.

2. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the June 9, 2022, City Council Regular Work Session at 6:13 P.M.

Angela Jackson, City Clerk
City of Baytown

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

June 9, 2022

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, June 9, 2022, at 6:33 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Chris Presley	Mayor Pro Tem
Charles Johnson	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
 Brandon Capetillo	 Mayor
 Rick Davis	 City Manager
Trevor Fanning	Interim City Attorney
John Stringer	Sergeant at Arms
Angela Jackson	City Clerk

Mayor Capetillo convened the June 9, 2022, City Council Regular Meeting with a quorum present at 6:33 P.M., all members were present with the exception of Council Member Laura Alvarado and Council Member Heather Betancourth, who were absent.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Charles Johnson.

1. MINUTES

a. Consider approving the minutes of the City Council Work Session and Regular Meeting held on May 12, 2022.

A motion was made by Council Member Charles Johnson and seconded by Council Member Mike Lester to approve the minutes of the City Council Work Session and Regular Meeting held on May 12, 2022, as submitted. The vote was as follows:

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

Nays: None

Other: Council Member Laura Alvarado (Absent) and Council Member Heather Betancourth (Absent)

Approved

2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

Human Resources Director Carol Flynt presented the item and provided a video presentation for all the individuals that received the Years of Service award for the month of June.

5 YEAR

Rogelio Gonzalez, Public Works Traffic Control Specialist I/II/III
David Salameh, Public Works Water Plant Operator III
Martha Sotelo, Municipal Court Clerk
Sabrina Martin, Library Community Engagement Manager
Phillip Davis, Human Resources Risk Coordinator
Yorel Stanley, Public Works Grading Specialist
Timothy Bellard, Public Works Heavy Equipment Specialist II
Gilbert June, Firefighter
Chloe Matula, Fire Equipment Operator
Hayden Phillips, Fire Equipment Operator
Zachary Cox, Fire Equipment Operator

10 YEAR

JC Thomas III, Public Works Administrative Technician
Thomas King, Police Patrol Officer
Raeannan Jacobs, Police Administrative Assistant

b. Mr. Sammie Dunn has requested to appear before the City Council to discuss a flooding issue at 1508 Jones Road.

Mr. Sammie Dunn, resident at 1508 Jones Road, stated he would like to address the issue of flooding around his property. In using a PowerPoint presentation, Mr. Dunn displayed a map that exhibited a flood zone and pointed to the red mark depicting where his house was located. Mr. Dunn relayed he had read the City's bylaws on how citizens were supposed to present who they had contacted through the years. As the issue had taken place over the last twenty years, Mr. Dunn displayed an email, which indicated every agency he contacted regarding this issue. For the last couple of months, Mr. Dunn had requested every agency for a permit to tear out the bridge causing the issue. Then, he displayed the flood zone map in color. He noted that the red circle on the map displayed indicated where for the last couple of days the coast guard had been down there due to leaking barges, which was barricaded off, and caused a strong odor of diesel and oil in that area.

Furthermore, Mr. Dun displayed other well-maintained flooding zones by the City of Baytown and Harris County. He indicated that he had contacted about fifteen people within Harris County Commissioner Adrian Garcia's office and no one had returned his phone calls. On his next slide, Mr. Dunn showed a for sale sign that was put up about six months ago at the edge of Kilgore and likewise, he contacted them and they have not returned his calls as he was interested in purchasing the property in order to get out of that flood zone. Mr. Dunn had spoken to City staff about

investigating and finding out who those folks were in regards to the sign; however, he did not know any further details beyond that.

The next slide indicated the construction happening on Kilgore Road by the Harris County Flood Control District. Mr. Dunn flipped through more images and stopped to discuss an image of Ward Road, which showed sewer mains lifting up with all kinds of trash and sewage coming out of it, which then goes into the ditch and winds up on Mr. Dunn's front yard. Mayor Capetillo believed what Mr. Dunn referred to as "sewer mains" was a storm water drain. Mr. Dunn countered that it did not smell like it and noted that the City continuously put in drains that fed the ditch that fed his front yard. In continuation, Mr. Dunn displayed an image of said ditch when it was full before March 6th, of which a part of it was maintained, except where Mr. Dunn pointed to the area that was ignored completely. As portrayed by another image, Mr. Dunn discussed how his neighbor rebuilt tugs, covered up culverts, and built himself a road and dam which causes water not to escape the sewer system and does not make it to the Cedar Bayou waterway. Although an estimated 2% to 5% may drip through there, the rest wound up on Mr. Dunn's and his neighbor's yard, causing flooding in the whole area.

As his speaking time was coming to an end, Mr. Dunn quickly flipped through more images of his flooded yard and the surrounding area. One image showed the dirt pile that a City Inspector was once called down for, and who stated that it would not fill up and would not cover that ditch. Another image was of the bridge completely flooded and an image of that same bridge when it was dry. Mr. Dunn noted it was not constructed well and he expressed fear to drive across it. He indicated there was water to the left and right of the bridge with no drainage at all.

In closing, Mr. Dunn stated that Council now had seen part of the damage on his property and surrounding area. He had written letters to everybody concerned and nobody had answered him as to whether anything was being done about it and if permits were required. Thus, Mr. Dunn stated he, himself, would tear that bridge out to save his house from flooding again. Mr. Dunn asked the City, the County, and the Flood District to notify that the people on the other side needed transportation or emergency vehicles to be able to get in that area, and reiterated that he did not receive a response. Lastly, Mr. Dunn expressed his financial struggles regarding rebuilding.

Mayor Capetillo expressed that he appreciated Mr. Dunn for the pictures and for coming out to speak. As there could not be an exchange during Citizen Communication, Mayor Capetillo wished for Council to hear from Mr. Dunn's Council Member representative. Council Member Lester confirmed that Mr. Dunn had visited with the Mayor and himself, and that he had gone down to the bridge himself to inspect the property. He noted that Mr. Dunn was correct in that it was on a private road, which was Jones Road. The bridge was built out of a couple of large culverts with a metal plate put across. Council Member Lester noted the issue was that as it was down a private road and the culvert bridge was on private property. It also crossed the Harris County Flood Control ditch. Council Member Lester confirmed that the bridge needed repairs.

Mr. Dunn had contacted Harris County Flood Control, but had no response, so Council Member Lester and Mayor Capetillo requested Public Works and Engineering Director Frank Simoneaux and his crew to have a look. The Public Works staff agreed it was occluded, plugged up, and needed to be cleaned out and the whole section, in fact, needed repairs; however, it was a Harris County Flood Control issue. Council Member Lester's understanding was that the City had

reached out and got Harris County Flood Control to place the issue on some type of maintenance list. Although the City of Baytown does not control Harris County, Council Member Lester understood that it was now on their list for maintenance.

Mr. Dunn had indicated on a number of occasions that he would just take the bridge out despite it not being on his property, but again, it was a Harris County Flood Control ditch on other peoples' private property. Council Member Lester stated that bridge served two residential areas, so he advised Mr. Dunn not to do that as that would be a civil issue. Most of the pictures Mr. Dunn showed had been when there was heavy flooding on the entire District 6, some of which was due to Hurricane Harvey and major rainfall. Council Member Lester explained Mr. Dunn's image of a tidal surge that backed up and covered the bridge and believed Harris County needed to step up, clean out the rest of the ditch, and clean that culvert out. He was not aware if Harris County was aware that the culverts were put in place, but that was an issue for Harris County Flood Control to deal with. Council Member Lester indicated that District 6 had a lot of flooding issues, which concerned him.

In conclusion, Council Member Lester noted the bridge was down a private road on private property that crossed the Harris County Flood Control ditch and there was nothing the City could do. Council Member Lester reiterated the City had reached out to Mr. Simoneaux who used his influence to try to get that on the County's maintenance list. Mayor Capetillo assured Mr. Dunn that the City would do everything within its authority and additional abilities to help.

3. PROPOSED REZONING OF 2111 ONTARIO AVENUE FROM GC TO SF2

a. Conduct public hearing concerning a request to amend the official zoning map to rezone approximately 0.079 acres at 2111 Ontario avenue from General Commercial (GC) to a Mixed Residential at Low to Medium Densities (SF2) zoning district.

At 6:55 P.M., Mayor Capetillo opened the public hearing concerning a request to amend the official zoning map to rezone approximately 0.079 acres at 2111 Ontario avenue from General Commercial (GC) to a Mixed Residential at Low to Medium Densities (SF2) zoning district.

Planning and Development Services Director Martin Scribner summarized the subject matter of the hearing related to Item 3.a., and stated that the rezone request was less than a tenth of an acre on the corner of Ontario Avenue and Lanier Drive, south of Texas Avenue and right by Highway 146. He noted the public hearing for the rezoning went before the Planning and Zoning Commission in May with no opposition. As portrayed by the Future Land Use Map, the area was in the Business, Education, and Arts District. Mr. Scribner relayed a bit about the history of the property in that it was a small acreage due to Highway 146 coming through seventy years ago and taking a large portion of that property. It now stood at less than a tenth of an acre as GC to which Mr. Scribner stated it was not usable in that way. Thus, the owner proposed to rezone to SF2 and would possibly build a small home on that property. Staff and the Planning and Zoning Commission felt that was appropriate and unanimously recommended approval.

Mayor Capetillo stated no one from the public had signed up to speak on the matter, and so he inquired for questions from City Council As there were none, Mayor Capetillo asked if there was a home built on the property already. Mr. Scribner replied only the property to the south had a

billboard on it and that the property in question did not have anything on it. Mayor Capetillo indicated he knew of an individual that was building really single family homes in the area and he would like to see that continue. Mr. Scribner noted that individual would probably need a couple of variances from the Board of Adjustment in order to do anything at all, but that would be handled under a different process.

At 6:58 P.M., Mayor Capetillo closed the public hearing concerning a request to amend the official zoning map to rezone approximately 0.079 acres at 2111 Ontario avenue from General Commercial (GC) to a Mixed Residential at Low to Medium Densities (SF2) zoning district.

b. Consider an ordinance concerning a request to amend the official zoning map to rezone approximately 0.079 acres at 2111 Ontario avenue from a General Commercial (GC) district to a Mixed Residential at Low to Medium Densities (SF2) zoning district.

A motion was made by Mayor Pro Tem Chris Presley and seconded by Council Member Mike Lester to approve Ordinance No. 15,113, related to Item 3.b. The vote was as follows:

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

Nays: None

Other: Council Member Laura Alvarado (Absent) and Council Member Heather Betancourth (Absent)

Approved

ORDINANCE NO. 15,113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 0.079 ACRES LOCATED AT 2111 ONTARIO AVENUE, LEGALLY DESCRIBED AS TRACT 6A, BLOCK 13 IN THE CENTRAL HEIGHTS REPLAT SUBDIVISION, BAYTOWN, HARRIS COUNTY, TEXAS, FROM A GENERAL COMMERCIAL (GC) ZONING DISTRICT TO A MIXED RESIDENTIAL AT LOW TO MEDIUM DENSITIES (SF2) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

4. PROPOSED ANNEXATION OF APPROXIMATELY 62.02 ACRES LOCATED GENERALLY EAST OF N. MAIN ST AND E. WALLISVILLE ROAD AND FM 1942

a. Consider a resolution granting the petition for the proposed annexation of approximately 62.02 acres of land located generally east of North Main Street between East Wallisville Road and FM 1942.

Planning and Development Services Director Martin Scribner presented the item and explained that Council would be accepting the application for the proposed annexation as it was the first step in the annexation process for the property in question. Mr. Scribner recalled that the year prior, Council had annexed and zoned the portion of about seventy acres to Mixed Residential at Low to Medium Densities ("SF2"). South of that, Castle Rock Development had been rezoned to SF2 with the intention of putting about 270 single-family homes on that property. However, it was recently brought to staff's attention that the developers were looking to expand that project. Thus, the property would be part of Bay Creek.

Mr. Scribner noted that the City had a Development Agreement and a Public Improvement District ("PID") for that property as well. However, the developer would not be allowed to add to the existing PID and would have to do an additional one if that was what they chose, which would be done in a separate process and the rezone would be a separate process as well. The intent was to go to an SF2 to extend the residential development; however, the owner had not yet applied for the rezone.

A motion was made by Council Member Charles Johnson and seconded by Council Member Jacob Powell to approve Resolution No. 2787, related to Item 4.a. The vote was as follows:

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

Nays: None

Other: Council Member Laura Alvarado (Absent) and Council Member Heather Betancourth (Absent)

Approved

RESOLUTION NO. 2787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF CASTLEROCK COMMUNITIES, LLC, FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 62.02 ACRES, LOCATED GENERALLY EAST OF NORTH MAIN STREET BETWEEN EAST WALLISVILLE ROAD AND FM 1942, IN THE GEORGE ELLIS LEAGUE, A-21, HARRIS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

5. REPORTS

a. Receive a report on a new sign kiosk program for residential builders in the City of Baytown.

Planning and Development Services Director Martin Scribner presented the item and relayed the City had been approached several times in the past asking about what they were doing for bandit signs that were all over the City, especially, the signs out on weekends that residential home builders put out to get traffic going on their current projects. He noted other cities used a program where they had signed kiosks in the right of ways for directional signs for home builders with the intent of cutting back as much of that bandit sign blight as possible.

Mr. Scribner noted the City had been approached again by a local company and they had a Home Builder Program at no cost to the City. The company managed the entire program, so the City would get the company to set up the locations of the signs and what the signage would look like. The builders, themselves, paid for the program and the company that managed it. The builders endorsed that type of program because they understood the value of it. Mr. Scribner noted the builders were major players that wanted to be good partners with the City as well.

Mr. Scribner stated that the City did have some options on the design of the signs with, again, no cost to the City. The City Manager and Mr. Scribner discussed that they would get all the details ready to get that going. At the current stage, staff wanted to make sure that when the Council Members saw the sign kiosk, they would know how that came about and where that came from.

As the report was not an action item, Mayor Capetillo inquired for any questions or comments from Council. Council Member Johnson asked if the City had already considered where they would put those signs. Mr. Scribner replied they had not gotten to that level of detail as they had not signed a contract with the company yet. Council Member Johnson requested Council receive a heads-up as to where they would be looking to place them. Mr. Scribner assured Council that City staff would dictate where those signs would go and not the company. The company would come with recommendations and staff would ultimately decide and oversee that.

In regards to the statement that the building community supported the program, Mayor Pro Tem Presley wondered if they were aware Council was considering it and had been sent a letter or something to that fact. Mr. Scribner answered with that specifically, no. Staff only knew as a general rule that larger builders—D.R. Horton, Lennar, Castle Rock—dealt with that particular company on a regular basis. However, the City could provide that letter if Council so wished. Mayor Pro Tem Presley believed that was a good step so the builders would have the opportunity to go before Council and object if they so desired. Mr. Scribner noted the program would not change the current code in any way and it provided the builders with an additional way to get advertising on the street. At which point, the City would enforce the current code more strongly as the City provided that opportunity. Mayor Pro Tem Presley requested clarification that the builders could then augment or supplement with bandit signs. Mr. Scribner reiterated there would be no change to the sign code. However, staff would propose some changes to the sign code soon, but that would be a separate item.

Council Member Lester echoed Mayor Pro Tem Presley's concern to make sure companies that wanted to be in that program, but would still be allowed to have their small signs if they wanted to do that. Mr. Scribner confirmed they would be allowed to do that on the weekend as that was the current code that was not changing. For the long term, staff did see that as a code enforcement issue that they would like to clean up as the program, in and of itself, did not do that.

6. DISCUSSIONS

a. Receive and discuss a presentation from Frontier Communications, relating to infrastructure expansion.

Assistant to the City Manager Brian Moran introduced Mr. Davis Russell who was the Vice President of External Affairs for Frontier Communications. Mr. Moran relayed Mr. Russell and his team would share the exciting news that Frontier planned to bring high-speed internet to Baytown. The Frontier team would discuss their timeline, the impact their project would have on residents, as well as the improved services.

Mr. Russell further introduced himself, his presentation, and his colleagues present with him that night. On to his presentation, Mr. Russell stated Frontier would build the network by extending fiber optic cables to customers' homes and businesses directly from their local switching center. From the local switching center, Frontier would use high intensity lasers to direct communications over the different wavelengths of light in to individual homes and businesses. Mr. Russell noted that would not replace Frontiers existing Copper Network and people could remain on Copper if they so choose to. Nonetheless, the new network would provide broadband speeds from fifteen megabits per second up to two gigabits per second—with the potential to provide even faster services in the future.

When speaking to people, Mr. Russell received the reaction of why there was a need to be faster than two gigabits per second. Mr. Russell relayed that he was fortunate enough to have that Fiber Optic service at his home for eighteen years. However, eighteen years ago, he had a fifteen megabits of download speeds, which was awesome at that time, but that was not adequate anymore. The Federal Communications Commission ("FCC") identified download speeds of twenty-five megabits as the minimum amount and noted an increase in demand was inevitable as more devices were enabled to use that type of network. Frontier's Fiber Optic Network using laser technology would be able to handle that.

Next, Mr. Russell displayed a simplified depiction of how Frontier's Fiber would reach customers. Frontier's Fiber Optic Network was almost identical to Frontier's Copper Network—only a lot faster. With some companies, a customer had to share bandwidth with their neighbors but that was not the case with Frontier's network. Frontier's network was different because it was symmetrical. Mr. Russell explained that meant the speeds were the same in both directions. If customers signed up for a five-hundred megabits, they would have five hundred megabits for downloads and uploads which was fairly unique in the industry at that time.

Mr. Russell gave further examples of how the network could help and be useful to Baytown and customers. To build the network, Frontier would have to place new cables around town with the help of the City's Public Works Department in getting those permits that Frontier needed. Mr.

Russell stated Frontier would be placing cables throughout the rest of the year and probably into 2023 as Baytown was a large market. Frontier planned to cover almost all of the community within their serving territory, which sometimes did not match up exactly with city limits. Thus, there could be some parts of the City that were not in Frontier's serving territory.

Before building, Frontier would work with the City on permits and also planned to distribute door hangers to homes and businesses in the area. The door hangers would have information about what Frontier was doing and contact information if people had questions. Mr. Russell could not guarantee that people would not call City staff, but Frontier's goal was to try to take as much of that load off of the City as possible. In addition to the door hangers, Frontier would post signs at the main entry points working with the City on any sign ordinance they may have.

On another note, Mr. Russell stated Frontier required vendors to take pictures or videos before construction. In that way, Frontier would know what things looked like before and would make sure that in their restoration efforts it would look that way once finished. With that, Mr. Russell displayed images of what the buried facilities would look like. Frontier did not dig open trenches, but backfilled any holes created by the boring once the work was completed. Mr. Russell further discussed that installation process and noted the safety of their customers, employees, and vendors were of the utmost importance. Frontier would take the steps necessary to make residents aware of what was happening and ensure that the work would be performed safely and to city standards. Mr. Russell notified there could be traffic control during the build due to the equipment at use.

Furthermore, Mr. Russell went through more images and discussed how those would be set up. It was noted that the service was scalable for technology that would come down the road five or ten years from now as the capacity for Fiber was enormous. Mr. Russell mentioned he was aware that Council had been discussing options for bringing high speed broadband to Baytown and hoped the investment he described that night would help address that strategic initiative for the City. Frontier was ready to build out for the first 16,000 homes in the first phase of the project right away. After a few more words of appreciation, Mr. Russell wished to address any questions or concerns from Council.

Council Member Lester requested to see Frontier's service area that was mentioned to may or may not be in the full city limit. Mr. Russell replied Frontier would provide maps and drawings to City staff as they worked. Frontier had to build out from their switching centers where the main truck cables would branch off to go to different neighborhoods. Then, Frontier would be able to provide those maps to the City as they did that. Council Member Johnson questioned what area of town would those first 16,000 homes. Mr. Russell deferred to his colleague present who was a subject matter expert, who relayed he would not share that information that evening due to competitive reasons, but he could get with City staff to provide that to Council.

Council Member Johnson further questioned how far ahead would those door hangers be placed in neighborhoods. Mr. Ryan replied, typically, it would be forty-eight hours, but some municipalities had asked for seventy-two. Frontier would work with City staff. Whatever was recommended, that was what Frontier would follow. With that, Council Member Johnson suggested as much time as possible to let citizens know. Mayor Capetillo briefly inquired about the work Frontier would do and it was noted there would not be any road closers. Mayor Capetillo believed that was pretty minimal and opined the door hangers were mainly just a courtesy. Council

Member Johnson countered noting it was mentioned there would be a need to direct traffic. Mr. Ryan stated there could be some areas in residential areas, if the streets were narrow, were they may need traffic control. Nonetheless, it would be on their permit drawings. There was further discussion confirming traffic impact would be as minimal as possible.

Mayor Capetillo expressed his appreciation to Frontier for coming to Baytown and bringing Fiber. It was utility that Mayor Capetillo believed would be needed now and as Baytown continued to grow. The perspective of Mayor Capetillo was that Baytown was in need of high-speed Fiber and not just in the new areas, but the older areas too. He appreciated everything Frontier and City staff could do to try to get that installed and constructed with minimal impact as possible.

In mentioning the older areas, Mayor Pro Tem Presley noted Council Member Alvarado had talked on that point numerous of times over the last six years. Mr. Russell assured Frontier would build out to their entire network in the new and older parts of town. One thing the City could help Frontier on, as they went through the permitting process, was that the City could make Frontier aware of new development as they would like to accommodate those new homes on the front end rather than they come in after the fact. Mayor Capetillo replied that he hoped staff could communicate that on residential development. In addition, Mayor Capetillo commented he wanted it to be a requirement that developers lay the conduit in the ground for that type of infrastructure, if possible. As Council had discussed about that service and as it was also in the City's Strategic Plan, Mayor Capetillo commented it was good to see it progressed thus far.

b. Receive and discuss a presentation from Accessology Too, LLC relating to the ADA Self-Evaluation and Transition Plan.

Assistant to the City Manager Brian Moran introduced Ms. Kristi Avalos, President and CEO of Accessology. Accessology was the consulting firm that would assist Baytown with the development of the City's Americans with Disabilities Act ("ADA") Transition Plan. During the last three months, Ms. Avalos and her team had evaluated the City's buildings, facilities, parks, playgrounds, sidewalks, and signalized intersections. Also, Accessology would review the City's policies, programs, and activities over the next several months.

Ms. Avalos first wished to discuss the goals and objectives of the whole ADA Transition Plan that would start with making the community more accessible for anybody regardless of their abilities. Ms. Avalos introduced her Accessology and Kimley-Horn team. The goals and objectives of the ADA Transition Plan were listed as the following:

- Improve Accessibility for All Citizens
- Encourage Participation from the Local Disabled Population
- Educate the City on the Requirements of the ADA
- Develop a Comprehensive List of Barriers
- Provide Detailed Outline of Methods to Remove Barriers
- Provide a Schedule with Cost Projections for the Removal of Barriers
- Identify Funding Sources that could be Utilized for Barrier Removal

She noted the ADA was not the only law involved when it came to accessibility as it went all the way back to the Rehabilitation Act of 1973. Ms. Avalos explained it had been a requirement to have a Transition Plan since then and was also a requirement under Section 504. As that was put together, Mr. Avalos's team would satisfy both the ADA and the 504 requirements to make sure the City was fully protected. It was nothing new, but the ADA had been the driving force.

The basic requirement was that anything the City had or did would have to be for everybody. The ADA was not a law that came in and stated what the City had to do so, any program that the City offered would have to be offered to everybody. If a building were built, it needed to be built to meet everyone's need. The basic requirement, as a government entity, expected the City to develop and maintain a Transition Plan. Ms. Avalos and her team would put that in a format where it would be like a living document. It provided the community with a voice and to understand what was happening in their community. Ms. Avalos added her team would also help provide a schedule for the upgrade and the remediation of curb ramps.

Ms. Avalos relayed there were four main elements to the Transition Plan. First, there was the list of everything that needed to be fixed on the City's physical barriers, which she referred to that list as "inventory." If it did not say how it would be fixed, when it would be fixed, and who was responsible for fixing it, it was not a plan. Therefore, Ms. Avalos and her team would add those elements once they received that inventory to create a full plan. She reiterated they would not tell the City what to do, but they would sit with the team that Mr. Moran had assembled and discuss what would work for Baytown.

Moreover, Ms. Avalos and her team would describe the method that would be necessary to remove the barriers. The team would have picture documentation of any barrier that they would find. Likewise, Ms. Avalos added her team would go through other things as well. For example, an annual event hosted by a third party in a City park. If the third party brought in inaccessible porta potties and the City then received a complaint, there was a contractual agreement between the third party and the City that stated whose fault it would really be. Ms. Avalos and her team would look at those contractual agreements to make sure the City had the protections necessary so that requirement would be on the third party. Ms. Avalos further listed other programs that her team would want to make sure were held in accessible locations and that the requirements for participation would not be exclusive.

The facilities up for ADA Evaluation were listed as the following:

- 38 Buildings
- 42 Parks
- 115 Signalized Intersections
- 202 miles of Right of Way Sidewalk
- 25.2 miles of Park Trails
- 67 Transit Stops

At that time, Ms. Avalos and her team had done about forty-five of the City's buildings and parks, all of the signalized intersections and public right of ways, and the majority of the park trails. The team had not started on the transit stops yet, but would through the end of June. Ms. Avalos

explained it would all be done live and the data would be available almost immediately. From there, staff could ask questions and the team would get a report for every barrier that they find. There would be a dashboard that would allow the City to do planning and budgeting. It was a simple GIS database with a dashboard that Accessology would provide and teach the City how to use and presented an image of what a GIS ArcMAP Display looked like.

The Transition Plan's development process was to prioritize improvements, develop improvement costs, and develop an implementation schedule. On the costs, Ms. Avalos stated they would provide budgetary numbers and not the full cost estimation as they would not know, for example, what would be behind walls. It would just be a cost estimation for the barrier removal itself. The team would help the City develop a schedule which they could not develop until they knew the costs. Ms. Avalos relayed the Department of Justice did not care how long the City's program would be as long as it was reasonable to the size of the entity. Another factor mentioned, would be the City's budgetary constraints. On the note of prioritization, Ms. Avalos discussed a case where a sidewalk was at an 11.4% cross slope and a disabled person in a wheelchair tipped over, hit their head, and was killed. Thus, severe issues with a lot of pedestrian traffic would be prioritized to level one. Her team would approach that in a risk management perspective.

Ms. Avalos displayed an image of and talked through what a report would look like. For buildings, the team would use the Means ADA Compliance Pricing Guide software program. For public right of ways, the team would use the current Texas Department of Transportation ("TxDOT") twelve month moving statewide averages. Contingencies would also be added. Engineering, or architectural, design would have an added 15% and construction contingency would have an additional 20%. Ms. Avalos explained that was for the City to have a good budget number to work with over the years. Those planning level improvement costs were estimates just for the accessibility related improvements. Additional considerations, such as aesthetic upgrades, were things that the City might want to consider while having the barrier upgraded. Current market conditions and construction challenges that were not visible to the team should also be something for the City to consider.

On a final note, Ms. Avalos stated the team would be providing sixteen hours of training with twenty-seven different courses the City would get to choose from. With that, Ms. Avalos was happy to entertain any questions from Council. Mayor Capetillo asked that if there was a citizen that would contact them regarding an issue, how would the City receive that. Ms. Avalos replied all that information would be under the living document she previously discussed. Also, there was a requirement under the law that the City put in a grievance process for citizens to communicate complaints. Then, those would go directly to the person the City decided to address that efficiently.

Mayor Capetillo gave an instance where the City may have some sidewalks that met all the needs, but then something would be built and changed, and asked what would happen when that private or commercial development did not meet accessibility. Ms. Avalos responded they generally would recommend that the City have in their construction package for builders in the community the City's list of requirements for what they do when building in the community. Other cities had even set up an ordinance that required developers before building to have ADA training.

7. CONSENT

A motion was made by Mayor Pro Tem Chris Presley and seconded by Council Member Charles Johnson to suspend Consent Agenda Item 7.b. The vote was as follows:

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

Nays: None

Other: Council Member Laura Alvarado (Absent) and Council Member Heather Betancourth (Absent)

Approved

A motion was made by Mayor Pro Tem Chris Presley and seconded by Council Member Jacob Powell to approve Consent Agenda Items 7.a. through 7.d., with the exception Item 7.b., which was suspended. The vote was as follows:

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

Nays: None

Other: Council Member Laura Alvarado (Absent) and Council Member Heather Betancourth (Absent)

Approved

a. Consider an ordinance authorizing the closeout, acceptance, and final payment of the 2018 Annual Sanitary Sewer Rehabilitation contract year three to Texas Pride Utilities, LLC.

ORDINANCE NO. 15,114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE 2018 ANNUAL SANITARY SEWER REHABILITATION PROJECT – YEAR 3; AUTHORIZING FINAL PAYMENT OF THE SUM OF FORTY-NINE THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 20/100 DOLLARS (\$49,864.20) TO TEXAS PRIDE UTILITIES LLC, FOR SAID PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance to reject the bids for the Annual Sulfur Dioxide Contract, which were received on April 29, 2022, at 2:00 P.M.

Item was suspended.

- c. Consider an ordinance authorizing Amendment No. 15 to the Interlocal Agreement with Harris County for Circulator Bus Service in the City of Baytown.**

ORDINANCE NO. 15,115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AMENDMENT NO. 15 TO THE INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR CIRCULATOR BUS SERVICE IN THE CITY OF BAYTOWN; AUTHORIZING PAYMENT TO HARRIS COUNTY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- d. Consider an ordinance approving the First Amendment to the Interlocal Agreement with Harris County for Market Street Improvements.**

ORDINANCE NO. 15,116

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR THE MARKET STREET IMPROVEMENTS PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

8. APPOINTMENTS

- a. Consider appointments to the Baytown Municipal Development District.**

Mayor Capetillo noted a citizen had signed up to speak regarding this item.

(Zoom) Mr. Davis Isaac stated he would like to discuss the Municipal Development District ("MDD"). As Council was aware, he noted there were historically representative issues with Baytown's power structures. Mr. Isaac believed one of those, specifically, was the MDD Board. The Mayor and Council were already on that Board with only three or four members of the community. Mr. Isaac stated the members being reappointed that night were not listed on the City's website. Ms. Mary Hernandez was to be reappointed for the sixth time and if reappointed, the new term would expire in May of 2024. Mr. Isaac expressed frustration with that term limit and wished for more representation. The MDD Board dealt with the City's sales tax and he would like to see transformative leadership out of the City Council. With committee appointments, Mr. Isaac reiterated his frustration if Ms. Hernandez had been on the MDD Board for over eighteen years. If that were the case, Baytown had serious representative issues in the government. Mr. Isaac noted

appointees could not appear at the meetings to get their reappointments which he would like to see those citizens to be able to show up to City Hall.

Mayor Capetillo thanked Mr. Isaac. Since two of the Council Members were not present, Mayor Capetillo recommended Council table the item to the July 14th meeting, as he did not have time to review all four of the submitted applicants. Mayor Pro Tem Presley had seen the applications and stated it was good to see some new names that were not already appointed on other committees.

A motion was made by Council Member Charles Johnson and seconded by Council Member Jacob Powell to suspend Agenda Items 8.a. and 8.b. to the City Council Meeting scheduled for July 14, 2022. The vote was as follows:

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

Nays: None

Other: Council Member Laura Alvarado (Absent) and Council Member Heather Betancourth (Absent)

Approved

b. Consider appointments to the Baytown Hospitality Public Facilities Corporation.

Agenda item considered in conjunction with Item 8.a., as it is composed of the same members as the Municipal Development District.

9. MANAGER'S REPORT

As the City Manager was absent, Council did not consider Agenda Item 9.a.

10. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Laura Alvarado as it relates to Council District No. One.

As Council Member Alvarado was absent, Council did not consider Agenda Item 10.a.

11. EXECUTIVE SESSION

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

At 7:49 P.M., Mayor Capetillo recessed and convened in to an executive session pursuant to Section 551.071 of the Texas Government Code to seek the advice of the City's attorneys regarding pending or contemplated litigation involving the City of Baytown.

At 8:12 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 Session.

12. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the June 9, 2022, City Council Regular Meeting at 8:12 P.M.

Angela Jackson, City Clerk
City of Baytown



CITY COUNCIL MEETING

2. a.

Meeting Date: 07/14/2022

Subject: Recognition of Daniel "BeBe" Garcia for Lifetime Accomplishment.

Prepared by: Angela Jackson, City Clerk's Office

Department: Administration

Information

ITEM

Recognition of Mr. Daniel "BeBe" Garcia for lifetime accomplishment regarding the most successful fast pitch team in the state.

PREFACE

This item allows the Mayor and Council to recognize Daniel "BeBe" Garcia who started a softball team that became the Baytown Hawks, one of the longest-running and most successful fast pitch team in the state.



CITY COUNCIL MEETING

3. a.

Meeting Date: 07/14/2022

Subject: Special Use Permit reconstruction of non-conforming use - homeless shelter

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Christopher Chavis
Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Conduct a public hearing for a Special Use Permit (SUP) for the reconstruction and expansion of a non-conforming use and homeless shelter located at 3404 and 3406 Wisconsin Street, on approximately 0.25 acres of land, zoned Mixed Residential at Low to Medium Densities (SF2).

PREFACE

The applicant represents Bay Area Homeless Services, who currently owns and operates transient dormitories and administrative offices on the subject properties, legally described as Lots 9 & 10, Block 2 of East Baytown subdivision, Harris County, Texas. The proposal is to demolish the existing buildings and reconstruct new buildings that will support the existing homeless shelter operations. The homeless shelter land use is a nonconforming use in the SF2 zoning district. Additionally, the Unified Land Development Code (ULDC) requires the issuance of a special use permit for group housing uses, including a homeless shelter.

The applicant proposes to reconstruct, expand, and improve supporting facilities for the homeless shelter operations. The proposal includes consolidating the subject properties into one parcel, which will adjust the property line setback requirements for the proposed structures and create more buildable area.

The supporting documentation is attached for your review.

Fiscal Impact

Fiscal Year: 2022

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Application and Supporting Documents

Vicinity Map

Zoning Map

Site Plan

Floor Plan

Staff Report



SPECIAL USE PERMIT APPLICATION CITY OF BAYTOWN

App Date: 5/10/2022
Plan Number: ZP22050055

Description: Special Use Permit (SUP)

Parcel(s): 0590920000009, 0590920000010

Applicant

William R Eckert
P O Box 4130
Baytown, TX 77522
Business: (832) 567-5358
Mobile: (832) 567-5358

Owner

Paul Bonnette
3131 Briarpark, Suite 200
Houston, TX 77042
Business: (713) 968-9358
Mobile: (713) 502-9157

Pre-Application

Staff Meeting

Property

Legal Description Lots 9 & 10 Block 2, East Baytown

Acres

0.25

Zoning

Current Zoning: Mixed Residential at Low to Medium Densities (SF2)
Proposed Zoning: Mixed Residential at Low to Medium Densities (SF2)

Use

Current Use Type Homeless shelter & services
Proposed Use Type Homeless shelter & services

Applicant Statement

Explain how the proposed SUP will be compatible with and not injurious to the use and enjoyment of other properties, not significantly diminish or impair property values within the immediate vicinity.

The buildings on this site have been owned and used by Bay Area Homeless Services for several years. We are requesting to continue this same use by improve the facilities.

Explain how the proposed SUP will not impede the normal and orderly development and improvement of surrounding property.

The new structures that are proposed will be of similar size and scale to what is currently adjacent to the property, and will continue a residential look and feel. They will improve the neighborhood and will not prevent further development of adjacent properties.



SPECIAL USE PERMIT APPLICATION CITY OF BAYTOWN

Explain how the proposed SUP will ensure that adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided.

Adequate utilities exist on the site to serve the current buildings, and that service will serve the new buildings. It is not anticipated that access to the site will change.

Explain how the proposed SUP will ensure that adequate nuisance prevention measures will be taken and maintained to prevent or control offensive odor, fumes, dust, noise and vibration.

It is not anticipated that offensive odor, fumes, dust, light, noise and vibration will be an issue, aside from normal construction activities, prior to the issuance of a certificate of occupancy. Once a contractor is brought on board, we will discuss with them the importance of keeping the site clean and as quiet as possible during construction.

Explain how this SUP will ensure that there are sufficient landscaping, screening, setbacks and other land use measures to ensure harmony and compatibility with adjacent property.

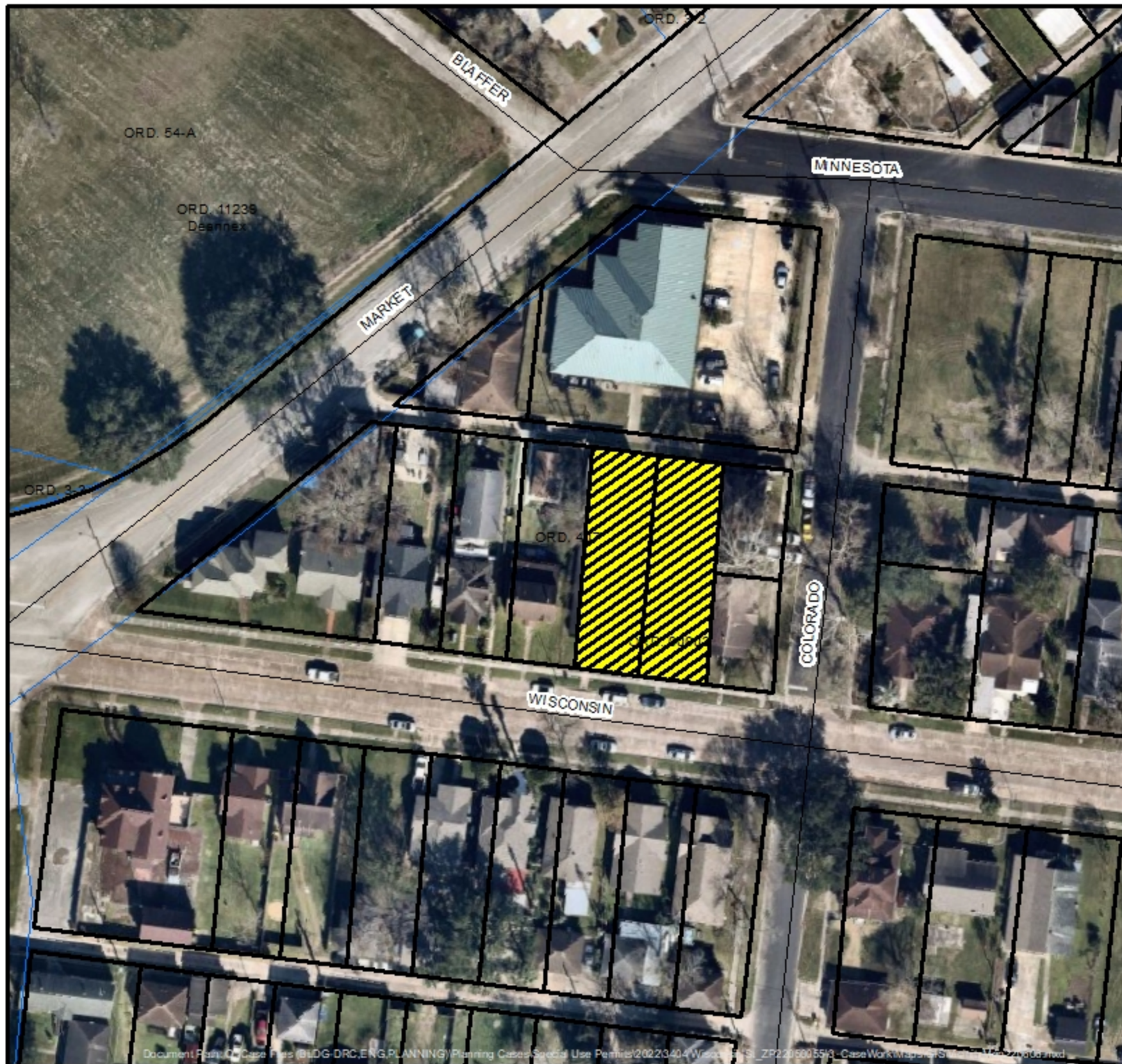
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Explain how the site plan meets the criteria in the ULDC, whereas the planning and zoning commission may recommend and the city council may adopt other conditions on any special use permit application that are needed to protect the public health, safety and welfare, including but not limited to, hours of operation and additional landscape or parking requirements.


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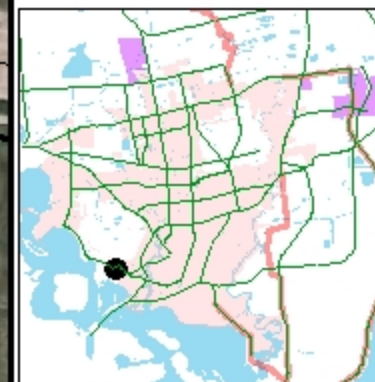


Special Use Permit

Vicinity Map

Bay Area
Homeless Shelter
Approx. 0.25 acres

 Subject Property



1 inch = 80 feet Date 2022-06-06




Special Use Permit

Zoning Map

Bay Area Homeless Shelter


Approx. 0.25 acres


 Subject Property

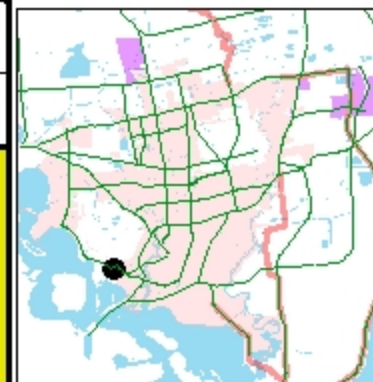
ULDC Zoning

Zoning Districts

 MF1 (Med. Density Mixed Res.)

 MU (Mixed Use)

 SF2 (Mixed Res. Low/Med. Density)



Bay Area Homeless Shelter is not responsible for any errors or omissions regarding the accuracy of this map. This map is intended for display purposes only and does not replace official recorded documents.

1 inch = 80 feet

Date 2022-06-06



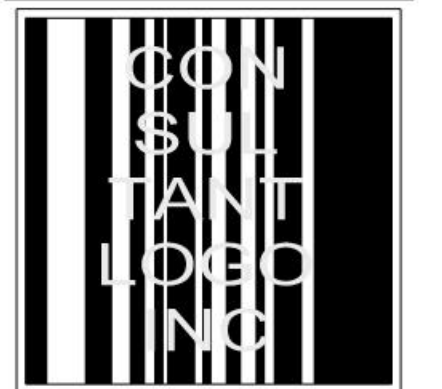
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ARCHITECT



CONSULTANT



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Campus Renovation Plan

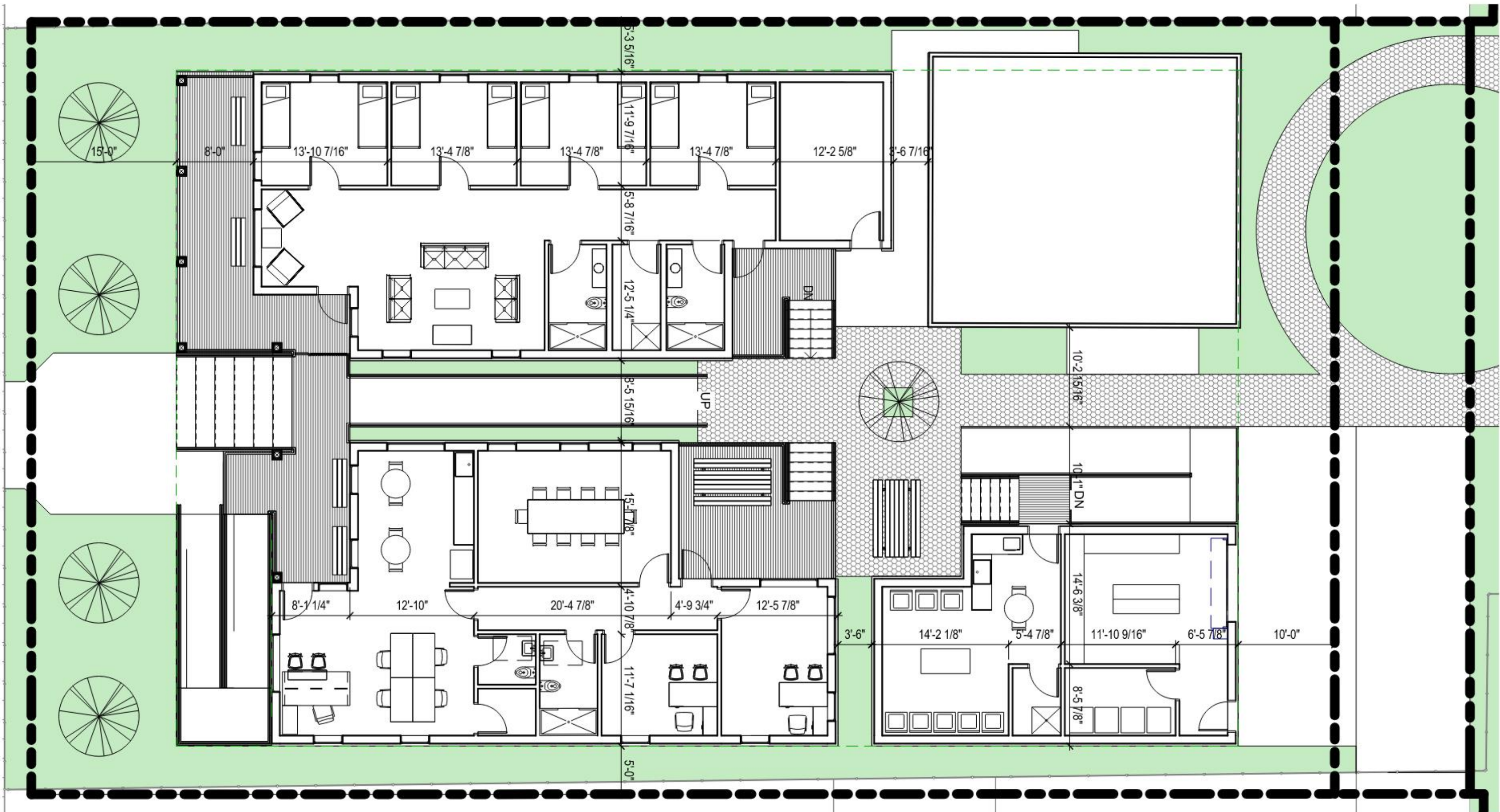
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SITE PLAN

A1.01

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Campus Renovation Plan

OVERALL GROUND LEVEL FLOOR PLAN





**City of Baytown
Special Use Permit
Staff Report
June 21, 2022**

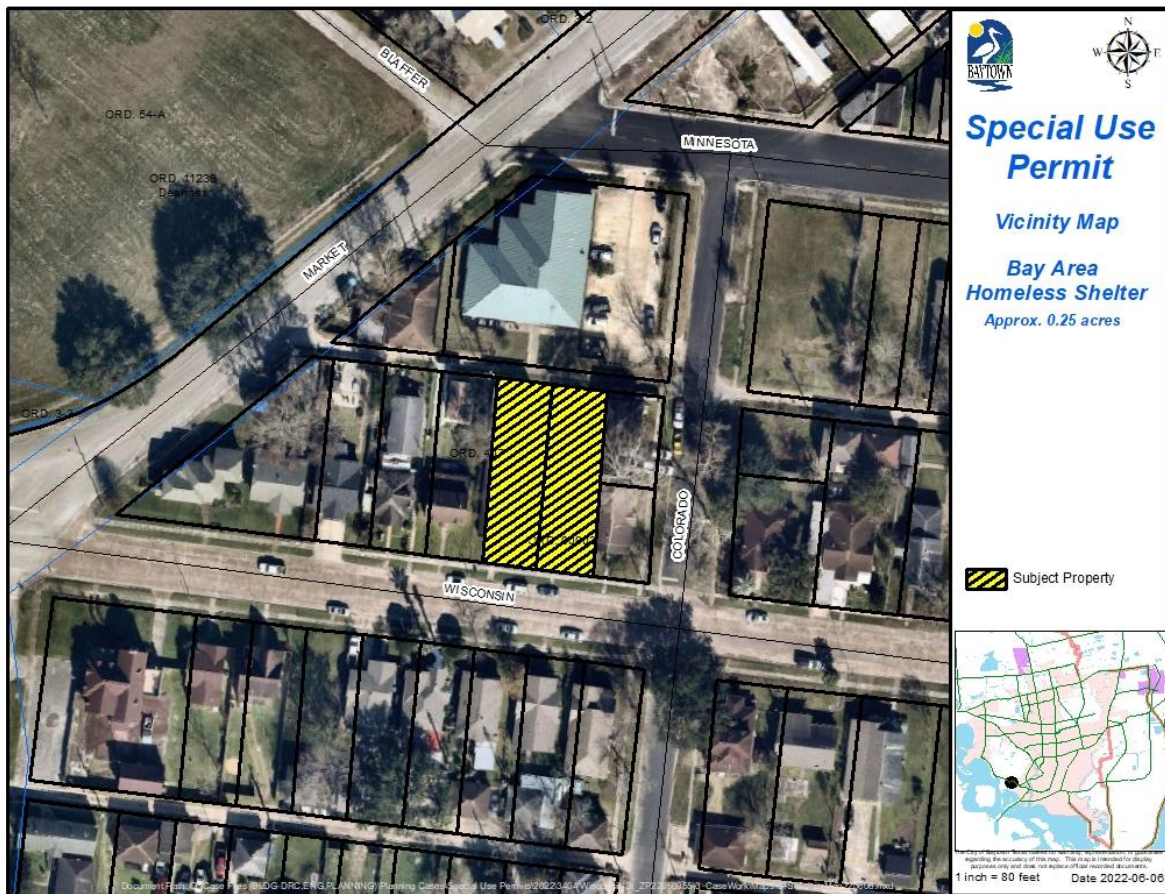
Plan Number: ZP22050055

Address: 3404 & 3406 Wisconsin Street

Requested Action: The proposed Special Use Permit for the reconstruction of a homeless shelter, a non-conforming use which includes an office and a dormitory for transient use, located at 3404 and 3406 Wisconsin Street, on approximately 0.25 acres of land, zoned Mixed Residential at Low to Medium Densities (SF2) and legally described Lot 9 & 10, Block 2 of East Baytown Subdivision, Harris County, Texas

Applicant: Paul Bonnette

Subject Property:



Parcel Map

Parcel Information:

The subject properties are located on the north side of Wisconsin Street approximately 100 feet west of its intersection with Colorado Street. The parcels are owned by Bay Area Homeless Service and are used to provide transient housing and services for their unhoused clients. More specifically, the subject properties are constructed with the following:

	Existing Building Use	Existing square feet	Year constructed
<i>3404 Wisconsin St.</i>			
	Men's transient dormitory	1,951 square feet	1930
	Gazebo & storage building	375+ square feet	unknown
<i>3406 Wisconsin St.</i>			
	Administrative building	1,400 square feet	1930
	Women's transient dormitory	1,792 square feet	2003

These two parcels are part of a campus. The other section of the campus is located directly north of the subject area, and includes a family center and office facility with approximately 7,000 square feet and 15 parking spaces.

Being in the SF2 zoning district, the subject properties are within a residential neighborhood, which predominately consists of single-family dwelling units and accessory dwelling units.

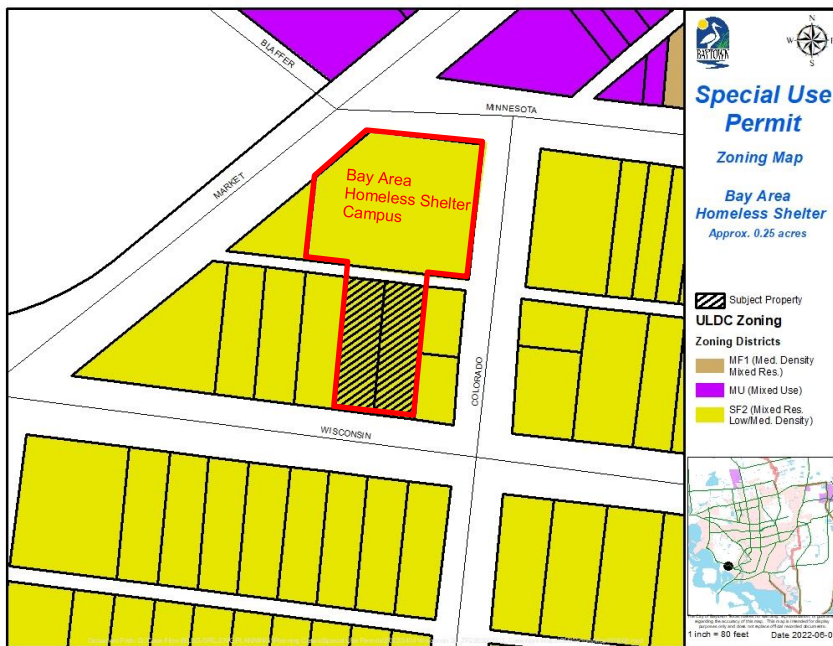
Adjacent Parcel Information

North: Mixed Residential at Low to Medium Densities (SF2) – Bay Area Homeless Shelter family center and office.

South: Wisconsin Street, right-of-way

East: Mixed Residential at Low to Medium Densities (SF2) – single family dwelling

West: Mixed Residential at Low to Medium Densities (SF2) – single family dwelling



Zoning Map

Staff Analysis

The applicant represents Bay Area Homeless Services, who currently owns and operates transient dormitories and an administrative office on the subject properties. He is proposing to demolish the existing buildings and reconstruct new buildings that will support the existing homeless shelter operations. The homeless shelter land use is a nonconforming use in the SF2 zoning district. Additionally, the Unified Land Development Code (ULDC) requires the issuance of a special use permit for group housing uses, including homeless shelter.

The applicant proposes to reconstruct, expand, and improve supporting facilities for the homeless shelter operations. The proposal includes consolidating the subject properties into one parcel, which will adjust the property line setback requirements for the proposed structures and create more buildable area. The proposed structures include the following:

	Proposed building use	Proposed square feet	Existing Building Use	Existing square feet	Difference of square feet
3404 Wisconsin St.					
	Administrative building	1,470	Men's dormitory (13 beds)	1,951	-186
	Commons Building	670	Storage building/area	375 square feet	+305
3406 Wisconsin St.					
	Men's dormitory (16 beds)	1,670	Administrative Building	1,400	+200 .
			Women's dormitory (21 beds)	1,792	

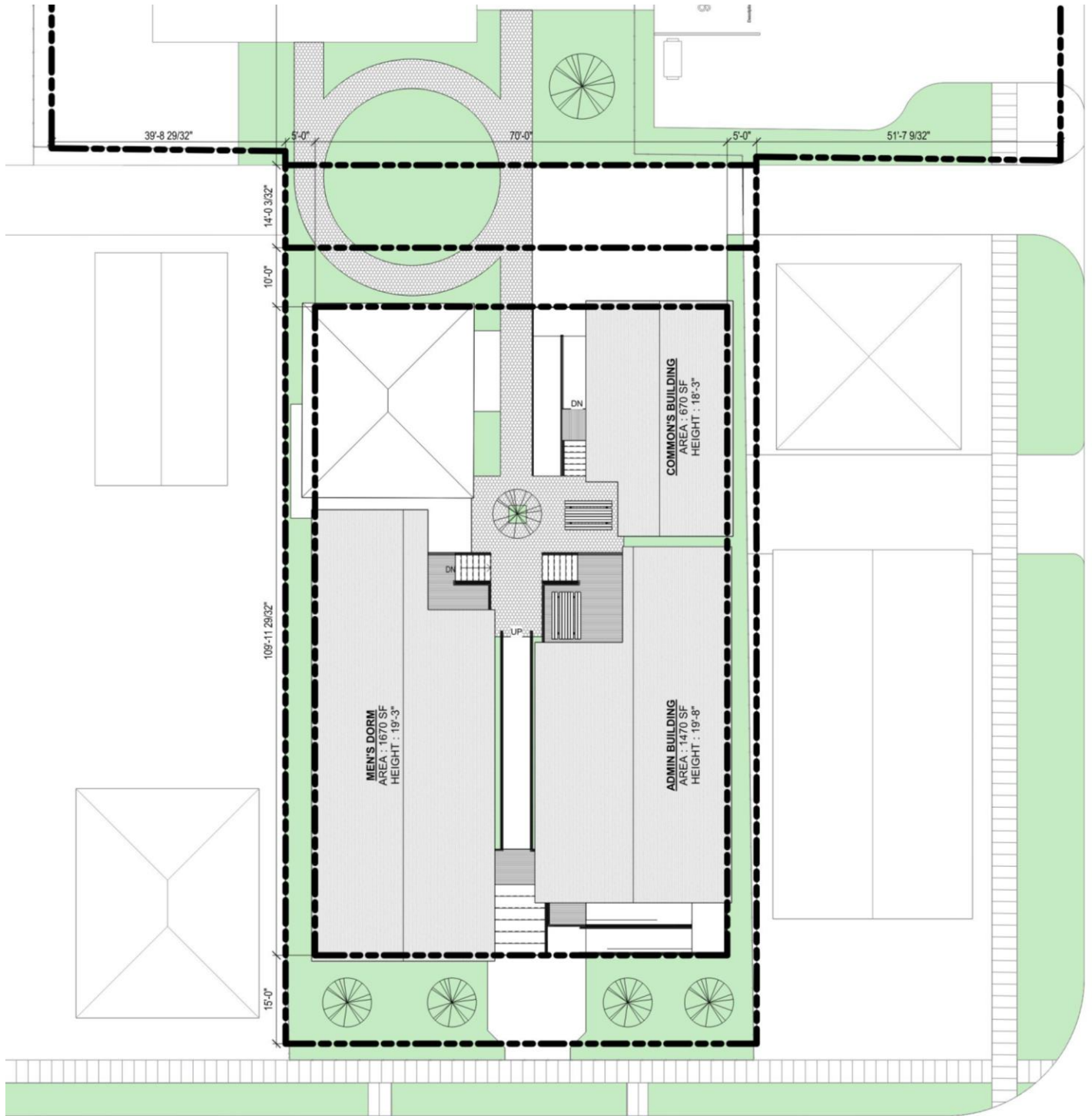
The applicant is proposing a single-family residential appearance to the structures, and is proposing to adhere to the SF2 property development standards. In order to maintain the residential character of the

area, the proposal does not provide off-street parking at the site of the administrative building; Bay Area Homeless has a parking area adjacent to this site. Furthermore, Wisconsin Street pavement has a width of approximately 35 feet, which currently accommodates on-street parking for neighborhood residents.

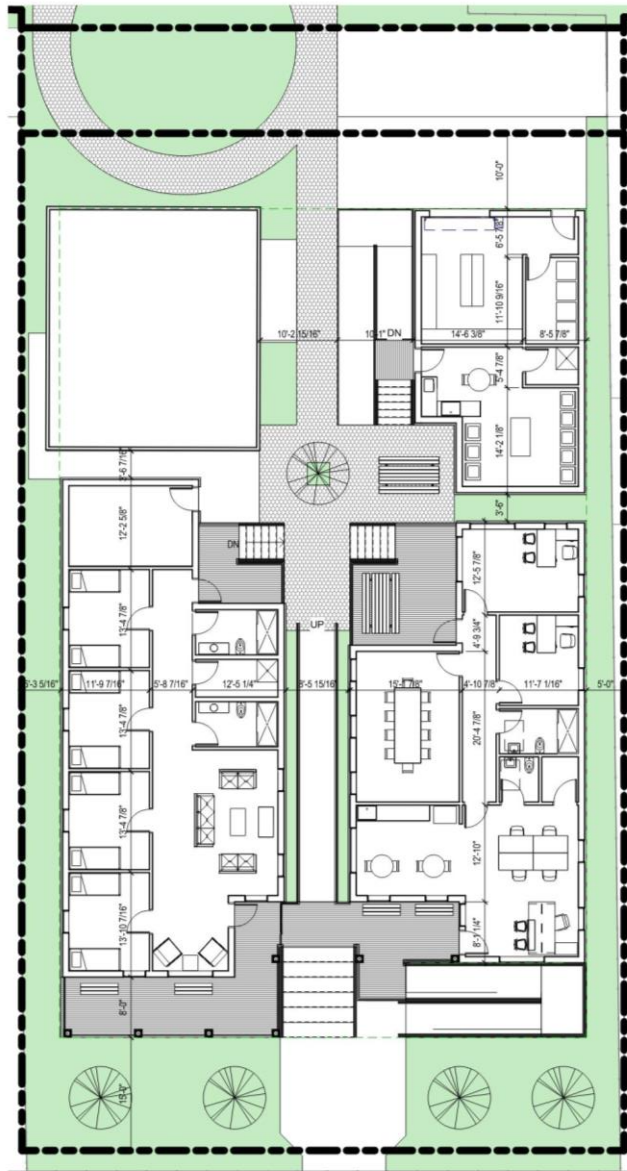
To help assure compatibility, the Property Development Standards for the SF2 zoning district will be applied to any new development in the subject area.

Property Development Standards	(SF2 Zone)	(Proposed building)
Minimum front yard setback	15	15
Minimum interior side setback	5	5
Minimum Rear setback	10	10
Percent Maximum lot Coverage	60	Unknown

Property Development Standards



Site plan (Proposed by Applicant)



In order to recommend approval of an application for a special use permit, the Planning and Zoning Commission shall consider the following factors:

1. **This special use permit will be compatible with and not injurious to the use and enjoyment of other property, not significantly diminish or impair property values within the immediate vicinity in any material way.**

The special use permit request is to reconstruct and expand the homeless shelter operations and its non-conforming uses. Bay Area Homeless Services has been the owner and operator of the property since 2001. The subject properties are occupied by two deteriorating homes that were originally constructed in 1930. Over the years, the structures have been converted into the non-conforming uses that exist today – an administrative office and men’s dormitory.

The longstanding use of the property and its minimal conflict with the surrounding neighborhood indicates that the shelter has and can operate in a manner that is not injurious to adjacent properties. Secondly, the proposed new construction maintains a single-family residential appearance, which will be an enhancement to the residential neighborhood and will not knowingly undermine the established character and value of the surrounding uses.

2. **This special use permit will not impede the normal and orderly development and improvement of surrounding property.**

Because the proposed new construction maintains a single-family residential appearance with bulk, mass, and height of the structures for both properties, and the existing uses are currently co-existing within the neighborhood, the special use permit does not impede the normal and orderly development of the area. The new construction of this form-based development will be an improvement in the neighborhood, and it will not hinder improvements to the surrounding properties.

Additionally, the proposal sustains a similar level of use as the existing property. For example, there are 13 beds in the existing men's dormitory, and the new men's dormitory will have a maximum capacity of 16 beds.

3. **This special use permit will ensure that adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided prior to the issuance of a certificate of occupancy.**

This SUP proposal will be required to meet local regulations. The site is part of a platted and established residential neighborhood, so there is existing access to roads, utilities, and drainage facilities to support the proposed use.

4. **This special use permit will ensure that adequate nuisance prevention measures will be taken and maintained to prevent or control offensive odor, fumes, dust, noise and vibration prior to the issuance of a certificate of occupancy.**

The proposed reconstruction and continuation of the land use is more intense than what is permitted in the SF2 zoning district but the existing operation does not produce any of the above nuisances. With the proposed new construction being similar in scale and activity, it is not expected that this SUP will create any nuisances.

5. **This special use permit will ensure that there are sufficient landscaping, screening, setbacks and other land use measures to ensure harmony and compatibility with adjacent property.**

The applicant is proposing a structure that will have a residential character. In addition, the sight plan shows a planted front yard that could serve as the streetscape for the project. The site plan indicates a harmony and compatibility with the adjacent properties.

6. **The proposed use is consistent with the comprehensive plan and is generally consistent with the purposes with the ULDC.**

As a guiding document, the Baytown 2040 Comprehensive Plan's Future Land Use Map (FLUM) serves to provide decision makers with a metric to aid in land use decisions. This request is consistent with the current FLUM, as the subject property is designated "Mixed Density Residential". The primary land use type ranges from detached residential dwellings to high density multifamily residential complexes. This category's secondary

land use types includes neighborhood-scaled development that is no more than three acres.

The proposed SUP is a hybrid of a residential and office land use, which meets the intent of the comprehensive plan.

Planning Staff Recommendations

Staff recommends approval of the special use permit with the following conditions:

- 1) The site shall be developed in conformance with the applicant's site plan, including the proposed front yard streetscape; and
- 2) The reconstruction shall comply with the ULDC's compatibility standards - Division 4, Sec. 3.11 to assure physical harmony within the existing residential area.



CITY COUNCIL MEETING

3. b.

Meeting Date: 07/14/2022

Subject: Special Use Permit reconstruction of non-conforming use - homeless shelter

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Christopher Chavis
Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Consider an ordinance authorizing a request for a Special Use Permit (SUP) for the reconstruction and expansion of a non-conforming use, located at 3404 and 3406 Wisconsin Street, on approximately 0.25 acres of land, zoned Mixed Residential at Low to Medium Densities (SF2).

PREFACE

The applicant represents Bay Area Homeless Services, who currently owns and operates transient dormitories and an administrative office on the subject properties, legally described as Lots 9 & 10, Block 2 of East Baytown subdivision, Harris County, Texas. The proposal is to demolish the existing buildings and reconstruct new buildings that will support the existing homeless shelter operations. The homeless shelter land use is a nonconforming use in the SF2 zoning district. Additionally, the Unified Land Development Code (ULDC) requires the issuance of a special use permit for group housing uses, including a homeless shelter.

The applicant proposes to reconstruct, expand, and improve supporting facilities for the homeless shelter operations. The proposal includes consolidating the subject properties into one parcel, which will adjust the property line setback requirements for the proposed structures and create more buildable area.

The supporting documentation is attached on the previous item for your review.

Fiscal Impact

Fiscal Year: 2022

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING A SPECIAL USE PERMIT (SUP) FOR THE RECONSTRUCTION AND EXPANSION OF A NON-CONFORMING USE, LOCATED AT 3404 AND 3406 WISCONSIN STREET, ON APPROXIMATELY 0.25 ACRES OF LAND, ZONED MIXED RESIDENTIAL AT LOW TO MEDIUM DENSITIES (SF2); AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO SUCH PERMIT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the property located at 3404 and 3406 Wisconsin Street, on approximately 0.25 acres of land, legally described as Lots 9 & 10, Block 2, of East Baytown subdivision, Harris County, Texas, is zoned Mixed Residential at Low to Medium Densities (SF2); and

WHEREAS, the proposal is to demolish the existing buildings and reconstruct new buildings that will support the existing homeless shelter operations; and

WHEREAS, the homeless shelter land use is a nonconforming use in the SF2 zoning district; and

WHEREAS, the Unified Land Development Code (ULDC) requires the issuance of a special use permit for group housing uses, including a homeless shelter; and

WHEREAS, the Planning and Zoning Commission (the "Commission") held a public hearing on June 21, 2022; and

WHEREAS, on June 21, 2022, the Commission submitted its final report that is to be used by the City Council in its consideration of the amendment as set forth in § 1.26 of the ULDC, recommending approval of the SUP with the following conditions:

- 1) The site shall be developed in conformance with the applicant's site plan, including the proposed front yard streetscape; and
- 2) The reconstruction shall comply with the ULDC's compatibility standards – Division 4, Sec. 3.11 to assure physical harmony within the existing residential area;

and

WHEREAS, the City Council held a public hearing on the SUP on July 14, 2022; and

WHEREAS, after the public hearing, the City Council discussed and considered the SUP;
NOW THEREFORE,

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

Section 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared by the City Council of the City of Baytown, Texas, to be true and correct.

Section 2: That the City Council of the City of Baytown, Texas, hereby grants the Special Use Permit, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, to Bay Area Homeless Services for demolishing the existing buildings and reconstructing new buildings that will support the existing homeless shelter operations.

Section 3: 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 the Special Use Permit, which is attached hereto as Exhibit "A."

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of July 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

Exhibit "A"

Special Use Permit No. 2022-001

SPECIAL USE PERMIT

WHEREAS, an application together with the requisite site plan for a Zoning Special Use Permit ("SUP"), which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, was completed by PGAL, Inc., for and on behalf of the land owner Bay Area Homeless Services Inc. (the "Applicant"), for an approximately 0.25 acre tract, 3404 and 3406 Wisconsin Street, legally described Lot 9 &10, Block 2 of East Baytown subdivision, Harris County, Texas, and submitted to the Director of Planning and Development Services (the "Director") on a form prescribed by the Director; and

WHEREAS, the Director reviewed the application and prepared a staff report; and

WHEREAS, the Planning and Zoning Commission (the "Commission") conducted a public hearing on the application; considered the application, the staff report, the relevant supporting materials, and public testimony given at the public hearing; and recommended approval to the City Council, subject to certain additional conditions; and

WHEREAS, the Commission prepared and delivered a report and recommendation to the City Council to approve the proposed SUP subject to the conditions set forth in Section 2 of this ordinance based upon the criteria enumerated in Section 1.26(e) of the Unified Land Development Code ("ULDC"); and

WHEREAS, after receiving the report of the Commission, the City Council conducted a public hearing on the SUP application and considered the application, the staff report, the relevant supporting materials, and public testimony given at the public hearing; and

WHEREAS, the City Council thereafter made an affirmative finding that there are two additional conditions listed in Section 1.26(d) "Approval criteria for special use permits" stating:

- (1) That the specific use will be compatible with and not injurious to the use and enjoyment of adjacent property or property immediately across the street, and not significantly diminish or impair property values within the immediate vicinity in any material way;
- (2) That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding property;
- (3) That adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided prior to the issuance of a certificate of occupancy;
- (4) That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, light, noise and vibration prior to the issuance of a certificate of occupancy;
- (5) That there are sufficient landscaping, screening, setbacks and other land use measures to ensure harmony and compatibility with adjacent property;
- (6) That the proposed use is in accordance with the comprehensive plan and generally consistent with the ULDC; and
- (7) That the site plan meets the criteria set forth in Section 1.26(e) of the ULDC;

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS:

Section 1: The findings contained in the preamble hereof are declared to be true and correct and are hereby adopted.

Section 2: A Special Use Permit for the reconstruction of a non-conforming use located at 3404 and 3406 Wisconsin Street, legally described Lot 9 &10, Block 2 of East Baytown subdivision, Harris County, Texas (the "Property").

Special Use Permit No. 2022-001

Section 3: Nothing herein shall be construed as to authorize any use other than the uses expressly enumerated on the submitted application and attached site plan.

Section 4: This SUP shall take effect immediately from and after its passage by the City Council of the City of Baytown and is subject to expiration and revocation requirements as provided in the ULDC.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



EXHIBIT "A"
SPECIAL USE PERMIT APPLICATION
CITY OF BAYTOWN

App Date: 5/10/2022
Plan Number: ZP22050055

Description: Special Use Permit (SUP)

Parcel(s): 0590920000009, 0590920000010

Applicant

William R Eckert
P O Box 4130
Baytown, TX 77522
Business: (832) 567-5358
Mobile: (832) 567-5358

Owner

Paul Bonnette
3131 Briarpark, Suite 200
Houston, TX 77042
Business: (713) 968-9358
Mobile: (713) 502-9157

Pre-Application

Staff Meeting

Property

Legal Description: Lots 9 & 10 Block 2, East Baytown

Acres

0.25

Zoning

Current Zoning: Mixed Residential at Low to Medium Densities (SF2)
Proposed Zoning: Mixed Residential at Low to Medium Densities (SF2)

Use

Current Use Type: Homeless shelter & services
Proposed Use Type: Homeless shelter & services

Applicant Statement

Explain how the proposed SUP will be compatible with and not injurious to the use and enjoyment of other properties, not significantly diminish or impair property values within the immediate vicinity.

The buildings on this site have been owned and used by Bay Area Homeless Services for several years. We are requesting to continue this same use by improve the facilities.

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The new structures that are proposed will be of similar size and scale to what is currently adjacent to the property, and will continue a residential look and feel. They will improve the neighborhood and will not prevent further development of adjacent properties.



SPECIAL USE PERMIT APPLICATION CITY OF BAYTOWN

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Explain how the site plan meets the criteria in the ULDC, whereas the planning and zoning commission may recommend and the city council may adopt other conditions on any special use permit application that are needed to protect the public health, safety and welfare, including but not limited to, hours of operation and additional landscape or parking requirements.

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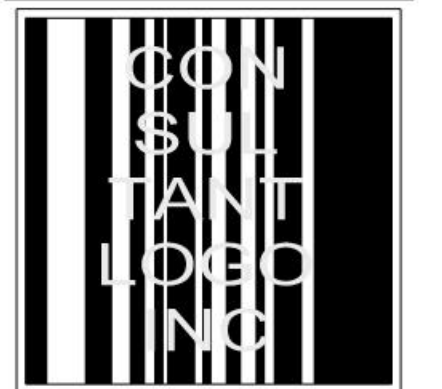
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ARCHITECT



CONSULTANT



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Campus Renovation Plan

PROJECT NUMBER

1006473.00

SHEET TITLE

SITE PLAN

SHEET NUMBER

A1.01

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PLANNING AND ZONING COMMISSION REPORT TO CITY COUNCIL

TO: City Council
FROM: Planning and Zoning Commission
RE: Special Use Permit for reconstruction/expansion of non-conforming use
DATE: June 21, 2022

This is the report required to be submitted by the Planning and Zoning Commission per Section 1.26 of the Unified Land Development Code, Baytown Code of Ordinances to the City Council. This report also serves as the final report that is to be used by the Council in its consideration of the amendment as set forth in Section 1.26 of the code.

Requested Action: The proposed Special Use Permit for the reconstruction of a homeless shelter, a non-conforming use which includes an office and a dormitory for transient use, located at 3404 and 3406 Wisconsin Street, zoned Mixed Residential at Low to Medium Densities (SF2).

Applicant: Paul Bonnette

Subject Property:

Approximately 0.25 acres addressed as 3404 and 3406 Wisconsin Street, and legally described Lot 9 & 10, Block 2 of East Baytown Subdivision, Harris County, Texas



Parcel Map

Parcel Information:

The subject properties are located on the north side of Wisconsin Street approximately 100 feet west of its intersection with Colorado Street. The parcels are owned by Bay Area Homeless Service and are used to provide transient housing and services for their unhoused clients. More specifically, the subject properties are constructed with the following:

	Existing Building Use	Existing square feet	Year constructed
<i>3404 Wisconsin St.</i>			
	Men's transient dormitory	1,951 square feet	1930
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These two parcels are part of a campus. The other section of the campus is located directly north of the subject area, and includes a family center and office facility with approximately 7,000 square feet and 15 parking spaces.

Being in the SF2 zoning district, the subject properties are within a residential neighborhood, which predominately consists of single-family dwelling units and accessory dwelling units.

Adjacent Parcel Information

North: Mixed Residential at Low to Medium Densities (SF2) – Bay Area Homeless Shelter family center and office.

South: Wisconsin Street, right-of-way

East: Mixed Residential at Low to Medium Densities (SF2) – single family dwelling

West: Mixed Residential at Low to Medium Densities (SF2) – single family dwelling



Zoning Map

Staff Analysis

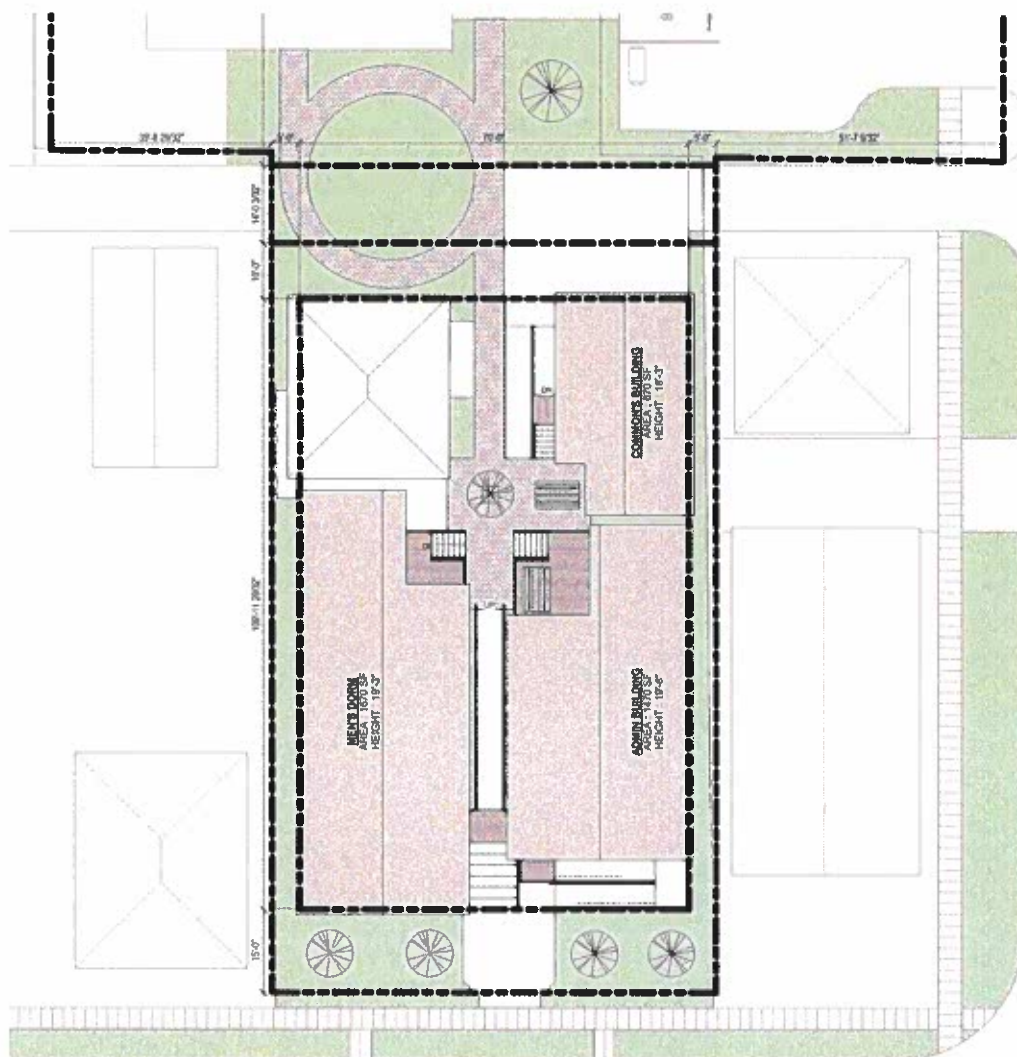
The applicant represents Bay Area Homeless Services, who currently owns and operates transient dormitories and an administrative office on the subject properties. He is proposing to demolish the existing buildings and reconstruct new buildings that will support the existing homeless shelter operations. The homeless shelter land use is a nonconforming use in the SF2 zoning district. Additionally, the Unified Land Development Code (ULDC) requires the issuance of a special use permit for group housing uses, including homeless shelter.

The applicant proposes to reconstruct, expand, and improve supporting facilities for the homeless shelter operations. The proposal includes consolidating the subject properties into one parcel, which will adjust the property line setback requirements for the proposed structures and create more buildable area. The proposed structures include the following:

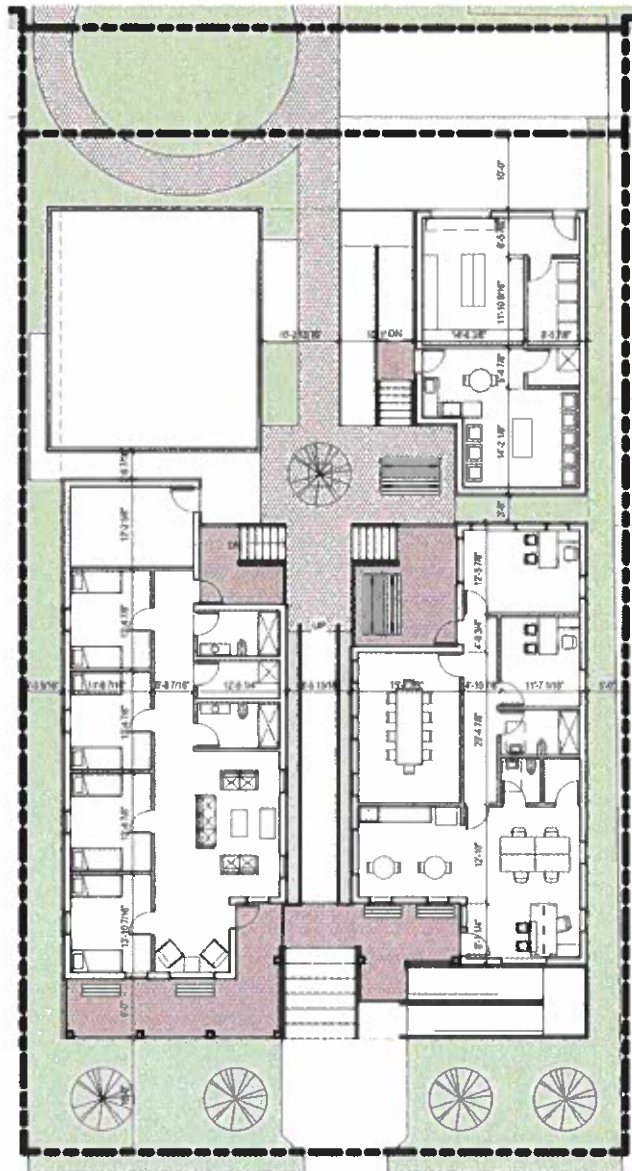
	Proposed building use	Proposed square feet	Existing Building Use	Existing square feet	Difference of square feet
3404 Wisconsin St.					
	Administrative building	1,470	Men's dormitory (13 beds)	1,951	-186
	Commons Building	670	Storage building/area	375 square feet	+305
3406 Wisconsin St.					
	Men's dormitory (16 beds)	1,670	Administrative Building	1,400	+200 .
			Women's dormitory (21 beds)	1,792	

The applicant is proposing a single-family residential appearance to the structures, and is proposing to adhere to the SF2 property development standards. In order to maintain the residential character of the

area, the proposal does not provide off-street parking at the site of the administrative building; Bay Area Homeless has a parking area adjacent to this site. Furthermore, Wisconsin Street pavement has a width of approximately 35 feet, which currently accommodates on-street parking for neighborhood residents.



Site plan (Proposed by Applicant)



In order to recommend approval of an application for a special use permit, the Planning and Zoning Commission shall consider the following factors:

1. **This special use permit will be compatible with and not injurious to the use and enjoyment of other property, not significantly diminish or impair property values within the immediate vicinity in any material way.**

The special use permit request is to reconstruct and expand the homeless shelter operations and its non-conforming uses. Bay Area Homeless Services has been the owner and operator of the property since 2001. The subject properties are occupied by two deteriorating homes that were originally constructed in 1930. Over the years, the structures have been converted into the non-conforming uses that exist today – an administrative office and men’s dormitory.

The longstanding use of the property and its minimal conflict with the surrounding neighborhood indicates that the shelter has and can operate in a manner that is not injurious to adjacent properties. Secondly, the proposed new construction maintains a single-family residential appearance, which will be an enhancement to the residential neighborhood and will not knowingly undermine the established character and value of the surrounding uses.

2. **This special use permit will not impede the normal and orderly development and improvement of surrounding property.**

Because the proposed new construction maintains a single-family residential appearance with bulk, mass, and height of the structures for both properties, and the existing uses are currently co-existing within the neighborhood, the special use permit does not impede the normal and orderly development of the area. The new construction of this form-based development will be an improvement in the neighborhood, and it will not hinder improvements to the surrounding properties.

Additionally, the proposal sustains a similar level of use as the existing property. For example, there are 13 beds in the existing men's dormitory, and the new men's dormitory will have a maximum capacity of 16 beds.

3. **This special use permit will ensure that adequate utilities, access roads, drainage and other necessary supporting facilities have been or will be provided prior to the issuance of a certificate of occupancy.**

This SUP proposal will be required to meet local regulations. The site is part of a platted and established residential neighborhood, so there is existing access to roads, utilities, and drainage facilities to support the proposed use.

4. **This special use permit will ensure that adequate nuisance prevention measures will be taken and maintained to prevent or control offensive odor, fumes, dust, noise and vibration prior to the issuance of a certificate of occupancy.**

The proposed reconstruction and continuation of the land use is more intense than what is permitted in the SF2 zoning district but the existing operation does not produce any of the above nuisances. With the proposed new construction being similar in scale and activity, it is not expected that this SUP will create any nuisances.

5. **This special use permit will ensure that there are sufficient landscaping, screening, setbacks and other land use measures to ensure harmony and compatibility with adjacent property.**

The applicant is proposing a structure that will have a residential character. In addition, the sight plan shows a planted front yard that could serve as the streetscape for the project. The site plan indicates a harmony and compatibility with the adjacent properties.

6. **The proposed use is consistent with the comprehensive plan and is generally consistent with the purposes with the ULDC.**

As a guiding document, the Baytown 2040 Comprehensive Plan's Future Land Use Map (FLUM) serves to provide decision makers with a metric to aid in land use decisions. This request is consistent with the current FLUM, as the subject property is designated "Mixed Density Residential". The primary land use type ranges from detached residential dwellings to high density multifamily residential complexes. This category's secondary

land use types includes neighborhood-scaled development that is no more than three acres.

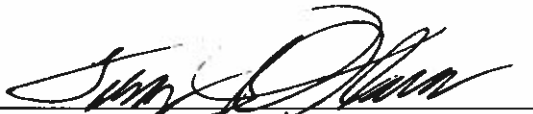
The proposed SUP is a hybrid of a residential and office land use, which meets the intent of the comprehensive plan.

Planning & Zoning Commission Recommendations

Planning & Zoning Commission recommends approval of the special use permit with the following conditions:

- 1) The site shall be developed in conformance with the applicant's site plan, including the proposed front yard streetscape; and
- 2) The reconstruction shall comply with the ULDC's compatibility standards - Division 4, Sec. 3.11 to assure physical harmony within the existing residential area.

The Commission recommends ☐ approval with conditions / ☒ disapproval of the proposed Special Use Permit for the reconstruction of a homeless shelter on the 21st day of June, 2022.



Tracey Wheeler, Chairman
City of Baytown, Texas
Planning and Zoning Commission



CITY COUNCIL MEETING

4. a.

Meeting Date: 07/14/2022

Subject: Public Hearing - Zoning Map Amendment from GC to SF2

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Lamyaa Salem, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Conduct a public hearing concerning a request to amend the official zoning map to rezone approximately 5.26 acres of land located at 715 Alamo Street from a General Commercial (GC) district to a Mixed Residential at Low to a Medium Densities (SF2) zoning district.

PREFACE

The applicant is requesting to rezone approximately 5.26 acres of land located at 715 Alamo Street, legally described as Parcel G in the San Jacinto Crossing Subdivision, Baytown, Harris County, Texas, from General Commercial (GC) to Mixed Residential at Low to Medium Densities (SF2) zoning district.

The subject property is located south of IH 10, east of Garth Road, at the southeast portion of Alamo Street off of Independence Boulevard. The property is 5.26 acres in size and is currently vacant. The applicant is proposing to develop 25 single-family residential lots with a minimum size of 5,400 square feet per lot.

The request is consistent with the existing uses of the surrounding area. The proposed zone change addresses community need identified in the 2040 Comprehensive Plan.

Supporting documentation is attached.

Fiscal Impact

Fiscal Year: 2022

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No Fiscal impact

Attachments

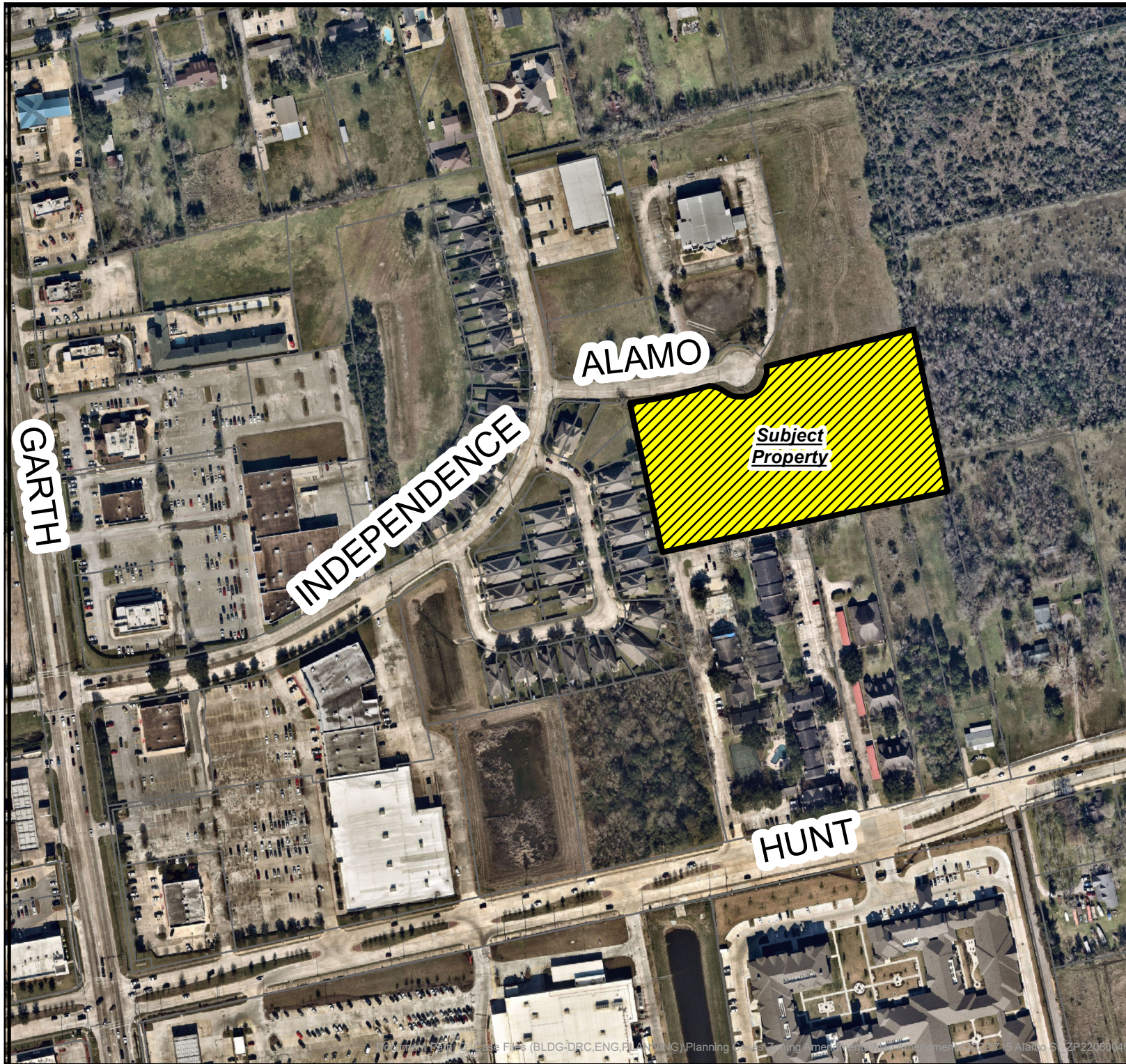
Vicinity Map

Zoning Map

FLUM

Staff Report


Baytown Engage Comments

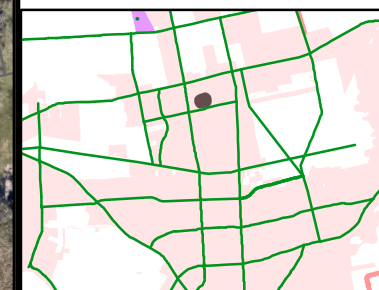


Zoning Map Amendment

715 Alamo Street
Approx. 5.26 acres

Vicinity Map

 Subject Property



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

1 inch = 300 feet

Date 2022-06-16

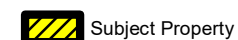


Zoning Map Amendment

Zoning Map









715 Alamo Street

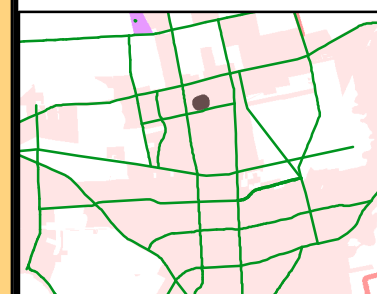
Approx. 5.26 acres



ULDC Zoning

Zoning Districts

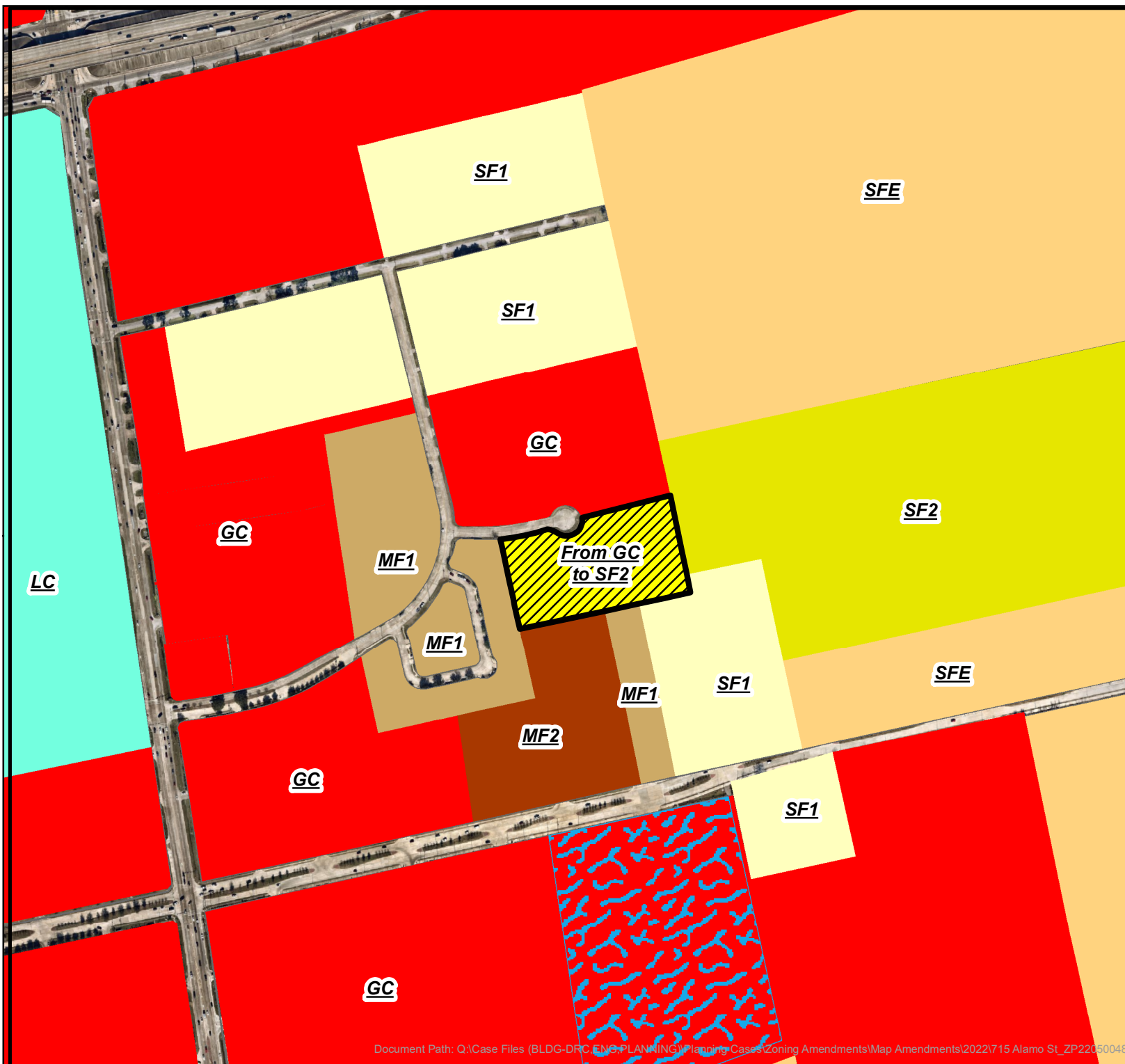
-  GC (General Commercial)
-  LC (Livable Center)
-  MF1 (Med. Density Mixed Res.)
-  MF2 (Mid-Rise Mixed Res.)
-  PUD
-  SF1 (Low Density Single-Fam. Res.)
-  SF2 (Mixed Res. Low/Med. Density)
-  SFE (Single-Fam. Estate)



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1 inch = 500 feet

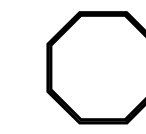
Date 2022-06- 6



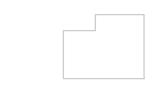










Baytown, TX Comprehensive Plan

Future Land Use

Legend

-  **Special Planning Areas**
- 1 - Gateway Special Planning Area
 - 2 - San Jacinto Special Planning Area
 - 3 - Downtown Special Planning Area
 - 4 - Evergreen Waterfront Special Planning Area

Future Land Use

-  Utility, Right-of-Way
-  Rural
-  Recreation and Natural Areas
-  Low Density Residential
-  Mixed Density Residential
-  Neighborhood Scale Commercial
-  Large Scale Commercial
-  Mixed Use
-  Industrial
-  City Limit Boundary
-  Extraterritorial Jurisdiction

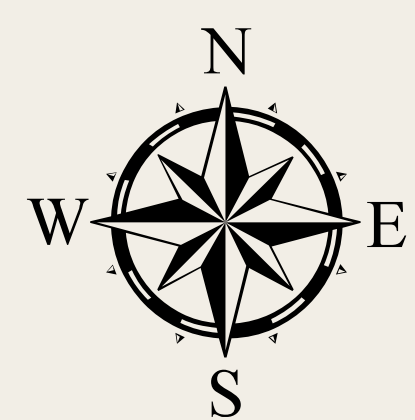
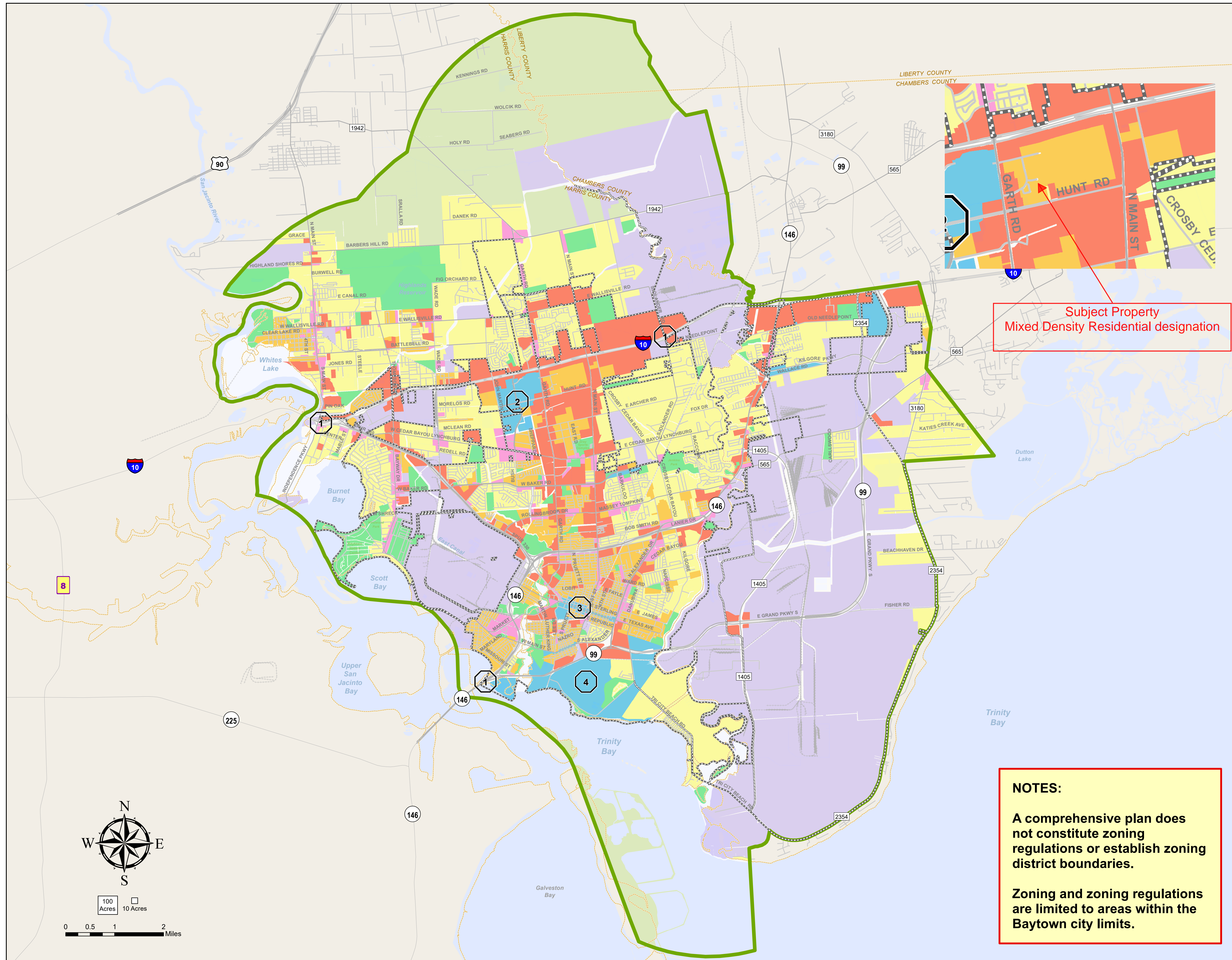
Subject Property
Mixed Density Residential designation

NOTES:

A comprehensive plan does not constitute zoning regulations or establish zoning district boundaries.

Zoning and zoning regulations are limited to areas within the Baytown city limits.

ADOPTED 05/26/2022



100
Acres

10 Acres

0 0.5 1 2 Miles



**City of Baytown
Zoning Map Amendment
Staff Report
June 21, 2022**

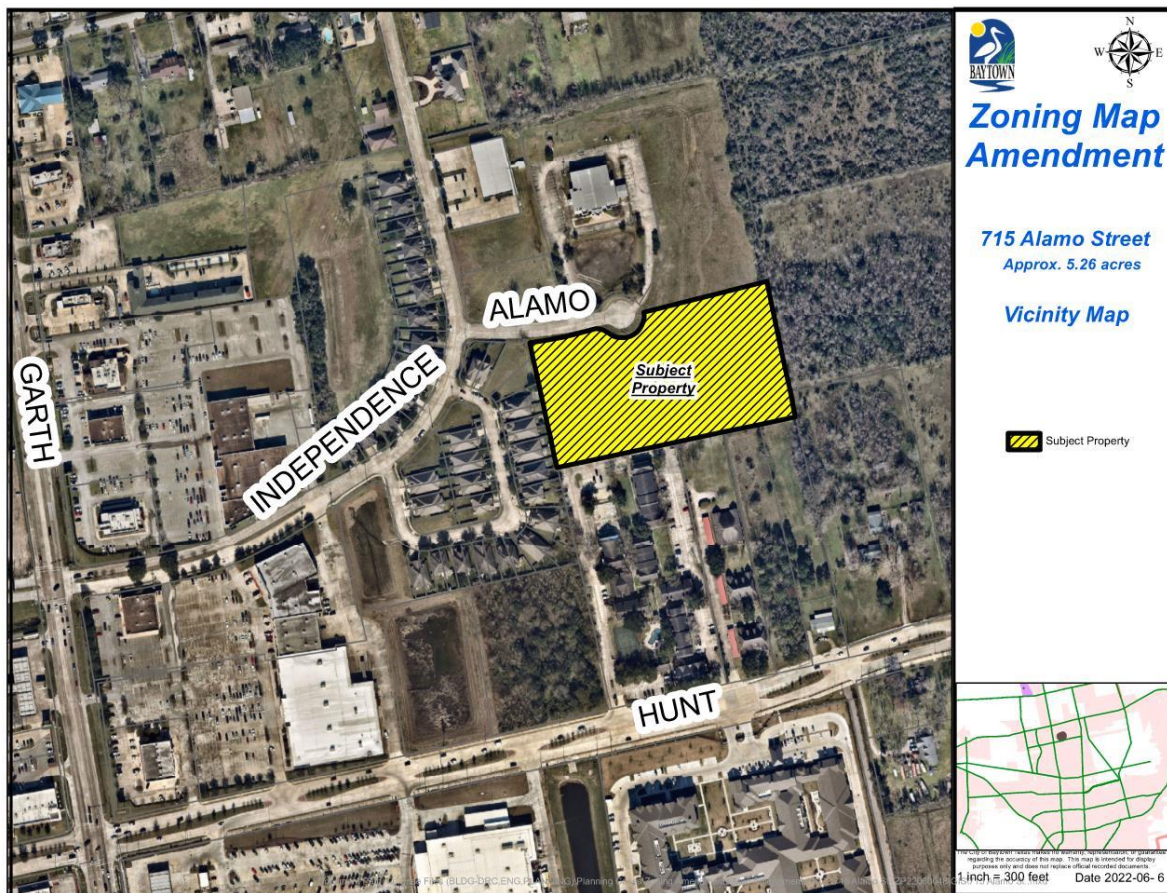
Plan Number: ZP22050048

Address: 715 Alamo Street

Requested Action: The proposed rezoning of approximately 5.26 acres of land located at 715 Alamo Street, legally described as Parcel G in the San Jacinto Crossing Subdivision, Baytown, Harris County, Texas, from General Commercial (GC) to Mixed Residential at Low to Medium Densities (SF2) Zoning District.

Applicant: Ronnie Gonzales – Center Point Survey

Subject Property:



Parcel Map

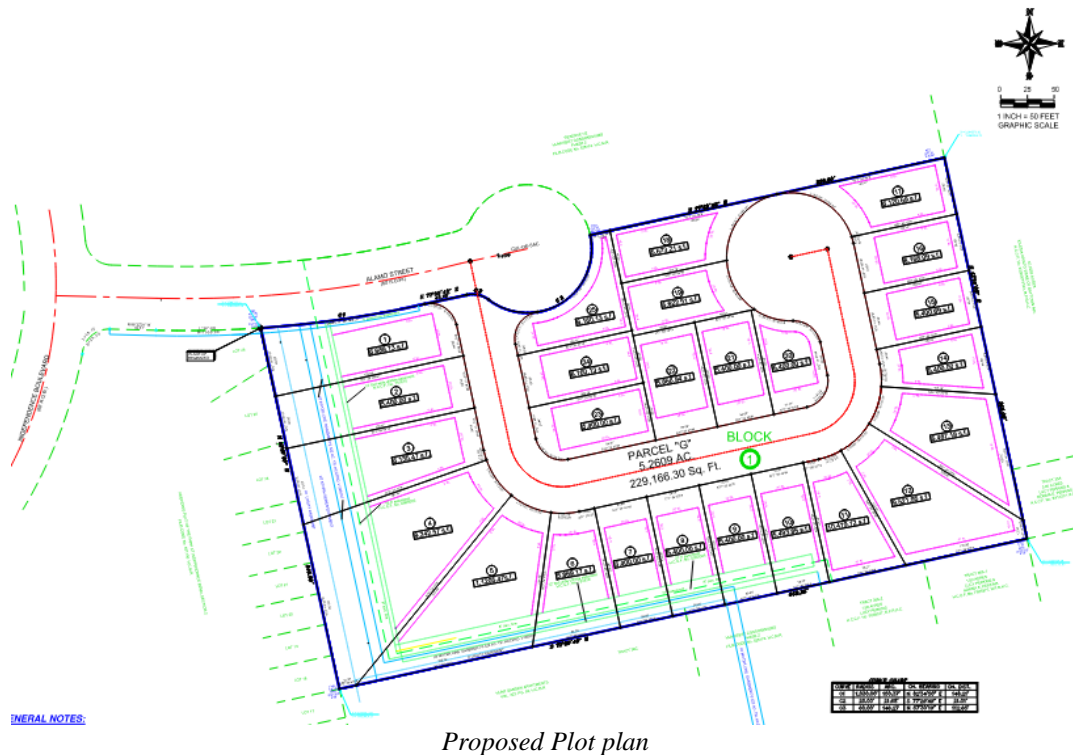
Parcel Information:

The subject property, approximately 5.26 acres located south of IH 10, east of Garth Road, at the southeast portion of Alamo Street off of Independence Boulevard is vacant. The surrounding area is characterized by a mix of residential dwellings. There is residential zoning to the east, south

application for single-family (SF2) residential development is located to the immediate east of the subject property.

History:

The subject property was previously platted in the San Jacinto Subdivision as Parcel G. A replat will be necessary to develop into single-family lots. Since the proposed development includes additional right-of-way and other public infrastructure; a Preliminary Plat, Engineering Letter, and Final Plat will be required.



In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

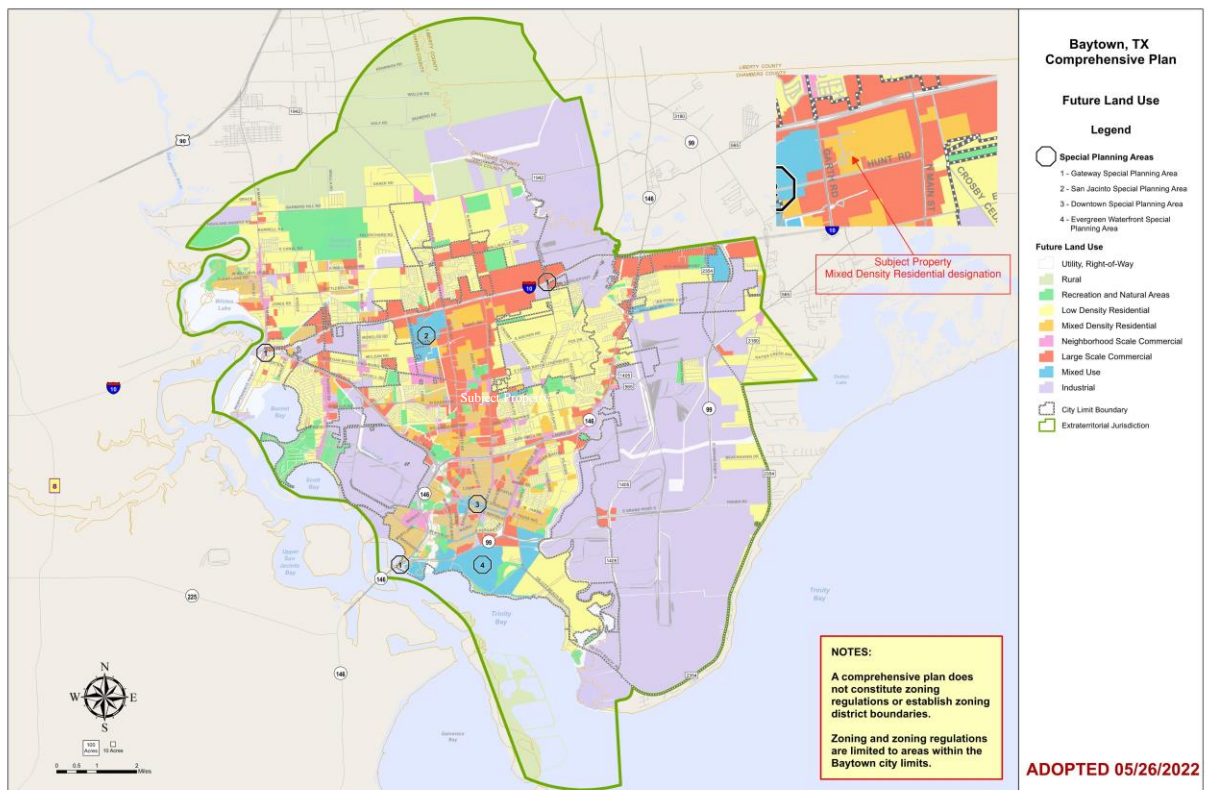
1. Consistency with Guiding Documents.

The *Baytown 2040 Comprehensive Plan*, approved by City Council on May 26, 2022, is a policy document that sets forth a City's long-range planning policies in order to reflect the aspirations and values of residents, property owners, businesses and organizations within the community. The Comprehensive plan provides guidance for the City's zoning map and related decisions (zone change requests, variance applications, etc.). The Future Land Use Map (FLUM) graphically illustrates general future land uses based upon the recommendations made throughout the City's Comprehensive Plan. The FLUM designates the subject property as "Mixed Density Residential".

According to the 2040 Comprehensive Plan, Mixed Density Residential offers a mix of housing types and densities. The density of such areas permits between 6 and 23+ dwelling units per acre depending on the mix of building types and location of the housing as specified by zoning. Mixed infill development of multiple use types is encouraged in these areas.

Primary Land Use Types in Mixed Density Residential:

- Conservation subdivisions that concentrate the overall development footprint through cluster designs, with increased open space set-aside and semi-rural character.
- Detached residential dwellings, including suburban style single-family homes.
- Attached residential dwellings, including duplexes and townhomes.
- Patio homes or other small-lot housing types with common walls.
- Accessory dwelling units (attached and detached).
- Multi-family developments, including:
 - Small multi-family developments (up to 15 du/acre and no more than 50 units)
 - Low to medium density multi-family developments (up to 23 du/acre).
 - High density multi-family (more than 23 du/acre).



FLUM

The proposed ZMA from GC to SF2 is consistent with the 2040 Comprehensive Plan guidance and the FLUM in respect to detached residential dwellings. Although the proposed development provides a density of approximately 4.8 dwelling units per acre which is less dense than the Comprehensive Plan's guideline of six dwelling units per acre. However, it is considered in line with the density provided on an adjacent development to the east Bayview Heights Development. The proposed development meets the ULDC Design and Compatibility Standards in the SF2 zoning district with respect to lot frontage and lot size.

2. Compatible with the Surrounding Area.

Existing development in the surrounding area is predominantly a mix of residential uses that are in close proximity to commercial businesses on Garth Road. Semi-detached dwellings are located to the immediate west of the subject property and off of Independence Boulevard; San Jacinto Church and a vacant parcel are located across Alamo Street and north of the

subject property; and Hunt Garden Apartments are backing onto the south side of the subject property. The proposed residential zoning will complement existing residential dwellings in the surrounding area and will provide a single-family detached housing option within the neighborhood. The proposed rezoning of the subject property from GC to SF2 is considered compatible with the surrounding area (Please see Zoning Map). Compatible zoning districts with SF2 category include Single Family Estate (SFE), Low Density Single-family Residential (SF1), Neighborhood Serving Commercial (NSC), Medium Density Mixed Residential (MF1), and Open Space/Recreation (OR).

3. **Promotion of health, safety, or general welfare.**

It is not anticipated that the proposed SF2 zoning district and the proposed residential use would be detrimental to the health, safety, or general welfare of the general area. The proposed public road will be built to city standards to ensure adequate access for fire, police, and other services. Sidewalks will be required along the city right-of-way for pedestrian safety. However, the proposed development will be required to meet all current adopted codes of the City of Baytown and therefore promote the health, safety and welfare of the community.

4. **Facilitation of infrastructure.**

City utilities are provided in Alamo Street; however, the subject development is proposing a U-shaped public street that ends with a cul de sac within the boundaries of the property (please see proposed plan). Proposed public street alignment and utility expansion will be evaluated by City staff once platting and development applications are submitted for this property.

5. **There are changed conditions.**

Continued population-growth demands for more quality residential developments and a variety of housing options within the City of Baytown. The proposed residential development will: facilitate the expansion of public roads and public utilities; add 25 new residential units to the housing market; and make better use of existing resources within the neighborhood.

6. **Effect on natural environment.**

The subject development will provide for streetscape along this section of Alamo Street as well as along the proposed public streets. Moreover, the applicant is required to mitigate any adverse impacts on the natural environment and surrounding developments by implementing standards contained throughout the City of Baytown Code of Ordinances.

7. **Community need.**

The proposed utilization of a vacant lot with a single-family detached development will: be compatible with the surrounding existing uses; will add 25 units to the City of Baytown housing market; and provide infill development for this area of city..

Planning Staff Recommendations

Staff recommends approval of the proposed zoning map amendment to Mixed Residential at Low to Medium Densities (SF2) Zone.

Comment Form - 715 Alamo St.

SURVEY RESPONSE REPORT

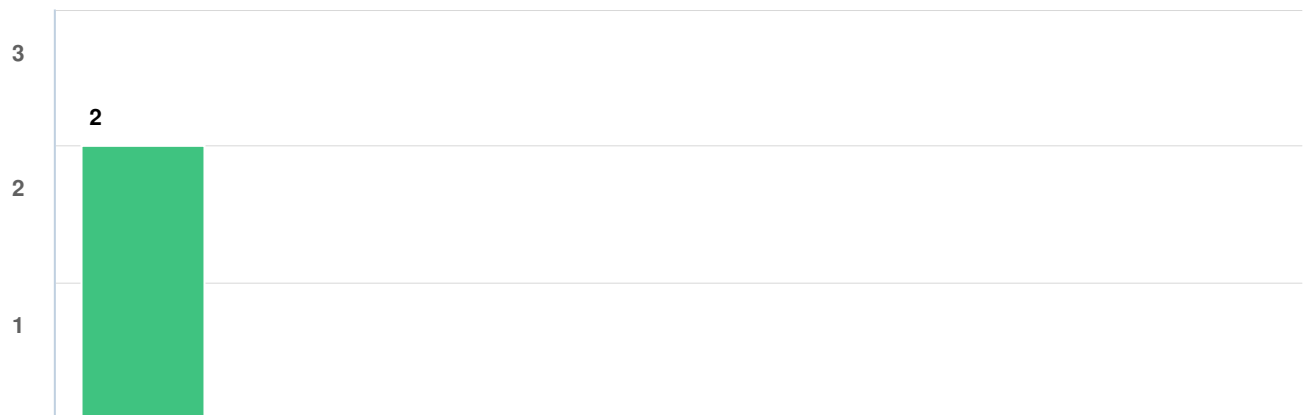
27 August 2020 - 06 July 2022

PROJECT NAME:

715 Alamo Street - Zoning Map Amendment

SURVEY QUESTIONS

Q1 How did you hear about this development application?



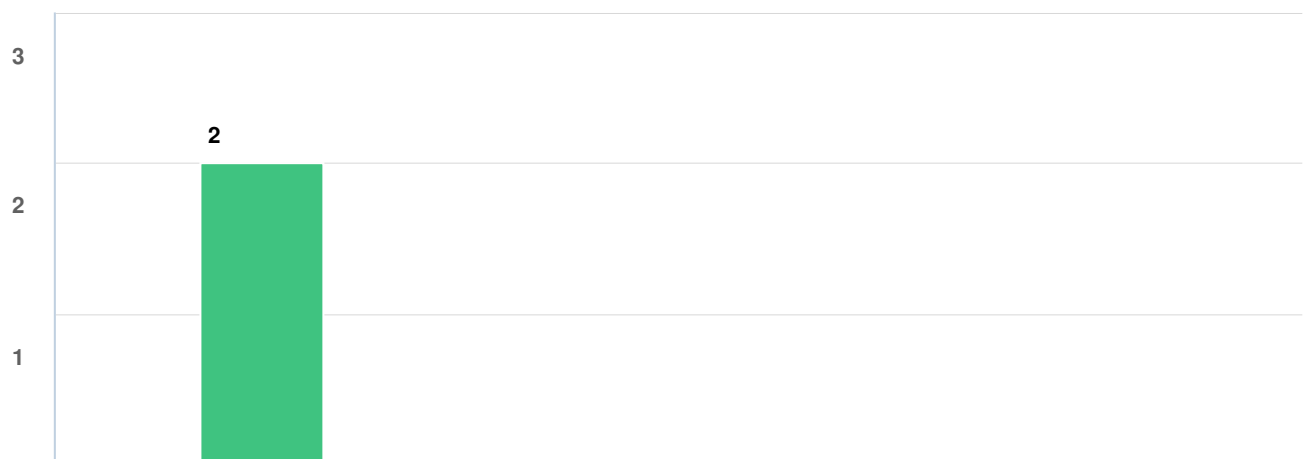
Question options

- Letter from the City of Baytown
- Public Notice in the Baytown Sun
- Sign on-site
- Social media
- Word of mouth
- BaytownEngage.com
- Other (please specify)

Optional question (2 response(s), 0 skipped)

Question type: Checkbox Question

Q2 After considering the likely impact this proposal has on your property, do you:



Question options

- Object to the proposal
- Support the proposal
- Neither support or object

Optional question (2 response(s), 0 skipped)

Question type: Checkbox Question

Q3 Please explain your answer to Question 5 and include how you will be impacted by the proposal.

Screen Name Redacted

6/21/2022 07:24 AM

I specifically spoke to the owner/developer of the property and he told me high end homes were going to be built on acre lots. This letter from City sounds much different. Homes from 718 to 754 San Jacinto Circle have already flooded from water penetrating the perimeter of their homes from the property being developed. My worry is this will cause worse drainage problems. The developer may build up his property and cause water to be dispersed to homes on SJC. I am not in favor of this development.

Screen Name Redacted

6/21/2022 07:37 AM

I have lived here 7 years and our street has flooded 3 times. The drainage has been a problem and I am concerned that developing 25 homes behind me will further impact the drainage issue!

Optional question (2 response(s), 0 skipped)

Question type: Essay Question

Q4 Please upload any attachments that you would like included with your comments.

Screen Name Redacted

[View](#) | [Download](#)

6/21/2022 07:37 AM

Optional question (1 response(s), 1 skipped)

Question type: File Question

Q4 Please upload any attachments that you would like included with your comments.

Screen Captions from attached video submitted 6/21/2022:





CITY COUNCIL MEETING

4. b.

Meeting Date: 07/14/2022

Subject: Consider Zoning Map Amendment from GC to SF2

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Lamyaa Salem, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Consider an ordinance concerning a request to amend the official zoning map to rezone approximately 5.26 acres of land located at 715 Alamo Street from a General Commercial (GC) district to a Mixed Residential at Low to Medium Densities (SF2) zoning district.

PREFACE

The applicant is requesting to rezone approximately 5.26 acres of land located at 715 Alamo Street, legally described as Parcel G in the San Jacinto Crossing Subdivision, Baytown, Harris County, Texas, from General Commercial (GC) to a Mixed Residential at Low to Medium Densities (SF2) zoning district.

The subject property is located south of IH 10, east of Garth Road, at the southeast portion of Alamo Street off of Independence Boulevard. The property is 5.26 acres in size and is currently vacant. The applicant is proposing to develop 25 single-family residential lots with a minimum size of 5,400 square feet per lot.

The request is consistent with the existing uses of the surrounding area. The proposed zone change addresses community need identified in the 2040 Comprehensive Plan.

Supporting documentation is attached to previous item.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No Fiscal Impact

Attachments

Ordinance - Zoning Map Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BAYTOWN TO REZONE APPROXIMATELY 5.26 ACRES LOCATED AT 715 ALAMO STREET, LEGALLY DESCRIBED AS PARCEL G IN THE SAN JACINTO CROSSING SUBDIVISION, BAYTOWN, HARRIS COUNTY, TEXAS, FROM A GENERAL COMMERCIAL (GC) ZONING DISTRICT TO A MIXED RESIDENTIAL AT LOW TO MEDIUM DENSITIES (SF2) ZONING DISTRICT; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby amends the official zoning map of the City of Baytown to effectuate zoning district changes for approximately 5.26 acres located at 715 Alamo Street, legally described as Parcel G in the San Jacinto Crossing Subdivision, Baytown, Harris County, Texas, from a General Commercial (GC) Zoning District to a Mixed Residential at Low to Medium Densities (SF2) Zoning District. The amended portion of the official zoning map is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 3: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects, this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 4: If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances; and to this end, all provisions of this ordinance are declared to be severable.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

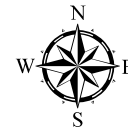
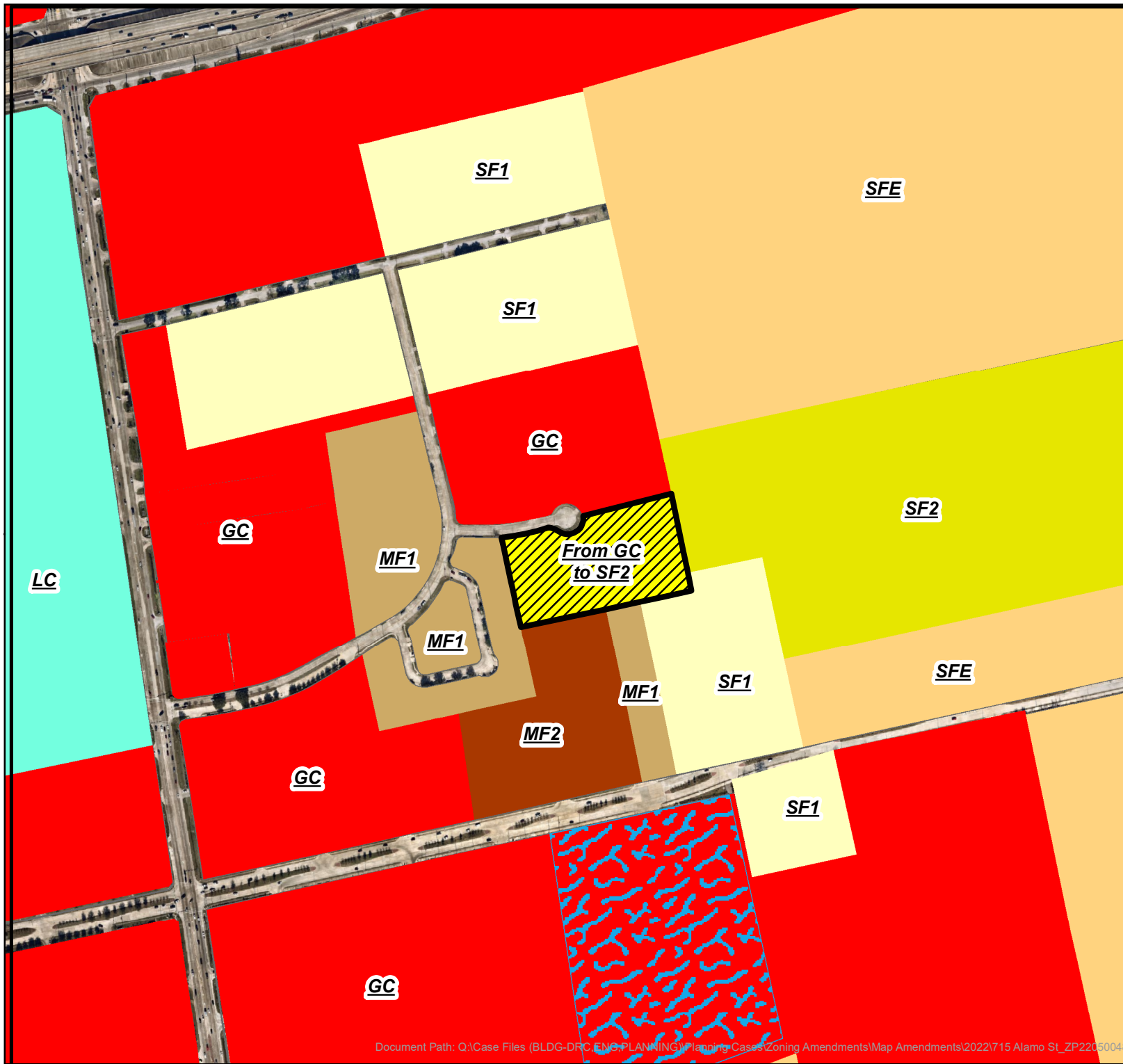
ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"

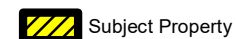


Zoning Map Amendment

Zoning Map

715 Alamo Street









Approx. 5.26 acres

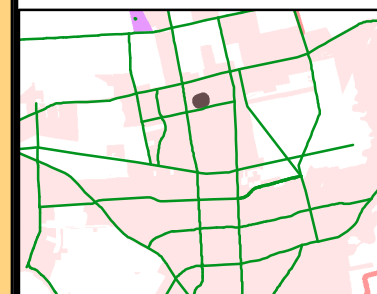


Subject Property

ULDC Zoning

Zoning Districts

-  GC (General Commercial)
-  LC (Livable Center)
-  MF1 (Med. Density Mixed Res.)
-  MF2 (Mid-Rise Mixed Res.)
-  PUD
-  SF1 (Low Density Single-Fam. Res.)
-  SF2 (Mixed Res. Low/Med. Density)
-  SFE (Single-Fam. Estate)



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1 inch = 500 feet

Date 2022-06- 6



PLANNING AND ZONING COMMISSION REPORT TO CITY COUNCIL

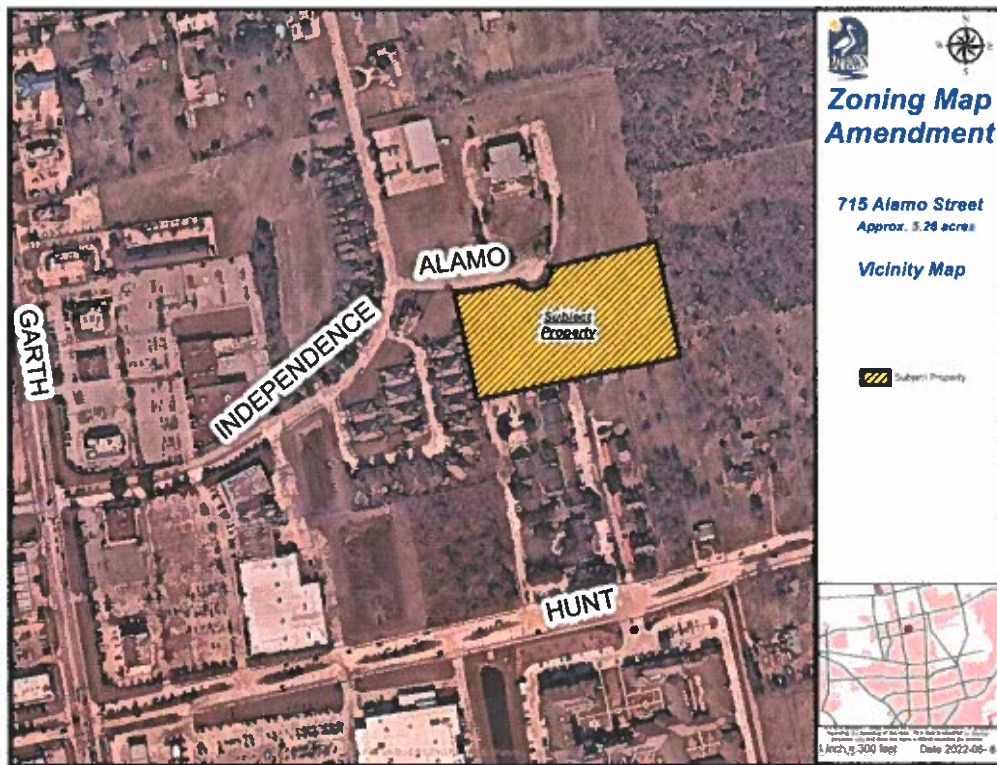
TO: City Council
FROM: Planning and Zoning Commission
RE: Zoning Map Amendment from GC to SF2
DATE: June 21, 2022

This is the report required to be submitted by the Planning and Zoning Commission per Section 1.26 of the Unified Land Development Code, Baytown Code of Ordinances to the City Council. This report also serves as the final report that is to be used by the Council in its consideration of the amendment as set forth in Section 1.26 of the code.

Requested Action: Zoning Map Amendment to the official zoning map to rezone approximately 5.26 acres addressed as 715 Alamo Street, legally described as Parcel G in the San Jacinto Crossing Subdivision, Baytown, Harris County, Texas, from General Commercial (GC) to Mixed Residential at Low to Medium Densities (SF2) Zoning District.

Applicant: Ronnie Gonzales – Center Point Survey

Subject Property: Approximately 5.26 acres addressed as 715 Alamo Street, legally described as Parcel G in the San Jacinto Crossing Subdivision, Baytown, Harris County, Texas.



Parcel Map

Parcel Information

Current Use: Vacant

Proposed Use: Residential

Future Land Use Map: Mixed Density Residential

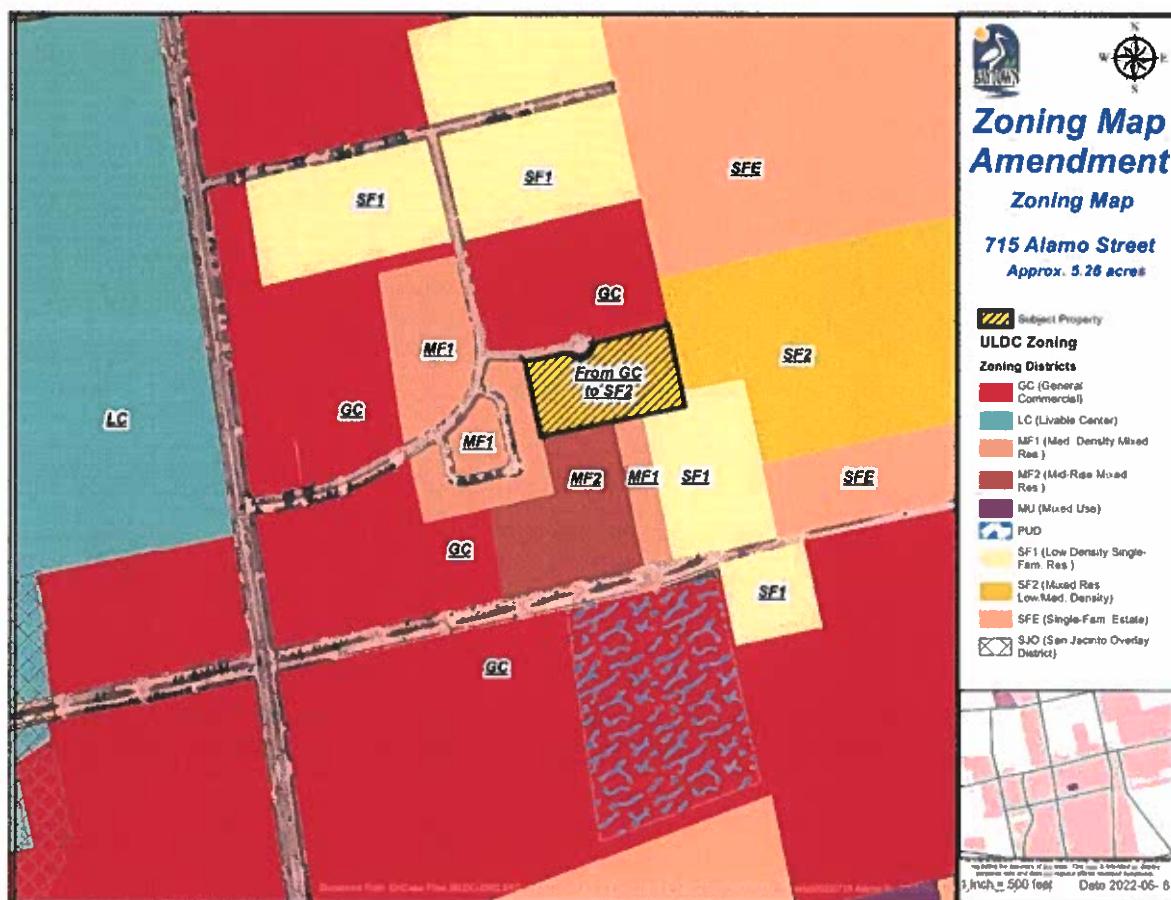
Adjacent Parcel Information

North: General Commercial (GC), San Jacinto Christian Church INC, and a vacant parcel

South: Mid-Rise Mixed Residential (MF2), Medium Density Mixed Residential (MF1), and Low Density Single-Family Residential (SF1)

East: Mixed Residential at Low to Medium Densities (SF2)

West: Medium Density Mixed Residential (MF1)



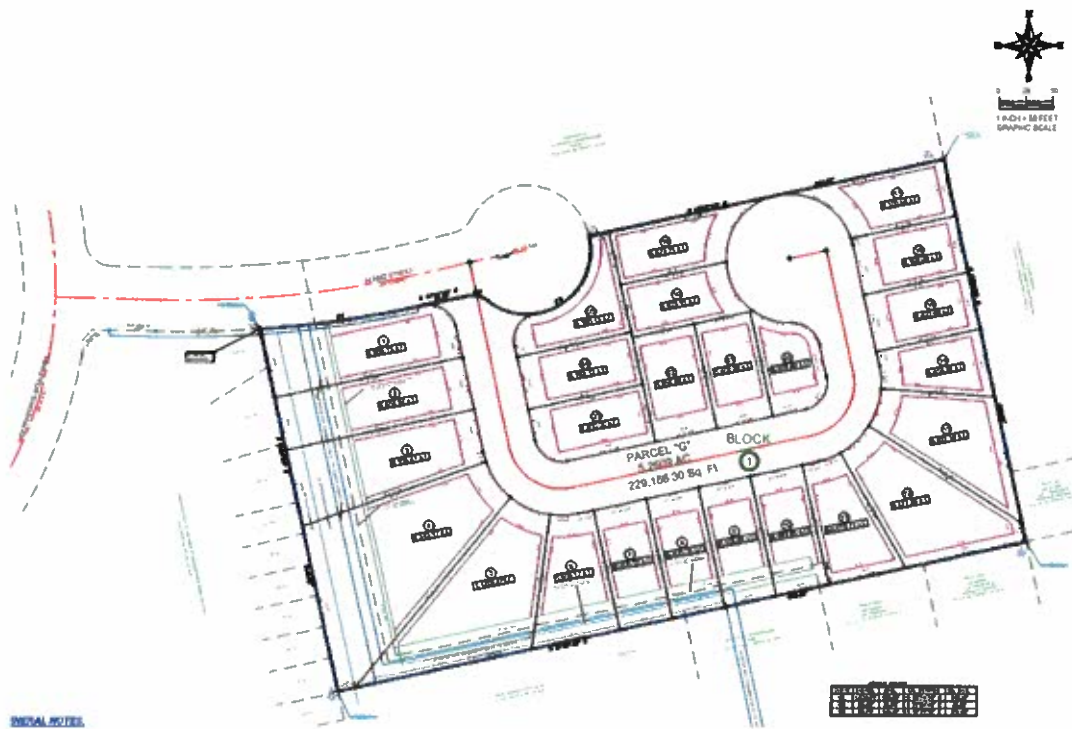
Zoning Map

Staff Analysis (Background):

The applicant is requesting to rezone the subject property, which is vacant, from GC to SF2 to allow for the construction of 25 single-family residential homes. The preliminary plan includes 25 lots with a minimum size of 5,400 square feet. The surrounding properties to the west and south are residential developments in various residential zones. An active preliminary plat application for single-family (SF2) residential development is located to the immediate east of the subject property.

History:

The subject property was previously platted in the San Jacinto Subdivision as Parcel G. A replat will be necessary to develop into single-family lots. Since the proposed development includes additional right-of-way and other public infrastructure; a Preliminary Plat, Engineering Letter, and Final Plat will be required.



Proposed Plot plan

In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

1. Consistency with Guiding Documents.

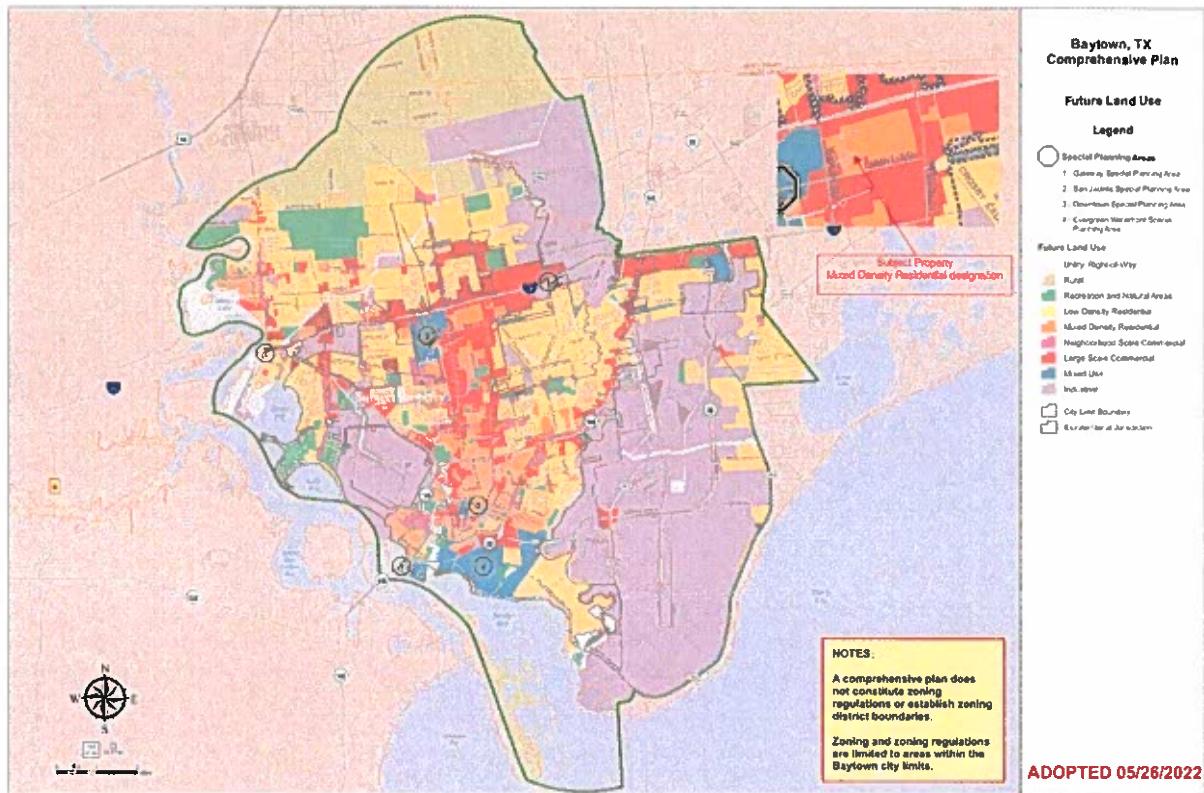
The *Baytown 2040 Comprehensive Plan*, approved by City Council on May 26, 2022, is a policy document that sets forth a City's long-range planning policies in order to reflect the aspirations and values of residents, property owners, businesses and organizations within the community. The Comprehensive plan provides guidance for the City's zoning map and related decisions (zone change requests, variance applications, etc.). The Future Land Use Map (FLUM) graphically illustrates general future land uses based upon the recommendations made throughout the City's Comprehensive Plan. The FLUM designates the subject property as "Mixed Density Residential".

According to the 2040 Comprehensive Plan, Mixed Density Residential offers a mix of housing types and densities. The density of such areas permits between 6 and 23+ dwelling units per acre depending on the mix of building types and location of the housing as specified by zoning. Mixed infill development of multiple use types is encouraged in these areas.

Primary Land Use Types in Mixed Density Residential:

- Conservation subdivisions that concentrate the overall development footprint through cluster designs, with increased open space set-aside and semi-rural character.

- Detached residential dwellings, including suburban style single-family homes.
- Attached residential dwellings, including duplexes and townhomes.
- Patio homes or other small-lot housing types with common walls.
- Accessory dwelling units (attached and detached).
- Multi-family developments, including:
 - Small multi-family developments (up to 15 du/acre and no more than 50 units)
 - Low to medium density multi-family developments (up to 23 du/acre).
 - High density multi-family (more than 23 du/acre).



FLUM

The proposed ZMA from GC to SF2 is consistent with the 2040 Comprehensive Plan guidance and the FLUM in respect to detached residential dwellings. Although the proposed development provides a density of approximately 4.8 dwelling units per acre which is less dense than the Comprehensive Plan's guideline of six dwelling units per acre. However, it is considered in line with the density provided on an adjacent development to the east Bayview Heights Development. The proposed development meets the ULDC Design and Compatibility Standards in the SF2 zoning district with respect to lot frontage and lot size.

2. **Compatible with the Surrounding Area.**

Existing development in the surrounding area is predominantly a mix of residential uses that are in close proximity to commercial businesses on Garth Road. Semi-detached dwellings are located to the immediate west of the subject property and off of Independence Boulevard; San Jacinto Church and a vacant parcel are located across Alamo Street and north of the subject property; and Hunt Garden Apartments are backing onto the south side of the subject property. The proposed residential zoning will complement existing residential dwellings in the surrounding area and will provide a single-family detached housing option within the neighborhood. The proposed rezoning of the subject property from GC to SF2 is considered compatible with the surrounding area (Please see Zoning Map). Compatible zoning districts with SF2

category include Single Family Estate (SFE), Low Density Single-family Residential (SF1), Neighborhood Serving Commercial (NSC), Medium Density Mixed Residential (MF1), and Open Space/Recreation (OR).

3. **Promotion of health, safety, or general welfare.**

It is not anticipated that the proposed SF2 zoning district and the proposed residential use would be detrimental to the health, safety, or general welfare of the general area. The proposed public road will be built to city standards to ensure adequate access for fire, police, and other services. Sidewalks will be required along the city right-of-way for pedestrian safety. However, the proposed development will be required to meet all current adopted codes of the City of Baytown and therefore promote the health, safety and welfare of the community.

4. **Facilitation of infrastructure.**

City utilities are provided in Alamo Street; however, the subject development is proposing a U-shaped public street that ends with a cul de sac within the boundaries of the property (please see proposed plan). Proposed public street alignment and utility expansion will be evaluated by City staff once platting and development applications are submitted for this property.

5. **There are changed conditions.**

Continued population-growth demands for more quality residential developments and a variety of housing options within the City of Baytown. The proposed residential development will: facilitate the expansion of public roads and public utilities; add 25 new residential units to the housing market; and make better use of existing resources within the neighborhood.

6. **Effect on natural environment.**

The subject development will provide for streetscape along this section of Alamo Street as well as along the proposed public streets. Moreover, the applicant is required to mitigate any adverse impacts on the natural environment and surrounding developments by implementing standards contained throughout the City of Baytown Code of Ordinances.

7. **Community need.**

The proposed utilization of a vacant lot with a single-family detached development will: be compatible with the surrounding existing uses; will add 25 units to the City of Baytown housing market; and provide infill development for this area of city.

The Commission recommends ☒ approval / ☐ disapproval of the proposed zoning map amendment from GC to SF2 on the 21st day of June 2022.



Tracey Wheeler, Chairman
City of Baytown, Texas
Planning and Zoning Commission



CITY COUNCIL MEETING

5. a.

Meeting Date: 07/14/2022

Subject: Conduct First Public Hearing for a Voluntary Annexation of approximately 62.02 acres

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Trevor Harlow, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Conduct the first public hearing regarding the proposed annexation of approximately 62.02 acres generally located east of North Main Street between East Wallisville Road and FM 1942.

PREFACE

This is the first public hearing regarding the proposed annexation of approximately 62.02 acres of land situated in the George Ellis League, A-21, Harris County, Texas, located generally east of North Main Street between East Wallisville Road and FM 1942

On June 9th, 2022, City Council approved a resolution granting the petition and directed staff to create a service plan for the area. A services agreement, detailing a list of services with the owner will be considered in a separate item. The entire property is concurrently undergoing the rezoning process to be designated as a Mixed residential at low to medium densities (SF2) Zoning District. The 71.66-acre parcel directly to the south of this property was annexed by the City of Baytown on June 24, 2021 and was also rezoned to permit a proposed single-family residential subdivision called Bay Creek. This application would seek to add additional lots to the Bay Creek development.

The supporting documentation is attached for your review.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

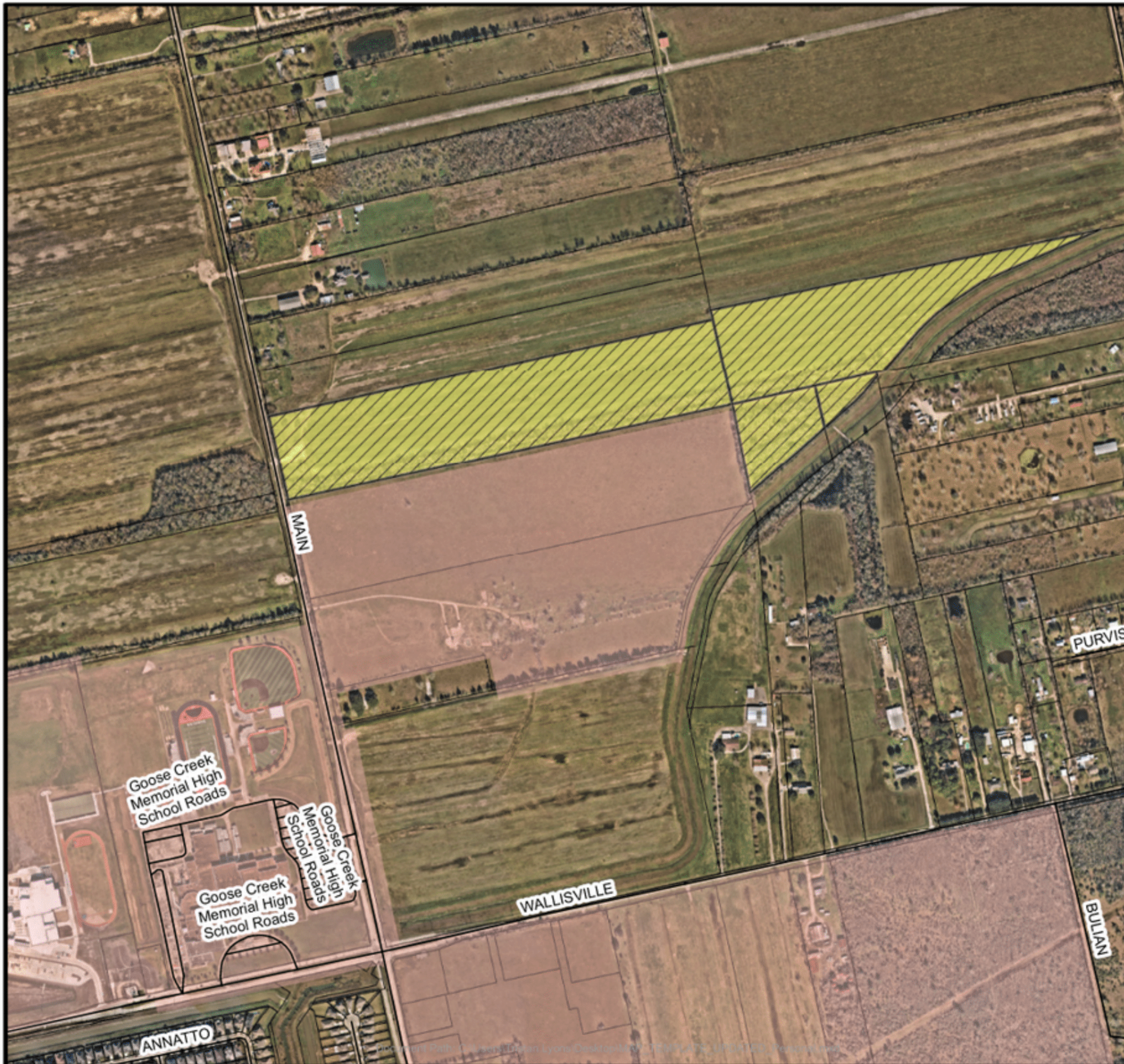
Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Vicinity Map

Annexation Petition and Resolution



Zoning Map Amendment

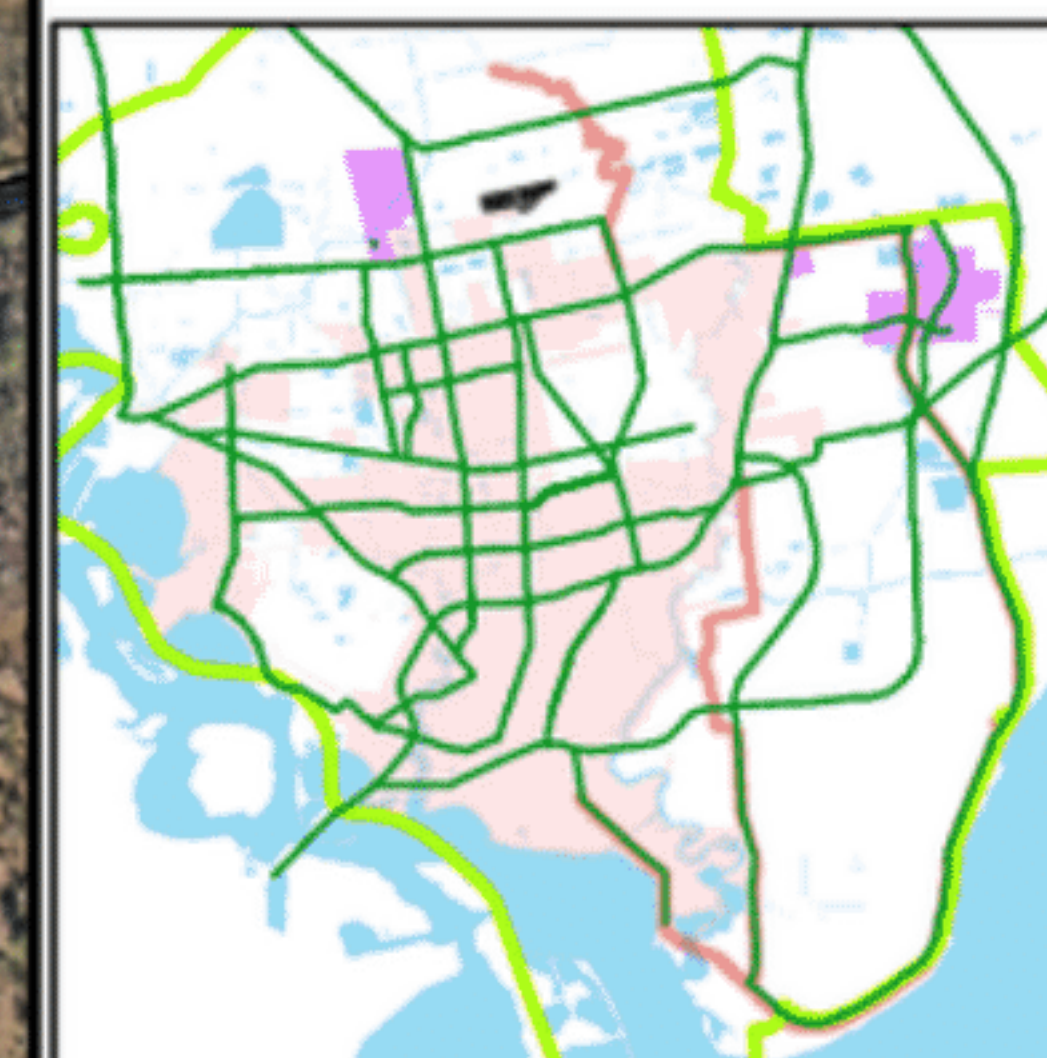
Vicinity Map

Bay Creek

Approx. 62.02 acres

LEGEND

-  Subject Property
-  Parcels
-  City Limit



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

1 inch = 775 feet Date 2022-06-03

RESOLUTION NO. 2787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF CASTLEROCK COMMUNITIES, LLC, FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 62.02 ACRES, LOCATED GENERALLY EAST OF NORTH MAIN STREET BETWEEN EAST WALLISVILLE ROAD AND FM 1942, IN THE GEORGE ELLIS LEAGUE, A-21, HARRIS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; 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, Texas, hereby grants the petition of CastleRock Communities, LLC, for the proposed annexation of approximately 62.02 acres, located generally east of North Main Street between East Wallisville Road and FM 1942, in the George Ellis League, A-21, Harris County, Texas. Said petition is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Planning and Development Services Department to prepare a service plan for the property identified in Section 1 hereof.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 9th day of June, 2022.

ATTEST:


ANGELA JACKSON, City Clerk




BRANDON CAPETILLO, Mayor

APPROVED AS TO FORM:


TREVOR FANNING, Interim City Attorney

EXHIBIT "A"



Planning and Development Services
2401 Market Street
Baytown, TX 77520
Phone: 281-420-5394
Planning@baytown.org

CITY OF BAYTOWN

PETITION REQUESTING ANNEXATION

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

STATE OF TEXAS

COUNTY OF HARRIS/CHAMBERS

COME NOW, CastleRock Communities, LLC, Owner(s) of the real property describes as follows to-wit:

(Describe property and attach metes and bounds)

62.015 Acres on the East side of North Main between East Wallisville & Crosby Barbers Hill Road

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

East side of North Main between East Wallisville & Crosby Barbers Hill Road

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Residential/Manufactured (Number of Lots) <u>156</u> | <input type="checkbox"/> Multifamily (Number of Units) _____ |
| <input type="checkbox"/> Commercial Business (Business type) _____ | <input type="checkbox"/> RV Park (Number of Pads) _____ |
| <input type="checkbox"/> Restaurant (Number of seats) _____ | <input type="checkbox"/> Hotel/Motel (Number of Beds) _____ |
| <input type="checkbox"/> Office Building (Number of Occupants) _____ | <input type="checkbox"/> Retail (Number of Washrooms) _____ |
| <input type="checkbox"/> Other (description) _____ | |

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

Application Fee: voluntary annexations are \$300.00

(I), (We), CastleRock Communities, LLC, the Owner(s) of the above-described property request annexation of the property by the City of Baytown.

SIGNED this the 26 day of May, 2022.

Owner

Lance Wright - CO CEO

Name & Title

2401 Fountain View #215, Houston, TX. 77057

Address

713-600-7064

Telephone Number

AYODER@C-ROCK.COM

Email Address

Owner

Name & Title

Address

Telephone Number

Email Address

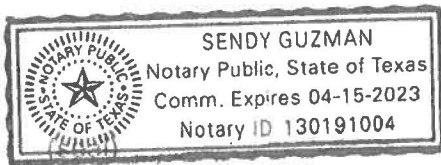
Acknowledgement

State of Texas §

County of Harris / ~~Chambers~~ §

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

To certify which witness my hand and official seal on this the 26th day of May, 2022.



[Signature]
Notary Public * STATE OF TEXAS

Corporate Acknowledgement

State of Texas §

County of Harris/Chambers §

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

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

Notary Public * STATE OF TEXAS

(seal)

AFTER RECORDING, RETURN TO:
City of Baytown
Attn: Planning Department
P. O. Box 424
Baytown, TX 77522-0424



**City of Baytown
Municipal Annexation
Staff Report**

Applicant: CastleRock Communities, LLC

Requested Action: Expand the municipal boundaries via voluntary annexation by approximately 62.02 acres.

Subject area: Approximately 62.02 acres of land situated in the George Ellis League, A-21, Harris County, Texas, located generally east of North Main Street between East Wallisville Road and FM 1942.

Date: June 22, 2022

Purpose of the Annexation:

The applicant is requesting to be annexed into the City of Baytown jurisdiction to obtain city services and begin development of single-family residences. The 71.66 acre parcel directly to the south of this property was annexed by the City of Baytown on June 24, 2021 and was rezoned to permit a single-family residential subdivision called Bay Creek. This application would seek to add additional lots to the Bay Creek development. The subject area is concurrently undergoing the rezoning process to be designated as a mixed residential at low to medium densities (SF2) Zoning District.

Existing Conditions:

The subject area is vacant and is classified by Harris County Appraisal District (HCAD) as real, qualified agricultural land use. The subject property is surrounded by vacant land.

Adjacent Land Use

	<i>North</i>	<i>South</i>	<i>East</i>	<i>West</i>
<i>Zoning Designation</i>	None	Mixed residential at low to medium densities (SF2)	None	None
<i>Land Use</i>	Vacant	Vacant	Drainage channel	North Main Street

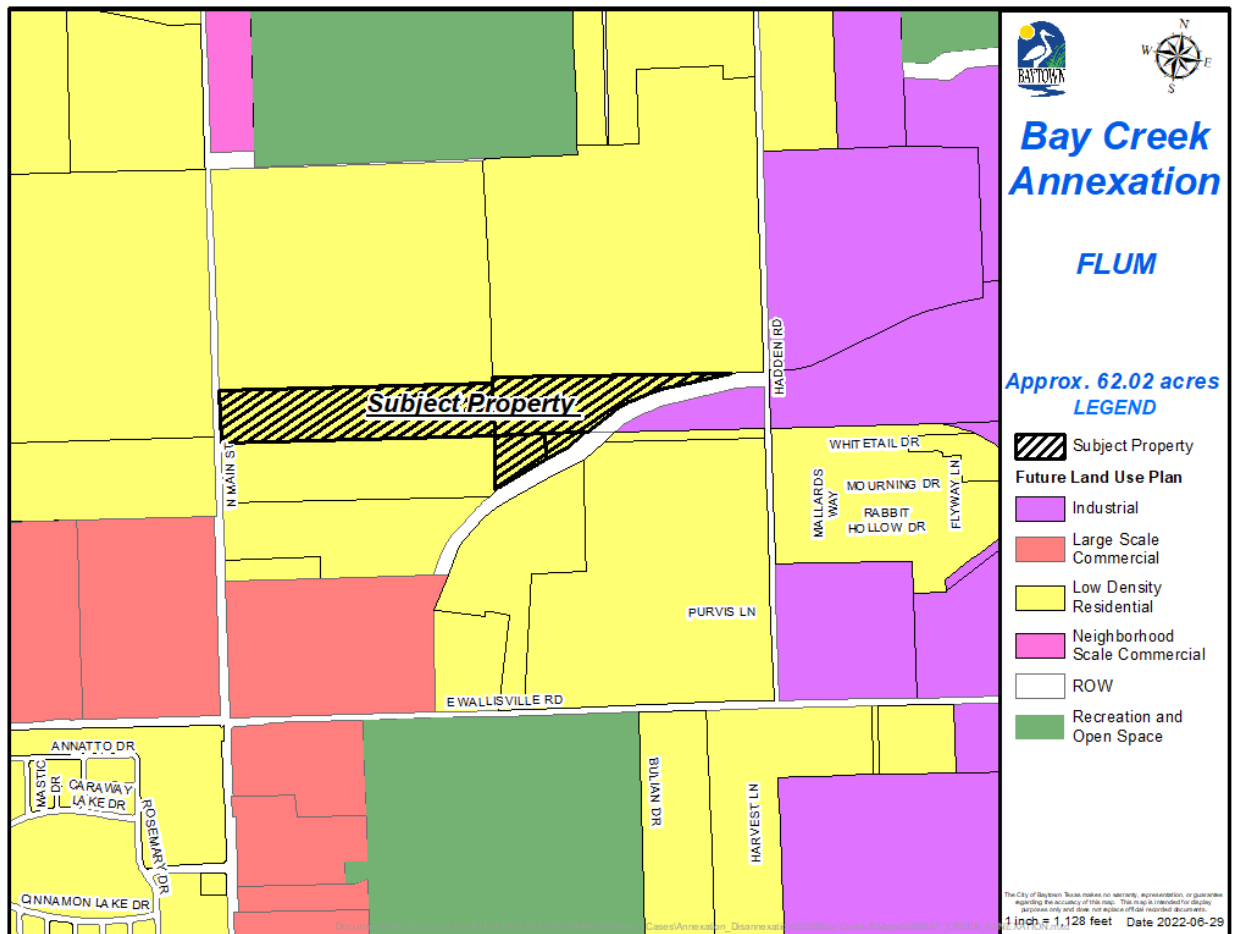
Comprehensive Plan Land Use Designation

The *Baytown 2040 Comprehensive Plan*, approved by City Council on May 26, 2022, is a policy document that sets forth a City's long-range planning policies in order to reflect the aspirations and values of residents, property owners, businesses and organizations within the community. The Future Land Use Map (FLUM) graphically illustrates general future land uses based upon the recommendations made throughout the City's Comprehensive Plan. The FLUM designates the subject property as "Low Density Residential".

According to the 2040 Comprehensive Plan, Low Density Residential designation is for residential areas that have lower densities per acre than other areas of the city, typically 6 dwelling units per acre or lower. This can include a variety of housing types and neighborhoods. Non-residential uses (such as neighborhood serving businesses) are also found in low density residential areas. New non-residential uses should follow the neighborhood scale commercial location criteria.

Primary Land Use Types

- Conservation subdivisions that concentrate the overall development footprint through cluster designs, with increased open space set-aside and semi-rural character.
- Detached residential dwellings, including:
 - Large lot estate homes (density equal to or greater than 1 du/acre).
 - Suburban style single-family detached homes (density up to 6 du/acre).
- Attached residential dwellings, including duplexes and townhomes (density up to 6 du/acre).
- Patio homes or other small-lot housing types with common walls (density up to 6 du/acre).



Voluntary Annexation Considerations

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

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

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

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

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

Annexation of this property will allow access to city services and shall follow the *2040 Comprehensive Plan* and *Future Land Use Plan*. The proposed single-family development aligns with the Housing and Neighborhood's first goal for residential growth occurring in logical areas in a manner that supports fiscal sustainability of the City into the future. After annexation, the owner desires to include the subject property in the previously approved single-family residential subdivision, Bay Creek, adjacent to the subject property. The applicant is also pursuing a zoning map amendment for mixed residential at low to medium densities (SF2) zoning district.

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

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

Service Plan Summary:

Fire Department: The subject properties of the proposed annexation will be assigned to Station 7. The subject property is located in ESD-75 and already receives fire services from the City of Baytown. Upon annexation, the area will receive comparable levels of service as any area within Baytown, and will contribute to an increase in demand for services which can impact existing response times. The increase in Fire Department response area can gradually increase call volume and response times creating need for additional resources. The subject property being located in the north side of the city could have an impact on single unit and full alarm response standards. An increase in medical emergencies due to annexations and development will require additional ambulance and personnel.

Police Department: The proposed annexation will receive a comparable level of services, infrastructure, and infrastructure maintenance available in other parts of the municipality with topography, land use, and population density similar to those reasonably contemplated or projected in the area. Initially, there will be no change to response times, however as the land is developed, response times for police service will be impacted. As development calls, services will expand, necessarily increasing response times across this and neighboring districts. The subject area will

be assigned to Police District 10 and will go into effect upon annexation.

Health Department: The proposed annexation will impact Mosquito Control operations and will need to add additional staff and equipment to provide adequate response times. It will also impact Neighborhood Protection division (Code Enforcement) and will need to add additional staff and vehicles.

Parks and Recreation Department: The proposed annexation shall be assigned to the Parks & Recreation Mowing Division and received levels of service comparable to all of Main Street South of Wallisville, which would include mowing ditches, picking up trash and edging. Upon annexation, two hours will be added to the normal mowing operations monthly. Upon annexation, there will be a fiscal impact for Wallisville Road of \$2256 total annually, not including gas mileage/maintenance.

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

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

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

Staff Recommendation:

Staff recommends approval of the proposed annexation.



CITY COUNCIL MEETING

5. b.

Meeting Date: 07/14/2022

Subject: Services Agreement for the Voluntary Annexation of approximately 62.02 acres

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Trevor Harlow, Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Consider an ordinance authorizing a Service Agreement with Castlerock Communities, LLC, concerning approximately 62.02 acres of land located generally east of North Main Street between East Wallisville Road and FM 1942.

PREFACE

This proposed ordinance authorizes a Service Agreement with Castlerock Communities, LLC, concerning approximately 62.02 acres of land situated in the George Ellis League, A-21, Harris County, Texas, located generally east of North Main Street between East Wallisville Road and FM 1942.

As a Tier 2 Municipality, before annexing property on request of the property owners, the City of Baytown (the "City") must enter into a written agreement regarding services; the agreement includes:

1. A list of each service that the City will provide on the effective date of the annexation; and
2. A schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

Annexation is being requested to obtain city services and allow future development of the site. The entire property is concurrently undergoing the rezoning process to be designated as a Mixed residential at low to medium densities (SF2) Zoning District.

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 associated with this item.

Attachments

Ordinance - Castlerock Services Agreement

Exhibit A - Services Agreement

Vicinity Map

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A SERVICES AGREEMENT WITH CASTLEROCK COMMUNITIES, LLC, CONCERNING APPROXIMATELY 62.02 ACRES OF LAND SITUATED IN THE GEORGE ELLIS LEAGUE, A-21, HARRIS COUNTY, TEXAS, LOCATED GENERALLY EAST OF NORTH MAIN STREET BETWEEN EAST WALLISVILLE ROAD AND FM 1942, 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 and City Clerk of the City of Baytown to execute and attest to a Services Agreement with Castlerock Communities, LLC, concerning approximately 62.02 acres of land situated in the George Ellis League, A-21, Harris County, Texas, located generally east of North Main Street between East Wallisville Road and FM 1942. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"

Services Agreement

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

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

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

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

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

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

2. Term. This Agreement shall commence on the date of the annexation of the Property by the City and shall terminate one year after the services referenced in Section 1 have first been provided to the Property.
3. Remedies. Should the City fail to provide the services within the time period specified in Section 1 hereof, the Owner shall give written notice of such failure to the City and provide an opportunity for the City to provide such services. The City shall not be in default hereof if the City is diligently

prosecuting the work necessary to provide the services. If the breach is not timely cured, the Owner's sole remedy is to seek disannexation. If the property is disannexed, the City shall be relieved of any and all obligations to provide those services specified in Section 1 hereof to the Property.

4. Miscellaneous Provisions.

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

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

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

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

Entered into this ____ day of _____, 2022.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

TREVOR FANNING, Interim City Attorney

OWNER:
Castlerock Communities LLC

(Signature)

(Printed Name)

(Title)

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Sandy Guzman, the undersigned notary public, on this day personally
appeared Lance Wright, the CD CEO of the

☒ known to me

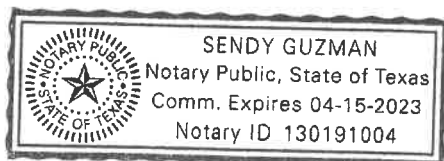
☐ proved to me on the oath of _____ or

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

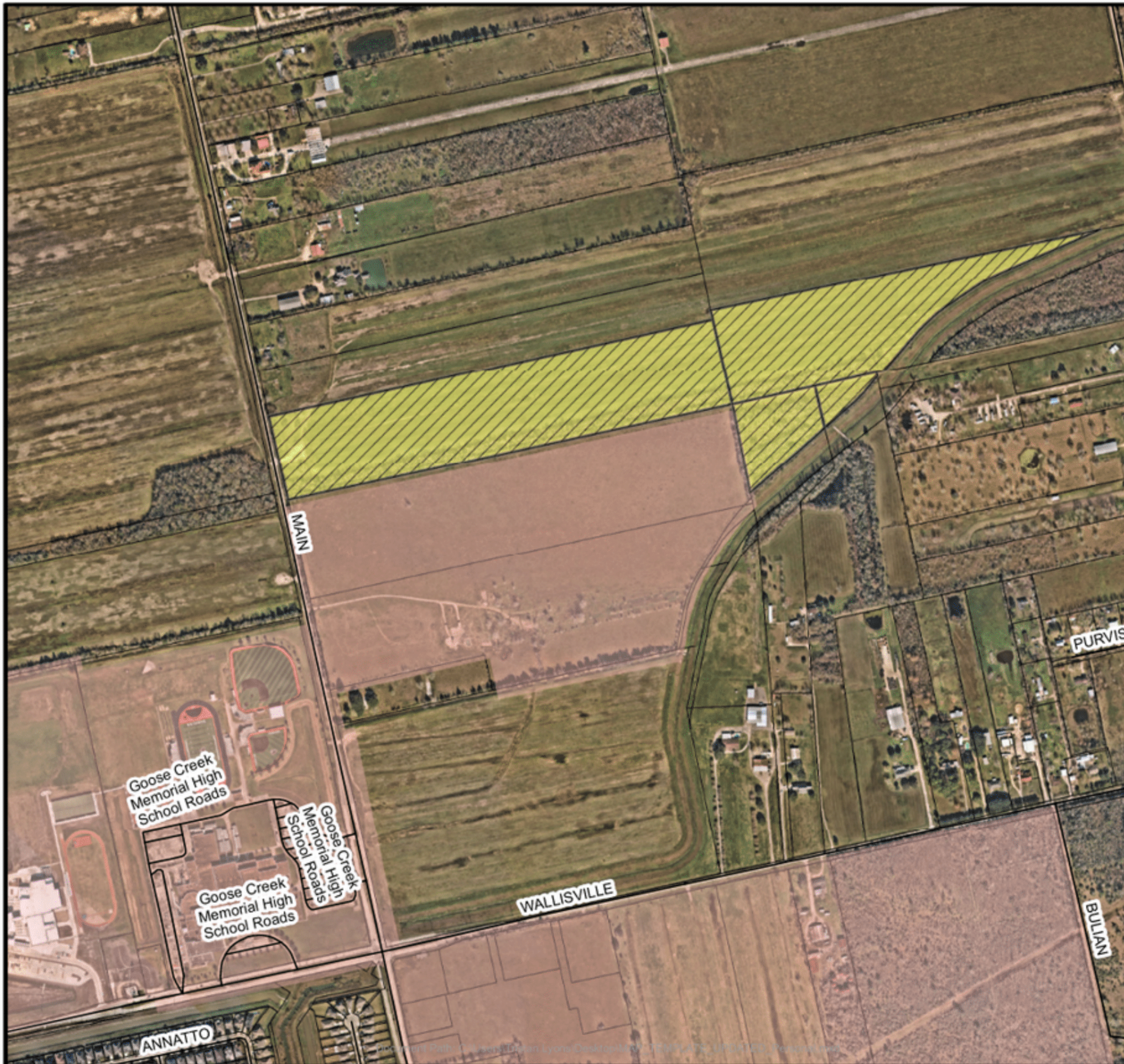
(check one)

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

Given under my hand and seal of office this 17 day of June, 2022.



Notary Public, State of Texas



Zoning Map Amendment

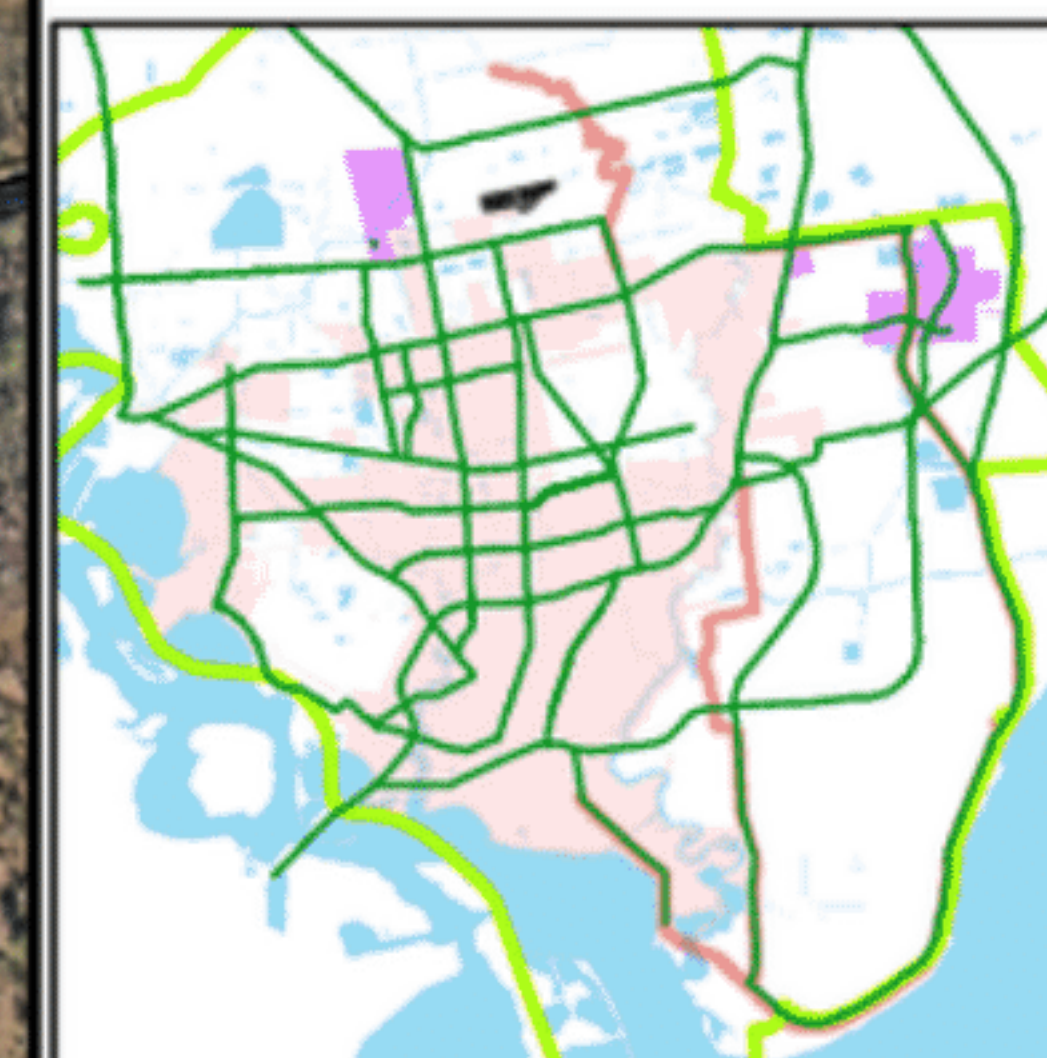
Vicinity Map

Bay Creek

Approx. 62.02 acres

LEGEND

-  Subject Property
-  Parcels
-  City Limit



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1 inch = 775 feet Date 2022-06-03



CITY COUNCIL MEETING

6. a.

Meeting Date: 07/14/2022

Subject: Text Amendments to ULDC for Mixed Use Zoning District

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Christopher Chavis
Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Conduct a public hearing concerning the proposed text amendments to the Unified Land Development Code regarding the Mixed Use Zoning District.

PREFACE

The Mixed Use ("MU") zoning district has operated as a non-residential zoning district that largely accommodates commercial uses and allows for some residential uses under specific conditions. Staff has had several inquiries from the public about using MU for residential purposes beyond what it currently permits. Staff is in agreement that the zone is very limiting and does not result in a mix of uses as indicated by its name.

The proposed text amendment accomplishes the following:

1. Establishes a maximum density of 15 units per acre for the MU residential zone;
2. Defines a "mixed-use building" type in the Non-residential Land Use Table 2-2;
3. Permits certain land uses such as two-family duplex, single-family residential attached, and community services in the Residential Use Table 2-4;
4. Creates conditions for attached single-family residential dwellings in MU, and removes conditions for two-family residential dwellings in MU; and
5. Establishes Residential Land Use Property Development Standards for the MU district.

The supporting documentation is attached for your review.

Fiscal Impact

Fiscal Year: 2022

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal impact is associated with this item.

Attachments

Application and Supporting Documents

Mixed Use District Amendments

MU Property Development Standards

Staff Report



ZONING TEXT AMENDMENT APPLICATION CITY OF BAYTOWN

App Date: 5/27/2022
Plan Number: ZP22050070

Description: Text Amendment for the Mixed Use Zoning District

Applicant

Rick Davis
City Manager
City of Baytown
2401 Market Street
Work: (281) 420-6500

Purpose: This application is to change the text within the ULDC to expand the allowable residential uses within the Mixed-use (MU) zoning district.

Applicant Statement

Explain how the proposed change is consistent with guiding documents

The proposed text amendment is consistent with the goal to provide wider variety of housing types available within the city, including affordable options across the income spectrum.

Explain how the proposed change is compatible with the surrounding area

The proposed text amendment will permit a two-family dwelling, single-family attached dwelling units, and a mixed-use building in the MU zoning district. These residential building types can be compatible among some other uses that are within the zoning district.

Explain how the proposed request promotes health, safety, or general welfare

The proposed text amendment promotes the general welfare of the City by allowing more flexibility for residential uses within the MU zoning district. Because the parcels in the MU district are generally small, this text amendment gives property owners and developers more options with how they can revitalize vacant parcels.

Explain how the proposed request will facilitate infrastructure (infrastructure includes the adequate provision of roadways, water, waste water, storm water and other public services)

The proposed text amendment would not have any direct impact to the facilitation of infrastructure.



ZONING TEXT AMENDMENT APPLICATION CITY OF BAYTOWN

Explain any changed conditions

With Baytown's increased demand for housing and different housing types, the proposed text amendment would expand the variety of housing types allowed in the MU zoning district.

Explain how the proposed request will affect the natural environment (will there be any adverse impacts on the natural environment, including water, air, noise, storm water management, wildlife, vegetation, and wetlands)

The proposed text amendment will not affect the natural environment.

Explain how the proposed request will meet community needs

Staff has had several inquiries from developers and property owners about developing a variety of housing types within the MU zoning district. Secondly, the MU zoning district primarily operates as a commercial zoning district. Incorporating some residential uses will help to establish the mix that the name of the district suggests.

Sec. 2.04 Commercial zoning districts.

These districts are intended to implement and correspond to the comprehensive plan's future land use map designations and descriptions. The following districts are established:

- (a) *Mixed use ("MU")*. This district is intended to accommodate uses that are zoned MU as of April 13, 2013. No additional lands shall be zoned MU.
- (b) *Neighborhood serving commercial ("NSC")*. This district is intended to accommodate commercial uses adjacent to a residential neighborhood and not accommodate regional commercial uses. The neighborhood serving commercial district is designed or intended to improve traffic flow, and provides the option of pedestrian activity from dwelling units to the neighborhood commercial uses.
- (c) *Livable center ("LC")*. This district is intended to accommodate a variety of land uses that complement each other and could include living, working, educational and entertainment options.
- (d) *General commercial ("GC")*. This district is intended to provide for a variety of uses including offices, retail, personal and commercial services, and related uses that are mixed within buildings either vertically and/or horizontally. Uses in this district are generally conducted wholly within an enclosed building but may include outdoor display merchandise or storage of materials. The GC district may be used as a transitional district between more intensive nonresidential districts (e.g., light industrial) and higher density residential districts or as the primary district for such corridors as Garth Road or Main Street.
- (e) *Arts, cultural and entertainment ("ACE")*. This district is intended to foster the development of highly compatible and mutually supportive land uses in the downtown area.
- (f) *Light industrial ("LI")*. This district is intended to provide for low-intensity industrial and manufacturing activities that may generate some nuisances. Uses in this district are not appropriate adjacent to any residential use or residential district unless separated by an arterial or collector street and/or setbacks and screening.
- (g) *Heavy industrial ("HI")*. This district is intended to provide for manufacturing and industrial activities that may generate nuisances. Industrial uses are not appropriate adjacent to any residential uses. Unless separated by a principal arterial, the HI district is not appropriate adjacent to any residential district.

(Ord. No. 11,866, § 2(Exh. A), 2-23-12; Ord. No. 12,207, § 5, 3-14-13; Ord. No. 13,062, §§ 1, 2, 12-10-15; Ord. No. 13,522, § 1, 7-27-17)

Sec. 2.05 Residential zoning districts.

- (a) *Neighborhood conservation ("NC")*. This district is a residential district with a density conforming to the zoning code adopted in 1995. This district allows only residential uses and no additional lands shall be zoned NC.
- (b) *Urban neighborhood ("UN")*. This district is a mixed use residential and limited commercial district with a density conforming to the zoning code adopted in 1995.
- (c) *Single-family estate ("SFE")*. This district provides for residential dwellings at a very low density. This district accommodates only single-family detached dwellings at a density of less than one dwelling unit per acre.
- (d) *Low density single-family residential dwellings ("SF1")*. This district provides for single-family detached residential dwellings at a density up to four dwelling units per acre.

- (e) *Mixed residential at low to medium densities ("SF2")*. This district provides for single-family detached and attached residential dwellings and two-family dwellings at a density up to nine dwelling units per acre.
- (f) *Medium density mixed residential ("MF1")*. This district provides for single-family detached and attached residential dwellings, two-family dwellings, and multifamily dwellings at a density up to 15 dwelling units per acre.
- (g) *Mid-rise density mixed residential dwellings ("MF2")*. This district provides for two-family dwellings, single-family attached dwellings and multifamily dwellings at a density up to 23 dwelling units per acre.
- (h) *High density residential dwelling units ("MF3")*. This district provides for multifamily dwellings at a density up to 30 dwelling units per acre provided that the floor area ratio does not exceed one. For vertical mixed use, see livable centers district in this article.
- (i) *Open space/recreation ("OR")*. This district provides for large open areas, private and public recreation areas, and a holding zone for newly annexed areas.

(Ord. No. 11,866, § 2(Exh. A), 2-23-12; Ord. No. 12,207, §§ 6, 7, 3-14-13)

Sec. 2.07 Density and use.

A mix of residential uses shall be allowed in SF2, MF1, and MF2 zoning districts according to density as shown in table 2-1.

Table 2-1. Net Density/Allowed Use

Density	Up to 1	Up to 4	Up to 9	Up to 15	Up to 15	Up to 23	Up to 30
	SFE	SF1	SF2	<u>MU</u>	MF1	MF2	MF3
Single-family detached							
Single-family attached							
Two-family duplex							
Multifamily							

Shaded = Allowed

(Ord. No. 11,866, § 2(Exh. A), 2-23-12)

Sec. 2.09 Land use tables.

- (a) *Uses*. This subsection sets forth the land uses allowed in each zoning district. In the following tables "P" means permitted use and "PC" means permitted use with conditions as set forth in the conditions tables in division 3 of this article. Where neither a "P" nor a "PC" exists in the table, the use is prohibited. To the extent that there is a conflict between the use tables and the conditions, the use table controls.
- (b) *Prohibited uses*. In all residential zoning districts, the use of containers for any purpose is expressly prohibited.

Table 2-2. Non-residential uses.

USES	MU	NSC	ACE	GC	LC	LI	HI	COND REF
Dwelling unit	PC		PC	PC	PC			A44
<u>Mixed-use building</u>	<u>PC</u>		<u>PC</u>					A44

Accessory uses are uses incidental and subordinate to the principal use, located on the same lot as the principal use and in the same zoning district as the principal use.

Table 2-3. Non-residential accessory use table.

ACCESSORY USE	MU	NSC	ACE	GC	LC	LI	HI	COND REF
Boat and RV storage	PC			PC		P		A42
Container	PC			PC		PC	PC	A6, A7, A42
Dog run	PC			PC		PC		A25
Dwelling unit	P		PC	PC	PC	PC	PC	A44
Equipment sales and rental facilities	PC			PC				A53
Food service establishments					P		P	
Kennel	PC			PC		PC		A25
Medical equipment storage and research facilities	PC			PC				A43
Outdoor storage (Accessory)	PC	PC		PC		P	P	A42
Residential accessory structures	PC	PC	PC	PC	PC			B2
Sandblasting	PC	PC	PC	PC		PC	PC	A56, A57
Storage Building	PC	PC	PC	PC	PC	P	P	A51
Vehicle Storage	PC			PC		P	P	A36

Table 2-4. Residential uses.

USES	SFE	SF1	SF2	MF1	MF2	MF3	MU	UN	ACE	OR	COND REF
Community services	PC	PC	PC	PC	PC	PC	<u>PC</u>	PC	PC		B6-7
Multifamily dwelling				PC	PC	PC			PC		B11
Single-family residential attached			PC	PC	PC		<u>PC</u>	P	PC		B14, <u>B14a</u> , B21
Public park	P	P	P	P	P	P	<u>P</u>	P	P	P	
Places of assembly	PC	PC	PC	PC	PC	PC	<u>PC</u>	PC	PC		B12
<u>Two-family duplex</u>							<u>P</u>				

Accessory uses are uses incidental and subordinate to the principal use, located on the same lot as the principal use and in the same zoning district as the principal use.

Sec. 2.10 Land use conditions.

This section sets forth the conditions associated with identified land uses in section 2.05. The conditions expressed in the use table are cumulative of applicable conditions contained elsewhere in the Code.

	Land Use	Applicable Zoning District	Conditions
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B. Residential Categories				
1	Accessory dwelling units	All, where permitted	(a)	Accessory dwelling units may be permitted as an accessory use to an otherwise allowed detached single-family dwelling in any zoning district that allows single-family dwellings.
			(b)	The unit shall include a full kitchen.
			(c)	Only one accessory dwelling per lot is allowed.
			(d)	The total living area of the accessory dwelling unit <u>shall be allowed up to 25 percent of the square footage or up to 600 square feet of the living area of the primary residential dwelling</u> , whichever is greater.

	Land Use	Applicable Zoning District	Conditions	
B. Residential Categories				
14	Single-family dwelling attached	SF2, MF1, MF2	(a)	Each single-family attached dwelling unit shall be situated on a separate legally platted lot.
			(b)	Required parking areas and garages shall be located to the rear of the building.
			(c)	Parking shall be permitted in the required street side yard.
			(d)	A home owner's association shall be established and made responsible for the perpetual maintenance and repair of common areas.
			(e)	The maximum number of units per building is eight.
			(f)	The minimum number units per building is three.
			(g)	Each dwelling unit shall have a front and a back door on the ground floor that exits to the exterior.
			(h)	Each unit shall have 25% of the lot area in private open space on the lot with the unit.

			(i)	Shared open space: each townhouse development shall have common open space not on the lot with the unit, accessible to all residents and not used for parking, storage, lift stations and the like.
			(j)	Density in the MF2 district shall not exceed 21 units per acre.
<u>14a</u>	<u>Single-family dwelling attached</u>	<u>MU</u>	<u>(a)</u>	<u>Required parking areas and garages shall be accessed located to the rear of the building, or located in the street side yard where feasible.</u>
			<u>(b)</u>	<u>A home owner's association shall be established and made responsible for the perpetual maintenance and repair of common areas.</u>
			<u>(d)</u>	<u>The maximum number of units per building is eight.</u>
			<u>(e)</u>	<u>The minimum number units per building is three.</u>
			<u>(f)</u>	<u>Each dwelling unit shall have a front and a back door on the ground floor that exits to the exterior.</u>
18	Two-family dwelling duplex	SF2 ACE	(a)	Minimum density allowed shall be six units per acre.
			(b)	No two-family dwelling unit shall front on Texas Avenue.

DIVISION 1. PROPERTY DEVELOPMENT STANDARDS

Table 3-1. Property development standards.

<u>Non-residential</u> Zoning Category	MU*	NSC	GC*		LC	ACE	LI*	HI*	OR*
Minimum lot size (square feet)	5,000	10,000	10,000		10,000	2,500	20,000	5 AC	5,000
Minimum front setback	15	15	25		25	0	35	50	25
Minimum rear setback	5	5	5		5	0	20	40	10
Minimum interior side setback	5	5	5		5	0	5	10	10
Minimum street side setback	10	15	25		25	0	25	50	25
Maximum height (in feet)	40	35	60		60	60	50	60/75	50
Percent maximum lot coverage	90	90	75		75	100	90	90	50
Minimum lot frontage required (linear feet)	50	60	60		50	25	60	60	25
<u>Residential</u> Zoning Category	SFE*	SF1*	SF2	<u>MU*</u>	MF1	MF2	MF3		UN
Minimum lot size (square feet)	43,560	See Tb. 2-1	See Tb. 2-1	<u>See Tb. 2-1</u>	See Tb. 2-1	See Tb. 2-1	1.25 AC		5,400
Minimum front setback	25	15	15	<u>15</u>	20	25	25		15
Minimum rear setback	10	10	10	<u>5</u>	10	10	10		10
Minimum interior side setback	15	5	5	<u>5</u>	7.5	15	15		5
Minimum street side setback	25	15	15	<u>10</u>	20	25	25		10
Maximum height (in feet)	50	35	35	<u>40</u>	35	50	60		40
Percent maximum lot coverage	50	60	60	<u>90</u>	50	70	80		70
Minimum lot frontage required (linear feet)	125	75	50	<u>25</u>	25	20	60		50
* Flag lots are permitted in this district that do not meet the minimum lot frontage required subject to the provisions of section 3.01, subsection (e).									



**City of Baytown
Zoning Map Amendment
Staff Report
June 21, 2022**

Plan Number: ZP22050070

Address: 2401 Market Street

Requested Action: The proposed Unified Land Development Code text amendment is to allow more residential land uses in the Mixed-use (MU) zoning district.

Applicant: Rick Davis – City Manager

Background:

The applicant is seeking to permit more residential land uses in the MU zoning district. The MU zoning district has operated as a non-residential zoning district that largely accommodates commercial uses and allows for some residential uses under specific conditions. Staff has had some inquiries from the public about using MU for residential purposes beyond what it currently permits. Secondly, staff agrees that the zone is very limiting and does not result in a mix of uses as indicated by its name.

Summary of Text Amendments:

The proposed text amendments accomplish the following:

1. Establishes a maximum density of 15 units an acre for the MU residential zone
2. Defines a “mixed-use building” type in the Non-residential Land Use Table 2-2
3. Permits certain land uses such as two-family duplex, single family residential attached, and community services to the Residential Use Table 2-4
4. Creates condition uses for the attached single family residential dwellings in MU, and removes conditions for two family residential dwellings in MU.
5. Establishes Residential Land Use Property Development Standards for the MU district.

Staff Analysis

The proposal to expand the residential use in MU is appropriate to assist with infill development and with allowing a larger variety of housing types. The location of the MU zoning district is primarily in the older and significantly established neighborhoods. The zoning district also tends to be associated with arterial streets such as Market Street, W. Main Street, Pruett Street, and Alexander Road. Along these corridors there are some opportunities for developers to provide mix-use buildings types, attached residential dwellings, and/or two family residential dwellings as infill development.

1. Consistency with Guiding Documents.

The proposed text amendment is consistent with the goal to provide wider variety of housing types available within the city, including affordable options across the income spectrum.

2. **Compatible with the Surrounding Area.**

The proposed text amendment will permit a two-family dwelling, single-family attached dwelling units, and a mixed-use building in the MU zoning district. These residential building types can be compatible among some other uses that are within the zoning district. Because of the nature of the MU zoning district, this amendment limits the use of detached single family dwelling, which is not as easily compatible with uses commonly found in MU.

3. **Promotion of health, safety, or general welfare.**

The proposed text amendment promotes the general welfare of the City by allowing more flexibility for residential uses within the MU zoning district. Because the parcels in the MU district are generally small, this text amendment gives property owners and developers more options with how they can revitalize vacant parcels.

4. **Facilitation of infrastructure.**

The proposed text amendment would not have any direct impact to the facilitation of infrastructure.

5. **There are changed conditions.**

With Baytown's increased demand for housing and different housing types, the proposed text amendment would expand the variety of housing types allowed in the MU zoning district.

6. **Effect on natural environment.**

The proposed text amendment will not affect the natural environment.

7. **Community need.**

Staff has had several inquiries from developers and property owners about developing a variety of housing types within the MU zoning district. Secondly, the MU zoning district primarily operates as a commercial zoning district. Incorporating some residential uses will help to establish the mix that the name of the district suggests.

Planning Staff Recommendations

Staff recommends approval of the proposed ULDC text amendments.



CITY COUNCIL MEETING

6. b.

Meeting Date: 07/14/2022

Subject: Text Amendments to ULDC for Mixed Use Zoning District

Prepared for: Martin Scribner, Planning and Development Services

Prepared by: Christopher Chavis
Planning and Development Services

Department: Planning and Development Services

Information

ITEM

Consider an ordinance for the proposed text amendments to the Unified Land Development Code regarding the Mixed Use Zoning District.

PREFACE

This proposed ordinance authorizes the proposed text amendments to the Unified Land Development Code regarding the Mixed Use ("MU") Zoning District.

The MU zoning district has operated as a non-residential zoning district that largely accommodates commercial uses and allows for some residential uses under specific conditions. Staff has had several inquiries from the public about using MU for residential purposes beyond what it currently permits. Staff is in agreement that the zone is very limiting and does not result in a mix of uses as indicated by its name.

The proposed text amendment accomplishes the following:

1. Establishes a maximum density of 15 units an acre for the MU residential zone;
2. Defines a "mixed-use building" type in the Non-residential Land Use Table 2-2;
3. Permits certain land uses such as two-family duplex, single-family residential attached, and community services in the Residential Use Table 2-4;
4. Creates conditions for attached single-family residential dwellings in MU and removes conditions for two-family residential dwellings in MU;
5. Establishes Residential Land Use Property Development Standards for the MU district.

The supporting documentation is attached on the previous item.

Fiscal Impact

Fiscal Year: 2022

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Ordinance - Text Amendments to ULDC

P&Z Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING APPENDIX A "UNIFIED LAND DEVELOPMENT CODE," ARTICLE II "USE DISTRICTS," DIVISION 2 "ZONING DISTRICTS," SECTION 2.07 "DENSITY AND USE," TABLE 2-1 "NET DENSITY/ALLOWED USE" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, TO ADD A COLUMN FOR "UP TO 15, MU;" AMENDING APPENDIX A "UNIFIED LAND DEVELOPMENT CODE," ARTICLE II "USE DISTRICTS," DIVISION 3 "LAND USE TABLES AND CONDITIONS," SECTION 2.09 "LAND USE TABLES," TABLE 2-2 "NON-RESIDENTIAL USES" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; AMENDING APPENDIX A "UNIFIED LAND DEVELOPMENT CODE," ARTICLE II "USE DISTRICTS," DIVISION 3 "LAND USE TABLES AND CONDITIONS," SECTION 2.09 "LAND USE TABLES," TABLE 2-4 "RESIDENTIAL USES" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS, AMENDING APPENDIX A "UNIFIED LAND DEVELOPMENT CODE," ARTICLE II "USE DISTRICTS," DIVISION 3 "LAND USE TABLES AND CONDITIONS," SECTION 2.10 "LAND USE CONDITIONS," ITEM 1 AND ADDING ITEM 14A OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; AND AMENDING APPENDIX A "UNIFIED LAND DEVELOPMENT CODE," ARTICLE III "DESIGN AND COMPATIBILITY STANDARDS," DIVISION 1 "PROPERTY DEVELOPMENT STANDARDS," TABLE 3-1 "PROPERTY DEVELOPMENT STANDARDS" OF THE CODE OF ORDINANCES, BAYTOWN, TEXAS; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; PRESCRIBING A MAXIMUM PENALTY OF TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

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

Section 1: That Appendix A "Unified Land Development Code," Article II "Use Districts," Division 2 "Zoning Districts," Section 2.07 "Density and use," Table 2-1 "Net Density/Allowed Use," of the Code of Ordinances, Baytown, Texas, is hereby amended by adding a column for "Up to 15, MU," which table shall be read as follows:

APPENDIX A. UNIFIED LAND DEVELOPMENT CODE

ARTICLE II. USE DISTRICTS

DIVISION 2. ZONING DISTRICTS

Sec. 2.07 Density and use.

...

Table 2-1. Net Density/Allowed Use

Density	Up to 1	Up to 4	Up to 9	Up to 15	Up to 15	Up to 23	Up to 30
	SFE	SF1	SF2	M/U	MF1	MF2	MF3
Single-family detached							
Single-family attached							
Two-family duplex							
Multifamily							

Section 2: That Appendix A "Unified Land Development Code," Article II "Use Districts," Division 3 "Land Use Tables and Conditions," Section 2.09 "Land use tables," Table 2-2 "Non-residential uses" of the Code of Ordinances, Baytown, Texas, is hereby amended by adding a row for "Mixed-use building," which table shall be read as follows:

APPENDIX A. UNIFIED LAND DEVELOPMENT CODE

ARTICLE II. USE DISTRICTS

DIVISION 3. LAND USE TABLES AND CONDITIONS

Sec. 2.09 Land use tables.

...

Table 2-2. Non-residential uses.

USES	MU	NSC	ACE	GC	LC	LI	HI	COND REF
...								
Dwelling unit			PC	PC	PC			A44
Mixed-use building	PC		PC					A44
...								

Section 3: That Appendix A "Unified Land Development Code," Article II "Use Districts," Division 3, "Land Use Tables and Conditions," Section 2.09, "Land Use Tables," Table 2-4, "Residential uses," of the Code of Ordinances, Baytown, Texas, is hereby amended to permit certain land uses such as two-family duplex, single-family residential attached, and community services which table shall be read as follows:

APPENDIX A. UNIFIED LAND DEVELOPMENT CODE

ARTICLE II. USE DISTRICTS

DIVISION 3. LAND USE TABLES AND CONDITIONS

Sec. 2.09 Land use tables.

...

Table 2-4. Residential uses.

USES	SFE	SF1	SF2	MF1	MF2	MF3	MU	UN	ACE	OR	COND REF
...											
Community services	PC	PC	PC	PC	PC	PC	PC	PC	PC		B6-7
...											
Single-family residential attached			PC	PC	PC		PC	P	PC		B14, B14a B21
...											
Public park	P	P	P	P	P	P	P	P	P	P	
Places of assembly	PC	PC	PC	PC	PC	PC	PC	PC	PC		B12
Two-family duplex							P				

Section 4: That Appendix A "Unified Land Development Code," Article II "Use Districts," Division 3, "Land Use Tables and Conditions," Section 2.10, "Land use conditions," Item 1 and Item 14A of the Code of Ordinances, Baytown, Texas, is hereby amended to create conditions for attached single-family residential dwellings in MU and remove conditions for two-family residential dwellings in MU which table shall be read as follows:

APPENDIX A. UNIFIED LAND DEVELOPMENT CODE

ARTICLE II. USE DISTRICTS

DIVISION 3. LAND USE TABLES AND CONDITIONS

Sec. 2.10 Land use conditions.

...

B. Residential Categories				
1	Accessory dwelling units			...
			(d)	The total living area of the accessory dwelling unit shall be allowed up to 25 percent of the square footage or up to 600 square feet of the living area of the primary residential dwelling, whichever is greater.
				...
14a	Single-family dwelling attached	MU	(a)	Required parking areas and garages shall be accessed located to the rear of the building, or located in the street side yard where feasible.
			(b)	A home owner's association shall be established and made responsible for the perpetual maintenance and repair of common areas.
			(c)	The maximum number of units per building is eight.
			(d)	The minimum number of units pers building is three.
			(e)	Each dwelling unit shall have a front and a back door on the ground floor that exits to the exterior.
	...			

Section 5: That Appendix A "Unified Land Development Code," Article III "Design and Compatibility Standards," Division 1 "Property Development Standards," Table 3-1 "Property Development Standards," of the Code of Ordinances, Baytown, Texas, is hereby amended by establishing Residential Land Use Property Development Standards for the MU district which table shall be read as follows:

APPENDIX A. UNIFIED LAND DEVELOPMENT CODE

ARTICLE III. DESIGN AND COMPATIBILITY STANDARDS

DIVISION 1. PROPERTY DEVELOPMENT STANDARDS

Table 3-1. Property development standards.

Non-Residential Zoning Category	MU*	NSC	GC*		LC	ACE	LI*	HI*	OR*
...									
Residential Zoning Category	SFE*	SF1*	SF2	MU*	MF1	MF2	MF3		UN
Minimum lot size (square feet)	43,560	See Tb. 2-1	See Tb. 2-1	<u>See Tb. 2-1</u>	See Tb. 2-1	See Tb. 2-1	1.25 AC		5,400
Minimum front setback	25	15	15	15	20	25	25		15
Minimum rear setback	10	10	10	5	10	10	10		10
Minimum interior side setback	15	5	5	5	7.5	15	15		5
Minimum street side setback	25	15	15	10	20	25	25		10
Maximum height (in feet)	50	35	35	40	35	50	60		40
Percent maximum lot coverage	50	60	60	90	50	70	80		70
Minimum lot frontage required (linear feet)	125	75	50	25	25	20	60		50
	* Flag lots are permitted in this district that do not meet the minimum lot frontage required subject to the provisions of section 3.01, subsection (e).								

Section 6: Any person who fails to comply with any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the City may pursue other remedies, such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.

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

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

Section 9: This ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Baytown at least twice within ten (10) days after passage of this ordinance.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



PLANNING AND ZONING COMMISSION REPORT TO CITY COUNCIL

TO: City Council
FROM: Planning and Zoning Commission
RE: Unified Land Development Code text amendment – Mixed-use zoning district
DATE: June 21, 2022

This is the report required to be submitted by the Planning and Zoning Commission per Section 1.26 of the Unified Land Development Code, Baytown Code of Ordinances to the City Council. This report also serves as the final report that is to be used by the Council in its consideration of the amendment as set forth in Section 1.26 of the code.

Requested Action: The proposed Unified Land Development Code text amendment is to allow more residential land uses in the Mixed-use (MU) zoning district.

Applicant: Rick Davis – City Manager

Background:

The applicant is seeking to permit more residential land uses in the MU zoning district. The MU zoning district has operated as a non-residential zoning district that largely accommodates commercial uses and allows for some residential uses under specific conditions. Staff has had some inquiries from the public about using MU for residential purposes beyond what it currently permits. Secondly, staff agrees that the zone is very limiting and does not result in a mix of uses as indicated by its name.

Summary of Text Amendments:

The proposed text amendments accomplish the following:

1. Establishes a maximum density of 15 units an acre for the MU residential zone
2. Defines a “mixed-use building” type in the Non-residential Land Use Table 2-2
3. Permits certain land uses such as two-family duplex, single family residential attached, and community services to the Residential Use Table 2-4
4. Creates condition uses for the attached single family residential dwellings in MU, and removes conditions for two family residential dwellings in MU.
5. Establishes Residential Land Use Property Development Standards for the MU district.

Staff Analysis

The proposal to expand the residential use in MU is appropriate to assist with infill development and with allowing a larger variety of housing types. The location of the MU zoning district is primarily in the older and significantly established neighborhoods. The zoning district also tends to be associated with arterial and collector streets such as Market Street, W. Main Street, Pruett Street, and Alexander Road. Along these corridors there are some opportunities for developers to provide mix-use buildings types, attached residential dwellings, and/or two family residential dwellings as infill development.

In order to recommend approval of an application for a zoning amendment, the Planning and Zoning Commission shall consider the following factors:

1. **Consistency with Guiding Documents.**

The proposed text amendment is consistent with the goal to provide wider variety of housing types available within the city, including affordable options across the income spectrum.

2. **Compatible with the Surrounding Area.**

The proposed text amendment will permit a two-family dwelling, single-family attached dwelling units, and a mixed-use building in the MU zoning district. These residential building types can be compatible among some other uses that are within the zoning district. Because of the nature of the MU zoning district, this amendment limits the use of detached single family dwelling, which is not as easily compatible with uses commonly found in MU.

3. **Promotion of health, safety, or general welfare.**

The proposed text amendment promotes the general welfare of the City by allowing more flexibility for residential uses within the MU zoning district. Because the parcels in the MU district are generally small, this text amendment gives property owners and developers more options with how they can revitalize vacant parcels.

4. **Facilitation of infrastructure.**

The proposed text amendment would not have any direct impact to the facilitation of infrastructure.

5. **There are changed conditions.**

With Baytown's increased demand for housing and different housing types, the proposed text amendment would expand the variety of housing types allowed in the MU zoning district.

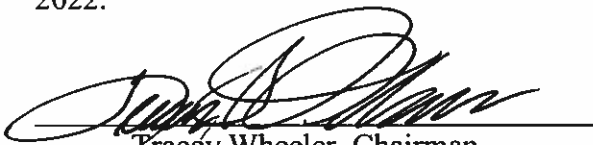
6. **Effect on natural environment.**

The proposed text amendment will not affect the natural environment.

7. **Community need.**

Staff has had several inquiries from developers and property owners about developing a variety of housing types within the MU zoning district. Secondly, the MU zoning district primarily operates as a commercial zoning district. Incorporating some residential uses will help to establish the mix that the name of the district suggests.

The Commission recommends ☒ approval / ☐ disapproval of the proposed text amendment to allow more residential land uses in the Mixed-use (MU) zoning district on the 21st day of June, 2022.


Tracey Wheeler, Chairman
City of Baytown, Texas
Planning and Zoning Commission



CITY COUNCIL MEETING

7. a.

Meeting Date: 07/14/2022

Subject: Receive the Baytown Crime Control and Prevention District FY 2022-23 Budget.

Prepared for: Victor Brownlees, Finance

Prepared by: Monica Fabela, Finance

Department: Finance

Information

ITEM

Receive the Fiscal Year 2022-23 Budget of the Baytown Crime Control and Prevention District.

PREFACE

The Board of Directors ("Board") of the Baytown Crime Control and Prevention District ("CCPD") met on July 12, 2022, and approved its Fiscal Year 2022-23 budget.

In accordance with the alternative budget procedures adopted by the CCPD, the Board is required to submit the budget to the City Council within 10 days after the budget is adopted. As such, this agenda item acknowledges that the Board has submitted its budget and that the City Council has received it.

After the budget has been received by the City Council, the following will occur:

- The City Clerk will publish notice of the City Council's public hearing for the proposed budget no later than 10 days before the Public Hearing.
- The City Council will hold a public hearing on the proposed budget no later than 45 days before October 1, 2022.
- City Council must approve or reject the proposed budget no later than 30 days before October 1, 2022.
- The City Council may not amend the proposed budget, only approve or reject it. If it is rejected, the City Council and the Board shall meet and together amend and approve the budget before October 1, 2022.
- The public hearing for this budget is scheduled for August 11, 2022, and consideration for the approval of the budget is scheduled for August 25, 2022.

The CCPD 2022-23 Budget is attached for your review.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

FY23 CCPD Proposed Budget Packet

BAYTOWN
**CRIME CONTROL AND
PREVENTION DISTRICT
(CCPD)**

ANNUAL PROGRAM OF SERVICES
2022-23

PROPOSED BUDGET



CRIME CONTROL AND PREVENTION DISTRICT (CCPD)

BOARD OF DIRECTORS

RIKKI WHEELER, President

JAMES COKER, Vice President

CITY CLERK, Secretary

STEELE ARTHUR, Director

LLOYD J. HERRERA, Director

NICHOLAS RICE, Director

DR. CHRIS L. WARFORD, Director

LORETTA WHITE, Director



BAYTOWN
CRIME CONTROL PREVENTION DISTRICT (CCPD) FUND 206
BUDGET SUMMARY

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Sales Tax	\$ 2,246,811	\$ 2,006,313	\$ 2,303,439	\$ 2,406,699
Interest Income	103	171	284	296
Total Revenues	<u>2,246,914</u>	<u>2,006,484</u>	<u>2,303,723</u>	<u>2,406,995</u>
Expenditures				
Personnel	1,684,771	1,667,307	1,551,616	-
Supplies	-	139,000	139,000	141,100
Maintenance	432,754	-	97,083	533,422
Services	47,387	60,200	-	-
Total Operating	<u>2,164,912</u>	<u>1,866,507</u>	<u>1,787,699</u>	<u>674,522</u>
Capital Outlay	-	165,000	-	1,985,453
Unforeseen/New Initiatives	-	35,769	-	496,861
Total Expenditures	<u>2,164,912</u>	<u>2,067,276</u>	<u>1,787,699</u>	<u>3,156,836</u>
Excess (Deficit) Revenues				
Over Expenditures	82,002	(60,792)	516,024	(749,841)
Fund Balance - Beginning	151,815	233,817	233,817	749,841
Fund Balance - Ending	<u>\$ 233,817</u>	<u>\$ 173,025</u>	<u>\$ 749,841</u>	<u>\$ -</u>

20601 CRIME CONTROL PREVENTION DISTRICT (CCPD) - BUDGET NOTES

Acct #	Account Name	Amount
<u>SUPPLIES</u>		
72007	Wearing Apparel	82,700
	Regular Uniforms - 15 @\$600 (14 Officers and 1 Sergeant)	9,000
	Body Armor Vest - 40@\$1000	40,000
	SWAT Vests, Helmets, Etc. - 25@\$1000	25,000
	SWAT Uniforms - 29@\$300	8,700
<u>MINOR TOOLS</u>		
72021	Minor Tools	23,100
	Replace Batteries for MDTs	4,000
	Hostage Negotiation Team Equipment	9,500
	Protech Ballistic Shields - 8@\$1200	9,600
<u>EDUCATIONAL SUPPLIES</u>		
72041	Educational Supplies	35,300
	SWAT & Bomb Squad Training Materials	35,300
TOTAL SUPPLIES		141,100
<u>MAINTENANCE</u>		
73042	Machinery & Equip Maint	533,422
	Flock Safety License Plate Recognition (LPR) Camera System	159,100
	Laptop/MDT Repair/Replace/Upgrade	14,000
	AXON BWC, In Car Video, Taser & Interview Room	360,322
TOTAL MAINTENANCE		533,422
TOTAL OPERATING		674,522
<u>CAPITAL OUTLAY</u>		
80001	Furniture & Equip <\$10000	165,000
	Law Enforcement Network Search (LENS)	165,000
84043	Motor Vehicles	1,820,453
	Vehicle Replacement (22 @\$82,593)	1,784,453
	4-Wheeler/Mule Replacement (3@\$12,000)	36,000
TOTAL CAPITAL OUTLAY		1,985,453
<u>CONTINGENCY</u>		
99002	Unforeseen/New Initiative	496,861
TOTAL CONTINGENCY		496,861
TOTAL CCPD		\$ 3,156,836



CITY COUNCIL MEETING

8. a.

Meeting Date: 07/14/2022

Subject: Bird Scooter Micromobility Presentation

Prepared for: Bret Gardella, Development Manager

Prepared by: Raquel Martinez, City Clerk's Office

Department: Development Manager

Information

ITEM

Receive and discuss a presentation by Bird Scooters regarding bringing their scooter business to the City of Baytown.

PREFACE

Bird Scooters, based on their due diligence, is interested in bringing their scooter business to the City of Baytown. The operation would allow a local entrepreneur the ability to create a business in the micromobility field with an eco-friendly company.

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.



CITY COUNCIL MEETING

8. b.

Meeting Date: 07/14/2022

Subject: Discuss proposed agreement for bringing the Battleship Texas to the Bayland Marina.

Prepared for: Rick Davis, City Management

Prepared by: Angela Jackson, City Clerk's Office

Information

ITEM

Discuss proposed agreement for bringing the Battleship Texas to the Bayland Marina.

PREFACE

This item allows the City Manager and City Council to discuss the proposed agreement for bringing the Battleship Texas to the Bayland Marina and provide direction for staff.



CITY COUNCIL MEETING

8. c.

Meeting Date: 07/14/2022

Subject: Receive a Presentation Regarding the Modified Proposed FY23 Utility Rates

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

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

Department: Public Works/Engineering/BAWA

Information

ITEM

Receive a Presentation Regarding the Modified Proposed FY23 Utility Rates.

PREFACE

Receive a presentation and discuss Proposed FY23 Utility Rates modified based on comments received during the June 23, 2022, Council Regular Meeting.



CITY COUNCIL MEETING

9. a.

Meeting Date: 07/14/2022

Subject: Consider Authorizing an Amendment No. 1 for the Wayne Gray Sports Complex, Turf and Parking Improvements Project Preliminary Engineering Report.

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

Prepared by: Erica Galloway, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing an Amendment No. 1 with Kimley-Horn and Associates, Inc., for additional services related to additional parking for the Wayne Gray Sports Complex, Turf and Parking Improvements Project.

PREFACE

This proposed ordinance authorizes an Amendment No.1 with Kimley-Horn and Associates, Inc., for additional services related to additional parking and artificial turf evaluation for the Wayne Gray Sports Complex, Turf and Parking Improvements Project ("The Project").

Amendment No. 1, includes the design of additional to support the Wayne Gray Sports Complex. Proposed improvements include additional design services for paved parking, associated lighting, utilities, and a pedestrian crossing of East Road, and an evaluation to include a turf strategy, prequalification, and development of specifications associated with the Wayne Gray Sports Complex, Turf and Parking Improvements total cost not to exceed \$86,000.

The major components of Amendment No. 1 are outlined below:

- Project Management and coordination in the amount of \$34,000.00.
- Surveying and Platting in the amount of \$13,000.00.
- Geotechnical Investigation and Report in the amount of \$5,000.00.
- Preliminary Design Engineering/Landscape architectural services in the amount of \$10,000.00.
- Added Phase I Environment Site Assessment (ESA) in the amount of \$4,000.00.
- Added Turf Strategy, Prequalification, and Specification Writing in the amount of \$20,000.00.

The proposed Amendment 1 for preliminary design services with Kimley Horn and Associates, Inc is a contract not-to-exceed amount \$86,000.00.

Fiscal Impact

Fiscal Year: 2022

Acct Code: 50320-85012-PK2108-85012

Source of Funds (Operating/Capital/Bonds): HOT FUNDS

Funds Budgeted Y/N:

Y

Amount Needed:

\$86,000.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - First Amended Professional Services Agreement

Exhibit A - First Amended Professional Services Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR ADDITIONAL SERVICES RELATED TO ADDITIONAL PARKING ASSOCIATED WITH THE WAYNE GRAY SPORTS COMPLEX, TURF AND PARKING IMPROVEMENTS PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND AND NO/100 DOLLARS (\$86,000.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to the First Amendment to the Professional Services Agreement with Kimley-Horn and Associates, Inc., for additional services related to additional parking associated with the Wayne Gray Sports Complex, Turf and Parking Improvements Project. A copy of the amendment is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Kimley-Horn and Associates, Inc., in an amount not to exceed EIGHTY-SIX THOUSAND AND NO/100 DOLLARS (\$86,000.00) for additional services related to additional parking associated with the Wayne Gray Sports Complex, Turf and Parking Improvements Project in accordance with the amendment authorized in Section 1 hereinabove.

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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

EXHIBIT "A"



CITY OF BAYTOWN
PUBLIC WORKS & ENGINEERING DEPARTMENT
2123 Market Street
Baytown, Texas 77520

Professional Services Contract Amendment **For Wayne Gray Sports Complex, Turf and Parking Improvements**

Date of Issuance: June 30, 2022
Consultant: Kimley-Horn

Amendment No: 01
Project No: PK2108
PO#: 2205415

Explanation:

This Amendment encompasses the following: the scope of work for the additional parking area (at 5335 East Road, Baytown, TX.) is to support the Wayne Gray Sports Complex in an effort to better serve the community's needs for recreation and tournament facilities. Proposed improvements include additional parking, associated lighting, utilities, pedestrian crossing of East Road, survey and platting, and adding turf strategy, prequalification, and specification associated with the Wayne Gray Sports Complex, Turf and Parking Improvements PER for a total lump sum fee not to exceed contract fee of \$86,000, based on terms and conditions as utilized in the Agreement for Consulting Services between Consultant and City dated April 19th, 2022 ("Original Scope").

<u>Description of Work</u>	<u>Cost</u>	<u>Time</u>
1. Project Management	\$34,000	166 Days
2. Survey and Platting	\$13,000	166 Days
3. Geotechnical Investigation & Report	\$ 5,000	45 Days
4. Drainage (N/A)	\$ 0	0 Days
5. Preliminary Design	\$10,000	166 Days
6. Phase 1 ESA	\$ 4,000	30 Days
7. Turf Strategy, Prequalification and Specifications	\$20,000	60 Days
Total	\$ 86,000	166 Days

Please attach back-up documentation: The additional scope of work and the schedule associated with the same, are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein for all intents and purposes.

Cost & Time Change Summary:

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ 144,000	161 Days
Previous Amendment(s):	\$ 0	N/A Days
Contract prior to this Amendment:	\$ 144,000	161 Days
Net increase (decrease) from this Amendment:	\$ 86,000	166 Days
Revised Contract:	\$ 230,000	327 Days

[Remainder of Page Purposely Left Blank]

Consultant agrees to perform change(s) included in this Contract Amendment for the price and time indicated. The prices for changes included all costs associated with this Contract Amendment.


No work is to be done until this Amendment is executed. No payment to the Consultant shall be made for work included in the Amendment until this Amendment is executed.

Unless a different meaning clearly appears from the context, words and phrases as used in this Amendment, the terms and phrases as used herein shall have the same meanings as in the Agreement. The provisions of this Amendment and the Agreement and all previous amendments, if any, shall be read together and construed as one agreement provided that, in the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreement and any previous amendment, the provisions of this Amendment shall control. This Amendment has been jointly negotiated by the parties hereunder and shall not be construed against a party hereunder because that party may have assumed primary responsibility for the drafting of this Amendment. By this Amendment, 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 Amendment, the Agreement or any other contract or agreement or addenda, any charter, or applicable state law. Nothing contained in this Amendment or in the Agreement shall be construed in any way to limit or to waive the City's sovereign immunity.

The persons executing this Agreement hereby represent that each party has the full power and authority to enter into and perform pursuant to this Amendment, and that each has been properly authorized and empowered to enter into this Amendment.

Upon execution by all parties, the following changes identified for the Contract Value and/or Contract Time shown, are made part of the Contract.

APPROVED:

By:  Date: 7-6-22

Consultant
Brandon Guillory

Printed Name
SVP

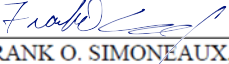
Title

APPROVED:

By: _____ Date: _____
RICHARD L. DAVIS, City Manager

And Pro

APPROVED AS TO CONTENT:

By:  Date: 07/06/2022
FRANK O. SIMONEAUX, JR., P.E., PWE Director

APPROVED AS TO FUNDING:

By: _____ Date: _____
VICTOR BROWNLEES, Finance Director



June 30, 2022

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

RE: *Professional Services Agreement City of Baytown – Wayne Gray Sports Complex, Turf and Parking Improvements PER, Amendment No. 1*

Dear Mr. Simoneaux:

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this amendment proposal to the City of Baytown ("City") for providing the scope of services in Exhibit A for the additional parking area associated with the Wayne Gray Sports Complex, Turf and Parking Improvements PER – Amendment No. 1 for a total lump sum fee not to exceed contract fee of \$86,000, based on terms and conditions as utilized in the Agreement for Consulting Services between Consultant and City dated April 19th, 2022 ("Original Scope").

We appreciate the opportunity to continue to serve the City of Baytown. If you have any questions or need additional information regarding this proposal, please contact me.

KIMLEY-HORN AND ASSOCIATES, INC.

Sincerely,

A handwritten signature in black ink that reads "Kristina Malek".

Kristina Malek, P.L.A.
Associate/Project Manager

A handwritten signature in black ink that reads "Brandon Guillory".

Brandon Guillory, P.E.
Senior Vice President

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee and Expense Summary and Level of Effort

Exhibit C – Schedule

Map 1 – Project Area Map

EXHIBIT A – SCOPE OF SERVICES

PROJECT BACKGROUND

Consultant understands the City would like to potentially expand the staff parking (at 5335 East Rd, Baytown, TX, herein referred to as the “new parking parcel”) to support the Wayne Gray Sports Complex, shown in Map 1, in an effort to better serve the community’s needs for recreation and tournament facilities. Proposed improvements include additional parking, associated lighting, utilities, and pedestrian crossing of East Road. Additionally, the City would like to add title commitments for both sites; add access easements to the Wayne Gray Sports Complex; and add a standard turf specification.

Consultant will perform the following tasks:

NEW PARKING PARCEL

TASK 1 – PROJECT MANAGEMENT

Task 1.1 Project Management for the New Parking Parcel

- a. Data Collection
 - i-ii. Per the original scope as it relates to the new parking parcel.
- b. Staff Meetings with Capital Projects and Parks Department, including the following additional meetings:
 - i. Four (4) virtual meetings outlined in **Task 7**.
 - ii. Three (3) in person meetings outlined in **Task 7**.
 - iii. Weekly Overall Project Update – assumes 35 virtual meetings.
 - iv. Per the original scope. No additional effort as it relates to the new parking parcel.
- c. Communication
 - i-ii. Per the original scope as it relates to the new parking parcel
- d. Property Acquisition
 - i. Consultant will coordinate with R.O.W. Solutions and provide information requested.

TASK 2 – SURVEY AND PLATTING

Task 2.1 Boundary and Topographic Survey for the New Parking Parcel

- a. Through a subconsultant, Windrose Surveying and Land Services, LLC, Consultant will provide topographic and boundary survey of the New Parking Parcel. Survey includes:
 - i-vi. Same as the original scope as it relates to the new parking parcel.

Task 2.2 Platting

No additional effort for this task.

Task 2.3 Title Commitments for the Overall Project

- a. Through a subconsultant, Windrose Surveying and Land Services, LLC, Consultant will provide a limited title report for both the New Parking Parcel and Wayne Gray Sports Complex to use in **Task 2.1**.

Task 2.4 Access Easements for Wayne Gray Sports Complex

- a. Through a subconsultant, Windrose Surveying and Land Services, LLC, Consultant will provide up to three (3) access easements in the plat for the Wayne Gray Sports Complex to use in **Task 2.2** from the original scope.

TASK 3 – GEOTECHNICAL INVESTIGATION

Task 3.1 Geotechnical Investigation for the New Parking Parcel

- a. Per the original scope as it relates to the new parking parcel.
 - i. Per the original scope as it relates to the new parking parcel. This effort specifically includes the following field investigation:

Landside borings: includes two borings totaling 20 feet of drilling.

Number of Borings	Depth of Boring (feet)	Location
2	10	In the area of the proposed paving

- ii-iii. Per the original scope as it relates to the new parking parcel.

TASK 4 – DRAINAGE

No additional effort for this task.

TASK 5 – PRELIMINARY ENGINEERING REPORT (PER)

Task 5.1 Turf Vendor Evaluation

No additional effort for this task.

Task 5.2A Civil Engineering Due Diligence for the New Parking Parcel

- a. The Consultant will perform a limited due diligence review of the New Parking Parcel consisting of the tasks specifically listed below and prepare a summary based on the findings.
 - i. The Consultant will visit the site to observe the existing conditions.
 - ii. The Consultant will research the agencies which are believed to have jurisdiction over the approval of utility capacity reservations, civil engineering construction documents, and platting. The Consultant will provide a brief summary of the general submittal and approval process for each agency.
 - iii. The Consultant will research published development criteria applicable to determining setback requirements, parking ratio requirements, parking stall and drive aisle dimension requirements, signage regulations, lighting, landscape and open space requirements.
 - iv. Based on published access management criteria applicable to the site, the Consultant will research applicable driveway spacing requirements.
 - v. Based on the current thoroughfare plan published by the City, the Consultant will research whether additional right-of-way may be required to be dedicated.

- vi. The Consultant will research whether the subject property has previously been platted and whether a plat or replat will be required.
 - vii. The Consultant will research the existing and proposed zoning for the subject site and whether rezoning will be required.
 - viii. The Consultant will research the designated flood zone of the subject site, as delineated on the effective Federal Emergency Management Agency Flood Insurance Rate Map. The Consultant will also summarize the development impacts of the approved Floodplain Regulations.
 - ix. Based on published drainage criteria, the Consultant will research the applicable storm water detention and storm water quality requirements. This civil engineering due diligence task does not include research of surrounding properties or regional detention facilities, a drainage analysis of the capacity of the existing storm sewer system, or formal discussions with agencies regarding detention requirements.
 - x. Based on utility maps available online, the Consultant will research the size and location of the nearest water, sanitary sewer and storm sewer and will attend one meeting with City staff regarding existing utilities. The Consultant will request utility maps from the local gas, electric, and telephone companies.
 - xi. The Consultant will research which jurisdictional agencies may assess impact fees and prepare an estimate of these fees based on the provided site plan.
- b. The analysis will be limited to the research practical given the scope, budget, and schedule. Consultant will prepare a memorandum summarizing the items listed above based on its knowledge as of the date of the memorandum. The City may use this memorandum as part of its due diligence, but this memorandum should not be used as the sole basis for the City's decision making. The memorandum will be prepared for the exclusive use and reliance of the City.

Task 5.2B Pedestrian Crossing Due Diligence for the New Parking Parcel

- a. The Consultant will perform a limited due diligence review of the proposed pedestrian crossing at the New Parking Parcel consisting of the tasks specifically listed below and prepare a summary based on the findings.
 - i. Collect 24-hr vehicular volumes
 - ii. Estimate the number of parking spots
 - iii. Estimate the number of pedestrians using the potential pedestrian crossing
 - iv. Limited pedestrian crossing warrant analysis based on information gathered
 - v. Identify options and provide a recommendation for a pedestrian crossing treatment
 - vi. Limited analysis of the illumination for the pedestrian path
- b. The analysis will be limited to the research practical given the scope, budget, and schedule. Consultant will prepare a memorandum summarizing the items listed above based on its knowledge as of the date of the memorandum. The Client may use this memorandum as part of its due diligence, but this memorandum should not be used as the sole basis for the City's decision making. The memorandum will be prepared for the exclusive use and reliance of the City.

Task 5.2 Schematic Design for the New Parking Parcel

- a-b. Per the original scope as it relates to the new parking parcel. Additionally, scope will illustrate the Pedestrian Crossing.

Task 5.3 OPCC for the New Parking Parcel

- a-b. Per the original scope as it relates to the new parking parcel.

Task 5.4 Technical Memo for the New Parking Parcel

- a-b. Per the original scope as it relates to the new parking parcel.

TASK 6 – PHASE 1 ENVIRONMENTAL SITE ASSESSMENT (ESA)

Task 6.1 Phase 1 Environmental Site Assessment (ESA) for the New Parking Parcel

- a. Through a subconsultant, ECS Southwest, LLC., Consultant will provide a Phase 1 Environmental Site Assessment (ESA) at . Tasks include:

- i. Standard Package

The Phase 1 Environmental Site Assessment (ESA) will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase 1 Environmental Site Assessments. Additional services beyond those provided in this scope may be requested for an additional service

In accordance with the ASTM protocol, it is the obligation of the “User” to report to the subconsultant any environmental liens encumbering the property or any specialized knowledge or experience of the user that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, the subconsultant requests any previous environmental information related to the property.

- ii. Enhanced Package

In addition to the Standard Package above, this scope includes a narrative discussion concerning the potential for business environmental risks (BERs) to be present at the property beyond the scope of the Phase 1 ESA. These ASTM non-scope items include a review of the potential for the following items to impact or be present at the subject property based on readily available information: asbestos, lead paint, lead in drinking water (municipal review), mold, wetlands/streams, endangered species, and radon. The Business Risk Review will be based on information obtained during the Phase 1 ESA and readily accessible local, state, and federal databases and does not include site specific sampling or testing, but rather a narrative opinion concerning the potential for these issues to be present based on available information and visual observations. This narrative will be included within the body of the Phase 1 ESA, unless a separate standalone letter is requested.

A reliance letter will be addressed to a single entity and subject to the same terms, conditions, and scope of work as the report and associated scope.

TURF SPECIFICATION

TASK 7 – TURF STRATEGY, PREQUALIFICATION, AND SPECIFICATION WRITING

Kimley-Horn will collaborate with the City to develop a solicitation process to identify products of best-value and performance capability for: 1) rectangular fields, and 2) diamond fields. All meeting effort will be billed under **Task 1.1**.

Task 7.1 Turf Products Strategy Workshop

- a. Kimley-Horn will lead a 3/4-day in person workshop with City staff to provide a technical summary introduction of synthetic turf systems design and known contemporary industry trends.

Meetings: 1-meeting (in person)

Task 7.2 Turf Product Prequalification

a. Specifications

Based on the Strategy Workshop, Kimley-Horn will meet with the city to collaborate and prepare a memo defining a basis of design for use in solicitation for selection of a preferred turf system composed of turf/carpet, infill, and impact/underlayment board for rectangular and diamond fields. Kimley-Horn will collaborate with the City to identify the charge of work, scope, technical requirements, warranty and general domestic manufacture. Kimley-Horn will meet with the City to present the summary specifications and response format for solicitation by the City. The task assume no formal City procurement process will be required.

Meetings: 2-meetings (virtual)

Task 7.3 City Solicitation

- a. This task includes effort to respond to questions and provide clarifications during the solicitation process (**Task 7.2**).

Task 7.4 Response Review

- a. Kimley-Horn will assist the City in technical review of responses and identification of products based on **Task 7.2** above and provide professional opinions related to received information. Kimley-Horn will collaborate with City staff to develop review and ranking criteria for received responses. Kimley-Horn will participate in up to two (2) proposal evaluation meetings that result in selection of the top-ranked candidate responder.

Meetings: 2-meetings (virtual)

Task 7.5 Interview Review

- a. Based on **Task 7.2** above, Kimley-Horn will assist the City with interviewing of up to three (3)-product manufacturers deemed qualified and susceptible to award based on product specifications. Kimley-Horn will participate in one (1) interview/evaluation meeting that results in selection of the top-ranked candidate responder and prepare a memo summarizing the results.

Meetings: 1-meeting (in-person)

Task 7.6 Recommendations

- a. Based on **Task 7.5** above, Kimley-Horn will accompany the City to view candidate products at installed locations. Meeting assumes 1 day of effort with up to three (3) locations.

Meetings: 1-meeting (in-person)

Task 7.7 Specification Writing

- a. Kimley-Horn will prepare a written specification for synthetic turf for 1) rectangular fields, and 2) diamond fields. Deliverables includes one (1) page written specification in pdf and word format.

ADDITIONAL SERVICES

Consultant can provide additional services, if needed, upon the City's issuance of a written change in scope. Any additional amounts paid to Consultant as a result of the material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed.

EXHIBIT B

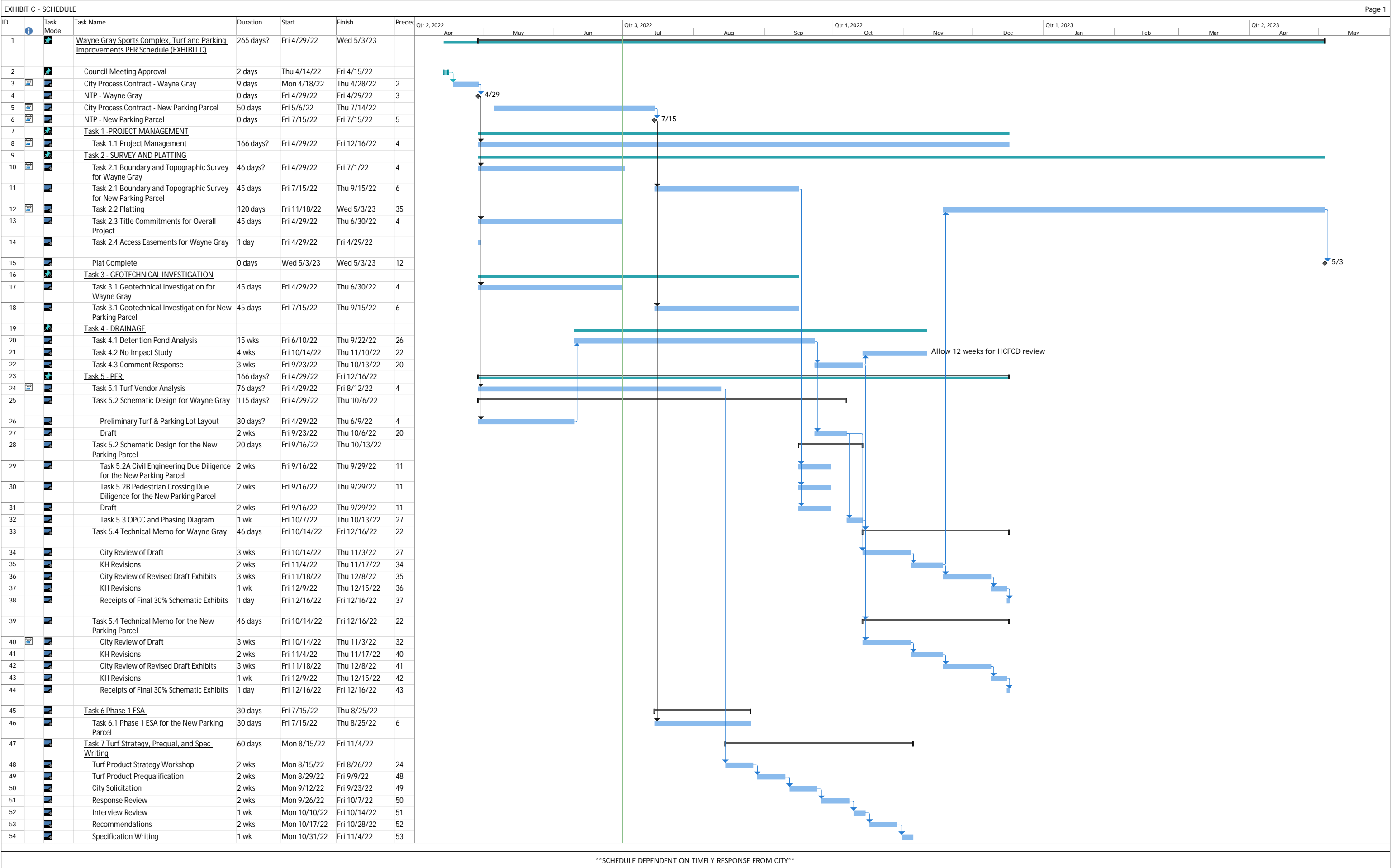
Wayne Gray Sports Complex, Turf and Parking Improvements PER

Task	Task Name	Amendment 1 Fee		Fee Type	Original Fee	Fee Type
1	Project Management	\$	\$34,000	LS	\$11,000	LS
2	Survey and Platting	\$	\$13,000	LS	\$61,000	LS
3	Geotechnical Investigation & Report	\$	\$5,000	LS	\$8,000	LS
4	Drainage	\$	\$0	LS	\$38,000	LS
5	Preliminary Design	\$	\$10,000	LS	\$26,000	LS
6	Phase I ESA	\$	\$4,000	LS	\$0	LS
7	Turf Strategy, Prequalification, and Specification Writing	\$	\$20,000	LS	\$0	LS
Total Contract Fee			\$ 86,000.00		\$ 144,000.00	

EXHIBIT B
Wayne Gray Sports Complex
LEVEL OF EFFORT SUMMARY

Project Name: Wayne Gray Sports Complex
Date Prepared: 6/30/2022
Estimated By: Kristina Malek, P.L.A.

Kimley-Horn Subtask ID Number	Kimley-Horn Task Name Subtask Name/Description Lump Sum	Direct Labor (Person-Hours)									Expenses			Amendment 1 Scope Total		Original Scope Total
		Senior Prof. Engineer \$248.00	Senior Prof. LA 2 \$287.00	Senior Prof. LA \$190.00	Prof. LA \$137.00	Prof. Engineer \$146.00	Senior Tech. Support \$106.00	Analyst \$117.00	Support Staff \$96.00	Labor Total	Sub Fee 10% mark up	Expenses	Allocation 4.60%	Task Total	Rounded Task Total (Nearest \$100)	Task Total
BASE SCOPE LEVEL OF EFFORT																
NEW PARKING PARCEL																
1	Project Management										No Sub fee					
1.1	Data Collection					2		5		\$ 877		\$40	\$ 917			
1.1	Staff Meetings		35	35	70	6				\$ 27,161		\$1,249	\$ 28,410			
1.1	Project Management	2		15		5		5		\$ 4,661		\$214	\$ 4,875			
	Subtotal (Hours)	2	35	50	70	13	0	10	0							
	Task 1 Total (Dollars)	\$496	\$10,045	\$9,500	\$9,590	\$1,898	\$0	\$1,170	\$0	\$32,699	\$0	\$0	\$1,504	\$34,203	\$34,000	\$11,000
2	Survey and Platting															
2.0	Sub Coordination			4		4				\$ 1,344		\$62	\$ 1,406			
2.1	Boundary and Topographic Survey for the New Parking Parcel, Sub Fee- Windrose									\$ -	\$7,409	\$0	\$ 7,409			
2.2	Platting - No additional scope									\$ -						
2.3	Title Commitments for the Overall Project, Sub Fee - Windrose									\$ -	\$1,369	\$0	\$ 1,369			
2.4	Access Easements for Wayne Gray Sports Complex, Sub Fee - Windrose									\$ -	\$2,679	\$0	\$ 2,679			
	Subtotal (Hours)	0	0	4	0	4	0	0	0							
	Task 2 Total (Dollars)	\$0	\$0	\$760	\$0	\$584	\$0	\$0	\$0	\$1,344	\$11,457	\$0	\$62	\$12,863	\$13,000	\$61,000
3	Geotechnical Investigation & Report															
3.0	Sub Coordination			2		4				\$ 964		\$44	\$ 1,008			
3.1	Geotech Report for the new parking parcel, Sub Fee - Gorrodona (Geotech Engineer)									\$ -	\$3,729	\$0	\$ 3,729			
	Subtotal (Hours)	0	0	2	0	4	0	0	0							
	Task 3 Total (Dollars)	\$0	\$0	\$380	\$0	\$584	\$0	\$0	\$0	\$964	\$3,729	\$0	\$44	\$4,737	\$5,000	\$8,000
4	Drainage										No Sub fee					
4.1	Detention Pond Analysis - No additional scope															
4.2	No Impact Study - No additional scope															
4.3	Comment Response - No additional scope															
	Subtotal (Hours)	0	0	0	0	0	0	0	0							
	Task 4 Total (Dollars)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$38,000
5	Preliminary Design										No Sub fee					
5.1	Turf Vendor Evaluation - No additional scope									\$ -		\$0	\$ -			
5.2A	Civil Engineering Due Diligence for the New Parking Parcel	2		2		5		8		\$ 2,542		\$117	\$ 2,659			
5.2B	Pedestrian Crossing Due Diligence for the New Parking Parcel	2				5		8		\$ 2,162		\$99	\$ 2,261			
5.2	Schematic Design for the New Parking Parcel	2		2		5		15		\$ 3,361		\$155	\$ 3,516			
5.3	OPCC for the New Parking Parcel	2				2		6		\$ 1,490		\$69	\$ 1,559			
5.4	Technical Memo for the New Parking Parcel							4		\$ 468		\$22	\$ 490			
	Subtotal (Hours)	8	0	4	0	17	0	41	0							
	Task 5 Total (Dollars)	\$1,984	\$0	\$760	\$0	\$2,482	\$0	\$4,797	\$0	\$10,023	\$0	\$0	\$461	\$10,484	\$10,000	\$26,000
6	Phase I ESA															
6.0	Sub Coordination			2		4				\$ 964		\$44	\$ 1,008			
6.1	ESA for the New Parking Parcel, Sub Fee - ECS Southwest									\$ -	\$3,080	\$0	\$ 3,080			
	Subtotal (Hours)	0	0	2	0	4	0	0	0							
	Task Total (Dollars)	\$0	\$0	\$380	\$0	\$584	\$0	\$0	\$0	\$964	\$3,080	\$0	\$44	\$4,088	\$4,000	\$0
TURF SPECIFICATION																
7	Turf Strategy, Prequalification, and Specification Writing										No Sub fee					
7.1	Turf Product Strategy Workshop		10		10					\$ 4,240		\$195	\$ 4,435			
7.2	Turf Product Prequalification		4		4					\$ 1,696		\$78	\$ 1,774			
7.3	City Solicitation		4		2					\$ 1,422		\$65	\$ 1,487			
7.4	Response Review		2		1					\$ 711		\$33	\$ 744			
7.5	Interview Review		3		1					\$ 998		\$46	\$ 1,044			
7.6	Recommendations		2		1					\$ 711		\$33	\$ 744			
7.7	Specification Writing	2	30		2				2	\$ 9,572		\$440	\$ 10,012			
	Subtotal (Hours)	2	55	0	21	0	0	0	2							
	Task Total (Dollars)	\$496	\$15,785	\$0	\$2,877	\$0	\$0	\$0	\$192	\$19,350	\$0	\$0	\$890	\$20,240	\$20,000	\$0
Labor Total										\$65,344	\$18,266	\$0	\$3,006	\$86,616	\$86,000	\$144,000
Total										Total Fee				\$ 86,000	\$ 144,000	





Map 1 - Wayne Gray Sports Complex, Turf and Parking Improvements (Amendment 1)



City of Baytown

TEXAS GOVERNMENT CODE VERIFICATIONS

(for Companies with 10 or more full-time employees entering into a contract with a value of \$100,000 or more)

Pursuant to the Texas Government Code, I, BRANDON GUILLORY, the undersigned representative of KIMLEY-HORN AND ASSOCIATES INC. (Company Name), do hereby verify the following for and on behalf of the above-referenced company (the "Company"):

- the Company does not boycott Israel and will not boycott Israel during the term of the contract to be entered into with the City of Baytown;
- the Company 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
- the Company 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.

In making this verification, I understand that the following definitions apply:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
 - engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
 - does business with a company described by Paragraph (a).
- "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to:
 - refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;
 but does not include:
 - the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the 5th day of July, 2022

KIMLEY-HORN AND ASSOCIATES INC.

Company Name

Signature

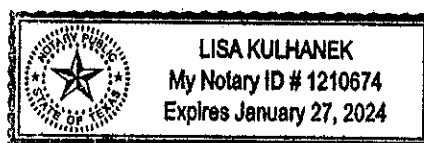
BRANDON GUILLORY, SR. V.P.

Printed Name/Title

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, Lisa Kulhane, the undersigned notary public, on this day personally appeared Brandon Guillory, the Senior Vice President (Title) of KIMLEY-HORN AND ASSOCIATED INC (Company Name), known to me to be the person whose name is subscribed to the foregoing instrument, who after by me being duly sworn, did swear and affirm that the above is true and correct.

Given under my hand and seal of office this 5th day of July, 2022



Lisa Kulhane
Notary Public in and for the State of Texas

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF Texas §
 COUNTY OF Harris § AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared
Brandon Guillory [FULL NAME] (hereinafter "Affiant"),
Sr. Vice President [STATE TITLE/CAPACITY WITH
 CONTRACTING ENTITY] of Kimley-Horn and Associates, Inc. [CONTRACTING
 ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on
 oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with
WAYNE GRAY SPORTS COMPLEX, TURF AND PARKING IMPROVEMENTS PER-Amendment 1 [DESCRIBE PROJECT
 OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

☐ SOLE PROPRIETORSHIP

☒ CORPORATION

☐ PARTNERSHIP

☐ LIMITED PARTNERSHIP

☐ JOINT VENTURE

☐ LIMITED LIABILITY COMPANY

☐ OTHER (Specify type in space below):

NON-PROFIT ENTITY:

☐ NON-PROFIT CORPORATION

☐ UNINCORPORATED ASSN.

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. [NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE

NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]

Contracting Entity

Name: _____ Kimley-Horn and Associates, Inc.

Business Address [NO./STREET] _____ 11700 Katy Freeway, Suite 800

[CITY/STATE/ZIP CODE] _____ Houston, Texas 77079

Telephone Number (_____) _____ 281 597-9300

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____ 11700 Katy Freeway, Suite 800

[CITY/STATE/ZIP CODE] _____ Houston, TX 77079

Telephone Number [OPTIONAL] (_____) _____ 281 597-9300

Email Address [OPTIONAL] _____

5% or More Owner(s)/Officers of Non-Profit Corporation
(IF NONE, STATE "NONE.")

Name: _____ NONE

Business Address [NO./STREET] _____ 421 Fayetteville Street, Suite 600

[CITY/STATE/ZIP CODE] _____ Raleigh, NC 27601

Telephone Number (_____) _____ 919 677-2000

Email Address [OPTIONAL] _____

Residence Address [NO./STREET] _____ 421 Fayetteville Street, Suite 600

[CITY/STATE/ZIP CODE] _____ Raleigh, NC 27601

Telephone Number [OPTIONAL] (_____) _____ 919 677-2000

Email Address [OPTIONAL] _____

6. Optional Information
Contracting _____ Entity _____ and/or
[NAME OF _____]

OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: _____

Type of Debt: _____

Account Nos.: _____

Case or File Nos.: _____

Attorney/Agent Name: _____

Attorney/Agent Phone No.: _____

Delinquent Years/Months: _____

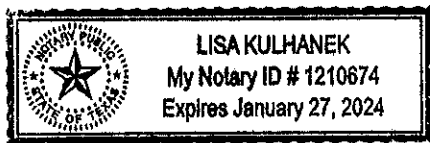
Status of Appeal [DESCRIBE]: _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this 5th day of July, 2022

(Seal)



Notary Public in and for the State of
Texas

NOTE:

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code.

Attach additional pages if needed to supply the required names and addresses.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Company (U.S.)</td> <td>19489</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 22-23****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

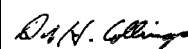
Re: For All Projects with The City of Baytown. The City of Baytown, its officers, agents & employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Baytown City Manager
 2407 Market Street P.O. Box 424
 Baytown, TX 77522-0424

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder named below.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2022-906445

Date Filed:
07/05/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Baytown, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

070522 Wayne Gray Amend 1
Wayne Gray Sports Complex Turf and Parking Improvements PER for New Parking Parcel Amend 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 5TH day of JULY, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Wayne Gray Sports Complex, Turf and Parking Improvements Project

Company Name: Kimberly Horn and Associates, Inc

Department: Public Works

Date: 07/07/2022

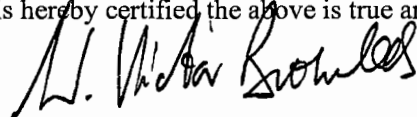
Council Date: 07/14/2022

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.



07/07/2022

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

9. b.

Meeting Date: 07/14/2022

Subject: Authorize Change Order No. 3 to 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

Information

ITEM

Consider an ordinance authorizing Change Order No. 3 for the Citizens Bank Renovation Project.

PREFACE

This proposed ordinance authorizes Change Order No. 3 to the Citizens Bank Renovation Project (the "Project") between the City of Baytown and Construction Masters of Houston LLC. in an amount of \$12,024.86.

The City of Baytown (the "City") approved the contract with Construction Masters of Houston LLC. For demolition of the Citizens Bank Building and the construction of the Utility Services Building on February 10, 2022.

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

- Change Order No. 1 was in the amount of \$9,141.26 for the NESHAP required abatement of hazardous material identified on the black mastic of the preexisting building.
- Change Order No. 2 was in the amount of \$37,022.96 for additional demolition of the previous concrete basement substructure which was in conflict with all subsurface utilities and the parking lot and building foundations.

The items included in Change Order No. 3 are as follows:

1. Leggio: 150 feet of 2" Electrical conduit Mule Tape, 2 NEMA joint boxes for camera equipment, Mounting hardware. Licensed Electrician & Apprentice Electrician installing 2, 2" EMT conduits along with all associated materials and fittings.
2. Impact Stone Tile: TL01 Timeless White alternative stone tile due to lack of availability of specified tile

These changes are summarized below:

Description	Total
1. Leggio Electric services	\$10,097.98
2. Impact Stone Tile	\$1,926.88
Change Order No. 3 Total	\$12,024.86

Fiscal Impact

Fiscal Year: 2022
Acct Code: 52704-85001-WWSF1801-85001
Source of Funds (Operating/Capital/Bonds): CIP
Funds Budgeted Y/N: Y
Amount Needed: \$12,024.86
Fiscal Impact (Additional Information):

Attachments

Ordinance - Change Order No. 3
Exhibit A - Change Order No. 3
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 3 TO THE CITIZENS BANK RENOVATION PROJECT WITH CONSTRUCTION MASTERS OF HOUSTON, INC., IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND TWENTY-FOUR AND 86/100 DOLLARS (\$12,024.86); 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 does hereby authorize Change Order No. 3 to the Citizens Bank Renovation Project with Construction Masters of Houston, Inc., in an amount not to exceed TWELVE THOUSAND TWENTY-FOUR AND 86/100 DOLLARS (\$12,024.86). A copy of said change order is attached hereto, marked Exhibit "A" and made a part hereof for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



EXHIBIT "A"

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

CHANGE ORDER

Citizens Bank Renovation

Date of Issuance: 7/14/2022
Contractor: Construction Masters of Houston, Inc.
Designer: Element Architects, LLC

Change Order No.: 3
CoB Project No.: FA1801
P.O. No.: 2203812

Explanation:

This change order encompasses the following:

During construction the contractor identified the need for a weatherproof electrical junction box required for external cameras on parking lot light poles. The Information Technology department provided exact specification for equipment needed to house components relating to external security monitoring hardware. Mounting hardware and subsequent accessories included in proposal. Additionally, the need for an alternative tile for the bathrooms is been required due to material shortages for the specified tile. The new tile alternative (Timeless White) has been identified, final pricing may indicate a lower cost than included on this change, and if possible, the lower cost will be reflected and any savings will be returned to the project.

Description of Work

	<u>Cost</u>	<u>Time</u>
1 All labor, material and equipment to complete install of two (2) secure Nema junction boxes for camera equipment, on parking lot light poles.	\$ 10,097.98	0 Days
2 All labor, material to complete installation of 1,160 sf of TL01 Timeless White alternative to impact stone.	\$ 1,926.88	
Total	\$ 12,024.86	0 Days

Please attach back-up documentation: Additional Electrical Services & Impact stone Change proposal request dated 6/14/2022, Information Technology Supplied Specification Sheet

Cost & Time Change Summary

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ 3,467,695.00	559 Days
Previous Change Order(s):	\$ 46,164.22	35 Days
Contract prior to this change order:	\$ 3,513,859.22	594 Days
Net (increase) decrease from this change order	\$ 12,024.86	0 Days
Revised Contract:	\$ 3,525,884.08	594 Days

Finance Approval: _____ Date: _____

RECOMMENDED:

By: Patrick Helemann Date: 07-05-22
Design Engineer / Architect

Andres P. Lopez

RECOMMENDED:

By: Frank Lopez Date: 07/06/2022
Director of Public Works & Engineering

ACCEPTED*:

By: Dennis Busby Date: 7/5/2022
Contractor

APPROVED:

By: _____ Date: _____
City Manager

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

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

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



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

Change Proposal Request

Project: City of Baytown Utility Service Building

Date: 6/20/22

Change Proposal No: 3A

To: Marvaughon Bolin

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

Leggio	\$	9,475.00
Subtotal	\$	9,475.00
OH&P	\$	473.75
Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K)	\$	149.23
Total Change Proposal Request	\$	10,097.98

Additional Time Requested: None

Scope:

1. Install (2) 2" emt conduits w/mule tape from demark to IT room (approx. 75', overhead)
2. Provide/install (2) Nema 4X, 24" x 24" x 8", 3Pt locking, hinged, j-boxes on poles for camera equipment.

Dennis Busby,
Construction Masters of Houston, Inc



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

Change Proposal Request

Project: City of Baytown Utility Service Building

Date: 6/20/22

Change Proposal No: 3B

To: Marvaughon Bolin

Construction Masters proposes to make the following changes to the original scope of work to provide material change per email attached.

Impact Stone	\$	1,808.00
Subtotal	\$	1,808.00
OH&P	\$	90.40
Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K)	\$	28.48
Total Change Proposal Request	\$	1,926.88

Additional Time Requested: None

Scope: Provide alternative TL01 Timeless White due to TL1 Ivorie Matte being discontinued.

Dennis Busby,
Construction Masters of Houston, Inc



6/14/2022

Construction Masters
Attn: Dennis Busby
Baytown Utility Services Bldg.
315 W. Texas Ave
Baytown, Tx 77520

Re: Comm conduit/enclosures

Per plans received or site visit to review the scope of work requested, we are pleased to offer for your consideration the following quote for the electrical work at the above address per NEC and Local Electrical Code. We propose to provide all labor, material, and equipment needed to complete this work for the lump sum amount of **\$9,475.00**

Tax excluded

Our scope includes the following:

- Install (2) 2" emt conduits w/mule tape from demark to IT room (approx. 75', overhead)
- Provide/install (2) Nema 4X, 24" x 24" x 8", 3Pt locking, hinged, j-boxes on poles for camera equipment.

To avoid confusion, we offer the following clarifications & exclusions:

1. Bond is not included; our rate is 3%.
2. The current scope is currently limited to electrical work only (no structural modifications to building (ceiling, walls, or floors), hardware or furniture/millwork included).
3. Painting or cutting/patching of existing finishes, except factory finishes are excluded.
4. Data, fire alarm, security, telecom & low voltage equipment or wiring.
5. Arc fault/flash cord study.

(713)644-2051
6329 Dixie Drive
Houston, Tx 77087

Regulated by the Texas Department of Licensing and Regulation
Contractor's License # 34472

PO Box 12157 Austin, TX 78711-2157

(800) 803-9202 | (512) 463-6599 | www.tdlr.texas.gov

Adopted Administrative Rules: 73.51. (c) Electrical Contractors' Responsibilities

Revision: June 2017



6. Covid-19 Pandemic dictates shipping dates for commodity items. Leggio Electric will provide approximate lead times for specified items but will not be held liable for items that are backordered or delayed due to the pandemic.
7. All coordination with Utility Electrical Distributor (i.e. Center Point) and the Retail Electrical Provider (i.e. Reliant) is the customer's responsibility. All charges or fees (if any) are also excluded. We will attend any meetings and/or site visits that the customer schedules with the Electrical Utility Distributor.
8. Title 8, Chapter 1305 of the Texas Occupation Code requires all electrical work to be done under a Texas Electrical Contractor license.

--This Quote is only valid for 30 days--

Accepted by: _____ Date: _____
Please print name: _____ P.O. #: _____

If you have any questions or need additional information, please feel free to contact me at
(713) 644-2051 o
(832) 470-6653 c

Sincerely,

Cecil Merrill
Supervisor -Leggio Electric

(713)644-2051
6329 Dixie Drive
Houston, Tx 77087

Regulated by the Texas Department of Licensing and Regulation
Contractor's License # 34472

PO Box 12157 Austin, TX 78711-2157

(800) 803-9202 | (512) 463-6599 | www.tdlr.texas.gov

Adopted Administrative Rules: 73.51. (c) Electrical Contractors' Responsibilities

Revision: June 2017

Change Proposal - Cost Detail

Project: Baytown Utility Service Bldg.

Contractor/Subcontractor: Construction Masters of Houston/Leggio Electric.

Description	Material			Labor Burden					Equipment				Subtotal	Markup	Total
	Unit	Qty	Material Unit Cost	Total Material Cost	Hours	Unburdened Labor	Labor Burden Amount	Total Labor Cost	Unit	HRS	Equipment Unit Cost	Total Equipment Cost	Cost Material, Labor & Equipment	O&P	Cost Material, Labor & Equipment
J-men Electrician				\$ -	20	\$ 42.00	\$ 16.80	\$ 1,176.00				\$ -	\$ 1,176.00	\$ 117.60	\$ 1,293.60
Apprentice Electrician				\$ -	20	\$ 30.00	\$ 12.00	\$ 840.00				\$ -	\$ 840.00	\$ 84.00	\$ 924.00
2" EMT (Fittings & Mule Tape)	PF	150	\$ 9.50	\$1,425.00			\$ -	\$ -				\$ -	\$ 1,425.00	\$ 142.50	\$ 1,567.50
Nema 4X 24X24X8 3 point lockable J-box with Back Plate	EA	2	\$ 2,400.00	\$ 4,800.00			\$ -	\$ -				\$ -	\$ 4,800.00	\$ 480.00	\$ 5,280.00
Uni strut	PF	30	\$ 3.75	\$ 112.50			\$ -	\$ -				\$ -	\$ 112.50	\$ 11.25	\$ 123.75
Mounting Hardware	LS	1	\$ 20.14	\$ 20.14			\$ -	\$ -				\$ -	\$ 20.14	\$ 2.01	\$ 22.15
Service Truck				\$ -			\$ -	\$ -	1	20	12	\$ 240.00	\$ 240.00	\$ 24.00	\$ 264.00
				\$ -			\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
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				\$ -			\$ -	\$ -				\$ -	\$ -	\$ -	\$ -
Total Change Proposal Cost				\$6,357.64				\$ 2,016.00				\$ 240.00	\$ 8,613.64	\$ 861.36	\$ 9,475.00

continuous Hinge With 3-Point latch, type 4X



Industry standards

UL 508A Listed; Type 3R, 4, 4X, 12; File No. E61997
cUL Listed per CSA C22.2 No 94; Type 3R, 4, 4X, 12; File No. E61997

NEMA/EEMAC Type 3R, 4, 4X, 12, 13
IEC 60529, IP66

Meets NEMA Type 3RX requirements

Application

These enclosures feature Hoffman's exclusive POWERGLIDE Handle with 3-point latching, ideal for indoor or outdoor applications that require corrosion protection, convenient access, and padlocking security.

Specifications

- 14 gauge Type 304 or 316L stainless steel bodies and doors
- Seams continuously welded and ground smooth
- Seamless foam-in-place gasket
- Rolled lip around three sides of door
- Internal 3-point latch and Type 316L stainless steel padlocking POWERGLIDE Handle
- Remove door by pulling stainless steel continuous hinge pin
- Data pocket is high-impact thermoplastic
- Collar studs provided for mounting optional panels
- Exterior hardware on Type 316L stainless steel enclosures matches enclosure material
- Bonding provision on door; grounding stud on body

Finish

Door, sides, top and bottom have smooth #4 brushed finish. Handle is electropolished.

Accessories

Panels for Type 3R, 4, 4X, 12 and 13 Enclosures
Steel and Stainless Steel Window Kits
H2OMIT Vent Drains, Type 4X
H2OMIT Thermoelectric Dehumidifier

Modification and customization

Hoffman excels at modifying and customizing products to your specifications. Contact your local Hoffman sales office or distributor for complete information.

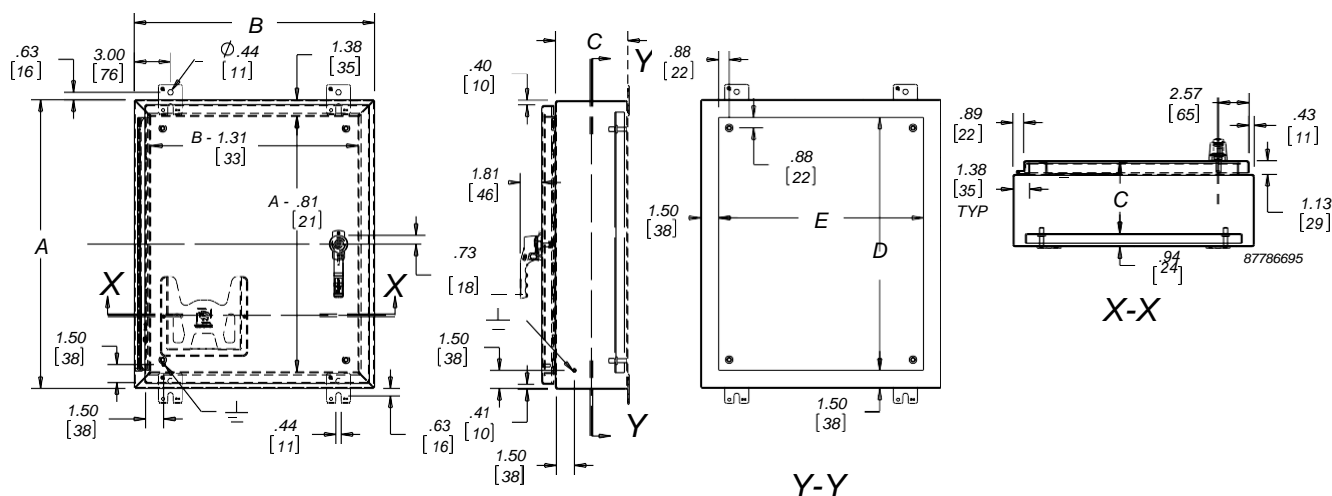
Bulletin: A4SW3

Standard Product

Catalog Number	AxBxC in./mm	Stainless Steel Type	Steel Panel	Conductive Panel	Stainless Steel Panel	Panel Size D x E in./mm	Data Pocket
A24H2006SSLP3PT	24.00 x 20.00 x 6.00 610 x 508 x 152	304	A24P20	A24P20G	A24P20SS6	21.00 x 17.00 533 x 432	Small
A24H2006SS6LP3PT	24.00 x 20.00 x 6.00 610 x 508 x 152	316L	A24P20	A24P20G	A24P20SS6	21.00 x 17.00 533 x 432	Small
A24H2008SSLP3PT	24.00 x 20.00 x 8.00 610 x 508 x 203	304	A24P20	A24P20G	A24P20SS6	21.00 x 17.00 533 x 432	Small
A24H2008SS6LP3PT	24.00 x 20.00 x 8.00 610 x 508 x 203	316L	A24P20	A24P20G	A24P20SS6	21.00 x 17.00 533 x 432	Small
A24H2408SSLP3PT	24.00 x 24.00 x 8.00 610 x 610 x 203	304	A24P24	A24P24G	A24P24SS6	21.00 x 21.00 533 x 533	Small
A24H2408SS6LP3PT	24.00 x 24.00 x 8.00 610 x 610 x 203	316L	A24P24	A24P24G	A24P24SS6	21.00 x 21.00 533 x 533	Small
A30H2408SSLP3PT	30.00 x 24.00 x 8.00 762 x 610 x 203	304	A30P24	A30P24G	A30P24SS6	27.00 x 21.00 686 x 533	Large
A30H2408SS6LP3PT	30.00 x 24.00 x 8.00 762 x 610 x 203	316L	A30P24	A30P24G	A30P24SS6	27.00 x 21.00 686 x 533	Large
A30H3008SSLP3PT	30.00 x 30.00 x 8.00 762 x 762 x 203	304	A30P30	A30P30G	A30P30SS6	27.00 x 27.00 686 x 686	Large
A30H3008SS6LP3PT	30.00 x 30.00 x 8.00 762 x 762 x 203	316L	A30P30	A30P30G	A30P30SS6	27.00 x 27.00 686 x 686	Large
A36H2408SSLP3PT	36.00 x 24.00 x 8.00 914 x 610 x 203	304	A36P24	A36P24G	A36P24SS6	33.00 x 21.00 838 x 533	Large
A36H2408SS6LP3PT	36.00 x 24.00 x 8.00 914 x 610 x 203	316L	A36P24	A36P24G	A36P24SS6	33.00 x 21.00 838 x 533	Large
A36H3008SSLP3PT	36.00 x 30.00 x 8.00 914 x 762 x 203	304	A36P30	A36P30G	A36P30SS6	33.00 x 27.00 838 x 686	Large
A36H3008SS6LP3PT	36.00 x 30.00 x 8.00 914 x 762 x 203	316L	A36P30	A36P30G	A36P30SS6	33.00 x 27.00 838 x 686	Large
A48H3608SSLP3PT	48.00 x 36.00 x 8.00 1219 x 914 x 203	304	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A48H3608SS6LP3PT	48.00 x 36.00 x 8.00 1219 x 914 x 203	316L	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A24H2010SSLP3PT	24.00 x 20.00 x 10.00 610 x 508 x 254	304	A24P20	A24P20G	A24P20SS6	21.00 x 17.00 533 x 432	Small

Catalog Number	Ax B x C in./mm	Stainless Steel Type	Steel Panel	Conductive Panel	Stainless Steel Panel	Panel Size D x E in./mm	Data Pocket
A24H20T0SS6LP3PT	24.00x20.00x10.00 610 x 508 x 254	316L	A24P20	A24P20G	A24P20SS6	21.00 x 17.00 533 x 432	Small
A36H3010SSLP3PT	36.00x30.00x10.00 914 x 762 x 254	304	A36P30	A36P30G	A36P30SS6	33.00 x 27.00 838 x 686	Large
A36H3010SS6LP3PT	36.00x30.00x10.00 914 x 762 x 254	316L	A36P30	A36P30G	A36P30SS6	33.00 x 27.00 838 x 686	Large
A42H3010SSLP3PT	42.00x30.00x10.00 1067 x 762 x 254	304	A42P30	A42P30G	A42P30SS6	39.00 x 27.00 991 x 686	Large
A48H3610SSLP3PT	48.00x36.00x10.00 1219 x 914 x 254	304	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A48H3610SS6LP3PT	48.00x36.00x10.00 1219 x 914 x 254	316L	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A24H2412SSLP3PT	24.00x24.00x12.00 610 x 610 x 305	304	A24P24	A24P24G	A24P24SS6	21.00 x 21.00 533 x 533	Small
A24H2412SS6LP3PT	24.00x24.00x12.00 610 x 610 x 305	316L	A24P24	A24P24G	A24P24SS6	21.00 x 21.00 533 x 533	Small
A30H2412SSLP3PT	30.00x24.00x12.00 760 x 610 x 305	304	A30P24	A30P24G	A30P24SS6	27.00 x 21.00 686 x 533	Large
A30H2412SS6LP3PT	30.00x24.00x12.00 762 x 610 x 305	316L	A30P24	A30P24G	A30P24SS6	27.00 x 21.00 686 x 533	Large
A36H3012SSLP3PT	36.00x30.00x12.00 914 x 762 x 305	304	A36P30	A36P30G	A36P30SS6	33.00 x 27.00 838 x 686	Large
A36H3012SS6LP3PT	36.00x30.00x12.00 914 x 762 x 305	316L	A36P30	A36P30G	A36P30SS6	33.00 x 27.00 838 x 686	Large
A36H3612SSLP3PT	36.00x36.00x12.00 914 x 914 x 305	304	A36P36	A36P36G	A36P36SS6	33.00 x 33.00 838 x 838	Large
A36H3612SS6LP3PT	36.00x36.00x12.00 914 x 914 x 305	316L	A36P36	A36P36G	A36P36SS6	33.00 x 33.00 838 x 838	Large
A42H3612SSLP3PT	42.00x36.00x12.00 1067 x 914 x 305	304	A42P36	A42P36G	A42P36SS6	39.00 x 33.00 991 x 838	Large
A48H3612SSLP3PT	48.00x36.00x12.00 1219 x 914 x 305	304	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A48H3612SS6LP3PT	48.00x36.00x12.00 1219 x 914 x 305	316L	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A60H3612SSLP3PT	60.00x36.00x12.00 1524 x 914 x 305	304	A60P36	A60P36G	A60P36SS6	57.00 x 33.00 1448 x 838	Large
A60H3612SS6LP3PT	60.00x36.00x12.00 1524 x 914 x 305	316L	A60P36	A60P36G	A60P36SS6	57.00 x 33.00 1448 x 838	Large
A48H3616SSLP3PT	48.00x36.00x16.00 1219 x 914 x 406	304	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A48H3616SS6LP3PT	48.00x36.00x16.00 1219 x 914 x 406	316L	A48P36	A48P36G	A48P36SS6	45.00 x 33.00 1143 x 838	Large
A60H3616SSLP3PT	60.00x36.00x16.00 1524 x 914 x 406	304	A60P36	A60P36G	A60P36SS6	57.00 x 33.00 1448 x 838	Large
A60H3616SS6LP3PT	60.00x36.00x16.00 1524 x 914 x 406	316L	A60P36	A60P36G	A60P36SS6	57.00 x 33.00 1448 x 838	Large

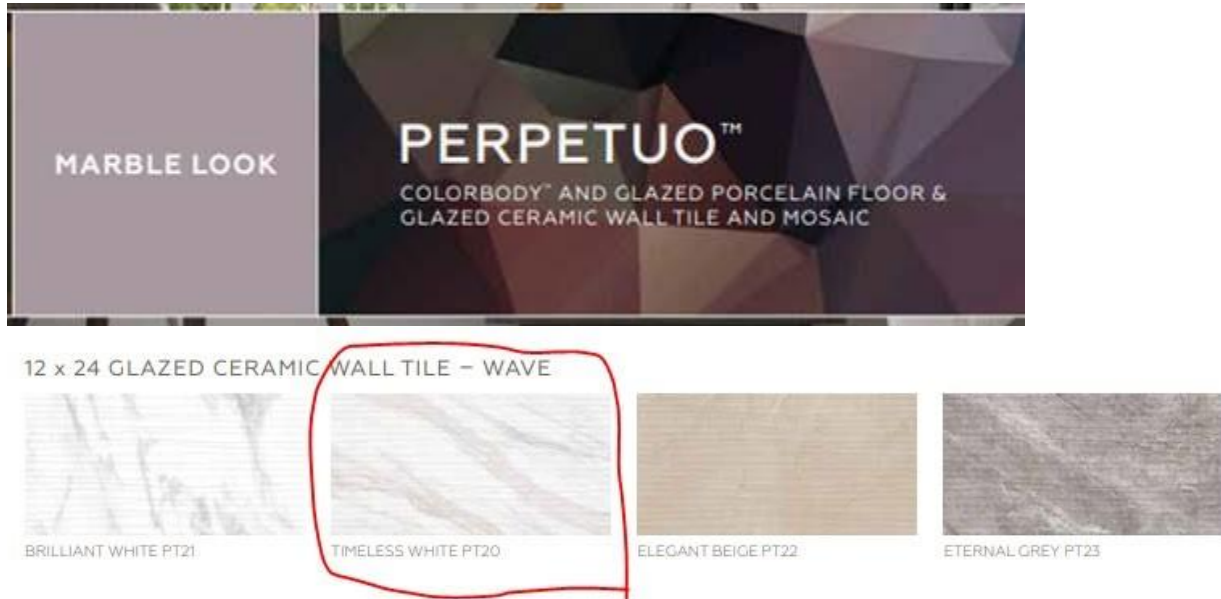
Purchase panels separately. Optional stainless steel, composite and aluminum panels are available for most sizes.



From: Scott Dailey <s.dailey@elementarchitects.com>
Sent: Tuesday, June 14, 2022 9:48 AM
To: Lynnette McLain <reception@cmhou.com>
Cc: Samina Merchant <s.merchant@elementarchitects.com>
Subject: RE: Baytown USB: Selection for TL01

Good morning Lynnette,

Yes, Daltile has provided us the following alternate:



Scott Dailey
Senior Project Architect

Element Architects (Ea)
1250 Wood Branch Park Dr, Suite 480, Houston, TX, 77079
512. 470. 2112 | Mobile
832. 300. 0243 | Office - Direct

From: Lynnette McLain <reception@cmhou.com>
Sent: Tuesday, June 14, 2022 8:26 AM
To: Scott Dailey <s.dailey@elementarchitects.com>
Subject: Baytown USB: Selection for TL01

**** Caution External Sender****

Good Morning Scott,

It is my understanding from our subcontractor for the porcelain and glass tile (TL01, TL02, & TL03) that the rep with Interceramic was sending samples to you for an alternate selection for TL01, as the specified, Ivoire Matte, has been discontinued.

Is a new selection in the works?

Thank you very much,

Synnette McSain

Project Coordinator

Construction Masters of Houston, Inc.

3908 3rd Street

Pearland, Texas 77581

O: 281-997-2640

F: 281-485-4702



PROPOSAL

June 15, 2022

RE: City of Baytown Utility Services Building

315 West Texas Avenue,

Baytown, TX 77520

From: Impact Stone Design, Inc.

3118 Golfcrest Boulevard

Houston, TX 77087

Contact: Veronica Reyna

Phone: 713-731-7222

Pursuant to your request, the following is price for the above-mentioned project.

Impact Stone Design, Inc. shall supply material for the areas discussed.

ITEM DESCRIPTION

09 30 00 - Tiling

1. ALTERNATE TL-01

Installation: 1,160 SF of TL-01, Daltile Perpetuo 4"x12" or 12"x24" Polished

Locations: RR A120, RR A121, RR A128, RR A159

ALTERNATE TILE ADD COST \$1,808

Excludes: SALES TAX

Thank you for the opportunity to bid this project.

Impact Stone Design, Inc. prices are firm for 30 days from date on Proposal

Any changes will require a revised bid.

Impact Stone Design, Inc. is HUB, SBE, & WBE Certified

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Authorize Change Order No. 3 to the Citizens Bank Renovation Project

Company Name: Construction Masters of Houston, Inc

Department: Public Works

Date: 07/07/2022

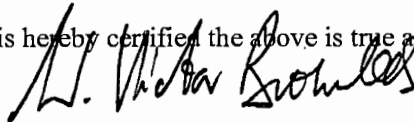
Council Date: 07/14/2022

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

07/07/2022

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

9. c.

Meeting Date: 07/14/2022

Subject: Consider an ordinance for the award of the West District Wastewater Treatment Plant Aeration Basin and Rapid Mix Cleaning

Prepared for: Sterling Beaver, Public Works/Engineering/BAWA, Utilities

Prepared by: Carla Hommel, Finance

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the award of the West District Wastewater Treatment Plant Rapid Mix and Aeration Basin Cleaning to Magna Flow Environmental, Inc.

PREFACE

This proposed ordinance awards the West District Wastewater Treatment Plant Aeration Basin and Rapid Mix Cleaning to Magna Flow Environmental, Inc., in the amount of \$302,100.00.

This project was formally bid with advertising dates of June 9th and June 16th and a pre-bid site visit, which took place on June 17th. Bids were publicly opened on June 24, 2022, at 2:00 P.M., in which the City received responses from two (2) bidders. This project will provide for the complete removal, transportation and disposal of all debris, sand, and grit to a TCEQ-approved disposal site. This project will allow for additional flow to be received by the plant during critical events, in addition to providing additional accessibility to areas within the treatment process that are in need of repair/rehab.

The City recommends awarding this project to Magna Flow Environmental, Inc., in the amount of \$302,100.00 as this shall provide the lowest cost and best value to the City.

Fiscal Impact

Fiscal Year: FY22

Acct Code: 30520-74021

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

Funds Budgeted Y/N: Y

Amount Needed: \$302,100.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - Award of the WDWTP Aeration Basin and Rapid Mix Cleaning
Bid Tab

Conflict of Interest

Proposers Certification

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF MAGNA FLOW ENVIRONMENTAL, INC., FOR THE WEST DISTRICT WASTEWATER TREATMENT PLANT RAPID MIX AND AERATION BASIN CLEANING CONTRACT IN THE SUM OF THREE HUNDRED TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$302,100.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Baytown did authorize the Purchasing Department for the City of Baytown to advertise for bids for the West District Wastewater Treatment Plant Rapid Mix and Aeration Basin Cleaning Contract to be received June 24, 2022; and

WHEREAS, notice to bidders as to the time and place, when and where the contract would be let was published pursuant to the provisions of Chapter 252 of the Texas Local Government Code; and

WHEREAS, all bids were opened and publicly read at Baytown City Hall at 2:00 p.m., Friday, June 24, 2022, 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 Magna Flow Environmental, Inc., for the West District Wastewater Treatment Plant Rapid Mix and Aeration Basin Cleaning Contract for the sum of THREE HUNDRED TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$302,100.00) 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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

Owner: Baytown TX, City of

Solicitor: Baytown TX, City of

06/24/2022 02:00 PM CDT

						Magna Flow Environmental,	LEM CONSTRUCTION CO., INC.		
Section	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Aeration Basin and Rapid Mix Basin Cleaning							\$302,100.00		\$618,233.00
	1	1	Complete cleaning of aeration and rapid mix basins, removi	Lump Sum	1	\$302,100.00	\$302,100.00	\$618,233.00	\$618,233.00
Base Bid Total:							\$302,100.00		\$618,233.00

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

No Interested Parties

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

June 20, 2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

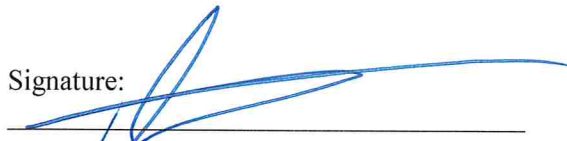
"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"Nonresident proposer" refers to a person who is not a resident.

"Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Magna Flow Environmental is a resident proposer as defined hereinabove. (Company Name)

Signature:



Print Name:
Clay Hoffpauir

I certify that _____ is a nonresident proposer as defined hereinabove and our principal place of business is _____
(Company Name)

Signature:

Print Name:

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Aeration Basin and Rapid Mix Basin Cleaning

Company Name: Magna Flow Enviromental

Department: Public Works

Date: 07/05/2022

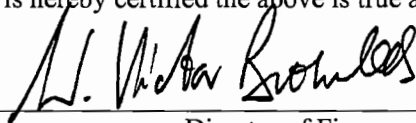
Council Date: 07/14/2022

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

07/05/2022

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

9. d.

Meeting Date: 07/14/2022

Subject: Consider an ordinance awarding an Annual Mechanical Services contract to IPS Pump Services, Inc.

Prepared for: Sterling Beaver, Public Works/Engineering/BAWA, Utilities

Prepared by: Sterling Beaver, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance awarding an Annual Mechanical Services contract to IPS Pump Services, Inc.

PREFACE

This proposed ordinance awards the Annual Mechanical Services contract for maintenance and repairs at wastewater treatment plants and lift stations in the amount not to exceed of \$500,000.00.

The scope of this contract consists of repair/replacement of pumps, motors, and other associated mechanical equipment required in the operation of the City's Wastewater facilities. The City utilizes this contract to repair wastewater infrastructure, where the age, material, functionality, and/or repair history warrants repair/replacement. This contract work is completed via work order authorization for work activities and also includes the requisite of on-call response repair work items to address emergency work when needed.

Advertising for the project commenced on June 14, 2022. Three (3) bids were received and publicly opened on June 29, 2022, at 10:00 A.M., with IPS Pump Services, Inc. submitting the lowest responsible bid. Staff recommends the award of the contract to IPS Pump Services, Inc. based on staff's evaluation of all bids, which were scored on the following criteria: pricing, material/parts mark up, and licensure/references.

The one (1) year annual term contract includes an option for two (2) additional renewals through mutual agreement for a total of up to three (3) terms.

Fiscal Impact

Fiscal Year: FY22 & FY23

Acct Code: 30520-73042

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

Funds Budgeted Y/N: Y

Amount Needed: \$500,000.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - Award Annual Mechanical Services Contract

Bid Tab

Proposers Certification

Indebtedness Certification

Conflict of Interest

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF IPS PUMP SERVICES, INC., FOR THE ANNUAL MECHANICAL SERVICES CONTRACT AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Baytown did authorize the Purchasing Department for the City of Baytown to advertise for bids for the Annual Mechanical Services Contract to be received June 29, 2022; and

WHEREAS, notice to bidders as to the time and place, when and where the contract would be let was published pursuant to the provisions of Chapter 252 of the Texas Local Government Code; and

WHEREAS, all bids were opened and publicly read at City Hall at 10:00 a.m., Wednesday, June 29, 2022, 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 IPS Pump Services, Inc., for the Annual Mechanical Services Contract in an amount not to exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) 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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

Mechanical Services for Maintenance and Repair of Pumps (#8231041)

Owner: Baytown TX, City of

Solicitor: Baytown TX, City of

06/29/2022 10:00 AM CDT

						Engineer Estimate		IPS Pump Services		Coastal Pump Services, Inc.		Premium Pumps & Controls	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Regular Hours-only a quantity of 1 is asked for to establish cost per hour							\$0.00		\$255.00		\$280.00		\$377.00
	1	025-001	Journeyman-per hour	Hour	1			\$95.00	\$95.00	\$110.00	\$110.00	\$187.00	\$187.00
	2	025-002	Apprentice-per hour	Hour	1			\$85.00	\$85.00	\$85.00	\$85.00	\$95.00	\$95.00
	3	025-003	Laborer-per hour	Hour	1			\$75.00	\$75.00	\$85.00	\$85.00	\$95.00	\$95.00
Overtime and/or after hours-only a quantity of one is asked for to establish cost per hour							\$0.00		\$382.05		\$420.00		\$555.00
	4	025-004	Journeyman, overtime and/or after hours-per hour	Hour	1			\$142.05	\$142.05	\$165.00	\$165.00	\$265.00	\$265.00
	5	025-005	Apprentice, overtime and/or after hours-per hour	Hour	1			\$127.50	\$127.50	\$127.50	\$127.50	\$145.00	\$145.00
	6	025-006	Laborer, overtime and/or after hours-per hour	Hour	1			\$112.50	\$112.50	\$127.50	\$127.50	\$145.00	\$145.00
Holiday rate-only a quantity of one is asked for to establish cost per hour							\$0.00		\$510.00		\$560.00		\$555.00
	7	025-007	Journeyman, holiday-per hour	Hour	1			\$190.00	\$190.00	\$220.00	\$220.00	\$265.00	\$265.00
	8	025-008	Apprentice, holiday-per hour	Hour	1			\$170.00	\$170.00	\$170.00	\$170.00	\$145.00	\$145.00
	9	025-009	Laborer, holiday-per hour	Hour	1			\$150.00	\$150.00	\$170.00	\$170.00	\$145.00	\$145.00
Base Bid Total:						\$0.00		\$1,147.05		\$1,260.00		\$1,487.00	

PROPOSER'S CERTIFICATION

Section 2252.002 of the Texas Government Code provides as follows:

A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident underbids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to underbid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In providing the certification below, please make note of the following definitions:

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"Nonresident proposer" refers to a person who is not a resident.

"Resident proposer" refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a resident proposer as defined hereinabove. (Company Name)

Signature:

Print Name:

I certify that _____ is a nonresident proposer as defined hereinabove and our principal place of business is _____ (Company Name)

Signature:

Print Name:

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Baytown Wastewater/Lift Station

Company Name: IPS Pump Services, Inc

Department: Public Works

Date: 07/05/2022

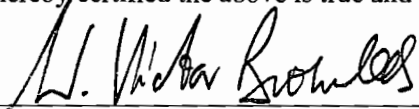
Council Date: 07/14/2022

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☐ 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

07/05/2022

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



CITY COUNCIL MEETING

9. e.

Meeting Date: 07/14/2022

Subject: Consider an ordinance for the award of the Annual Generator Maintenance Contract

Prepared for: Sterling Beaver, Public Works/Engineering/BAWA, Utilities

Prepared by: Carla Hommel, Finance

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance awarding the Annual Generator Maintenance Contract to Clifford Power Systems, Inc, through the Texas Local Government Purchasing Cooperative, BuyBoard, for the Public Works Department.

PREFACE

This proposed ordinance awards the Annual Generator Maintenance Contract to Clifford Power Systems, Inc, through the Texas Local Government Purchasing Cooperative BuyBoard, contract # 657-21, in the amount of \$57,056.60.

This contract allows for the yearly preventative maintenance of generators at all City-owned wastewater lift stations. The generators are back-up power in the event of electric power loss.

Fiscal Impact

Fiscal Year: 2022-2023

Acct Code: 30520-74021

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

Funds Budgeted Y/N: Y

Amount Needed: \$57,056.60

Fiscal Impact (Additional Information):

Attachments

Ordinance - Award the Annual Generator Maintenance Contract

BuyBoard Contract

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF FIFTY-SEVEN THOUSAND FIFTY-SIX AND 60/100 DOLLARS (\$57,056.60) TO CLIFFORD POWER SYSTEMS, INC., THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE ANNUAL GENERATOR MAINTENANCE CONTRACT FOR THE PUBLIC WORKS DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

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

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of FIFTY-SEVEN THOUSAND FIFTY-SIX AND 60/100 DOLLARS (\$57,056.60) to Clifford Power Systems, Inc., through the Texas Local Government Purchasing Cooperative (Buy Board), for the Annual Generator Maintenance Contract for the Public Works Department.

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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



October 11, 2021

Sent Via Email: rmills@cliffordpower.com

Rusty Mills
Clifford Power Systems Inc.
9310 E. 46th St. N.
Tulsa, OK 74145

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 657-21, Building Maintenance, Repair and Operations Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2021, through November 30, 2022, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 657-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Sent Via Email: rmills@cliffordpower.com

Rusty Mills
Clifford Power Systems Inc.
9310 E. 46th St. N.
Tulsa, OK 74145

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 657-21, Building Maintenance, Repair and Operations Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2021, through November 30, 2022, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 657-21 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

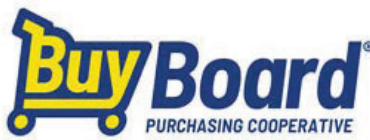
On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Building
Maintenance, Repair, and Operations Supplies and
Equipment

Proposal Due Date/Opening Date and Time:
June 17, 2021 at 4:00 PM

Proposal Invitation Number: 657-21

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: December 1, 2021 through
November 30, 2022 with two possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
October 2021

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Clifford Power Systems, Inc.

Name of Proposing Company

6/15/2021

Date

9310 E. 46th St. N.

Street Address

Rusty Mills Digitally signed by Rusty Mills
Date: 2021.06.15 10:59:11 -05'00'

Signature of Authorized Company Official

Tulsa, OK 74117

City, State, Zip

Rusty Mills

Printed Name of Authorized Company Official

918-359-2144

Telephone Number of Authorized Company Official

Marketing Manager

Position or Title of Authorized Company Official

918-836-0094

Fax Number of Authorized Company Official

73-1248836

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

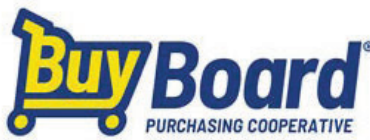
An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: RM



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

Initial: RM



RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Clifford Power Systems, Inc.</u>	<u>9310 E. 46th St. N.</u>	
Company Name	Address	
<u>Tulsa</u>	<u>OK</u>	<u>74117</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

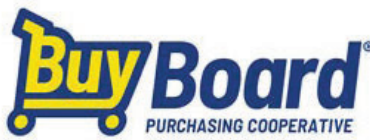
Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

Initial: RM



NO ISRAEL BOYCOTT CERTIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐

Minority Owned Business

☐

Women Owned Business

☐

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

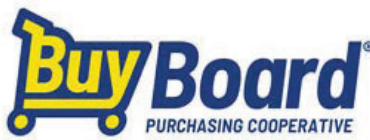
Certification Number: _____

Name of Certifying Agency: _____

☒

My company has **NOT** been certified as a HUB.

Initial: RM



ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

None

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

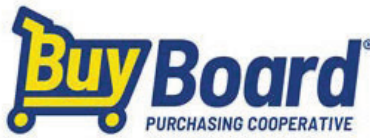
CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: RM



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☐ **No;** Deviations
☒ **Yes;** Deviations

Deviations presented by the vendor
have been accepted by BuyBoard.

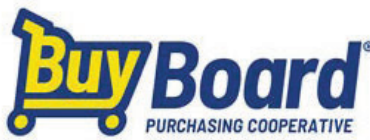
Lisa Maraden
Contract Administrator

List and fully explain any deviations you are submitting:

Termination for Cause or Convenience:

**Cancellation terms for equipment purchased are subject to manufacturer's
standard cancellation policy.**

Initial: RM



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: RM



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

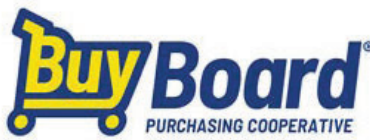
Confidential / Proprietary Information:

Clifford Power Generator Equipment Pricing - 657-21

Clifford Power Service Pricing - 657-21

(Attach additional sheets if needed.)

Initial: RM



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☐

NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒

YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

Clifford Power Generator Equipment Pricing - 657-21

Clifford Power Service Pricing - 657-21

(Attach additional sheets if needed.)

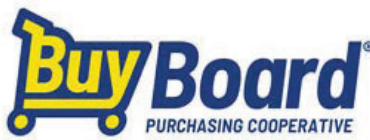
C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: RM



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.



YES, I agree.



NO, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.



YES, I agree.



NO, I do not agree.

Initial: RM



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.



YES, I agree.

☐ NO, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



YES, I agree.

☐ NO, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

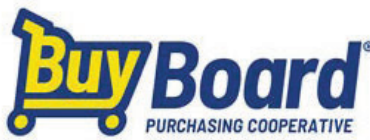
The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



YES, I agree.

☐ NO, I do not agree.

Initial: RM



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: RM



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

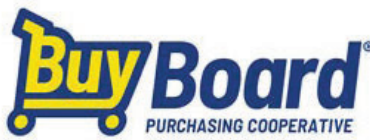
14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: RM



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Clifford Power Systems, Inc.

Company Name

Rusty Mills

Digitally signed by Rusty Mills
Date: 2021.06.15 11:10:33 -05'00'

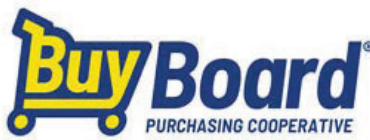
Signature of Authorized Company Official

Rusty Mills - Marketing Manager

Printed Name and Title

6/15/2021

Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Clifford Power Systems, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable): Oklahoma

Federal Employer Identification Number: 73-1248836
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Clifford Power Systems, Inc.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Clifford Power Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Dept 1754

6 City, state, and ZIP code

Tulsa, OK 74182

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

7 3 - 1 2 4 8 8 3 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1-05-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

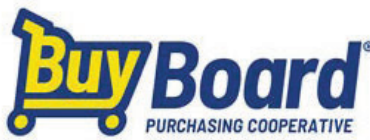
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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VENDOR CONTACT INFORMATION

Proposal/Contract Contact:

Vendor Proposal/Contract Contact Name: Rusty Mills

Vendor Proposal/Contract Contact E-mail Address: rmills@cliffordpower.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 9310 E. 46th St. N., Tulsa, OK 74117

Company Website: <https://cliffordpower.com/>

Purchase Orders Contact Information: All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- ☒ I will use the internet to receive Purchase Orders at the following address:
- Purchase Order E-mail Address: info@cliffordpower.com
- Purchase Order Contact: Rusty Mills Phone: 918-359-2144
- Alternate Purchase Order E-mail Address: abohner@cliffordpower.com
- Alternate Purchase Order Contact: Ashley Bohner Phone: 918-359-2127
- ☐ Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: rmills@cliffordpower.com

RFQ Contact: Rusty Mills Phone: 918-359-2144

Alternate RFQ E-mail Address: abohner@cliffordpower.com

Alternate RFQ Contact: Ashley Bohner Phone: 918-359-2127



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Invoices: Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 9310 E. 46th St. N. **Department:** Marketing

City: Tulsa **State:** OK **Zip Code:** 74117

Contact Name: Rusty Mills **Phone:** 918-359-2144

Invoice Fax: 918-836-0094 **Invoice E-mail Address:** info@cliffordpower.com

Alternative Invoice E-mail Address: abohner@cliffordpower.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing Agent Mailing Address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

*** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

PLEASE PROVIDE THE FOLLOWING INFORMATION:

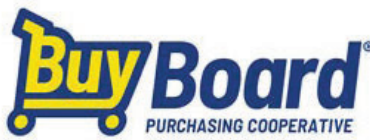
1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☒ Prepaid and Add to Invoice ☐ Other: _____

2. Payment Terms: (*Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).*): Net due on receipt

3. Vendor's Internal/Assigned Reference/Quote Number (optional): _____

4. State or attach your return policy. (Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative): Generator planned maintenance agreements can be cancelled with a 60 day written notification. If any special order equipment/parts are purchased and returned, those items are subject to manufacturer's standard return policies.

5. Are electronic payments acceptable? ☒ Yes ☐ No 6. Are credit card payments acceptable? ☐ Yes ☐ No



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 219,317.05. (The period of the 12-month period is January 2020 / December 2020). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N	2015, 2019	Generator Equipment/Rental
8. The Interlocal Purchasing System (TIPS)	Y		Generator Service
9. Other			

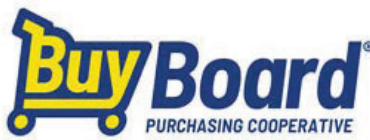
☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ **Proposed Discount (%):** _____

Explanation: N/A - Our current BuyBoard contract is for a different product/service.



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. City of Keller, Kevin Story, 817-743-4000, kstory@cityofkeller.com, 10%					\$15,600 annually
2. City of Midlothian, Terry Williams, 972-775-7149, terry.williams@midlothian.tx.com, 10%					\$14,225 annually
3. City of Lakeworth, Kelly McDonald, 817-255-7927, kelly@lakeworthtx.com, 10%					\$3,100 annually
4. Prosper IDS, Andrea Shavers, 469-219-4670, amshavers@prosper-isd.net, 10%,					\$1,900 annually
5. City of Kaufman, Margaret Barr, 469-376-4730, mbarr@kaufmantx.org, 10%,					\$559.80 annually

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☒ **NO** ☐ If YES, please explain:

Depending on volume, length of contract, and scope of agreement we may provide discounts.

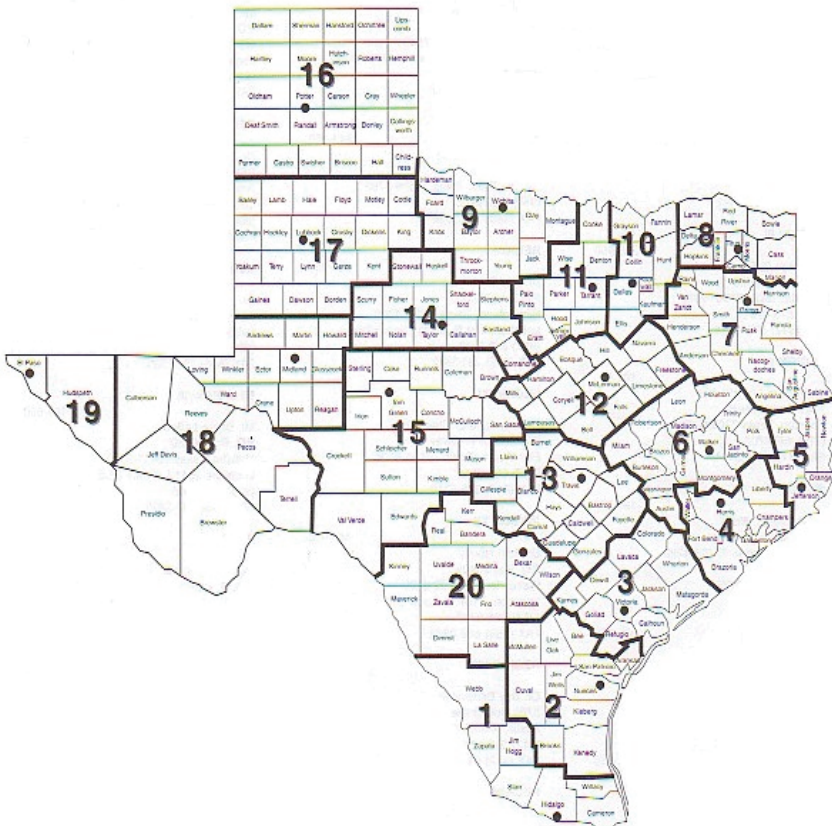
COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

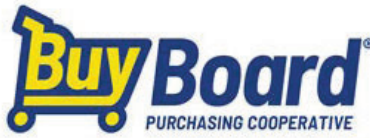
Region and Headquarters

- ☐ 1 Edinburg
- ☐ 2 Corpus Christi
- ☐ 3 Victoria
- ☐ 4 Houston
- ☐ 5 Beaumont
- ☐ 6 Huntsville
- ☐ 7 Kilgore
- ☐ 8 Mount Pleasant
- ☐ 9 Wichita Falls
- ☐ 10 Richardson
- ☐ 11 Fort Worth
- ☐ 12 Waco
- ☐ 13 Austin
- ☐ 14 Abilene
- ☐ 15 San Angelo
- ☐ 16 Amarillo
- ☐ 17 Lubbock
- ☐ 18 Midland
- ☐ 19 El Paso
- ☐ 20 San Antonio

Clifford Power Systems, Inc.

Company Name

- ☐ I will not service members of the Texas Cooperative.



STATE SERVICE DESIGNATION

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*

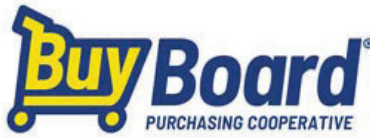
If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

Please check (✓) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input checked="" type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input checked="" type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input checked="" type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |

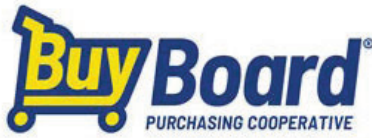


NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Clifford Power Systems, Inc.

Name of Vendor

Rusty Mills

Digitally signed by Rusty Mills
Date: 2021.06.15 11:27:57 -05'00'

Signature of Authorized Company Official

657-21

Proposal Invitation Number

Rusty Mills

Printed Name of Authorized Company Official

6/15/2021

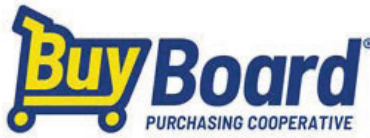
Date



LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Clifford Power Systems, Inc. Tulsa, OK	Somer Wamble	9310 E. 46th St. N., Tulsa, OK 74117 PH 918-836-0066 Fax 918-836-0094 swamble@cliffordpower.com
Clifford Power Systems, Inc. Austin, TX	Taylor Russo	4918 Burleson Rd., Austin, TX 78744 PH 512-477-6937 Fax 918-836-0094 trusso@cliffordpower.com
Clifford Power Systems, Inc. Garland, TX	Russell Firth	2916 National Dr., Garland, TX 75041 PH 972-265-0768 Fax 918-836-0094 rfirth@cliffordpower.com
Clifford Power Systems, Inc. Tomball, TX	Peter Psarovarkas	22811 Industry Ln., Tomball, TX 77375 PH 346-980-0266 Fax 918-836-0094 ppsarovarkas@cliffordpower.com
Clifford Power Systems, Inc. Independence, MO	Morgan Jenkins	4408 Washington Ave., Independence, MO 64055 PH 913-312-2031 Fax 918-836-0094 mjenkins@cliffordpower.com
Clifford Power Systems, Inc. Little Rock, AR 72209	John Hill	6800 Interstate 30, Little Rock, AR 72209 PH 501-907-5884 Fax 918-836-0094 jhill@cliffordpower.com
Clifford Power Systems, Inc. White Oak, TX	David Carter	1913 E. Hwy 80, White Oak, TX 75693 PH 903-291-8305 Fax 918-836-0094 dcarter@cliffordpower.com
Clifford Power Systems, Inc. Mansfield, TX	DJ Carter	101 Industrial Blvd., Mansfield, TX 76063 PH 817-640-5544 Fax 918-836-0094 djcarter@cliffordpower.com
Clifford Power Systems, Inc. Oklahoma City, OK	Sean O'Brien	7300 Melrose Lane, Oklahoma City, OK 73127 PH 405-440-9201 Fax 918-836-0094 sobrien@cliffordpower.com
Clifford Power Systems, Inc. San Antonio, TX	Heather Kay	5803 Rocky Point, San Antonio, TX 78249 PH 210-333-0377 Fax 918-836-0094 hkay@cliffordpower.com



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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

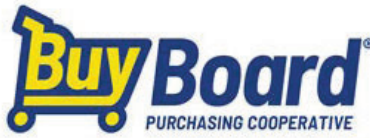
Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Clifford Power Systems, Inc has been in business for 36 years.

Our company is not for sale and is not involved in any significant business transactions.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

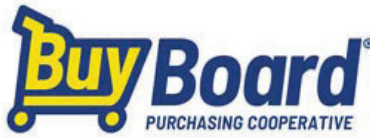
Clifford Power works closely with government entities throughout the state of TX. In the last 5 years we averaged well over \$100,000 in contracts with purchasing cooperatives. Last year alone, our contracted work was \$219,317.05.

Our "un-contracted" government work is actually greater than this, so the potential for us to promote other government entities to use BuyBoard is significant.

For contract examples, please refer to "Governmental References." The City of Keller and City of Midlotian contracts best represent our average contract amount.

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

We have 10 total office locations with 6 locations in Texas. This includes locations covering TX, OK, AR, KS & MO. We employ 75 Service Technicians, 19 Sales Consultants related to the scope of this contract, a Technical Support team, and various support staff personnel.



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

N/A

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

Generator Service/Repair - We can service all makes and models of standby and trailer-mounted generators.

Generator Equipment - We provide generator sizing and design consultation, onsite delivery, start-up commissioning and service throughout the equipment life cycle.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

Targeted tradeshow promotion with BuyBoard displays. Utilize BuyBoard member list to market to potential customers via sales representative phone calls. Promotion on our company brochures.

Sales training and continual discussions about utilizing BuyBoard. Incorporation in our digital marketing campaigns.

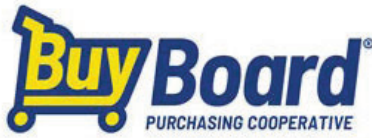
Incorporation in relevant event sponsorships/advertisements. BuyBoard promotion on our website.

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Financial revenue in 2019: \$41,811,266 Financial revenue in 2020: \$37,973,733

There are no debtor parties to bankruptcy, receivership, or insolvency proceedings.

Please see insurance coverage limits attached.



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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

N/A

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

N/A

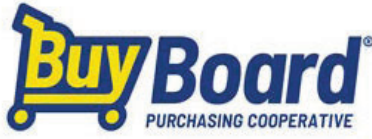
10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Generator Service & Repair - Our technicians are EGSA certified and receive ongoing training for all generator makes and models. We have an in-house Technical Support team. We have a safety/compliance program and adhere to all third party safety requirements. We provide OEM parts and universal fit parts from quality suppliers.

Generator Equipment - We partner with leading manufacturers, such as Generac Industrial Power, that perform rigorous quality assurance testing.



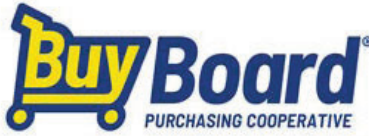
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12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

N/A

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

7/18/18 (job site) While lifting an enclosure piece to reassemble employee "kinked" his back. Employee received medical treatment and fully recovered. 7/27/18 (job site) After moving heavy cable employee began having back spasms that night. Employee received medical treatment and fully recovered. 9/27/19 (job site) Employee mis-stepped, slipped, cut arm on exposed sheet metal. Employee received medical treatment and fully recovered. 6/10/19 (job site) Employee tripped over curb, landing with weight on arm/shoulder and hitting elbow. Employee received medical treatment and fully recovered. 12/9/19 (job site) Wind blew generator door into ladder and tech fell from a few steps up on ladder. Employee landed on his heels and then his back. Employee received medical treatment and fully recovered.



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

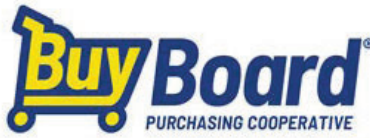
Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

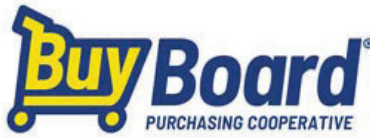
PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Israel Boycott Certification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information**
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation**
- ☒ Reviewed/Completed: **State Service Designation**
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

- ☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

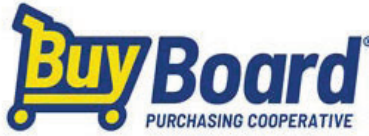


PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

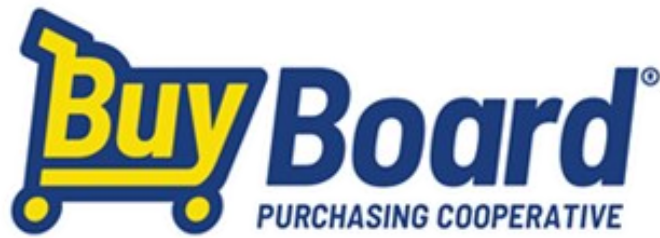
Section I: Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Electrical Supplies, Materials and Equipment.**
2. Discount (%) off catalog/pricelist for **All Types of Power Generating Equipment** (electric, gas, diesel portable, back up on-site).
3. Discount (%) off catalog/pricelist for **Various Types of Lamps and Ballasts** (fluorescent, incandescent, quartz, HID, shatterproof, metal halide, high pressure sodium, ballasts, similar related items).
4. Discount (%) off catalog/pricelist for **Various Types of Lighting Fixtures.**
5. Discount (%) off catalog/pricelist for **All Types of Indoor Signage.**
6. Discount (%) off catalog/pricelist for **All Types of Solar Supplies and Equipment.**
7. Discount (%) off catalog/pricelist for **Building Supplies and Materials** (carpentry, lumber, drywall, insulation products, concrete products, and similar related items).
8. Discount (%) off catalog/pricelist for **Doors-All Types and Sizes** (metal, wooden, and similar related items).
9. Discount (%) off catalog/pricelist for **Overhead Doors-All Types and Sizes** (metal, wooden, similar related items).
10. Discount (%) off catalog/pricelist for **All Types of Fasteners and Hardware Products** (doors, cabinets, and similar related items).
11. Discount (%) off catalog/pricelist for **Roofing Materials and Supplies** (PRODUCTS ONLY-NO LABOR).
12. Discount (%) off catalog/pricelist for **Paint and Paint Related Products, Supplies and Equipment.**
13. Discount (%) off catalog/pricelist for **Parking Lot Striping Equipment, Supplies and Materials.**
14. Discount (%) off catalog/pricelist for **Plumbing Supplies, Materials and Equipment.**
15. Discount (%) off catalog/pricelist for **Various Types of Toilet Partitions, Sinks, and Countertops.**
16. Discount (%) off catalog/pricelist for **All Types of Energy and Water Monitoring Products.**
17. Discount (%) off catalog/pricelist for **Boiler Equipment and Supplies.**
18. Discount (%) off catalog/pricelist for **HVAC Refrigerants and Supplies.**
19. Discount (%) off catalog/pricelist for **All Types of Hand Tools and Sets.**
20. Discount (%) off catalog/pricelist for **Welding Supplies and Equipment.**
21. Discount (%) off catalog/pricelist for **Commercial Building Glass and Other Glass Materials and Supplies.**
22. Discount (%) off catalog/pricelist for **Building Entryway Awnings, Canopies and Related Accessories** - all types of material (metal, fabric, and related materials).
23. Discount (%) off catalog/pricelist for **Elevator Equipment and Supplies.**
24. Discount (%) off catalog/pricelist for **Escalator Equipment and Supplies.**
25. Discount (%) off catalog/pricelist for **Material Handling and Storage Equipment and Supplies** (forklifts, warehouse storage systems, pallet jacks, similar related items).
26. Discount (%) off catalog/pricelist for **All Types of Fencing Materials and Supplies.**
27. Discount (%) off catalog/pricelist for **Pest Control Products and Supplies.**
28. Discount (%) off catalog/pricelist for **Power Washing Equipment and Materials.**
29. Discount (%) off catalog/pricelist for **Soil/Road Chemical Base Stabilizer Products** (solvents, surfactants, acid oxidizers, and common dispersing agents).
30. Discount (%) off catalog/pricelist for **All Other Building Maintenance, Repair and Operations Products not listed** (supplies, materials and equipment).



Section II: Installation and Repair Service

31. **Hourly Labor Rate for Installation/Repair Service of Boiler Equipment and Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
32. **Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment, Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
33. **Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
34. **Hourly Labor Rate for Installation/Repair Service of Elevator Equipment, Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
35. **Hourly Labor Rate for Installation/Repair Service of Escalator Equipment, Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
36. **Hourly Labor Rate for Installation/Repair Service of Fencing Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
37. **Hourly Labor Rate for Installation/Repair Service of Toilet Partitions, Sinks, Countertops and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
38. **Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment, Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
39. **Hourly Labor Rate for Installation/Repair Service of Doors, Framework, Door Hardware Equipment, Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
40. **Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies and Related Equipment, Products and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
41. **Hourly Labor Rate for Installation/Repair Service of Power Washing Equipment and/or Services and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
42. **Hourly Labor Rate for Installation/Repair Service of Parking Lot Striping Equipment and/or Services and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.
43. **Hourly Labor Rate for Installation/Repair Service of Concrete Cutting and Related Items -- Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.



657-21

**Clifford Power Systems Inc
Clifford Power Systems, Inc.
Supplier Response**

Event Information

Number: 657-21
Title: Building Maintenance, Repair and Operations Supplies and Equipment
Type: Request for Proposal
Issue Date: 4/14/2021
Deadline: 6/17/2021 04:00 PM (CT)
Notes:



The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 657-21

Building Maintenance, Repair and Operations Supplies and Equipment

Proposal Due Date and Time: June 17, 2021 at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system**.

1. View and download the forms.

- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

Current Proposal Invitations ►

2. To submit completed proposal.

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown below to submit your proposal online.

Register/Login/Submit Proposal ►

- For additional assistance click this link [View our Proposal Submission Instructions.](#)

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal." Click [Register now](#) as a new supplier/vendor, so you don't miss future proposal opportunities.

-
Any Addenda issued with this proposal will also be placed on the website, and it will be the vendor's responsibility to obtain the information.

Clifford Power Systems Inc Information

Address: 9310 E. 46th St. N.
Tulsa, OK 74145
Phone: (918) 359-2144
Fax: (918) 836-0094
Toll Free: (800) 324-0066
Web Address: www.cliffordpower.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Rusty Mills

Signature

rmills@cliffordpower.com

Email

Submitted at 6/15/2021 12:09:04 PM

Requested Attachments

IRS Form W-9 Request for Taxpayer Identification Number and Certification 2021 CPS W-9_0001.pdf

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Detailed Information and Exceptions Related to Discount and/or Hourly Labor Rate No response

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

BuyBoard Proposal Invitation No.657-21 - Building Maintenance, Repair and Operations Supplies and Equipment 657-21-Building-MRO Proposal - Clifford Power.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist Clifford Power Generator Equipment Pricing - 657-21.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Response Attachments

Clifford Power Service Pricing - 657-21.pdf

Service Pricing

WS NCCI 2018.pdf

Workers Compensation Experience Rating - 2018

WS NCCI 2019.pdf

Workers Compensation Experience Rating - 2019

WS NCCI 2020.pdf

Workers Compensation Experience Rating - 2020

COI-Clifford Power generic exp 3.1.22.pdf

Certificate of Insurance

Company Profile.pdf

Company Profile

Bid Lines

1	<p>Section I: Equipment, Products, and Supplies- Discount (%) off catalog/pricelist for Electrical Supplies, Materials and Equipment.</p> <p style="text-align: right;">No Bid</p> <p>Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none">• Vendor's must list one specific percentage discount for each Manufacturer listed.• Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate." <p>Item Attributes</p> <p>1. State Name of Catalog/Pricelist</p> <div>No response</div>	
	2	<p>Section I: Equipment, Products, and Supplies- Discount (%) off catalog/pricelist for All Types of Power Generating Equipment (electric, gas, diesel portable, back up on-site).</p> <p style="text-align: right;">Total: <div>15%</div></p> <p>Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none">• Vendor's must list one specific percentage discount for each Manufacturer listed.• Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate." <p>Item Attributes</p> <p>1. State Name of Catalog/Pricelist</p> <div>Generator Equip. Pricing</div>

3

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Various Types of Lamps and Ballasts** (Fluorescent, incandescent, quarts, HID, shatterproof, metal handle, high pressure sodium, ballasts, similar related items). **No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

4

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Various Types of Lighting Fixtures**. **No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

5

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Types of Indoor Signage**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

6

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Types of Solar Supplies and Equipment**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

7

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Building Supplies and Materials** (carpentry, lumber, drywall, insulation products, concrete products, and similar related items).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

8

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Doors - All Types and Sizes** (metal, wooden, and similar related items).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

9

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Overhead Doors - All Types and Sizes** (metal, wooden, similar related items).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

10

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Types of Fasteners and Hardware Products** (doors, cabinets, and similar related items).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

1
1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Roofing Materials and Supplies** (PRODUCTS ONLY - NO LABOR).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

1
2

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Paint and Paint Related Products, Supplies and Equipment**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

1
3

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Parking Lot Striping Equipment, Supplies and Materials**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

1
4

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Plumbing Supplies, Materials and Equipment**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

1
5

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Various Types of Toilet Partitions, Sinks, and Countertops**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

1
6

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Types of Energy and Water Monitoring Products**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

1
7**Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Boiler Equipment and Supplies**.**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes**1. State Name of Catalog/Pricelist**1
8**Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **HVAC Refrigerants and Supplies**.**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes**1. State Name of Catalog/Pricelist**1
9**Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Types of Hand Tools and Sets**.**No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
0

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Welding Supplies and Equipment**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
1

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Commercial Building Glass and Other Glass Materials and Supplies**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
2

Section I: Equipment, Products, and Supplies- Discount (%) off catalog/pricelist for **Building Entryway Awnings, Canopies and Related Accessories** - all types of materials (metal, fabric, and related materials).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
3

Section I: Equipment, Products, and Supplies- Discount (%) off catalog/pricelist for **Elevator Equipment and Supplies**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
4

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Escalator Equipment and Supplies**.

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
5

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Material Handling and Storage Equipment and Supplies** (forklifts, warehouse storage systems, pallet jacks, similar related items).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
6**Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Types of Fencing Materials and Supplies.****No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes**1. State Name of Catalog/Pricelist**

No response

2
7**Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Pest Control Products and Supplies.****No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes**1. State Name of Catalog/Pricelist**

No response

2
8**Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **Power Washing Equipment and Materials.****No Bid**

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

2
9

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **Soil/Road Chemical Base Stabilizer Products** (solvents, surfactants, acid oxidizers, and common dispersing agents).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

3
0

Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for **All Other Building Maintenance, Repair and Operations Products not listed** (supplies, materials and equipment).

No Bid

Item Notes: Vendors proposing various manufacturer product lines per line item must submit the information as follows or proposal may not be considered:

- Vendor's must list one specific percentage discount for each Manufacturer listed.
- Additional/Alternate Manufacturer lines must submitted by selecting "Add Alternate."

Item Attributes

1. State Name of Catalog/Pricelist

No response

3
1

Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Boiler Equipment and Products and Related Items -- Not to Exceed Hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

3 2	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Power Generating Equipment, Products and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> Price: \$135.00 Total: \$135.00</p>
3 3	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Commercial Building Glass and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> No Bid</p>
3 4	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Elevator Equipment, Products and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> No Bid</p>
3 5	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Escalator Equipment, Products and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> No Bid</p>
3 6	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Fencing Products and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> No Bid</p>
3 7	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Toilet Partitions, Sinks, Countertops and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> No Bid</p>
3 8	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Overhead Door Equipment, Products and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> No Bid</p>
3 9	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Doors, Framework, Door Hardware Equipment, Products and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u>Hour</u> No Bid</p>

40	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Building Entryway Awnings, Canopies and Related Equipment, Products and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u> Hour </u></p> <p style="text-align: right;">No Bid</p>
41	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Power Washing Equipment and/or Services and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u> Hour </u></p> <p style="text-align: right;">No Bid</p>
42	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Parking Lot Striping Equipment and/or Services and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u> Hour </u></p> <p style="text-align: right;">No Bid</p>
43	<p>Section II: Installation and Repair Service- Hourly Labor Rate for Installation/Repair Service of Concrete Cutting and Related Items -- <u>Not to Exceed</u> Hourly labor rate for Installation/Repair Service of Equipment and Products.</p> <p>Quantity: <u> 1 </u> UOM: <u> Hour </u></p> <p style="text-align: right;">No Bid</p>

Response Total: \$135.00

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Annual Generator Maintenance Contract

Company Name: Clifford Power Systems, Inc

Department: Wastewater Treatment Plants

Date: 6/30/2022

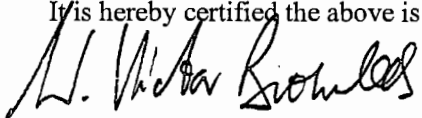
Council Date: 07/14/2022

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.



6/30/2022

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

9. f.

Meeting Date: 07/14/2022

Subject: Consider Authorizing the Purchase of (1) One Kubota KX-057-5R3AP Track Unit through Sourcewell

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

Prepared by: David Oyler, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an amendment to Ordinance No. 15,121 authorizing the purchase of one (1) KX-057-5R3AP Track Unit from Kubota Tractor Corporation through Sourcewell, rather than BuyBoard, for the Public Works Department.

PREFACE

This proposed ordinance authorizes the purchase of one (1) Kubota KX-057-5R3AP from Kubota Tractor Corporation, through Sourcewell. The total cost for this purchase is \$99,913.87. It is for the Public Works and Engineering Department, and it replaces a stolen unit. This item was passed on June 23, 2022, with the intention of using BuyBoard; however, Kubota does not use BuyBoard and has changed to Sourcewell.

The one (1) new track unit will be used to dig up water leaks, fill in holes, and repair cave-ins and driveways throughout the City of Baytown.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 30410-84042
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: N
Amount Needed: \$99,913.87

Fiscal Impact (Additional Information):

These funds will purchase a Kubota KX057-5R3AP Track Unit

Attachments

Ordinance - Amendment to Ordinance No. 15,121

Quote

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING ORDINANCE NO. 15,121 BY AUTHORIZING THE PAYMENT OF NINETY-NINE THOUSAND NINE HUNDRED THIRTEEN AND 87/100 DOLLARS (\$99,913.87) TO KUBOTA TRACTOR CORPORATION, THROUGH THE SOURCEWELL COOPERATIVE CONTRACT PROGRAM RATHER THAN THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE OF ONE (1) KX-057-5R3AP TRACK UNIT FOR THE PUBLIC WORKS DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, on June 23, 2022, the City Council of the City of Baytown, Texas, passed Ordinance No. 15,121 authorizing the payment of NINETY-NINE THOUSAND NINE HUNDRED THIRTEEN AND 87/100 DOLLARS (\$99,913.87) to Kubota Tractor Corporation through the Texas Local Government Purchasing Cooperative (Buy Board) for the purchase of one (1) KX-057-5R3AP Track Unit for the Public Works Department; and

WHEREAS, Kubota Tractor Corporation is not a member of the Buy Board and has changed to the Sourcewell Cooperative Contract Program; and

WHEREAS, the City of Baytown is a member of the cooperative purchasing programs established under Section 271.102 of the Texas Local Government Code; and

WHEREAS, the Sourcewell Cooperative Contract 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 amends Ordinance No. 15,121 by authorizing the payment of NINETY-NINE THOUSAND NINE HUNDRED THIRTEEN AND 87/100 DOLLARS (\$99,913.87) to Kubota Tractor Corporation, through the Sourcewell Cooperative Contract Program rather than the Buy Board for the purchase of one (1) KX-057-5R3AP Track Unit for the Public Works Department.

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 14th day of July 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

-- Standard Features --

-- Custom Options --



Kubota

K Series

KX057-5R3AP

*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

7" LCD Color Display
Auto Idler
Rubber Track Models
A/C ROPS/OPG Cab
Kubota 3 Hydraulic Pump Load Sensing System
1 Gear, 2 Variable Displacement Pumps
All Controls Hydraulic Pilot Controls
Two Operating Pattern Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets, Service Alerts
Standard Front Dozer Blade w/ Float
360 Degree Full Rotation
70 Degree Left, 55 Degree Right Boom Swing
19.8 gpm Adjustable Auxiliary Hydraulics Port 1
Auxiliary Hydraulics Diverter Valve
Thumb Bracket and Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake Third Line

ENGINE

V2607 Kubota DI CRS Tier 4
Diesel Engine
4 Cylinder, 4 Cycle
46.4 Net HP @ 2200 rpm (SAE J1349)

OPERATIONAL

DIMENSIONS

Max Digging Depth 12' 9"
Max Digging Radius @ Ground Level 20' 1"
Max Vertical Digging Depth 5' 4"
Max Dumping Height 13' 8.6"

DOZER BLADE

DIMENSIONS

Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 15.9"

PERFORMANCE

Digging Force @ Bucket 10,172 lbs.
Digging Force @ Dipper Arm 5,463 lbs.
Travel Speed (Low) 1.7 mph
Travel Speed (High) 3.0 mph
Climbing Ability 36% / 20°
Lift Capacity 3,410 lbs.
Over Front Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

STANDARD WARRANTY

Basic Warranty - 24 Months / 2000 Hours
Rubber Track Warranty - 12 Months / 1000 Hours

DIMENSIONS AND OPERATING WEIGHT

KX057-5R3AP, Rubber Tracks, ROPS/OPG (Top Guard, Level I) Cab,
Angle Dozer Blade, Dipper Arm, Counterweight, SP2
Overall Length 18' 1.3"
Overall Width 6' 5.2"
Overall Height 8' 4.4"
Operating Weight 13,051 lbs.*
Ground Clearance 12' 0.2"

*Includes operator's weight, 165 lbs.

KX057-5R3AP Base Price: \$89,395.00

(1) 36" QUICK ATTACH GRADING BUCKET \$1,680.00
K7922A-36" QUICK ATTACH GRADING BUCKET

(1) 18" Q.A. TRENCHING BKT/U55/KX057-4 \$1,612.00
K7918-18" Q.A. TRENCHING BKT/U55/KX057-4

(1) QUICK COUPLER \$1,284.00
K7915A-QUICK COUPLER

(1) 30"Q.A. TRENCHING BCKT/U55/KX057-4 \$1,966.00
K7920-30"Q.A. TRENCHING BCKT/U55/KX057-4

Configured Price: \$95,937.00

Sourcewell Discount: (\$23,024.88)

SUBTOTAL: \$72,912.12

1Yr KX057-5R3AP Extended Warranty (3000 hrs.) \$950.00

Dealer Assembly: \$85.00

Freight Cost: \$793.75

PDI: \$250.00

AP-B560 LAND PRIDE QUOTE #3685 \$12,461.50

AP-BR560 LANDPRIDE QUOTE #3855 \$12,461.50

Total Unit Price: \$99,913.87

Quantity Ordered: 1

Final Sales Price: \$99,913.87

**Purchase Order Must Reflect
the Final Sales Price**

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Purchase a Kubota KX-57 Excavator

Company Name: Wowco Equipment Co

Department: Public Works

Date: 06/9/2022

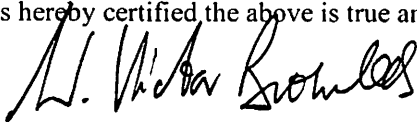
Council Date: 07/14/2022

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.



06/9/2022

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

9. g.

Meeting Date: 07/14/2022

Subject: Consider an ordinance for the Purchase of three (3) Ford Trucks for PWE through Good Buy

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

Prepared by: David Oyler, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the purchase of three (3) Ford Trucks from Silsbee Ford, through Good Buy Purchasing Cooperative, for Public Works and Engineering.

PREFACE

This proposed ordinance authorizes the purchase of three (3) Ford Trucks from Silsbee Ford, through GoodBuy Purchasing Cooperative, for a total amount of \$140,503.50. This amount includes a GoodBuy purchase fee of \$300 for each purchase order. These are additions to the fleet and will be used by the Street Maintenance crews, of which, two are for the crews and one for a crew chief. The crews perform asphalt and concrete repair. The three (3) vehicles are all F-250s and are funded by Street Maintenance Sales Tax.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 21121-84043
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: \$140,503.50

Fiscal Impact (Additional Information):

These 3 Ford Trucks will be used in the PWE Dept. for Street Maintenance

Attachments

Ordinance - Purchase of Three (3) Ford Trucks for PWE
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED FORTY THOUSAND FIVE HUNDRED THREE AND 50/100 DOLLARS (\$140,503.50) TO SILSBEE FORD INC., THROUGH GOODBUY PURCHASING COOPERATIVE, FOR THE PURCHASE OF THREE (3) FORD F-250 TRUCKS FOR THE PUBLIC WORKS AND ENGINEERING DEPARTMENT; 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 GoodBuy Purchasing Cooperative 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 a cooperative purchasing program, satisfies state law requiring municipalities to seek competitive bids for the purchase of the item; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of ONE HUNDRED FORTY THOUSAND FIVE HUNDRED THREE AND 50/100 DOLLARS (\$140,503.50) to Silsbee Ford Inc., for the purchase of three (3) Ford F-250 trucks for the Public Works and Engineering Department.

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 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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Purchase 3 trucks from Silsbee Ford

Company Name: Silsbee Ford

Department: Public Works

Date: 06/28/2022

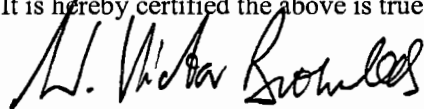
Council Date: 07/14/2022

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

06/28/2022

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

9. h.

Meeting Date: 07/14/2022

Subject: Consider ordinance authorizing a purchase of fencing services for Fire Department Project from Foster Fence LTD Buy Board 657-21 to cover installation of fencing, gates, and equipment at Fire Stations 1, 5, and 6, and the Fire Training Academy

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

Prepared by: Wendy McClain, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing a purchase from Foster Fence LTD, through BuyBoard, for the Fire Department Project for fencing equipment and installation at Fire Stations 1, 5, and 6, and the Fire Training Academy.

PREFACE

This proposed ordinance authorizes a purchase from Foster Fence LTD, through Buy Board Contract 657-21, for the Fire Department Project for fencing equipment and installation at Fire Stations 1, 5, and 6 and the Fire Training Academy for a total cost of \$139,097.41.

At all sites Foster Fence will have mobilization to and from job sites, Supervision, and Management required for complete installation. Commercial Conditions and Exclusions are listed on the second page of all quotes.

- Fire 1 Quote# 957165240: Install 14LF of 6' black ornamental iron fence, 3/4" pickets, 4" o.c., and 2" post, (1) 18' double swing gate, (2) Lift Master CSW200 gate operators to run together, loops, detectors, Linear AK11 Keypad, and pedestal, (1) receiver and (10) remotes for a total cost of \$19,255.76.
- Fire Training Academy Quote# 957156754: Retie and stretch 150LF of existing 6' high with slats, install (1) Lift Master SL3000 with loops, detectors, (1) receiver, pedestal, Linear AK11 Keypad, and (10) remotes for a total cost of \$9,455.50.
- Fire 5 Quote# 957162560: Install 718LF of 6' high black ornamental iron fence, 3/4" pickets, 4" o.c., and 2" posts, (1) 4" wide walk gate, (1) 6' swing gate for mower, (1) 24' double swing gate, (2) Lift Master CSW200 gate operators to run together, loops, detectors, Linear AK11 Keypad, and pedestal, (1) receiver and (10) remotes for a total cost of \$50,958.94.
- Fire 6 Quote# 957150211: Install 510LF of 6' high black ornamental iron fence, 3/4" pickets, 4" o.c., and 2" posts, (1) 6' wide swing gate for mower, (2) 5' wide walk gates, (1) 28' double swing gates, (2) Lift Master CSW200 gate operators to run together, loops, detectors, Linear AK11 Keypad, and pedestal, (1) receiver and (10) remotes for a total cost of \$59,427.21.

Final Total Cost of this Project is \$139,097.41.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 35106-85001-FA2203-85001
Source of Funds (Operating/Capital/Bonds): Capital
Funds Budgeted Y/N: Y
Amount Needed: \$139,097.41
Fiscal Impact (Additional Information):

Attachments

Ordinance - Purchase of Fencing for Fire Department Locations
Foster Fence Quotes for Fire Fencing Project
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED THIRTY-NINE THOUSAND NINETY-SEVEN AND 41/100 DOLLARS (\$139,097.41) TO FOSTER FENCE, LTD., THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE AND INSTALLATION OF FENCING EQUIPMENT FOR THE FIRE TRAINING ACADEMY AND FIRE STATIONS 1, 5, AND 6; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

WHEREAS, the Texas Local Government Purchasing Cooperative's Buy Board Program is such a program, allowing municipalities to purchase products and/or services in an efficient, cost effective, and competitive procurement method; and

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

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

Section 1: That the City Council of the City of Baytown hereby authorizes the payment of ONE HUNDRED THIRTY-NINE THOUSAND NINETY-SEVEN AND 41/100 DOLLARS (\$139,097.41) to Foster Fence, LTD., through the Texas Local Government Purchasing Cooperative (Buy Board), for the purchase and installation of fencing equipment for the Fire Training Academy and Fire Stations 1, 5, and 6.

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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney



Quote #: 957165240

To: City of Baytown

Attention: Abel Villalon

Project: Fire Station #1 – Buy Board 657–21

Date: June 24, 2022

Foster Fence will provide and install the following:

- Install 14 LF of 6' black ornamental iron fence, 3/4" pickets, 4" o.c and 2" posts.
- (1) 18' double swing gate.
- (2) Lift Master CSW200 gate operators to run together.
- Loops, detectors, linear AK11 keypad and pedestal.
- (1) receiver and (10) remotes.
- Mobilization to and from jobsite, supervision, and management required for complete installation.

Total– \$19,255.76* - Tax not included
Estimated Taxes (if applicable) - \$

***Quotes are good for 30 days**

Estimator: Thomas Graham – 832-977-0285 - tgraham@fosterfence.com

**Members of: Avetta, ISNetworld, Houston Area Safety Council and C3
Accredited**



Commercial Conditions

- All projects requiring special fabrication as well as contracts with a value greater than \$75,000 will require signed and approved submittals before Foster Fence, Ltd. proceeds with construction.
- Terms – Net 30, unless otherwise expressly negotiated
- All standby/down time in excess of 30 minutes will be billed at a rate of \$400 per hour.
- Restocking fee for standard stock materials 25%, non-stock materials 100%
- Foster Fence Ltd. agrees to guarantee all materials to be free from defects in materials and workmanship for a period of one year from installation. This guarantee does not cover abuse, Acts of God, Nature, or other external source.

Exclusions- unless specifically included in quote:

- Demolition, clearing & grubbing, spoil removal
- Electrical and control conduit grounding
- Engineered drawings
- Tree protection, silt fence, temporary fence
- Hand digging, hydro-excavation, core drilling, rock drilling, probing
- Concrete & asphalt breaks
- Signage, bollards, concrete mow strip
- Painting, galvanizing after fabrication
- Utility locates beyond 811 One call, location of water lines. Private utility lines are not covered by 811. Locating private lines is the responsibility of the property owner.
- OQ training, OSHA 30 Training, site or hazard specific training greater than 30 minutes
- Remobilizations, down time, standby time.
- OCIP, CCIP, Builders Risk, Payment and Performance Bonds

CUSTOMER SIGNATURE

DATE



Quote #: 957156754

To: City of Baytown

Attention: Abel Villalon

Project: Training Facility – Buy Board 657–21

Date: June 24, 2022

Foster Fence will provide and install the following:

- Retie and stretch 150 LF of existing 6' high with slats.
- Install (1) Lift Master SL3000 with loops, detectors.
- (1) receiver, pedestal, linear AK11 keypad and (10) remotes.
- Mobilization to and from jobsite, supervision, and management required for complete installation.

Total– \$9,455.50* - Tax not included
Estimated Taxes (if applicable) - \$

***Quotes are good for 30 days**

Estimator: Thomas Graham – 832-977-0285 - tgraham@fosterfence.com

**Members of: Avetta, ISNetworld, Houston Area Safety Council and C3
Accredited**



Commercial Conditions

- All projects requiring special fabrication as well as contracts with a value greater than \$75,000 will require signed and approved submittals before Foster Fence, Ltd. proceeds with construction.
- Terms – Net 30, unless otherwise expressly negotiated
- All standby/down time in excess of 30 minutes will be billed at a rate of \$400 per hour.
- Restocking fee for standard stock materials 25%, non-stock materials 100%
- Foster Fence Ltd. agrees to guarantee all materials to be free from defects in materials and workmanship for a period of one year from installation. This guarantee does not cover abuse, Acts of God, Nature, or other external source.

Exclusions- unless specifically included in quote:

- Demolition, clearing & grubbing, spoil removal
- Electrical and control conduit grounding
- Engineered drawings
- Tree protection, silt fence, temporary fence
- Hand digging, hydro-excavation, core drilling, rock drilling, probing
- Concrete & asphalt breaks
- Signage, bollards, concrete mow strip
- Painting, galvanizing after fabrication
- Utility locates beyond 811 One call, location of water lines. Private utility lines are not covered by 811. Locating private lines is the responsibility of the property owner.
- OQ training, OSHA 30 Training, site or hazard specific training greater than 30 minutes
- Remobilizations, down time, standby time.
- OCIP, CCIP, Builders Risk, Payment and Performance Bonds

CUSTOMER SIGNATURE

DATE



Quote #: 957162560

To: City of Baytown

Attention: Abel Villalon

Project: Fire Station #5 – Buy Board 657–21

Date: June 24, 2022

Foster Fence will provide and install the following:

- Install 718 LF of 6'high black ornamental iron fence, 3/4" pickets, 4" o.c and 2" posts.
- (1) 4" wide walk gate.
- (1) 6' swing gate for mower.
- (1) 24' double swing gate.
- (2) Lift Master CSW200 gate operators to run together.
- Loops, detectors, linear AK11 keypad and pedestal. pedestal
- (1) receiver and (10) remotes.
- Mobilization to and from jobsite, supervision, and management required for complete installation.

Total– \$50,958.94* - Tax not included
Estimated Taxes (if applicable) - \$

***Quotes are good for 30 days**

Estimator: Thomas Graham – 832-977-0285 – tgraham@fosterfence.com

**Members of: Avetta, ISNetworld, Houston Area Safety Council and C3
Accredited**



Commercial Conditions

- All projects requiring special fabrication as well as contracts with a value greater than \$75,000 will require signed and approved submittals before Foster Fence, Ltd. proceeds with construction.
- Terms – Net 30, unless otherwise expressly negotiated
- All standby/down time in excess of 30 minutes will be billed at a rate of \$400 per hour.
- Restocking fee for standard stock materials 25%, non-stock materials 100%
- Foster Fence Ltd. agrees to guarantee all materials to be free from defects in materials and workmanship for a period of one year from installation. This guarantee does not cover abuse, Acts of God, Nature, or other external source.

Exclusions- unless specifically included in quote:

- Demolition, clearing & grubbing, spoil removal
- Electrical and control conduit grounding
- Engineered drawings
- Tree protection, silt fence, temporary fence
- Hand digging, hydro-excavation, core drilling, rock drilling, probing
- Concrete & asphalt breaks
- Signage, bollards, concrete mow strip
- Painting, galvanizing after fabrication
- Utility locates beyond 811 One call, location of water lines. Private utility lines are not covered by 811. Locating private lines is the responsibility of the property owner.
- OQ training, OSHA 30 Training, site or hazard specific training greater than 30 minutes
- Remobilizations, down time, standby time.
- OCIP, CCIP, Builders Risk, Payment and Performance Bonds

CUSTOMER SIGNATURE

DATE



Quote #: 957150211

To: City Of Baytown

Attention: Abel Villalon

Project: Fire Station #6 – Buy Board 657–21

Date: June 24, 2022

Foster Fence will provide and install the following:

- Install 510 LF of 6' high black ornamental iron fence, 3/4" pickets, 4" o.c and 2" post.
- (1) 6' wide swing gate, for mower.
- (2) 5' wide walk gates.
- (1) 28' double swing gate.
- (2) Lift Master CSW200 gate operators to run together
- Loops, detectors, linear AK11 keypad and pedestal.
- (1) receiver and (10) remotes.
- Mobilization to and from jobsite, supervision, and management required for complete installation.

Total– \$59,427.21* - Tax not included
Estimated Taxes (if applicable) - \$

***Quotes are good for 30 days**

Estimator: Thomas Graham – 832-977–0285 - tgraham@fosterfence.com

**Members of: Avetta, ISNetworld, Houston Area Safety Council and C3
Accredited**



Commercial Conditions

- All projects requiring special fabrication as well as contracts with a value greater than \$75,000 will require signed and approved submittals before Foster Fence, Ltd. proceeds with construction.
- Terms – Net 30, unless otherwise expressly negotiated
- All standby/down time in excess of 30 minutes will be billed at a rate of \$400 per hour.
- Restocking fee for standard stock materials 25%, non-stock materials 100%
- Foster Fence Ltd. agrees to guarantee all materials to be free from defects in materials and workmanship for a period of one year from installation. This guarantee does not cover abuse, Acts of God, Nature, or other external source.

Exclusions- unless specifically included in quote:

- Demolition, clearing & grubbing, spoil removal
- Electrical and control conduit grounding
- Engineered drawings
- Tree protection, silt fence, temporary fence
- Hand digging, hydro-excavation, core drilling, rock drilling, probing
- Concrete & asphalt breaks.
- Signage, bollards, concrete mow strip
- Painting, galvanizing after fabrication
- Utility locates beyond 811 One call, location of water lines. Private utility lines are not covered by 811. Locating private lines is the responsibility of the property owner.
- OQ training, OSHA 30 Training, site or hazard specific training greater than 30 minutes
- Remobilizations, down time, standby time.
- OCIP, CCIP, Builders Risk, Payment and Performance Bonds

CUSTOMER SIGNATURE

DATE

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Fencing Services for the Fire Department

Company Name: Foster Fence LTD BuyBoard 657-21

Department: Public Works

Date: 6/24/22

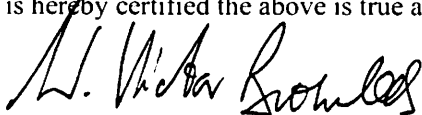
Council Date: 07/14/2022

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

6/24/22

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

9. i.

Meeting Date: 07/14/2022

Subject: Cowbell Cyber Risk Insurance Contract

Prepared for: Carol Flynt, Human Resources **Prepared by:** Phillip Davis, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing Arthur J. Gallagher (AJG) Risk Management Services, Inc., as the City's insurance broker, to place the City's Cyber Liability Coverage for FY 2022-23 with Cowbell Cyber, Inc.

PREFACE

This proposed ordinance authorizes Arthur J. Gallagher (AJG) Risk Management Services, Inc., as the City's insurance broker, to place the City's Cyber Liability Coverage for FY 2022-23 with Cowbell Cyber, Inc. in an amount not to exceed \$62,190.00.

Cyber Liability Coverage is necessary for the City to better mitigate the risks posed by various types of cyber attacks, including ransomware.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 11920-74290
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$62,190
Fiscal Impact (Additional Information):

Attachments

Ordinance - Cyber Risk Insurance Contract
Cyber Insurance Proposal 2022
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING ARTHUR J. GALLAGHER (AJG) RISK MANAGEMENT SERVICES, INC., AS THE CITY'S INSURANCE BROKER, TO PLACE THE CITY'S CYBER LIABILITY COVERAGE FOR FY 2022 WITH COWBELL CYBER, INC.; AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND ONE HUNDRED NINETY AND NO/100 DOLLARS (\$62,190.00) FOR THE CYBER LIABILITY COVERAGE; 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 Arthur J. Gallagher (AJG) Risk Management Services, Inc., as the City's insurance broker, to place the City's Cyber Liability Coverage for FY 2022.

Section 2: That the City Council of the City of Baytown authorizes payment in an amount not to exceed SIXTY-TWO THOUSAND ONE HUNDRED NINETY AND NO/100 DOLLARS (\$62,190.00) for the services and coverage associated with the City's Cyber Liability Coverage authorized in Section 1 hereof.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney



Proposal of Insurance

City of Baytown

P O Box 424
Baytown, TX 77522

Presented: June 13, 2022

Effective: June 17, 2022

Nancy Sylvester, CPCU, ARM-P

Area Executive Vice President/
GPS National Director- Federal Disaster Recovery

Adam Yglesias

Area Senior Vice President

Joey Sylvester

Area Senior Vice President, Cyber Risk Solutions – Mid-South

Arthur J. Gallagher Risk Management Services, Inc.

235 Highlandia Drive Suite 200
Baton Rouge, LA 70810



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Service Team

Nancy Sylvester has primary service responsibility for your company. We operate using a team approach. Your ServiceTeam consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Nancy Sylvester, CPCU, ARM-P Area Executive Vice President/GPS National Director – Federal Disaster Recovery	(337) 794-0611	Nancy_Sylvester@ajg.com	Producer
Adam Yglesias Area Senior Vice President	(225) 906-1287	Adam_Yglesias@ajg.com	Producer
Joey Sylvester Area Senior Vice President/Director, Cyber Risk Solutions – Mid-South	(225) 803-3291	Joey_Sylvester@ajg.com	Producer
Robbie Fusilier Client Service Manager	(225) 906-0110	Robbie_Fusilier@ajg.com	Client Service Manager

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (225) 292-3515

Program Structure

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Cyber Liability
	City of Baytown	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Program Details

Coverage: Cyber Liability















Carrier: Palomar Excess and Surplus Insurance Company

Policy Period: 6/17/2022 to 6/17/2023





Form Type:

COVERAGE	FORM TYPE
Cyber Liability	Claims Made


COVERAGES - PRIME 250

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
 Liability Costs	\$2,000,000	\$100,000	-	Full Prior Acts
 PCI Costs	\$2,000,000	\$100,000	-	Full Prior Acts
 Regulatory Costs	\$2,000,000	\$100,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
 Cowbell Breach Fund	\$2,000,000	\$100,000	-	-
 Data Restoration Costs	\$2,000,000	\$100,000	-	-
 Extortion Costs	\$2,000,000	\$100,000	-	-
 Business Impersonation Costs	\$2,000,000	\$100,000	-	-
 Reputational Harm Expense	\$1,000,000	-	12 Hours	06/17/2021
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
 Business Interruption Loss	\$1,000,000	\$100,000	12 Hours	-
 Contingent Business Interruption Loss	\$1,000,000	\$100,000	12 Hours	-
 System Failure	\$1,000,000	\$100,000	12 Hours	-
 Cyber Crime Loss	\$250,000	\$100,000	-	-
 Bricking Costs	\$1,000,000	\$100,000	-	-
 Criminal Reward Costs	\$100,000	-	-	-

ENDORSEMENTS - PRIME 250

COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
 California Consumer Privacy Act	\$2,000,000	\$100,000	-	Full Prior Acts
 General Data Protection Regulation	\$2,000,000	\$100,000	-	Full Prior Acts
 Utility Fraud Attack	\$100,000	\$100,000	-	-
 Media Liability	\$2,000,000	\$100,000	-	Full Prior Acts

AMENDATORY ENDORSEMENTS

 BIPA Exclusion Endorsement
--

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 30 days of the expiration date. The cost of this extended reporting period is 200% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 30 days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:**DESCRIPTION**

Refer to attached policy form

Incident or Claim Reporting Provision:**DESCRIPTION**

Refer to attached policy form

ENDORSEMENTS & FORMS - PRIME 250

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Policy Declarations - Prime 250	PRIME 250SL 002 09 21
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL PL 0921
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 PL 09 21
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
Media Liability	PRIME 250SL 007 09 20
BIPA Exclusion Endorsement	PRIME 250SL 048 09 21
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20

SUBJECTIVITIES - PRIME 250

This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions. 1. 2. 3.

This quote is also subject to the satisfaction of the following conditions:

- Completed Surplus Lines Tax Documentation Form prior to binding.

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Notified Individuals Threshold: 100 Notified Individuals

Premium	\$58,663.36
E&S Taxes	\$2,910.00
TRIA	\$586.64
UW Fee	\$750.00
ESTIMATED PROGRAM COST	\$62,190.00

DESCRIPTION	EXPOSURE
Revenues	\$250,000,000
Number of Employees	1,200

OPTIONAL QUOTE:

Reduce limit to \$1,000,000 with \$100,000 deductible for \$49,000.00 plus applicable TRIA and Surplus Taxes:

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Cyber Liability	Premium	Lloyd's Syndicate 2623	\$45,032.29	Palomar Excess and Surplus Insurance Company	\$58,663.36
	TRIA				\$586.64
	UW Fees				\$750.00
	Surplus Tax				\$2,910.00
Total Estimated Program Cost			\$45,032.29		\$62,910.00
					\$62,910.00

Quote from Palomar Excess and Surplus Insurance Company is valid until **6/16/22**

Gallagher is responsible for the placement of the following lines of coverage:

**Cyber Liability, NFIP
and Excess Workers
Compensation**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Palomar Excess and Surplus Insurance Company	Cyber Liability	Premium Must be Remitted by the Due Date on the Invoice.	Agency Bill

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/13/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
<input type="checkbox"/> Option 1	Palomar Excess Insurance Company – per expiring \$2,000,000 limit
<input type="checkbox"/> Option 2	Decrease limit to \$1,000,000

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Coverages to Consider

- ☐ Yes ☐ No - Cyber Liability
☐ Yes ☐ No - Flood
☐ Yes ☐ No - Directors and Officers Liability
☐ Yes ☐ No - Employment-Related Practices Liability
☐ Yes ☐ No - Environmental Pollution Liability
☐ Yes ☐ No - Fiduciary liability

- ☐ Yes ☐ No - Foreign Exposures
☐ Yes ☐ No - Kidnap & Ransom
☐ Yes ☐ No - Terrorism

Other Services to Consider

- ☐ Yes ☐ No - CORE360™ Loss Control Portal
☐ Yes ☐ No - eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise),

arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By:

Print Name (Specify Title)

Company

Signature

Date:

Claims Reporting By Policy

Immediately Report all claims.

Reporting to Gallagher or Assistance in Reporting

- Cyber Liability
 - Email: GGB.NRCclaimcenter@ajg.com
 - Phone: 855-497-0578
 - Fax: 225-663-3224

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Palomar Excess and Surplus Insurance Company	Cyber Liability	Recommended Quote	\$62,910.00

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Baytown

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Cyber Liability	Palomar Excess and Surplus Insurance	N/A	\$60,000.00	15 %	-- + \$750.00

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Palomar Excess and Surplus Insurance Company	A XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Appendix



Gallagher

eRiskHub®



To access the Gallagher | eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ - our comprehensive approach of evaluating our client's risk management program - leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence - A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools - A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center - Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center - An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training - An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources - Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Cyber Liability Palomar Excess and Surplus Insurance Company	Subject to: -If Coverage is Bound, Please Advise the License Number of the Producer Making the Filing.

CORE360™

Loss Control Portal



Gallagher

Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's **CORE360™ Loss Control Portal** is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

- **Access** up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard** and train an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Most Popular Training Modules:

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication

 Gallagher
 CORE360.

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Please visit

ajg.com/LossControlPortal to learn more.

Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.

CYBER COVERAGE WITH **CLOSED LOOP** RISK MANAGEMENT

Get peace of mind with a Cowbell cyber insurance policy. Cowbell Prime, our standalone cyber insurance program is delivered on an admitted or surplus basis depending on the state and is backed by top global reinsurers.



CYBER INSURANCE MADE EASY

A pioneer in cyber insurance, Cowbell innovates to make cyber insurance easy and brings clarity to cyber coverage for organizations like yours:

- ▶ Get limits and coverages dedicated solely to cyber events
- ▶ Get coverage for multiple categories of cyber threats – not just data breaches
- ▶ Cowbell cyber policies are not “one size fits all” – they are matched to your needs and unique risk exposure

THE UNIQUE COWBELL APPROACH

Gain complete insight into your organization's risk exposure using Cowbell Cyber's early warning system. From risk discovery to remediation, our AI-powered risk resources help you improve your risk profile.



COWBELL AGGREGATE FACTOR: BENCHMARKING RISK

Cowbell Factors are a set of risk ratings that continuously assess your organization for cyber risks. Your company aggregate factor provides an immediate benchmark of your organization against its industry peers.



COWBELL FACTORS: CONTINUOUS RISK ASSESSMENT

Cowbell Factors are compiled using hundreds of data points from multiple sources: public databases, third-party vendors, proprietary external scanners, dark web intelligence, and compliance information. Cowbell applies artificial intelligence algorithms to model risks and generate Cowbell Factors which define an organization's risk profile.

Your Cowbell Factors



GET VALUE FROM YOUR POLICY ON “DAY ONE”



Cybersecurity awareness training for your employees.



Cowbell Insights™: get real-time recommendations on how to improve your risk profile.



Cyber risk resources available on-demand on Cowbell's platform

GET DEEPER INSIGHTS WHEN ACTIVATING COWBELL CONNECTORS

Activate Cowbell Connectors to get more thorough risk assessments and improve visibility – at no additional charge – into security weaknesses you might not be aware of.



MICROSOFT
365



GOOGLE
CLOUD



AMAZON WEB
SERVICES



QUALYS

proofpoint.

PROOFPOINT

Secureworks®

SECUREWORKS



SECURITY
STUDIO



SAFEGUARD
CYBER

ACCESS RESOURCES THROUGHOUT THE LIFECYCLE OF RISKS

Don't wait for an incident to benefit from the risk resources bundled with your policy. Contact our risk engineering team to review your security practices or identify partners that can help you prevent cyber incidents.



COWBELL CYBER INSURANCE QUOTE - PRIME 250

City of Baytown

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Quote Number	QCB-250-DPVDMWL1	
Quoted On	05/30/2022	
Name of Insured	City of Baytown	
Mailing Address	2401 Market St, Baytown, TX, 77520-6204	
Email Address	phillip.davis@baytown.org	
Revenue	\$250,000,000.00	
# Of Employees	1200	
Year Established	1948	
Agency Name	Arthur J Gallagher & Co	
Policy Period	From: 06/17/2022 (Effective Date) To: 06/17/2023 (Expiration Date) Both dates at 12:01 AM Insured Local Time	
Policy Term	365 days	
Policy Premium	Estimated Premium (without TRIA)	\$58,663.36
	TRIA	\$586.64
	Underwriting Fees	\$750.00
	TOTAL AMOUNT	\$60,000.00
Aggregate Limit	\$2,000,000	
Insured State	TX	

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. **If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy.** The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

COVERAGES - PRIME 250

LIABILITY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ Liability Costs	\$2,000,000	\$100,000	-	Full Prior Acts
✓ PCI Costs	\$2,000,000	\$100,000	-	Full Prior Acts
✓ Regulatory Costs	\$2,000,000	\$100,000	-	Full Prior Acts
FIRST PARTY EXPENSE	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ Cowbell Breach Fund	\$2,000,000	\$100,000	-	-
✓ Data Restoration Costs	\$2,000,000	\$100,000	-	-
✓ Extortion Costs	\$2,000,000	\$100,000	-	-
✓ Business Impersonation Costs	\$2,000,000	\$100,000	-	-
✓ Reputational Harm Expense	\$1,000,000	-	12 Hours	06/17/2021
FIRST PARTY LOSS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ Business Interruption Loss	\$1,000,000	\$100,000	12 Hours	-
✓ Contingent Business Interruption Loss	\$1,000,000	\$100,000	12 Hours	-
✓ System Failure	\$1,000,000	\$100,000	12 Hours	-
✓ Cyber Crime Loss	\$250,000	\$100,000	-	-
✓ Bricking Costs	\$1,000,000	\$100,000	-	-
✓ Criminal Reward Costs	\$100,000	-	-	-

ENDORSEMENTS - PRIME 250

COVERAGE ENDORSEMENTS	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
✓ California Consumer Privacy Act	\$2,000,000	\$100,000	-	Full Prior Acts
✓ General Data Protection Regulation	\$2,000,000	\$100,000	-	Full Prior Acts
✓ Utility Fraud Attack	\$100,000	\$100,000	-	-
✓ Media Liability	\$2,000,000	\$100,000	-	Full Prior Acts

AMENDATORY ENDORSEMENTS

✓ BIPA Exclusion Endorsement

ENDORSEMENTS & FORMS - PRIME 250

(EFFECTIVE AT INCEPTION)

TITLE	FORM #
Cowbell Cyber Risk Insurance Policy Declarations - Prime 250	PRIME 250SL 002 09 21
Notice to Policyholders - OFAC	PN006SL 09 20
Customer Notice of Privacy Policy & Producer Compensation Practices Disclosure	PN007SL PL 0921
Cowbell Cyber Risk Insurance Policy - Prime 250	PRIME 250SL 001 10 20
Service of Process	PRIME 250SL 075 PL 09 21
California Consumer Privacy Act	PRIME 250SL 004 09 20
General Data Protection Regulation	PRIME 250SL 005 09 20
Utility Fraud Attack	PRIME 250SL 006 09 20
Media Liability	PRIME 250SL 007 09 20
BIPA Exclusion Endorsement	PRIME 250SL 048 09 21
Disclosure Pursuant to Terrorism Risk Insurance Act	PRIME 250SL 028 10 20
Cap on Losses From Certified Acts of Terrorism	PRIME 250SL 029 10 20
Trade or Economic Sanctions Exclusion Endorsement	PRIME 250SL 032 09 20



SUBJECTIVITIES - PRIME 250

This quote proposal expires on the earlier of the following: seven (7) days after the effective date of the policy; or upon notice to you by Cowbell that the quote is expiring as of a particular date due to changes in market conditions and/or the discovery of any new information related to the quoted risk.

If the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions. 1. 2. 3.

This quote is also subject to the satisfaction of the following conditions:

- Completed Surplus Lines Tax Documentation Form prior to binding.

Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

DESCRIPTIONS - PRIME 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

Liability Costs

Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.

PCI Costs

Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.

Regulatory Costs

Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.

Cowbell Breach Fund

Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post- event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.

Data Restoration Costs

Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.

Extortion Costs

Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).

Business Impersonation Costs

Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.

Reputational Harm Expense

Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation

Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

Contingent Business Interruption Loss

Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.

System Failure

Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.

Cyber Crime Loss

Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) social engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.

DESCRIPTIONS - PRIME 250

Bricking Costs

Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.

Criminal Reward Costs

Coverage for amounts offered by the insured for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this policy.

California Consumer Privacy Act

Coverage for the amounts that the insured is legally obligated to pay in responding to a CCPA compliance audit or investigation that directly results from a privacy or a network security incident.

General Data Protection Regulation

Coverage for the amounts that the insured is legally obligated to pay in responding to a GDPR compliance audit or investigation that directly results from a privacy or a network security incident.

Utility Fraud Attack

Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party for its use, of the insured organization's natural gas, oil, or internet.

Media Liability

Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

SURPLUS LINES COMPLIANCE NOTICE

ISSUING CARRIER **Palomar Excess and Surplus Insurance Company**

We are pleased to enclose quote proposal for this account.

Please be advised that by binding this risk with the above referenced Surplus Lines Insurance Company, you agree that as the Surplus Lines Broker responsible for the placement of this insurance policy, it is your obligation to comply with all States Surplus Lines Laws including completion of any declarations / affidavits that must be filed as well as payment of any and all Surplus Lines taxes that must be remitted to the State(s). We will look to you for indemnification if controlling Surplus Lines Laws are violated by you as the Surplus Lines broker responsible for the placement.

You further confirm that any applicable state requirement concerning a diligent search for coverage by admitted carriers has been fulfilled in accordance with state law.

Thank you for this placement and your regulatory compliance.

NAMED INSURED: City of Baytown

QUOTE NUMBER: QCB-250-DPVDMWL1

STATE: TX

SURPLUS LINES BROKER: Donovan Weger

FILING STATE SURPLUS LICENSE NUMBER: 1768793

AGENCY NAME: Arthur J Gallagher & Co

AGENCY MAILING ADDRESS: 4333 Madison Ave
Kansas City, mo, 64111-3429



6800 Koll Center Parkway, Suite 250, Pleasanton CA 94566

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Cowbell Cyber Risk Insurance Contract

Company Name: Arthur J. Gallagher

Department: Human Resources

Date: 07/06/2022

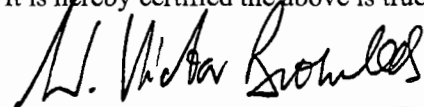
Council Date: 07/14/2022

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

07/06/2022

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

9. j.

Meeting Date: 07/14/2022

Subject: Consider an ordinance authorizing the closeout of the Exterior Gas-Fired System for Fire Training Props and Thermal Lining Project

Prepared for: Kenneth Dobson, Fire

Prepared by: Dana Dalbey, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing project acceptance and release of retainage to Kirila Fire Training Facilities, Inc., for the industrial exterior gas fired training props and thermal lining for the Fire Training Facility.

PREFACE

The proposed ordinance provides for the completion, acceptance and release of retainage to Kirila Fire Training Facilities, Inc. The final payment and release of retainage totals \$45,265.00

The project scope included the installation and construction of nine (9) gas fired industrial fire props, which simulated fire training similar to situations that would occur inside a refinery or other industry site that the Fire Department would respond to.

The original project amount was \$808,000.00. There was a change order of \$102,300.00, resulting in a revised contract amount of \$910,300.00.

Fiscal Impact

Fiscal Year: 2021/2022

Acct Code: 20701-85011

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

Funds Budgeted Y/N: Y

Amount Needed: 0.00

Fiscal Impact (Additional Information):

Release of retainage

Attachments

Ordinance - Closeout of Exterior Gas-Fired System for Fire Training Props and Thermal Lining Project

Kirila Change Order

Kirila Invoice

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE INDUSTRIAL EXTERIOR GAS-FIRED TRAINING PROPS AND THERMAL LINING FOR THE FIRE TRAINING FACILITY PROJECT; AUTHORIZING FINAL PAYMENT OF THE SUM OF FORTY-FIVE THOUSAND TWO HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$45,265.00) TO KIRILA FIRE TRAINING FACILITIES, INC., FOR SAID PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City of Baytown contracted with Kirila Fire Training Facilities, Inc., for the industrial exterior gas-fired training props and thermal lining for the Fire Training Facility Project (the "Project"); and

WHEREAS, all of the said improvements, as provided in the plans and specifications heretofore prepared by the City's engineer and as approved and adopted by the City Council, have been performed and completed in full accordance with all of the terms and conditions of the aforesaid contract; and

WHEREAS, the City's engineer, in the manner provided by the terms of the said contract and the plans and specifications thereof, has approved the industrial exterior gas-fired training props and thermal lining for the Fire Training Facility Project, has heretofore issued his Certificate of Final Acceptance, has certified same to the City Council, and has recommended that it accept and receive said work and improvements as constructed and completed by the contractor; and

WHEREAS, there remains due and owing to Kirila Fire Training Facilities, Inc., the sum of FORTY-FIVE THOUSAND TWO HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$45,265.00); NOW THEREFORE,

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

Section 1: That the City Council hereby accepts and approves the above-described work and improvements, and finds and determines that all of said improvements have been completed as provided in the plans and specifications thereof, and in full accordance with all of the terms and provisions of the aforesaid contract.

Section 2: That the Certificate of Final Acceptance heretofore issued by the City's engineer and certified to the City Council is hereby accepted and received.

Section 3: That final payment to Kirila Fire Training Facilities, Inc., in the amount of FORTY-FIVE THOUSAND TWO HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$45,265.00) is hereby authorized.

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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



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

CHANGE ORDER

For: Fire Training Facility PH 3

Date of Issuance: 10/18/2021
 Contractor: Kirila Fire Training Facilities Inc.
 Designer: N/A

Change Order No.: 1
 CoB Project No.: FA1903
 P.O. No.: 2005735

Explanation:

This change order encompasses the following:

The project scope includes a propane gas-fired system for Fire Props at the training facility. The required propane will be ready and available prior to contractor remobilization. Due to prior delays, the project is behind schedule and requires supplemental funds for staffing of contractor personnel, equipment, and materials. This will ensure proper installation of the foundations under fire props 2-9 as well as safe completion of work in a timely manner.

Description of Work

	<u>Cost</u>	<u>Time</u>
1 Propane Mobilization / Truck & office and tool trailer	\$ 21,600.00	0 Days
2 Travel for four (4) technicians	\$ 18,000.00	0 Days
3 Equipment Rental Forklift	\$ 1,200.00	0 Days
4 Additional Project Management - 12 month delay	\$ 37,500.00	0 Days
5 Additional Concrete work - level areas under props 2-9	\$ 24,000.00	0 Days

Please attach back-up documentation

Cost & Time Change Summary

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ 795,000.00	180 Days
Previous Change Order(s):	\$ 13,000.00	Days
Contract prior to this change order:	\$ 808,000.00	Days
Net increase (decrease) from this change order	\$ 102,300.00	0 Days
Revised Contract:	\$ 910,300.00	Days

Finance Approval: _____ Date: _____

RECOMMENDED:

RECOMMENDED:

By: _____ Date: _____
 Assistant Fire Chief

By: _____ Date: _____
 Fire Chief

ACCEPTED*:

APPROVED:

By: [Signature] Date: 10/6/21
 Contractor

By: _____ Date: _____
 City Manager

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

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

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING, SUBJECT TO THE RECEIPT OF FUNDING FROM THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, CHANGE ORDER NO. 1 WITH KIRILA FIRE TRAINING FACILITIES, INC., FOR THE INDUSTRIAL EXTERIOR GAS-FIRED TRAINING PROPS AND THERMAL LINING PROJECT FOR THE FIRE TRAINING CENTER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWO THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$102,300.00); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That, subject to the receipt of funding from the Baytown Fire Control, Prevention, and Emergency Medical Services District, the City Council does hereby authorize Change Order No. 1 with Kirila Fire Training Facilities, Inc., for the Industrial Exterior Gas-Fired Training Props and Thermal Lining Project. A copy of said change order is attached hereto, marked Exhibit "A" and made a part hereof for all intents and purposes.

Section 2: That, subject to the receipt of funding from the Baytown Fire Control, Prevention, and Emergency Medical Services District, the City Council of the City of Baytown authorizes payment to Kirila Fire Training Facilities, Inc., in an amount not to exceed ONE HUNDRED TWO THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$102,300.00) in accordance with the change order authorized in Section 1 hereinabove.

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 14th day of October, 2021.


BRANDON CAPETILLO, Mayor

ATTEST:


ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:


KAREN L. HORNER, City Attorney



KIRILA FIRE TRAINING FACILITIES, INC.

Maintenance & Construction

3007 SR 7
Fowler Ohio 44418
Phone: 330-787-0743
Fax: 330-448-6648
www.kirilafire.com

INVOICE

City of Baytown
Accounts Payable
2401 Market Street
Baytown, TX 77520

Date: 26-May-22
Invoice #: 22056-19625M

Pay Application #: 6

Project: Exterior Gas-Fired System for Fire Props and Thermal Lining

Original Contract Amount:	\$ 808,000.00
Change Orders (Total to Date):	\$ 102,300.00
Total Contract	\$ 910,300.00
Percentage of Project Completed To Date:	100%
Total Dollar Amount Completed To Date:	\$ 910,300.00
Less Previous Amounts Billed:	\$ 905,300.00
Dollar Amount Earned This Request:	\$ 5,000.00
Total Retainage Due	\$ 45,265.00
TOTAL BALANCE DUE	\$ 50,265.00

Item Number	Description of Work	Scheduled Value	WORK COMPLETED		% Complete	Balance to Finish	Weight (% on Contract)
			Previous Application	This Period			
1	Performance Bond	\$ 13,000.00	\$ 13,000.00	\$ -	100%	\$ -	1%
2	Project Management	\$ 150,000.00	\$ 150,000.00	\$ -	100%	\$ -	16%
3	Design: On Site Project Review	\$ 10,000.00	\$ 10,000.00	\$ -	100%	\$ -	1%
4	Design: Site Utility CAD Layouts	\$ 25,000.00	\$ 25,000.00	\$ -	100%	\$ -	3%
5	Design: CNOT Detail Design	\$ 10,000.00	\$ 10,000.00	\$ -	100%	\$ -	1%
6	Design: Prop 1-9 Detail Design	\$ 45,000.00	\$ 45,000.00	\$ -	100%	\$ -	5%
7	Design: Final Design Approval	\$ 10,000.00	\$ 10,000.00	\$ -	100%	\$ -	1%
8	Burn Props 1-9: Manufacturing, Installation and Testing	\$ 295,000.00	\$ 295,000.00	\$ -	100%	\$ -	32%
9	CNOT: Manufacturing, Installation and Testing	\$ 240,000.00	\$ 240,000.00	\$ -	100%	\$ -	26%
10	Training and Manuals	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	100%	\$ -	1%
CO1	Remobilization, Final Install	\$ 102,300.00	\$ 102,300.00	\$ -	100%	\$ -	11%
Totals		\$ 910,300.00	\$ 905,300.00	\$ 5,000.00	100%	\$ -	100%

Please send payment to:

Kirila Fire Training Facilities
PO Box 2
Brookfield, OH 44403



Pay Estimate No. 6

Fire Training Props and Thermal Lining

CONTRACTOR: Kirila Fire Training Facilities, Inc.
3007 State Route 7
Fowler OH 44418

Purchase Order No. 2005735

Start Date (NTP): _____

From: _____ To: _____

CONTRACT TIME: _____ CALENDER DAYS

EXTENSIONS: _____ 0 DAYS

ADJUSTED CONTRACT TIME: _____ 0

TIME USED: _____ DAYS

PERCENT WORK COMPLETED: 100%

PERCENT TIME USED: #DIV/0!

ANALYSIS OF CONTRACT AMOUNT

Original Contract Amount	\$	808,000.00
Change Order	\$	102,300.00
Adjusted Contract Amount:	\$	910,300.00
Work Performed to Date:	\$	910,300.00
Less 5% Retainage:		\$0.00
Net Amount Earned to Date:	\$	910,300.00
Add materials Stored Close of Period:	\$	-
Less 10% Retained on Material:	\$	-
Sub-Total:	\$	910,300.00
Less Previous Payments & Billings:	\$	860,035.00
****AMOUNT DUE THIS ESTIMATE****	\$	50,265.00

APPROVED:

Contractor:

By:

[Signature]
Kirila Fire Training Facilities

Date: 5/26/2022

AGREED:

City of Baytown

By:

[Signature]
Fire Department

Date: 6/13/22

AGREED:

By:

Date:

ORDINANCE NO. 14,129

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSTRUCTION CONTRACT WITH KIRILA FIRE TRAINING FACILITIES, INC., FOR INDUSTRIAL EXTERIOR GAS FIRED TRAINING PROPS AND THERMAL LINING FOR THE FIRE TRAINING CENTER; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$808,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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


Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a construction contract with Kirila Fire Training Facilities, Inc., for industrial exterior gas fired training props and thermal lining, for the Fire Training Center. 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 Kirila Fire Training Facilities, Inc., in an amount not to exceed EIGHT HUNDRED EIGHT THOUSAND AND NO/100 DOLLARS (\$808,000.00) in accordance with the agreement authorized in Section 1 hereinabove.

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

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 25th day of July, 2019.


BRANDON CAPETILLO, Mayor

ATTEST.

LETICIA BRYSCH, City Clerk



APPROVED AS TO FORM:


IGNACIO RAMIREZ, SR., City Attorney

Exhibit "A"

AGREEMENT BETWEEN CITY AND CONTRACTOR FOR THE EXTERIOR GAS-FIRED SYSTEM FOR FIRE PROPS AND THERMAL LINING PROJECT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is entered into by and between the City of Baytown (the "City") and Kirila Fire Training Facilities, Inc. (the "Contractor") for the Exterior Gas-Fired System for Fire Props and Thermal Lining Project, as more specifically defined in RFP 1912-06 and Contractor's response thereto, which are incorporated by this reference for all intents and purposes.

1. **SCOPE OF WORK:** This scope of work shall entail the complete turnkey installation and construction of the above-reference project to be constructed at the Baytown Fire Training Field located at 7022 Bayway Drive, Baytown, Texas 77520. The turnkey job will consist of all necessary parts, materials, equipment, freight, delivery, installation, labor, travel time, mileage, cleanup, and any other related costs to complete the project (the "Project"). The Project shall be installed/constructed to meet the specifications in RFP 1912-06 and include, but not be limited to the following:

Services	Project	Cost Not to Exceed
Burn Props	<ul style="list-style-type: none">> Prop 1: Running fuel spill fire,> Prop 2: Running fuel spill fire,> Prop 3: Pump fire with spill,> Prop 4: Distillation tower with second level fire and spill,> Prop 5: Fuel storage tank fire with spill and overflow fire,> Prop 6: Pump fire with spill,> Prop 7: Trend fire with manifold and leaking fin fan fire,> Prop 8: Manifold fire with spill, and> Prop 9: Fuel loading dock with spill and loading arm fire	\$795,000.00
System Equipment	<ul style="list-style-type: none">> Controls,> Touch panels, and> Pneumatics	
Safety	<ul style="list-style-type: none">> Gas monitoring,> Flame status monitoring,> Fuel delivery, and> Data tracking	
	> Thermal Lining	
	> Training <ul style="list-style-type: none">> Operational instructions> Operational manuals> Maintenance manuals	
	> Infrastructure <ul style="list-style-type: none">> Plumbing and> Electrical	
Miscellaneous		
Warranty		Included
Performance and Payment Bonds		\$13,000.00
Engineering Services related to the Project		Included
Total Cost Not to Exceed		\$808,000.00



CITY COUNCIL MEETING

9. k.

Meeting Date: 07/14/2022

Subject: Consider an ordinance authorizing the abandonment and conveyance of an interest in a current Public Safety Easement

Prepared for: Jerris Mapes, Legal

Prepared by: Karen Anderson, Legal

Department: Legal

Information

ITEM

Consider an ordinance authorizing the abandonment and conveyance of an interest in a current Public Safety Zone Easement while also establishing a new Public Safety Zone Easement on the same property, located at 4919 N. Main Street.

PREFACE

This proposed ordinance authorizes the abandonment and conveyance of an interest in a Public Safety Zone Easement created in 2009 and the establishment of a new Public Safety Zone Easement on the property located at 4919 N. Main Street. The City finds it necessary to, in essence, move a Public Safety Zone Easement, created for a fire lane, due to the fact that a structure was erroneously built on the previously established easement.

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 agenda item.

Attachments

Ordinance - Abandonment and Conveyance of Public Safety Zone Easement

Exhibit A - Public Safety Zone Easement Abandonment and Conveyance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A PUBLIC SAFETY ZONE EASEMENT ABANDONMENT AND CONVEYANCE AGREEMENT WITH THE PROPERTY OWNER; AUTHORIZING THE ABANDONMENT AND CONVEYANCE OF AN INTEREST IN A CURRENT PUBLIC SAFETY ZONE EASEMENT WHILE ALSO ESTABLISHING A NEW PUBLIC SAFETY ZONE EASEMENT ON THE SAME PROPERTY, LOCATED AT 4919 N. MAIN STREET, BAYTOWN, HARRIS COUNTY, TEXAS, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, by instrument dated the 27th day of February, 2009 (Filing number 20090087137), the previous owner of the property located at 4919 N. Main St. Baytown, Harris County, Texas, conveyed a certain Public Safety Zone Easement to the City of Baytown, for fire, police and/or other authorized emergency vehicles; and

WHEREAS, since the date of the conveyance, the property owner built a permanent structure which impedes the previously conveyed easement; and

WHEREAS, the current property owner and the City of Baytown recognize the need to have a clear Public Safety Zone Easement, and it is therefore necessary for the City of Baytown to abandon the easement created in 2009 and, in consideration, the current owner to convey a new Public Safety Zone Easement; NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute a Public Safety Zone Easement Abandonment and Conveyance Agreement (the "Agreement") with the Property owner. 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, Texas, hereby authorizes the abandonment and conveyance of an interest in a Public Safety Zone Easement created in 2009 on a property located at 4919 N. Main Street, Baytown, Harris County, Texas, as more particularly described in Exhibit "A" to the Agreement.

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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"

STATE OF TEXAS

§

COUNT OF HARRIS

§

KNOW ALL MEN BY THESE PRESENTS:

PUBLIC SAFETY ZONE EASEMENT ABANDONMENT AND CONVEYENCE

WHEREAS, by instrument dated 27th day of February, 2009 (Filing number 20090087137), the previous owner of the property located at 4919 N. Main St. Baytown, Harris County, Texas, conveyed a certain Public Safety Zone Easement to Grantee, City of Baytown, Texas, a municipal corporation in Harris and Chambers Counties, Texas for fire, police and/or other authorized emergency vehicles.

WHEREAS, since the date of the conveyance, the property owner built a permanent structure which impedes the previously conveyed easement.

WHEREAS, the current property owner and the City of Baytown recognize the need to have a clear Public Safety Zone Easement, it is therefore necessary for the City of Baytown to abandon the easement created in 2009 and, in consideration, the current owner to convey a new Public Safety Zone Easement as further described in Exhibit "A" (Labeled "Easement 2").

CITY OF BAYTOWN acting by and through Richard L. Davis, its duly authorized City Manager, has reviewed the attached Exhibit "A" and has no objection to the vacation/abandonment of the 24-foot-wide Public Safety Easement shown on the attached Exhibit "A" (labeled as "Easement 1") and located in Lot 1, BLK 1, Baytown Developer, LLC at 4919 N. Main St, Baytown and recorded in Harris County under Volume 684, Page 755 in consideration for the following conveyance.

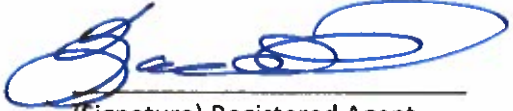
TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, together with the rights of ingress and egress to and from said easement for the purpose of access to the improvements adjacent to the property described in Exhibit "A" for fire, police and/or other authorized emergency vehicles or purposes, unto GRANTEE, CITY OF BAYTOWN, its successors and assigns forever.

GRANTOR agrees to maintain the property dedicated herein so as to conform with the requirements contained in Section 94-186 of the Code of Ordinances, Baytown Texas, and as hereinafter amended, for the exclusive use of fire, police and/or other authorized emergency vehicles as a Public Safety Zone as defined in Chapter 94 of the Code of Ordinances.

GRANTOR agrees to bind himself, his successors and assigns to WARRANT and FOREVER DEFEND, the said property unto the said GRANTEE, CITY OF BAYTOWN, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Signed this the _____ day of _____, 2022.

GRANTOR:



(Signature) Registered Agent
Baytown Developer LLC

GRANTEE, CITY OF BAYTOWN:

RICHARD L. DAVIS, CITY MANAGER

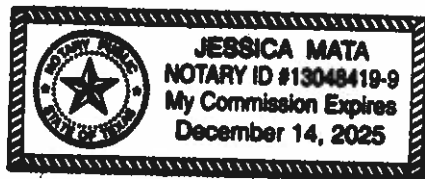
Barakati Momin

(Printed Name)

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 11th day of July, 2022, by Barkatullah Monir, Registered Agent for Baytown Developer LLC and in the capacity therein stated.



Jessica Mata

Notary Public, State of Texas

My Commission expires: December 14,
2025

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this the _____ day of _____, 2022, by RICHARD L DAVIS, City Manager of the City of Baytown, on behalf of the City and in the capacity therein stated.

Notary Public, State of Texas

My Commission expires: _____

RETURN TO GRANTEE:

City of Baytown
Office of the City Clerk
P.O. Box 424
Baytown, TX 77522-0424

EXHIBIT "A"



10210 FUQUA
HOUSTON, TX 77089
713 941 8600
www.actionsurveying.com

FIELD NOTES FOR
FIRE LANE EASEMENT
OUT OF A PORTION OF LOT 1, BLOCK 1
BAYTOWN DEVELOPER LLC MINOR REPLAT
VOLUME 684, PAGE 755
MAP RECORDS HARRIS COUNTY

EASEMENT 1

EXPLANATION: A Fire Lane Easement.

Being a strip of land, 24.00 feet wide, 12.00 feet on both sides of the following described centerline:

Being a portion of Lot 1, Block 1 of the Baytown Developer LLC Minor a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 684, Page 755 Map Records of Harris County, Texas, further described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found in the westerly right-of-way line Main Street (90.00 wide) for the southeast corner of said Lot 1 and the northeast corner of that certain 0.92 acre tract of land as described in County Clerk's File No. (C.C.F.N.) Z026353, Harris County Texas;

THENCE NORTH 02°11'00" EAST along the easterly line of said Lot 1 and the westerly right-of-way line of said Main Street, 147.55 feet to the **POINT OF BEGINNING**;

THENCE over and across said Lot 1, the following six (6) calls:

(1) SOUTH 87°49'00" WEST, 67.50 feet; (2) NORTH 02°11'00" WEST, 68.00 feet; (3) SOUTH 87°49'00" WEST, 91.00 feet; (4) SOUTH 02°11'00" EAST, 11.00 feet to a point hereafter referred to as POINT 'A', and continuing for a total distance of 178.75 feet; (5) NORTH 87°49'00" EAST, 91.00 feet; (6) NORTH 02°11'00" WEST, 110.75 feet to the **POINT OF ENDING**, containing 0.328 acres (14,271.00 square feet) of land more or less.

The sidelines of this strip of land are to be lengthened or shortened as to intersect the westerly Right-of-Way line of said Main Street at a ninety-degree angle.

EASEMENT 2

EXPLANATION: A Fire Lane Easement.

Being a strip of land, 24.00 feet wide, 12.00 feet on both sides of the following described centerline:

Being a portion of Lot 1, Block 1 of the Baytown Developer LLC Minor a subdivision in Harris County, Texas according to the map or plat thereof recorded in Volume 684, Page 755 Map Records of Harris County, Texas, further described by metes and bounds as follows:

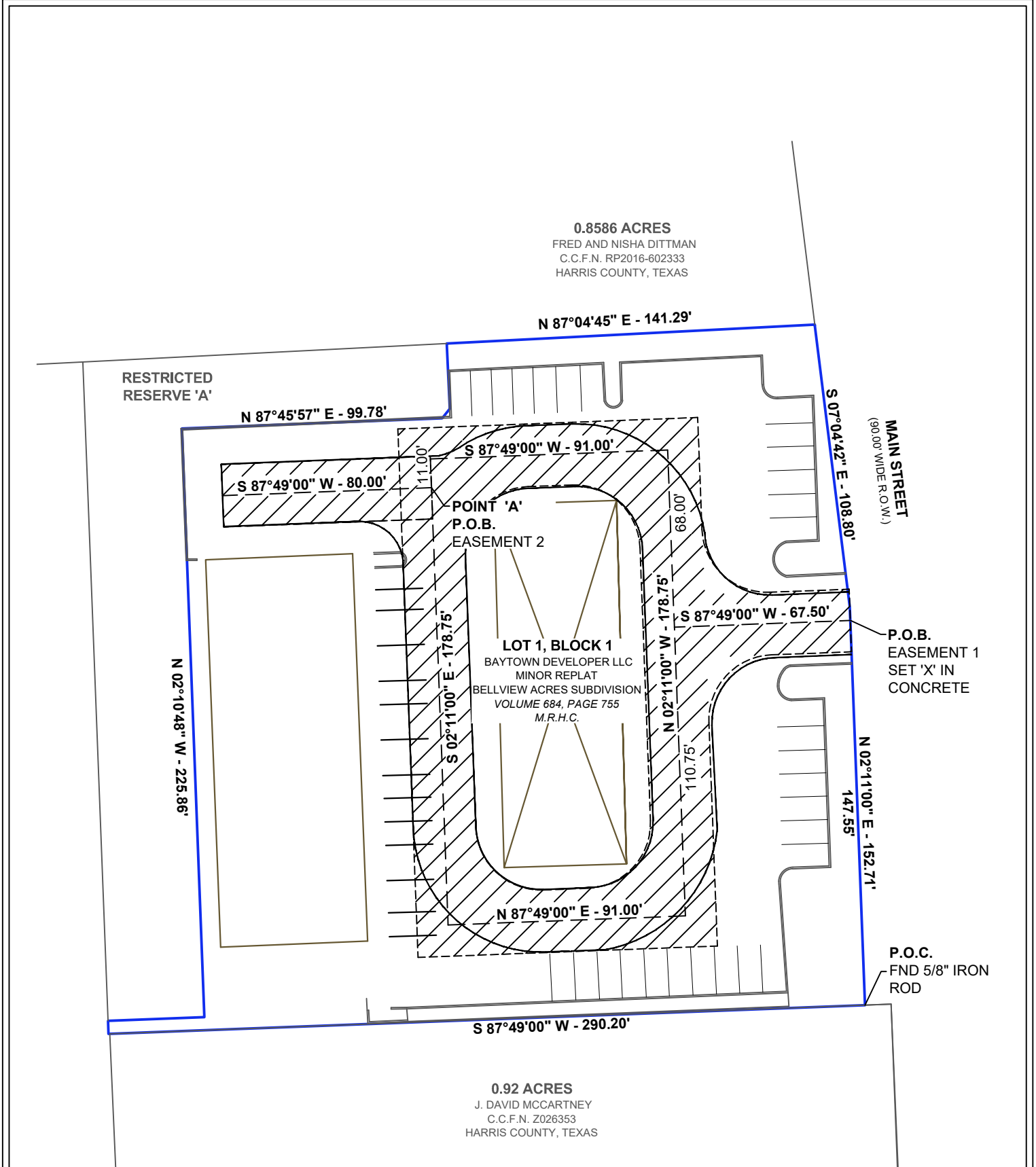
BEGINNING at the aforementioned Point 'A', **THENCE** SOUTH 87°49'00" WEST, 80.00 feet to the **POINT OF ENDING**, containing 0.044 acres (1,920.00 square feet) of land more or less.

See plat of survey made under my Seal and Dated May 11, 2022

BENJAMIN J. JAUMA
RPLS 6417
DATE 5/11/22



JOB No.: 12079
TX FIRM: 10133600



SCALE: 1"= 50'

0' 25' 50'

LEGEND:

M.R.H.C. - MAP RECORDS
HARRIS COUNTY

C.C.F.N. - COUNTY CLERK'S
FILE NUMBER

P.O.C. - POINT OF COMMENCEMENT

P.O.B. - POINT OF BEGINNING

--- EASEMENT LINE

/// EASEMENT AREA

STATE OF TEXAS
REGISTERED
05/11/22
BENJAMIN JAUMA
6417
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. All bearings, distances, and coordinates are referenced to the recorded subdivision plat unless otherwise noted.
2. Flood information is based on the National Flood Insurance Program's Flood Insurance Rate Map for Harris County and the recorded plat for this Subdivision.
3. This survey is not transferable to additional institutions or subsequent owners and if valid for this transaction only.
4. The surveyor has not abstracted the property.
5. All easements and building lines shown hereon are per the recorded plat unless otherwise noted.
6. There are no natural drainage courses on subject property.
7. Use of this survey by any other parties and/or for other purposes shall be at the users own risk and any loss resulting from other uses shall not be the responsibility of Action Surveying.

ACTION SURVEYING
10210 FUQUA
HOUSTON, TEXAS 77089
713-941-8600
TX FIRM: 10133600
www.actionsurveying.com

REVISIONS	
DRAWN BY: SW	PROJ. MGR.: BJ
DATE: 04/05/17	
JOB#: 11063	SHEET 1 OF 2
FILENAME: E:\11063\DWG\11530 BAMMEL N HOU EXHIBIT.DWG	

This is to certify that, I have on this date made a careful and accurate survey on the ground of the subject property. The plat herein is correct and an accurate representation of the property lines and dimensions area as indicated; and except as shown there are no visible and apparent encroachments or protrusions on the ground.

Benjamin J. Jauma
Registered Professional Land Surveyor
Registration No. 6417



CITY COUNCIL MEETING

9.1.

Meeting Date: 07/14/2022

Subject: Wastewater Disposal Agreement with Lake Municipal Utility District

Prepared for: Scott Lemond, Legal

Prepared by: Karen Anderson, Legal

Department: Legal

Information

ITEM

Consider an ordinance authorizing a Wastewater Disposal Agreement with Lake Municipal Utility District.

PREFACE

This proposed ordinance authorizes a Wastewater Disposal Agreement with Lake Municipal Utility District (the "District"). The former agreement between the parties expired on December 3, 2020 and a new agreement is needed in order to continue providing service to the District. This agreement is similar to the previous agreement and provides for 400,000 gpd.

Attachments

Ordinance - Waste Disposal Agreement with Lake MUD

Exhibit A - Waste Disposal Agreement with Lake MUD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,
TEXAS, AUTHORIZING A WASTE DISPOSAL AGREEMENT WITH LAKE
MUNICIPAL UTILITY DISTRICT; AND PROVIDING FOR THE EFFECTIVE
DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown hereby authorizes and directs the City Manager to execute a Waste Disposal Agreement with Lake Municipal Utility District. Said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"

WASTE DISPOSAL AGREEMENT BETWEEN THE CITY OF BAYTOWN, TEXAS AND LAKE MUNICIPAL UTILITY DISTRICT

This Waste Disposal Agreement (this "Agreement") is made and entered into as of the date herein last specified by and between the City of Baytown, Texas, a municipal corporation and home-rule city which is principally located in Harris County, Texas (the "City"), and Lake Municipal Utility District, a body politic and corporate in Harris County created under Section 59, Article XVI, Texas Constitution and Chapter 54, Texas Water Code (the "District").

1. The City is a municipal corporation and home-rule city principally located in Harris County, Texas. The City owns, operates and maintains a waste collection, treatment and disposal plant and related equipment and facilities for the gathering, treatment and disposal of waste.

2. The District is a fresh water supply district organized and existing under Article XVI, Section 59 of the Constitution of the State of Texas, and operating pursuant to Chapter 54, Texas Water Code.

3. The District owns a waste collection system serving the Service Area and desires to purchase treatment of its sewage from the City.

4. The District is empowered to collect, transport, process, dispose of, and control all domestic, industrial or commercial waste whether in fluid, solid or composite state.

5. The District is authorized to purchase, construct, acquire, own, maintain, repair or improve or extend inside and outside its boundaries any and all works, improvements, facilities and plants, necessary and incidental to the collection, transportation, processing, disposition and control of all waste.

6. All or part of the Service Area lies within the extraterritorial jurisdiction of the City as established by Chapter 42 of the Texas Local Government Code as amended. The parties acknowledge the possibility that the City may annex the Service Area during the term of this Agreement. In addition, the parties desire to avoid overlapping responsibilities for utility service.

7. The parties have determined that they are authorized to enter into this Agreement by the Constitution and the laws of the State of Texas, including without limitation Texas Local Government Code Section 552.001 and Texas Water Code Section 49.213, as same may be from time to time amended.

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained the parties hereto do mutually agree as follows:

ARTICLE I
DEFINITIONS

The terms and expressions used in this Agreement, unless the context clearly shows otherwise, and in addition to other defined terms herein, have the following meanings:

1.1 "Alteration" or "Alter" shall mean modifying, improving, replacing, expanding, extending, or making other changes to a facility, exclusive of maintenance repairs which are preventative in nature.

1.2 "City's System" shall mean the systems for the collection, transportation and treatment of waste and any extensions thereof and additions thereto, currently serving or that may be constructed to serve the City.

1.3 "Director" shall mean the Director of Public Works/Engineering of the City of Baytown.

1.4 "District's System" shall mean the systems for the collection and transportation of waste, and any extensions thereof and additions thereto, constructed or to be constructed to serve the District, including those lines and facilities necessary for the transportation of waste from dwellings and buildings connected to the District's System to the point of interconnection with the City's System.

1.5 "Industrial Waste" shall mean waste resulting from any process of industry, manufacturing, trade or business from the development of any natural resource, or any mixture of the waste with water or normal wastewater, or distinct from normal wastewater.

1.6 "Infiltration Water" shall mean water or other waste which enters a sanitary sewer system by means other than by a permitted connection; "infiltration water" includes water which leaks into a sanitary sewer system.

1.7 "Interconnections" shall mean those improvements necessary for the connection of the City's System and District's System as set forth herein.

1.8 "Prohibited Waste" shall be those discharges prescribed by the City of Baytown's Industrial Waste Ordinance as set forth in Article V of Chapter 98 of the Code of Ordinances of the City of Baytown, a copy of which is attached hereto as Exhibit "A" and for all purposes made a part of this Agreement. All future amendments to the City's Industrial Waste Ordinance shall apply to this Agreement when such amendments are adopted.

1.9 "Service Area" shall mean that portion of the area within the boundaries of the District, which is more particularly described in Exhibit "B," which is attached hereto and incorporated herein for all intents and purposes. The Service Area consists of a total of 2023 service connections, including 2013 residential connections in Meadow Lake Village and three (3) commercial connections, consisting of a retail establishment, a car dealership, and a church .

1.10 "Sewage" shall mean the liquid and water-carried domestic waste discharged for sanitary conveniences of dwellings and buildings connected to a sanitary sewer collection system, excluding industrial wastewater discharged into sanitary sewers.

1.11 "TCEQ" shall mean the Texas Commission on Environmental Quality or its successor.

1.12 "Treatment Plant" or "Plant" shall mean the City's Northeast District Wastewater Treatment Plant, including all additions or modifications thereto which may occur subsequent to the execution of this Agreement.

1.13 "Waste" shall mean sewage and Industrial Waste collected by a sanitary sewer system together with such infiltration water as may be present, provided that such system is constructed in compliance with City Specifications and continually and promptly maintained and repaired.

ARTICLE II **DISTRICT'S** **SYSTEM**

2.1 District's System. The District shall operate and maintain and may thereafter Alter the District's System. No cost of the District's operation, maintenance or Alteration of the District's System, including engineering fees, the acquisition of any lands or easements in connection therewith, and obtaining the approval of any regulatory agency shall be borne by the City.

2.2 City Approval of Plans and Specifications. Prior to the initiation of any construction for any Alteration of the District's System during the term of this Agreement, the engineers of the District shall submit to the Director for written approval the plans and specifications. No construction for any Alteration of the District's System shall begin until such plans and specifications are approved in writing by the Director. The District's engineer will provide the City, upon completion of any Alteration, with a certification that the District's System was built in accordance with the City's standard plans and specifications as approved by the City. The District shall be required to provide the City as-built drawings of the current system and any Alteration thereof.

2.3 Inspection. The District specifically grants the City the right to inspect at any time any and all construction of the District's System in order to determine whether such construction is in conformance with the City's standards and the approved plans and

specifications. Should all or any portion of the District's System be found by the Director not to conform in some material respect with the City's standards or the approved plans and specifications, then the District shall, immediately upon receiving written notice from the City of such non-conformance, take those remedial steps necessary to meet the required standards, regardless of when such non-conformity is detected. The District's System must be brought into conformity with the City's standards and the approved plans and specifications within thirty (30) days of the District's receipt of notice of non-conformance, unless an extension is approved in writing by the Director. Failure to adequately and timely remedy the District's System shall be construed as an Event of Default for which no additional opportunity to cure shall be given.

2.4 Point of Connection. The point of connection between the City's System and the District's System shall be at the City's manhole located at the Northwest corner of San Jacinto Shopping Center as further depicted in Exhibit "C" and shall not be changed without prior written approval of the Director.

2.5 Discharge. Both the City and the District agree that the City shall receive from the District and the District shall discharge such volumes of waste at such times and in such quantities as provided in Article IV of this Agreement, for the price and at the point or points of delivery herein provided, consistent with other limitations as stated herein.

2.6 Commencement of Use of Interconnections. The Interconnections were placed into operation based upon the former agreement between the parties and remain subject to the inspection and approval by the City. Furthermore, the City reserves the right to reject any Interconnection designated by the District which would, in effect, interfere with or increase the cost of any other facilities or operations which the City might wish to construct or implement, or plan to construct or implement, or which would adversely affect the City's ability to provide sewer services to any of its customers.

ARTICLE III OWNERSHIP, OPERATION AND MAINTENANCE OF SYSTEMS

3.1 District's System. The District shall own, operate and maintain at its sole cost and expense the District's System and will promptly repair any of its facilities so as to prevent leakage or infiltration. However, should the District fail to operate and maintain the District's System in a manner consistent with sound engineering principles, and should such failure become a danger to the continued proper operation of any portion of the City's System as determined at the sole discretion of the City, then such failure shall be considered an Event of Default.

3.2 City's Plumbing Code. The District covenants and agrees to comply with the City's current Plumbing Code and all amendments thereto for sanitary sewer facilities and agrees not to permit plumbing work relating to sewer service or allow connection to the District's System except in compliance with the City's Code and after inspection and approval by the District's operator or other authorized representative. The District shall, after such

inspection and approval and prior to service to the facility, submit to the City an affidavit of inspection certifying that all requirements of the City's Plumbing Code have been satisfied.

The District further agrees that all plumbing connections shall be maintained in compliance with the Plumbing Code requirements of the City. In order to enforce this provision, the City inspectors shall be permitted to act for and on behalf of the District or in lieu of the District's operator, and the District will enforce any notice issued by such inspectors. The District will be charged an inspection fee in the amount as specified in Section 2-595 of the Code of Ordinances, as amended, for each inspection made by the City pursuant to this provision. If any such notices are not complied with, the District shall discontinue service when this may be legally done pursuant to the District's Rate Order upon the request of the City to do so. A copy of such rate order is attached hereto as Exhibit "D" and incorporated herein for all intents and purposes. Failure of the City to act on behalf or in lieu of the District shall not be construed as a waiver of the right to so act in the future or to exercise any right or remedy occurring as a result of the District's default.

Should the District for any reason fail to enforce the standards established by the City's Plumbing Code for sewer facilities or should the District fail to comply with the foregoing provisions of this section, such failure shall be an Event of Default.

3.3 Outside Service Contracts. The District agrees that should the District desire to delegate responsibility for maintenance or for supervision of the District's System to any individual or entity other than its own employees or a sewage plant operator holding a valid certificate of competency issued under the direction of the TCEQ as required by Texas Water Code Section 26.0301, as amended, or any other permit or certificate required by law, then any such proposed service arrangement, by written contract or otherwise, must be approved in writing by the Director, whose consent shall not be unreasonably withheld, prior to execution by the parties. Failure of the District to submit any such proposed service agreement to the District prior to its execution shall be considered an Event of Default. Any outside service agreement, whether submitted to the City or not, shall contain a clause terminating the service agreement as to the District on the date of annexation of the District by the City.

3.4 Industrial Waste. The District shall not discharge any Industrial Waste into the City's System.

3.5 Waste to Comply with City Ordinance. Discharges of Industrial Waste into the District's System shall comply with Article V "Industrial Waste," Chapter 98 "Utilities" of the Code of Ordinances of the City of Baytown, Texas. User fees shall be charged in accordance with Division 4 "User Charges and Agreements" of such article. The District is obligated to assume the responsibility to enforce Article V "Industrial Waste" with respect to impermissible discharges of Prohibited Wastes originating from within the District. Failure of the District to enforce said City Ordinance to the satisfaction of the City shall be considered an Event of Default.

3.6 Seepage and Infiltration. The District agrees that it will adopt and enforce written rules, regulations, and provisions to ensure that connections to the System will be such as

to prevent as much as feasibly possible the discharge into said System of anything except sewage; and in particular, but without limitation thereto, that no drains shall be installed or connected in such a manner that any rainwater or other surface waters are permitted to enter the District's System; and, in addition, that adequate safeguards will be taken to prevent any abnormal seepage or infiltration or discharge of any solid matter into said System. The District agrees that throughout the term of this Agreement the District will promulgate and enforce an active program to reduce the inflow and infiltration into the City's System. Additionally, the District shall tender to the City a report at least annually on the progress of such program. Prior to the execution of this Agreement by the City, the District shall supply the Director with a copy of such rules, regulations, and contracts, including a statement of measures designed to enforce such provision. The District shall initiate whatever lawful actions are necessary to disconnect any customer who, following reasonable notice, refuses to remove noncompliant connections. The District will inspect all connections at the time made and continue to monitor the District's System as a whole to detect infiltration and unpermitted connections at least one (1) time per month or as otherwise may be ordered by the Director. The District further agrees to continuously maintain the District's System so as to prevent any abnormal seepage or infiltration or discharge of any solid matter into said System. Failure to do so shall be an Event of Default notwithstanding any payments pursuant to the following paragraph.

3.7 Participation in State and Federal Grant Programs; Contribution to Costs. The District recognizes that the City may participate in a federally-funded grant program for the construction of sewage treatment plants under the provisions of the Federal Water Pollution Control Act, P.L. 92-500, as amended. Furthermore, the District recognizes that the City may in the future participate in similar federal or state programs. As part of such programs, and consistent with the City's successful participation and sharing in grant funds, certain responsibilities may be imposed upon the City with respect to compliance with state and/or federal rules and regulations regarding contributors to the City's System. The District recognizes that by virtue of this Agreement, it is a contributor to the City's System and, as a contributor, shall be required to take all necessary steps to enable the City to continue to comply with such programs and to bear the District's pro rata share of the expense of such compliance. More specifically, the District authorizes the City and its representatives to enter District property and to conduct those tests, including, but not limited to, infiltration/inflow analyses, smoke tests, and/or other similar analyses as required under the provisions of the Federal Water Pollution Control Act and the City's Federal Grant Agreements to characterize the condition of the District's System. The District agrees to pay costs of such analyses of the District's System not refunded by the state or federal government to the City within thirty (30) days of receipt of an invoice for the same. In addition, the District agrees to pay within thirty (30) days of receipt of an invoice the unrefunded costs of any remedial measures necessary to improve the District's System in order to comply with state or federal requirements and agrees to see that such remedial measures are timely taken. Such steps are not exclusive, and the District agrees to take all steps necessary to assure City's compliance with such programs. Failure of the District to comply with this section shall constitute an Event of Default.

3.8 Delivery of and Title to Waste. Title to all waste to be treated hereunder

shall remain in a particular party so long as such waste remains on such party's side of the Interconnection. Upon passing through the Interconnection, title thereto shall pass to the other party; however, the City shall be under no responsibility to accept those waste materials which do not conform with the quality or quantity standards as otherwise specified herein, including "Prohibited Waste."

ARTICLE IV **QUANTITY AND CAPACITY**

4.1 Maximum Quantity. In consideration of the compensation stated herein, the City shall accept and treat waste from the District and the District shall have the privilege of discharging waste into the City's System, not to exceed 400,000 gallons per day average daily flow. The District understands and agrees that it shall at no time deliver more than the amount specified in this section. Exceeding the capacity reserved herein shall constitute an Event of Default.

4.2 Capacity Reserved. Upon the payment of impact fees, the City covenants and agrees that upon receipt of impact fees as provided for in Section 5.1 of this Agreement, the City shall endeavor to reserve for the exclusive use and benefit of the District, the capacity in its Treatment Plant sufficient to treat the quantities set forth in Section 4.1 of this Agreement. However, the City is in no case to be held to any liability for failure to furnish any specific capacity in its Plant for the District.

4.3 Service Contracts with Other Entities. The District shall not permit any additional entity or source located outside the Service Area to connect to the District's System during the term of this Agreement without the express prior written consent of the City. Failure to comply with this provision shall constitute an Event of Default.

ARTICLE V **PAYMENT AND TERMS**

5.1 Impact Fees. the District shall pay to the City impact fees pursuant to Chapter 114, Article IV of the Code of Ordinances, Baytown, Texas, for any development after the effective date of this Agreement. The impact fees may be adjusted from time to time by the City Council, and the District shall be required to pay the rate in effect at the time payment is due.

5.2 Monthly Wastewater Service Charge. The District shall pay to the City in monthly installments a wastewater service charge (to cover the City's operation and maintenance) equal to the actual consumption of water attributable to the waste gathered by the District's System delivered to the City at the point(s) of connection, and treated by the Plant during the month in question per connection within the District's Service Area. The charge shall be calculated on the basis of the metered water use or otherwise for each connected user, consistent with the provisions for such calculation found in the City's Sewer Service Rate

Ordinance, which may be amended from time to time, and this Amendment. A copy of the City's present rate ordinance for sanitary sewer service, as set forth in Chapter 98, Article IV of the Code of Ordinances of the City of Baytown, in effect as of the date of this Agreement, is attached as Exhibit "E," and incorporated herein. The usage per user connection shall be calculated by dividing the total metered water usage by the number of connections in the Service Area, as hereinafter may be amended, by the number of users in the District as reported by the District to the City

5.3 Operating Reports. Each month, the District shall provide to the City a preliminary operating report in a form approved by the City's Director of Finance. Such preliminary operating reports shall be tendered to the City on or before the 10th of each month concerning the prior month's operations. After receipt of each preliminary operating report, the City will generate an invoice specifying the amount due and owing for the report period. The District shall present both the preliminary operating report and the corresponding invoice to its Board of Directors each month on or before the third Thursday of the month for the Board's review and approval. On or before the Friday after the third Thursday of each month, the District shall tender to the City a final operating report for the previous month in a form approved by the City's Director of Finance containing a certification by the presiding officer of the Board that the information contained in the report is true and correct. Should there be any difference between the preliminary and final operating reports, which affects the amount due and owing to the City, the City shall adjust the next month's bill to address such difference.

5.4 Right of Inspection. City shall have the right at any time by actual count or by an inspection of the District's books, records and accounts to determine the number of sewer connections served by the District, and the District shall have the right at any time to inspect the City's books, records and accounts to verify the charges levied by the City. It shall be the duty of the parties to cooperate fully with each other in any such count, inspection or audit. All books, records and accounts shall be open for inspection at all reasonable hours for any authorized representative of the parties.

5.5 Billing and Payments. Beginning on the date when the City first commences taking waste from the District through the Plant, the District shall account and certify to the City the number of connections in use on said first day and thereafter the District shall render to the City on the first day of each month an accounting of the service charges as provided in Section

5.3. On receipt of the above-described accounting, the Director will bill the District for the service charges accrued during the preceding month. Payment by the District to the City shall be made within thirty (30) days following the receipt of the bill.

Any sums payable by the District to the City under this Agreement which are not paid within thirty (30) days following the receipt of the bill shall bear interest in accordance with Section 2251.025, Texas Government Code. If the District defaults on the payment of any bill, and the amount so past due and unpaid, including interest thereon, is collected by the City by suit, there shall be reasonable attorneys' fees added thereto for collection thereof by suit. Failure to pay charges when due shall constitute an Event of Default. Notwithstanding

any of the above, in the event the District fails to tender payment of any amount when due and such failure continues for thirty (30) days after notice in writing to the District of such default, the City may suspend delivery of services offered hereunder, but the exercise of such right shall be in addition to any other remedy available to the City.

5.6 Modifications. Although the City believes that the present charges for such services as set forth herein are fair and reasonable; nonetheless, the parties realize that the City may increase the charges for such services, whether by amendment of the rate schedule for like services outside the City limits upon which the service charges levied hereunder are based, or by other means.

5.7 Operating Expense and Covenants as to Rates. The sums to be paid the City by the District under the terms of this Agreement are declared by the District to be an essential cost of operating and maintaining the District's System as a part of the District's System, and such costs shall be first charged upon the gross revenues received from the District's System as a part of the District's combined waterworks, sanitary sewer and drainage system, and such costs shall be a first charge upon the gross revenues received from the District's operation of said combined system. The District agrees to establish and maintain rates sufficient to pay all costs and expenses of operation and maintenance of the District's System.

5.8 Event of Default. An Event of Default, as stated from time to time herein, shall constitute a material breach of this Agreement for which the City may, and the District explicitly recognizes the City's right to, terminate service under this Agreement and to seek all remedies at law or in equity necessary to enforce the provision(s) violated; provided however, that this Agreement shall not be terminated prior to the City giving ten (10) days' written notice to the District of the Event of Default complained of and a reasonable opportunity for the District to cure said default, or, if not curable in that time as determined at the sole discretion of the City, to within ten (10) days commence substantial curative efforts and faithfully prosecute the same. Termination of service pursuant to this section shall not limit either party to any other remedy at law or in equity.

ARTICLE VI

MISCELLANEOUS

PROVISIONS

6.1 Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

The term "force majeure" as used herein shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades,

insurrections, riots, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inability of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulties, and the above-referenced requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

6.2 Approval. Whenever this Agreement requires or permits approval or consent to be hereinafter given by any party, such approval or consent shall not be unreasonably withheld, and, if finally given, shall be effective without regard to whether such approval or consent is given before or after the time required herein. Such approval or consent on behalf of a party shall be evidenced by an ordinance or resolution adopted by the governing body of the party, or by an appropriate certificate executed by a person, firm or entity previously authorized to determine and give such approval or consent on behalf of the party pursuant to an ordinance or resolution adopted by the governing body, unless stated otherwise herein.

6.3 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given or served by depositing the 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, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described 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.

Notice given in any other manner shall be effective only if and when received by the party to be notified. However, in the event of service interruption or hazardous conditions, neither party will delay remedial action pending the receipt of formal notice. For the purpose of notice, the address of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to

City Manager
City of
Baytown
P.O. Box 424
Baytown, TX 77522-0424

Fax: (281) 420-6586

If to the District, to

Lake Municipal Utility District
Attn: President
c/o Bacon & Wallace, L.L.P.
6363 Woodway Drive, Suite 800
Houston, Texas 77057-1762

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address, provided at least fifteen (15) days' written notice is given of such new address to the other parties.

6.4 Assignability. This Agreement shall bind and benefit the respective parties and their legal successors and shall not be assignable in whole or in part by any party without first obtaining written consent of the other party.

6.5 Regulatory Agencies. This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and of any regulatory body having jurisdiction.

6.6 No Additional Waiver Implied. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

6.7 Modification. Except as otherwise provided herein, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto.

6.8 Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. The City shall never be subject to any liability in damages to any customer of the District for any failure to perform its obligations under this Agreement.

6.9 Captions. The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

6.10 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or its application thereto to any person or circumstance shall

ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part of this Agreement to other persons or circumstances shall not be affected thereby.

6.11 Merger. This Agreement embodies the entire understanding and agreement between the parties as to the waste disposal services, and there are no prior effective representations, warranties or agreements between the parties.

6.12 Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

6.13 Term. This Contract shall be in full force and effect beginning on the date of execution by the City until December 31, 2030, at 8:00 a.m. However, both parties expressly understand and agree that should all or any portion of the property involved in this Agreement become annexed by the City of Baytown, this Agreement may terminate with respect to such area at the sole option of the City.

6.14 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

6.15 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ____ day of _____, 2021.

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager (Date)

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

KAREN L. HORNER, City Attorney

LAKE MUNICIPAL UTILITY DISTRICT

Karen S. Witkowski
(Signature) (Date)

Kathleen S. Witkowski
(Printed Name)

President
(Title)

ATTEST:

Shelia Crichton
(Signature)

Shelia Crichton
(Printed Name)

Assistant Secretary
(Title)

APPROVED AS TO FORM:

Michael Bacon
(Signature)

Michael Bacon
(Printed Name)

Attorney
(Title)



CITY COUNCIL MEETING

9. m.

Meeting Date: 07/14/2022

Subject: Economic Development Agreement for Tourism and Promotion Service with Economic Alliance Houston Port Region

Prepared for: Rick Davis, City Management

Prepared by: Karen Anderson, Legal

Department: Administration

Information

ITEM

Consider an ordinance authorizing an Economic Development Agreement for Tourism and Promotion Services with Economic Alliance Houston Port Region to enhance and promote tourism and the convention and hotel industry in Baytown, its vicinity, and throughout the San Jacinto Texas Historic District.

PREFACE

This proposed ordinance authorizes an Economic Development Agreement for Tourism and Promotion Services with Economic Alliance Houston Port Region (the "Alliance") to enhance and promote tourism and the convention and hotel industry in the Baytown, its vicinity, and throughout the San Jacinto Texas Historic District. Under the proposed agreement, the Alliance will:

- Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to the City;
- Undertake or update workforce analyses to provide current data targeted to prospective industries;
- Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
- Compile and disseminate economic and business related data to the City on at least an annual basis;
- Interact with the Texas Department of Economic Development on behalf of the City and other economic development groups to acquire economic business related data;
- Promote small or disadvantaged business development;
- Present the City in the Economic Alliance's marketing materials, including its website;
- Provide annual or more frequent reports to the City on the performance of the services described and outlined herein;
- Prepare press releases and act as media liaison publicizing the City's efforts;
- Include the City as a participant in the Economic Alliance's San Jacinto Texas Historic District. This service provides to the City that the Economic Alliance will communicate grant opportunities regarding quality of life projects to City, at no obligation to the City.
- Invite City officials and staff to all events organized and/or hosted by the Economic Alliance;
- Provide full membership on its board of directors for a designee of the City.

For such services, the City will pay up to \$10,000 a year for three years. The Agreement is for three years and either party can terminate with thirty days' advance written notice. The term is from July 1, 2022, through June 30, 2025.

Fiscal Impact

Fiscal Year: 2023-2025
Acct Code: 50320-74021
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$10,000.00
Fiscal Impact (Additional Information):

Attachments

Ordinance - Economic Development Agreement with Economic Alliance Houston Port Region
Exhibit A - Economic Development Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO AN ECONOMIC DEVELOPMENT AGREEMENT FOR TOURISM AND PROMOTION SERVICES WITH ECONOMIC ALLIANCE HOUSTON PORT REGION TO ENHANCE AND PROMOTE TOURISM AND THE CONVENTION AND HOTEL INDUSTRY IN THE CITY OF BAYTOWN AND ITS VICINITY; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to an Economic Development Agreement with Economic Alliance Houston Port Region to enhance and promote tourism and the convention and hotel industry in the City of Baytown and its vicinity. A copy of said agreement is attached hereto, marked Exhibit "A," and made a part hereof for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Economic Alliance Houston Port Region in an amount not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for promotional and advertising 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 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 14th day of July, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

EXHIBIT "A"

ECONOMIC DEVELOPMENT SERVICES AGREEMENT 2022-2025

THIS Economic Development Services Agreement ("Agreement") is made and entered into by and between the **ECONOMIC ALLIANCE HOUSTON PORT REGION**, a Texas non-profit corporation; 203 Ivy Avenue, Suite 200, Deer Park, Texas 77536 (hereinafter "THE ECONOMIC ALLIANCE"), and the City of Baytown, Texas; 2401 Market Street, Baytown, Texas 77520, (hereinafter "THE CITY").

WHEREAS, THE ECONOMIC ALLIANCE is a non-profit corporation organized to promote economic development with an emphasis on performance in the southeast portion of Harris County, and;

WHEREAS, THE CITY promotes economic development in Baytown, Harris County, Texas; and;

WHEREAS, THE CITY seeks assistance to fulfill its economic development initiatives in Baytown, Texas; and

WHEREAS, THE ECONOMIC ALLIANCE is qualified and willing to perform such assistance functions,

NOW THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits that will accrue to each of the parties hereof, as well as to the citizens of Baytown, Texas, the Parties have agreed and do hereby agree as follows:

ARTICLE I Goals

Section 1.01: THE CITY represents its goals in its Economic Development Program to include, but may not be limited to the following:

- a. Creating an economic climate conducive to the development and growth of business investment and commerce;
- b. Creating economic diversification to provide for stable, consistent and balanced growth;
- c. Building Baytown's business/commercial tax base;
- d. Enhancing the quality of life for all citizens residing or working within Baytown, Texas;
- e. Promoting Baytown, Texas as the location of choice for new, expanding and relocating businesses;
- f. Attracting new businesses and development to Baytown, Texas;
- g. Encouraging the expansion and development to Baytown, Texas;
- h. Retaining businesses and jobs currently located in Baytown, Texas;
- i. Establishing new strategic partnerships for the promotion of economic development.

ARTICLE II

Qualifications of THE ECONOMIC ALLIANCE

Section 2.01: THE ECONOMIC ALLIANCE represents that:

- a. THE ECONOMIC ALLIANCE is a non-profit entity that is authorized to promote economic development in all or a portion of Harris County and is currently in good standing with the State and Federal government;
- b. THE ECONOMIC ALLIANCE is engaged in an on-going effort to attract new businesses, to encourage the expansion of existing businesses, or to retain existing businesses in Harris County, including Baytown, Texas;
- c. THE ECONOMIC ALLIANCE hereby agrees to participate in joint projects and coordinate its activities with THE CITY and in an effort to reduce duplication of services and to enhance cooperation.

ARTICLE III

Scope of Services

Section 3.01: Services to be Provided: THE ECONOMIC ALLIANCE will provide to THE CITY the services described in the following paragraphs:

- a. Establish an ongoing program to develop quality prospect leads, focusing on the targeted industries of greatest importance to THE CITY;
- b. Undertake or update workforce analyses to provide current data targeted to prospective industries;
- c. Interact with local, state, and federal officials, and local economic development organizations and chambers of commerce on a regular basis;
- d. Compile and disseminate economic and business related data to THE CITY on at least an annual basis;
- e. Interact with the Texas Department of Economic Development on behalf of THE CITY and other economic development groups to acquire economic business related data;
- f. Promote small or disadvantaged business development;
- g. Present THE CITY in THE ECONOMIC ALLIANCE's marketing materials, including its website;
- h. Provide annual or more frequent reports to THE CITY on the performance of the services described and outlined herein;
- i. Prepare press releases and act as media liaison publicizing THE CITY's efforts.
- j. THE CITY will be included as a participant in THE ECONOMIC ALLIANCE's San Jacinto Texas Historic District. This service provides to the city that the Economic Alliance will communicate grant opportunities regarding quality of life projects to city, at no obligation to the city.
- k. Invitation to city officials and staff to all events organized and/or hosted by THE ECONOMIC ALLIANCE;
- l. THE ECONOMIC ALLIANCE will provide full membership on its board of directors for a designee of THE CITY.

Section 3.02: Upon request, THE ECONOMIC ALLIANCE will make available to THE CITY the following:

- a. Access to information in its library and databases with the exception of company economic development prospects who are not seeking to locate in THE CITY;
- b. Copies of THE ECONOMIC ALLIANCE studies reports and evaluations relating to economic development issues with the exception of work related to confidential prospects;
- c. Copies of THE ECONOMIC ALLIANCE publications;

ARTICLE IV

Term of Contract

Section 4.01: This agreement is for the thirty-six (36) month period beginning July 1, 2022 and ending June 30, 2025.

ARTICLE V

Terms of Payment

Section 5.01: THE CITY agrees to pay THE ECONOMIC ALLIANCE a total amount of THIRTY THOUSAND AND NO/100ths Dollars (\$30,000.00) over a three-year period, billed in annual installments of TEN THOUSAND AND NO/100 DOLLARS (\$10,000) per each twelve (12) month period (annually) for the performance of the services provided herein. Performance update reports shall be provided to THE CITY on at least an annual basis.

Section 5.02: THE ECONOMIC ALLIANCE, as part of the payment for services received, shall perform services outlined in this document.

Section 5.03: THE ECONOMIC ALLIANCE shall present annual billing statements to THE CITY describing the services performed. THE CITY shall promptly process such statements and make payment within thirty (30) days of receipt.

ARTICLE VI

Termination

Section 6.01: THE CITY may terminate this Agreement at any time by giving 30 days' written notice to THE ECONOMIC ALLIANCE. THE CITY's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

Section 6.02: On receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to their Agreement. Within 30 days of the termination date THE CITY shall pay to the THE ECONOMIC ALLIANCE, pro-rated on a monthly basis, the fees for services rendered under this Agreement unless the fees exceed the allocated funds remaining under this Agreement.

Section 6.03: TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE THE ECONOMIC ALLIANCE'S ONLY REMEDIES

FOR THE CORPORATION'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE ALLIANCE WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

Section 6.04: **Termination for Cause by THE ECONOMIC ALLIANCE:** THE ECONOMIC ALLIANCE may terminate its performance under this Agreement only if THE CITY defaults and fails to cure the default after receiving written notice of it. Default by THE CITY occurs if THE CITY fails to perform one or more of its material duties under this Agreement. If a default occurs and THE ECONOMIC ALLIANCE wishes to terminate the Agreement, then THE ALLIANCE must deliver a written notice to the city manager describing the default and the proposed termination date. The date must be at least 30 days after the city manager receives notice. THE ECONOMIC ALLIANCE, at its sole option, may extend the proposed termination date to a later date. If THE CITY cures the default before the proposed termination date, then the proposed termination is ineffective. If THE CITY does not cure the default before the proposed termination date, then THE ECONOMIC ALLIANCE may terminate its performance under this Agreement on the termination date. To effect final termination, THE ECONOMIC ALLIANCE must notify THE CITY'S manager in writing.

Section 6.05: **Termination for Cause by THE CITY:** If THE ECONOMIC ALLIANCE defaults under this Agreement, THE CITY manager may either terminate this Agreement or allow THE ECONOMIC ALLIANCE to cure the default as provided below. THE CITY's right to terminate this Agreement for THE ECONOMIC ALLIANCE's default is cumulative of all rights and remedies, which exist now or in the future. Default by THE ECONOMIC ALLIANCE occurs if:

- a. THE ECONOMIC ALLIANCE fails to perform any of its duties under this Agreement;
- b. THE ECONOMIC ALLIANCE becomes insolvent;
- c. All or a substantial part of THE ECONOMIC ALLIANCE's assets are assigned for the benefit of its creditors; or
- d. A receiver or trustee is appointed for THE ECONOMIC ALLIANCE.

Section 6.06: If a default occurs, THE CITY manager may, but is not obligated to, deliver a written notice to THE ECONOMIC ALLIANCE describing the default and the termination date. THE CITY manager, at his or her sole option may extend the termination date to a later date. If the city manager allows THE ECONOMIC ALLIANCE to cure the default and THE ECONOMIC ALLIANCE does so to THE CITY manager's satisfaction before the termination date, then the termination is ineffective. If THE ECONOMIC ALLIANCE does not cure the default before the termination date, then the city manager may terminate this Agreement on the termination date, at no further obligation of the Corporation.

Section 6.07: To effect final termination, THE CITY manager must notify THE ECONOMIC ALLIANCE in writing. After receiving the notice, THE ECONOMIC ALLIANCE shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to the Agreement.

ARTICLE VII

Miscellaneous

7.01 The relationship of THE ECONOMIC ALLIANCE to THE CITY shall be that of an independent contractor. THE City shall have no authority to direct the day-to-day activities of any of THE ECONOMIC ALLIANCE's employees or representatives, shall have no authority over THE ECONOMIC ALLIANCE's decisions, and shall have no rights to ownership of internal working papers or other information or data of THE ECONOMIC ALLIANCE, except as otherwise specifically authorized or required herein.

7.02 This Agreement shall be binding upon and inure to the benefit of THE CITY and THE ECONOMIC ALLIANCE and shall not bestow any rights on any third parties.

7.03. Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or failure of performance, shall not be considered a waiver of the right to insist on or enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future failure of performance.

7.04. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas and of the United States of America and is performable in Harris County, Texas.

7.05. All notices required or allowed hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following its deposit into a United States Postal Service post office or receptacle with prepaid postage affixed thereto, and sent by certified mail, return receipt requested, addressed to the respective party at the address set forth below, or at such other address the receiving party may have theretofore prescribed by written notice to the sending party:

If to THE CITY OF Baytown:

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

If to THE ECONOMIC ALLIANCE:

Economic Alliance
Attention: Chad Burke
President/CEO
203 Ivy Avenue, Ste 200
Deer Park, Texas 77536

7.06. This Agreement contains the entire agreement of the parties, and any changes and amendments hereto must be in writing and signed by both parties. This Agreement is executed in two originals.

**ECONOMIC ALLIANCE
HOUSTON PORT REGION**

By _____

Name: Chad D. Burke
Title: President/CEO

Date Signed: _____

ATTEST/SEAL

By _____

Name _____

Title _____

CITY OF Baytown:

By _____

Name: Richard L. Davis
Title: Baytown City Manager

Date Signed: _____

ATTEST/SEAL

By _____

Name _____

Title _____

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Tourism and Promotion Service with Economic Alliance Houston Port Region

Company Name: Economic Alliance Houston Port Region

Department: Public Works

Date: 07/08/2022

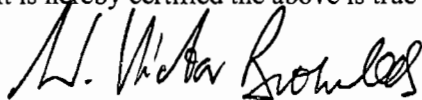
Council Date: 07/14/2022

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

07/08/2022

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

10. a.

Meeting Date: 07/14/2022

Subject: Community Development Advisory Committee Appointments

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Alisha Segovia, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider one (1) appointment to the Community Development Advisory Committee.

PREFACE

The Community Development Advisory Committee (CDAC) is a nine (9) member Board who is charged with holding public hearings, reviewing the status of funded programs, and advising the City Council on the annual budget for the Community Development Block Grant funds. The Code of Ordinances, City of Baytown, Texas (the "Code") states that the composition of the CDAC shall have representation of low to moderate income areas of the City, as defined by the Department of Housing and Urban Development. Minority groups will at least be represented in proportion to such citywide percentage representation. The Committee shall consist of at least one (1) member from each of the six (6) council districts and three (3) At-Large positions.

Currently, there are two (2) vacancies on the Community Development Advisory Committee Board and the vacancies are as follows:

Board Vacancies:

Position	Position Vacated By	Last Day of Service:
District 4	Lauren Heffernan	November 2021
District 6	Susan K. Cummins	December 2020

The City Clerk's Office received one (1) qualified application for the District 4 nomination position and the application is attached to this item for Council's consideration. The District 4 nomination is district specific, and as such, their district specific residency is a factor in this appointment. Please note that in an effort to maintain proportionate demographic representation required by city ordinance, the two vacant positions listed above must be filled with the following demographic:

Required Demographic Up To:

(2) White, non-Hispanic

The applicant meets the residency and demographic requirements and at this time Council Member Heather Betancourth would like to nominate the applicant, Ms. Katherine Brown, for her District 4 vacancy. If appointed, Ms. Brown's term would commence immediately and expire on December 31, 2023. Additionally, there is one (1) vacancy on this Board, which is a District 6 nomination and at this time we do not have a nomination for consideration.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

N/A

Attachments

Overview - Community Development Advisory Committee

Board Member - Community Development Advisory Committee

Katherine Brown - Application

BOARDS AND COMMISSIONS

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Ordinance No. 2618 – February 8, 1979

NUMBER OF MEMBERS: Nine (9)

APPOINTED BY: City Council

COMPOSED OF: Nine (9) members; and shall have representation of low-to moderate-income areas of the city, as defined by the Department of Housing and Urban Development. Minority groups will at least be represented in proportion to such citywide percentage representation. The committee shall consist of at least one member from each of the six council districts and three (3) positions at large

**EX-OFFICIO
SECRETARY:** Community Development Coordinator

TERMS OF OFFICE: Two (2) year terms: five (5) members appointed in odd numbered years; four (4) members appointed in even numbered years

DUTIES: The committee shall hold public hearings and make reports as required in the Citizen Participation Plan.

Term Tracker Report

Run Date: 03/25/22

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	Original Appointment	<u>Start</u>	<u>End</u>
Vacant	1	Committee Member	District 4		01/01/2022	12/31/2023
Vacant	2	Committee Member	District 6		01/01/2021	12/31/2022
Norman	Barnett	Chairperson	At-Large	08/25/2005	01/01/2021	12/31/2022
Roberto	Diaz	Co-Chairperson	District 2	01/09/2014	01/01/2022	12/31/2023
Antonio P.	Hinojosa	Committee Member	District 1	12/14/2017	01/01/2022	12/31/2023
Rhonda	Lopez	Committee Member	At-Large	02/11/2021	01/01/2021	12/31/2022
Dahlia	Meza	Committee Member	At-Large	03/25/2022	01/01/2021	12/31/2022
Vincent J.	Norman	Committee Member	District 5	01/13/2022	01/01/2022	12/31/2023
Preet	Singh	Committee Member	District 3	02/11/2021	01/01/2022	12/31/2023

Alisha.Segovia

From: Baytown Engage <notifications@engagementhq.com>
Sent: Thursday, July 7, 2022 6:54 AM
To: Sabrina.Martin; Angela.Jackson; Alisha.Segovia; Raquel.Martinez
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee

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.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Katherine

Last Name

Brown

Home Address

██████████ ██████████ St

City & State

Baytown, Tx

Zipcode

Baytown, TX ██████████

Primary Phone Number

██████████

Email

██████████.██████ -

Do you reside in Baytown?

yes

If yes, how long? (Years & Months)

17 years

Occupational Information

Not Currently Working

Click on 3 of the Board, Commission, Committee, or Task Forces on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Community Development Advisory Committee (CDAC)

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

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I have the time to give to community involvement and an interest in being involved in decisions made for our community.

What special experience/knowledge do you have that may qualify you for service?

As City Librarian for 10 years I kept aware of the demographics of our community in order to provide needed services to all segments of the our city. Before coming to Baytown, 14 years of my professional life was spent reading, awarding and managing federal grants to libraries in both Texas and Colorado. I served several years on a grants commitee for the Baytown United Way.

What professional license(s), certification(s), or training do you have that may qualify you for service?

none

Please provide any additional information you feel would be useful to the City Council in considering your application.

I am a trained facilitator and a certified mediator

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.



CITY COUNCIL MEETING

10. b.

Meeting Date: 07/14/2022

Subject: Appointments to the Baytown Municipal Development District.

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Alisha Segovia, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider appointments to the Baytown Municipal Development District.

PREFACE

The Municipal Development District (MDD) appointment eligibility criteria, established by City Council, states that a director must reside in the City of Baytown. Candidates with experience in economic development issues, real estate and/or business practices are preferred. The elected members of City Council serve along with four citizens at large for two-year terms.

Currently, there are five (5) Directors being considered for reappointment as their terms will expire on May 31, 2022, and they are:

Board Member	Position	No. Of Consecutive Terms
Director Mary Hernandez	At-Large Resident	6
Director Suhey Rios-Alvarez	At-Large Resident	2
Director Heather Betancourth	District 4 Council Member	N/A
Director Jacob Powell	District 5 Council Member	N/A
Director Mike Lester	District 6 Council Member	N/A

All Directors desire reappointment, and if approved, would serve a term to commence immediately and expire on May 31, 2024. In the case of Council Members, they serve until they cease to hold office as a member of the Baytown City Council.

Additionally, for consideration the City Clerk's Office has received four (4) applications for the two At-Large Resident positions:

- Ms. Donna Winfrey;
- Ms. Shaunna Bernshausen;
- Ms. Gitona Stucks; and
- Ms. Carol Brodie.

Their applications are attached for your review, as well as an overview of the Baytown Municipal

Development District and a list of the current members.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact for this item.

Attachments

- Overview - Baytown Municipal Development District
 - Board Members - Baytown Municipal Development District
 - Donna Winfrey - Application
 - Shaunna Bernshausen - Application
 - Gitona Stucks - Application
 - Carol Brodie - Application
-

BOARDS AND COMMISSIONS

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

Local Government Code – Chapter 377

NUMBER OF MEMBERS:	Eleven (11)
APPOINTED BY:	City Council
COMPOSED OF:	Mayor and Council Members and four (4) residents of the City appointed at large. The appointees shall be residents of the City, may not have a personal interest in any contract executed by the District, shall comply with Chapter 171, Texas Local Government Code, and it is preferred that the member have experience in economic development, real estate and/or business practices.
TERM OF OFFICE:	Two years—Terms of Mayor and Council are consistent with the term as Mayor or Council Member. The at-large members will serve two-year staggered terms.
MEETINGS:	First Thursday of each Month and when necessary
COMPENSATION:	None
DUTIES:	Manage the Baytown Municipal Development District, approve projects of the District.

Term Tracker Report

Run Date: 04/04/22

BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	Original Appointment	<u>Start</u>	<u>End</u>
Laura	Alvarado	Secretary	Council Member (District 1)	01/12/2017	06/01/2021	05/31/2023
Heather	Betancourth	Director	Council Member (District 4)	12/14/2017	06/01/2020	05/31/2022
Brandon	Capetillo	President	Mayor	12/13/2018	06/01/2021	05/31/2023
City	Clerk	Assistant Secretary	Non Member/City Staff		06/01/2021	05/31/2022
Gary	Englert	Director	At-Large	08/28/2008	06/01/2021	05/31/2023
Mary	Hernandez	Director	At-Large	03/12/2009	06/01/2020	05/31/2022
David P.	Jirrels	Director	At-Large	09/14/2012	06/01/2021	05/31/2023
Charles	Johnson	Director	Council Member (District 3)	01/12/2017	06/01/2021	05/31/2023
Mike	Lester	Director	Council Member (District 6)	12/21/2020	06/01/2020	05/31/2022
Jacob	Powell	Director	Council Member (District 5)	12/21/2020	06/01/2020	05/31/2022
Chris	Presley	Vice-President	Council Member (District 2)	11/05/2013	06/01/2021	05/31/2023
Suhey	Rios-Alvarez	Director	At-Large	06/28/2018	06/01/2020	05/31/2022

Alisha.Segovia

From: Baytown Engage <notifications@engagementhq.com>
Sent: Friday, May 13, 2022 12:00 PM
To: Sabrina.Martin; Angela.Jackson; Alisha.Segovia; Raquel.Martinez
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Donna

Last Name

Winfrey

Home Address

3717 Emmett Hutto Blvd #1010

City & State

Baytown TX

Zipcode

Baytown, TX 77521

Primary Phone Number

7133776166

Email

winfreydevelopment@gmail.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

10 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Berkshire Hathaway Properties - Commercial Division

Click on 3 of the Board, Commission, Committee, or Task Forces on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Municipal Development District (MDD)

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

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I wish to volunteer on MDD as a progression of my years of service on Planning and Zoning.

What special experience/knowledge do you have that may qualify you for service?

Before I became a Commercial Realtor in October 2005, I was an Investment Banker that underwrote tranches of \$30M transactions that passed through from the Federal government to local banks and a State Multifamily Development Officer that underwrote mixed-income apartment projects.

What professional license(s), certification(s), or training do you have that may qualify you for service?

*Licensed Real Estate Broker in the States of Texas and Georgia *Work with and understanding of municipalities integral role in commercial real property transactions/development *Work with property owners to facilitate development in cities in Texas and Georgia *City of Baytown Planning and Zoning experience

Please provide any additional information you feel would be useful to the City Council in considering your application.

I welcome the opportunity to continue to serve the City of Baytown. Thank you for your consideration.

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.

https://s3-us-west-1.amazonaws.com/ehq-production-us-california/e7be64d6793b37eb5525644b1cd1878414452eff/original/1652461214/d4c20e24c2f413629fd64d663e80572b_Profile_DW.pdf?1652461214

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.



Premium Service ~ Proven Results

Donna Winfrey

winfreydevelopment@gmail.com

(713) 377.6166



EXPERIENCE SUMMARY

For the past 2 decades, Donna Winfrey has structured financially successful investment transactions, negotiated complex corporate office and retail leases, participated in land development and construction, and managed the transaction process from beginning to successful completion for commercial real property investors, landlords and tenants.

During her tenure with Coldwell Banker Commercial, Donna was the only woman inducted into the distinguished Pinnacle Society being recognized for extraordinary accomplishments on behalf of her clients.

Donna recently affiliated with Berkshire Hathaway's Commercial Division as a Broker after being the President and Managing Broker of Winfrey Real Estate & Development for 6 years where she offered a full range of Commercial Real Estate services that go *Beyond the Contract*® for its corporate, business, and not-for-profit clients, including but not limited to site selection, pre-development, property due diligence and financial feasibility. Notable: *negotiated and sold 118,000 SF shopping center for clients in 3 countries outside the United States; *8,000 SF Class A corporate office lease for world's largest offshore international company; *retained by Harris County Department of Education for site assessment and contract negotiation for two of its Head Start Program; and *site selection and contract negotiation for not-for-profit organizations and the repurposing of church properties.

Donna was an Investment Banking Associate at First Interstate Bank of Denver, based in Atlanta, where she was part of a team that structured transactions that averaged tranches of \$30 million as pass-through to Banks for the development of affordable housing and mixed use projects; and, as a Multifamily Development Officer for the State of Georgia, Donna underwrote and oversaw the development of transactions that utilized multiple layers of financing (including the low-income housing tax credit) to achieve development and construction that was on time and within budget. She is a certified Paralegal and worked at Chapman and Cutler Atlanta where Mayor Maynard Jackson was the Managing Partner.

SERVICE *Donna is serving her 2nd term as Vice Chairperson of the City of Baytown Planning and Zoning Commission, and she is in her 5th term as Planning and Zoning Commissioner. She also serves on the City's Industrial Appraisal Review Board. *She remains in relationship with the Little Sister she met 20 years ago at Big Brothers Big Sisters. *Donna is committed to addressing homelessness in our community and the issues and services that surround it.

EDUCATION *2022 Joseph Business School Graduate *1984: Bachelor of Arts, Fordham University, Bronx & Lincoln Center campuses, New York City *The Lenox (High) School on a full academic scholarship located at 70th Street between 3rd and Lexington Avenues, NYC. *Continuing education in Real Estate Brokerage, Development and Property Management. **MEMBERSHIPS**: Commercial Real Estate Women (CREW)

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Sbernshausen completed Application to Serve on a Board, Commission, or Committee
Date: Tuesday, February 15, 2022 11:45:23 AM

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.

Sbernshausen just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Shaunna

Last Name

Bernshausen

Home Address

1117 Cedar Bayou Rd

City & State

Baytown, TX

Zipcode

Baytown, TX 77520

Primary Phone Number

7135301321

Email

shaunnalavon@mac.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

19 years

Occupational Information

Not Currently Working

Click on 3 of the Board, Commission, Committee, or Task Forces on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Municipal Development District (MDD)
Parks and Recreation Board
Animal Control Advisory Committee

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

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I love to use the city parks as well as the animal shelter and would like to have a voice on how they are updated and created.

What special experience/knowledge do you have that may qualify you for service?

I was a teacher for 10 years as well as a mother who has adopted let's from the shelter and uses Jenkins park almost daily. I was so thankful to see updates made as the pandemic hit. It was a respite for me daily!

What professional license(s), certification(s), or training do you have that may qualify you for service?

Teacher in HISD for 7 years and private schools for 3.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I have the privilege of being a stay at home mom who would love to be of service to my community through these councils.

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee
Date: Tuesday, November 16, 2021 5:30:23 PM

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.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Gitona

Last Name

Stucks

Home Address

78 Charles Ave.

City & State

Baytown

Zipcode

Baytown, TX 77520

Primary Phone Number

18325399580

Email

gitona23@gmail.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

9 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

GCCISD, teachers assistant, 1601 S Pruet Baytown, Texas 77522

Click on each of the Board, Commission, Committee, or Task Force on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Hospitality Public Facilities Corporations (PFC)

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

Yes

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I served on a slab Miller Committee in Sacramento California fighting against underage drinking

What special experience/knowledge do you have that may qualify you for service?

I work for parks and rec and San Mateo California

What professional license(s), certification(s), or training do you have that may qualify you for service?

Certificate relations as well as parents and family advocacy

Please provide any additional information you feel would be useful to the City Council in considering your application.

Work with ethnicities in community

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee
Date: Wednesday, November 17, 2021 10:20:19 AM

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.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Carol

Last Name

Brodie

Home Address

7447 Eastpoint Blvd, #3209

City & State

Baytown, TX

Zipcode

Baytown, TX 77521

Primary Phone Number

2094794282

Email

cabrodie2020@gmail.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

7 months

Occupational Information

Not Currently Working

Click on each of the Board, Commission, Committee, or Task Force on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Area Water Authority (BAWA)
Baytown Crime Control and Prevention District (CCPD)
Baytown Fire Control, Prevention, and EMS District (FCPEMSD)
Baytown Hospitality Public Facilities Corporations (PFC)
Baytown Municipal Development District (MDD)
Baytown Redevelopment Authority (BRA)
Planning and Zoning Commission (P & Z)
Community Development Advisory Committee (CDAC)
Library Board
Parks and Recreation Board

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

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

Having recently retired, I am looking forward to having the time to engage with the city that I live in. I would like to contribute to the future of Baytown.

What special experience/knowledge do you have that may qualify you for service?

Over 30 years of administrative experience, and working with diverse groups of individuals.

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.

https://s3-us-west-1.amazonaws.com/ehq-production-us-california/75e8ba4e37391ee49cfa9eb83cd6ce01cbb9766a/original/1637166008/488cac889b216e0ec3455d4d85100ecb_Carol_Brodie_Resume_2021.doc?1637166008

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.

Carol Ann Brodie

7447 Eastpoint Blvd Apt 3209

Baytown, TX 77521

Cell: 209-479-4282

cabrodie2020@gmail.com

Objective

- I have recently relocated to Baytown, TX. I am seeking a fulfilling part-time position that will utilize my skills, including my excellent customer service, attention to detail and organizational abilities.

Experience

Harris County, Elections Division

Alternate Judge

November 2021

University of Arizona

Tucson, AZ

Associate – Honors and Awards, Research Development Services

December 2017 – February 2021

- Supported nominations for awards and prizes and assisted faculty with applications for fellowships.
- Maintained the awards and prizes website.
- Presented workshops for faculty and administrators.

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Las Vegas, NV

Proposal Development Manager

April 2014 – December 2017

- Wrote and edited grant proposals, including the development of budgets.
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- Trained researchers through workshops and summer institutes.

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Stockton, CA

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2010 – 2014

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- Assisted faculty and research groups find and apply for research grants
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- Developed policies and procedures for both the Research and the Graduate Studies staff.
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Ace Hardware

Pickerington, OH

Garden Center

1996–1998

Part Time Sales Associate –Maintained customer relationships, operated cash registers, oversaw care of plants, maintained inventory levels, covered other departments as necessary.

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Columbus, OH

1987 – 1994

Held progressively responsible positions. Prepared publications, correspondence and reports. Assisted in the creation of curriculum materials.

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B.S., Agriculture; Major - Horticulture

**Community
Service**

- Volunteer, Baytown Tourism
- Baytown Engage Academy
- Grant Proposal Reviewer, First 5 San Joaquin County
- Area coordinator, United Way
- Volunteer, SPCA

References

Ms. Christine Fluter-Brown

[REDACTED]
[REDACTED]

David Paul

[REDACTED]
[REDACTED]

Ms. Robin Anawalt

[REDACTED]
[REDACTED]



CITY COUNCIL MEETING

10. c.

Meeting Date: 07/14/2022

Subject: Appointments to the Baytown Hospitality Public Facilities Corporation

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Alisha Segovia, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider appointments to the Baytown Hospitality Public Facilities Corporation.

PREFACE

The Baytown Hospitality Public Facilities Corporation (BHPFC) appointment eligibility criteria, established by City Council, states that a director must reside in the City of Baytown. Candidates with experience in economic development issues, real estate and/or business practices are preferred. The elected members of City Council serve along with four citizens at large for two-year terms.

Currently, there are five (5) Directors being considered for reappointment as their terms will expire on May 31, 2022, and they are:

- Director Mary Hernandez, At-Large Resident;
- Director Suhey Rios-Alvarez, At-Large Resident;
- Director Heather Betancourth, District 4 Council Member;
- Director Jacob Powell, District 5 Council Member; and
- Director Mike Lester, District 6 Council Member.

All Directors desire reappointment, and if approved, would serve a term to commence immediately and expire on May 31, 2024. In the case of Council Members, they serve until they cease to hold office as a member of the Baytown City Council.

Additionally, for consideration the City Clerk's Office has received four (4) applications for the two At-Large Resident positions:

- Ms. Donna Winfrey;
- Ms. Shaunna Bernshausen;
- Ms. Gitona Stucks; and
- Ms. Carol Brodie.

Their applications are attached for your review, as well as an overview of the Baytown Hospitality Public Facilities Corporation and a list of the current members.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal Impact

Attachments

Overview - Baytown Hospitality Public Facilities Corporation

Board Members - Baytown Hospitality Public Facilities Corporation

Donna Winfrey - Application

Shaunna Bernshausen - Application

Gitona Stucks - Application

Carol Brodie - Application

BOARDS AND COMMISSIONS

BAYTOWN HOSPITALITY PUBLIC FACILITIES CORPORATION

Resolution No. 2587 – May 23, 2019
Local Government Code – Chapter 303

NUMBER OF MEMBERS:	Eleven (11)
APPOINTED BY:	City Council
COMPOSED OF:	Mayor and Council Members and four (4) residents of the City appointed at large. The appointees shall be residents of the City, may not have a personal interest in any contract executed by the District, it is preferred that the member have experience in economic development, real estate and/or business practices. The board is the same as the Municipal Development District.
TERM OF OFFICE:	Two years—Terms of Mayor and Council are consistent with the term as Mayor or Council Member. The at-large members will serve two-year staggered terms.
MEETINGS:	Whenever necessary
COMPENSATION:	None
DUTIES:	The Corporation is a nonprofit public facility Corporation and is not organized for the private gain of any person. It is organized under Local Government Code Chapter 303, as amended, and under the Texas Business Organizations Code, as amended, to assist the City of Baytown, Texas in financing, refinancing, or providing public facilities.

Term Tracker Report

Run Date: 05/02/22

HOSPITALITY PUBLIC FACILITIES CORPORATION

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	<u>Original Appointment</u>	<u>Start</u>	<u>End</u>
Laura	Alvarado	Secretary	Council Member (District 1)	09/26/2019	06/01/2021	05/31/2023
Heather	Betancourth	Director	Council Member (District 4)	09/26/2019	06/01/2020	05/31/2022
Brandon	Capetillo	President	Mayor	09/26/2019	06/01/2021	05/31/2023
City	Clerk	Assistant Secretary			06/01/2021	05/31/2023
Gary	Englert	Director	Resident At-Large	09/26/2019	06/01/2021	05/31/2023
Mary	Hernandez	Director	Resident At-Large	09/26/2019	06/01/2020	05/31/2022
David P.	Jirrels	Director	Resident At-Large	09/26/2019	06/01/2021	05/31/2023
Charles	Johnson	Director	Council Member (District 3)	09/26/2019	06/01/2021	05/31/2023
Mike	Lester	Director	Council Member (District 6)	09/26/2019	06/01/2020	05/31/2022
City	Manager	General Manager			06/01/2021	05/31/2022
Jacob	Powell	Director	Council Member (District 5)	12/21/2020	12/21/2020	05/31/2022
Chris	Presley	Vice President	Council Member (District 2)	09/26/2019	06/01/2021	05/31/2023
Suhey	Rios-Alvarez	Director	Resident At-Large	09/26/2019	06/01/2020	05/31/2022

Alisha.Segovia

From: Baytown Engage <notifications@engagementhq.com>
Sent: Friday, May 13, 2022 12:00 PM
To: Sabrina.Martin; Angela.Jackson; Alisha.Segovia; Raquel.Martinez
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee

Follow Up Flag: Follow up
Flag Status: Flagged

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.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Donna

Last Name

Winfrey

Home Address

3717 Emmett Hutto Blvd #1010

City & State

Baytown TX

Zipcode

Baytown, TX 77521

Primary Phone Number

7133776166

Email

winfreydevelopment@gmail.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

10 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Berkshire Hathaway Properties - Commercial Division

Click on 3 of the Board, Commission, Committee, or Task Forces on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Municipal Development District (MDD)

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

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I wish to volunteer on MDD as a progression of my years of service on Planning and Zoning.

What special experience/knowledge do you have that may qualify you for service?

Before I became a Commercial Realtor in October 2005, I was an Investment Banker that underwrote tranches of \$30M transactions that passed through from the Federal government to local banks and a State Multifamily Development Officer that underwrote mixed-income apartment projects.

What professional license(s), certification(s), or training do you have that may qualify you for service?

*Licensed Real Estate Broker in the States of Texas and Georgia *Work with and understanding of municipalities integral role in commercial real property transactions/development *Work with property owners to facilitate development in cities in Texas and Georgia *City of Baytown Planning and Zoning experience

Please provide any additional information you feel would be useful to the City Council in considering your application.

I welcome the opportunity to continue to serve the City of Baytown. Thank you for your consideration.

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.

https://s3-us-west-1.amazonaws.com/ehq-production-us-california/e7be64d6793b37eb5525644b1cd1878414452eff/original/1652461214/d4c20e24c2f413629fd64d663e80572b_Profile_DW.pdf?1652461214

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.



Premium Service ~ Proven Results

Donna Winfrey

winfreydevelopment@gmail.com

(713) 377.6166



EXPERIENCE SUMMARY

For the past 2 decades, Donna Winfrey has structured financially successful investment transactions, negotiated complex corporate office and retail leases, participated in land development and construction, and managed the transaction process from beginning to successful completion for commercial real property investors, landlords and tenants.

During her tenure with Coldwell Banker Commercial, Donna was the only woman inducted into the distinguished Pinnacle Society being recognized for extraordinary accomplishments on behalf of her clients.

Donna recently affiliated with Berkshire Hathaway's Commercial Division as a Broker after being the President and Managing Broker of Winfrey Real Estate & Development for 6 years where she offered a full range of Commercial Real Estate services that go *Beyond the Contract*® for its corporate, business, and not-for-profit clients, including but not limited to site selection, pre-development, property due diligence and financial feasibility. Notable: *negotiated and sold 118,000 SF shopping center for clients in 3 countries outside the United States; *8,000 SF Class A corporate office lease for world's largest offshore international company; *retained by Harris County Department of Education for site assessment and contract negotiation for two of its Head Start Program; and *site selection and contract negotiation for not-for-profit organizations and the repurposing of church properties.

Donna was an Investment Banking Associate at First Interstate Bank of Denver, based in Atlanta, where she was part of a team that structured transactions that averaged tranches of \$30 million as pass-through to Banks for the development of affordable housing and mixed use projects; and, as a Multifamily Development Officer for the State of Georgia, Donna underwrote and oversaw the development of transactions that utilized multiple layers of financing (including the low-income housing tax credit) to achieve development and construction that was on time and within budget. She is a certified Paralegal and worked at Chapman and Cutler Atlanta where Mayor Maynard Jackson was the Managing Partner.

SERVICE *Donna is serving her 2nd term as Vice Chairperson of the City of Baytown Planning and Zoning Commission, and she is in her 5th term as Planning and Zoning Commissioner. She also serves on the City's Industrial Appraisal Review Board. *She remains in relationship with the Little Sister she met 20 years ago at Big Brothers Big Sisters. *Donna is committed to addressing homelessness in our community and the issues and services that surround it.

EDUCATION *2022 Joseph Business School Graduate *1984: Bachelor of Arts, Fordham University, Bronx & Lincoln Center campuses, New York City *The Lenox (High) School on a full academic scholarship located at 70th Street between 3rd and Lexington Avenues, NYC. *Continuing education in Real Estate Brokerage, Development and Property Management. **MEMBERSHIPS:** Commercial Real Estate Women (CREW)

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Sbernshausen completed Application to Serve on a Board, Commission, or Committee
Date: Tuesday, February 15, 2022 11:45:23 AM

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.

Sbernshausen just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Shaunna

Last Name

Bernshausen

Home Address

1117 Cedar Bayou Rd

City & State

Baytown, TX

Zipcode

Baytown, TX 77520

Primary Phone Number

7135301321

Email

shaunnalavon@mac.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

19 years

Occupational Information

Not Currently Working

Click on 3 of the Board, Commission, Committee, or Task Forces on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Municipal Development District (MDD)
Parks and Recreation Board
Animal Control Advisory Committee

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

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I love to use the city parks as well as the animal shelter and would like to have a voice on how they are updated and created.

What special experience/knowledge do you have that may qualify you for service?

I was a teacher for 10 years as well as a mother who has adopted let's from the shelter and uses Jenkins park almost daily. I was so thankful to see updates made as the pandemic hit. It was a respite for me daily!

What professional license(s), certification(s), or training do you have that may qualify you for service?

Teacher in HISD for 7 years and private schools for 3.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I have the privilege of being a stay at home mom who would love to be of service to my community through these councils.

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee
Date: Tuesday, November 16, 2021 5:30:23 PM

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.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Gitona

Last Name

Stucks

Home Address

78 Charles Ave.

City & State

Baytown

Zipcode

Baytown, TX 77520

Primary Phone Number

18325399580

Email

gitona23@gmail.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

9 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

GCCISD, teachers assistant, 1601 S Pruett Baytown, Texas 77522

Click on each of the Board, Commission, Committee, or Task Force on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Hospitality Public Facilities Corporations (PFC)

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

Yes

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

I served on a slab Miller Committee in Sacramento California fighting against underage drinking

What special experience/knowledge do you have that may qualify you for service?

I work for parks and rec and San Mateo California

What professional license(s), certification(s), or training do you have that may qualify you for service?

Certificate relations as well as parents and family advocacy

Please provide any additional information you feel would be useful to the City Council in considering your application.

Work with ethnicities in community

Please certify that the foregoing information is true and complete to the best of my knowledge and belief.

I certify that the foregoing information is true and complete to the best of my knowledge and belief.

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Anonymous User completed Application to Serve on a Board, Commission, or Committee
Date: Wednesday, November 17, 2021 10:20:19 AM

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.

Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Carol

Last Name

Brodie

Home Address

7447 Eastpoint Blvd, #3209

City & State

Baytown, TX

Zipcode

Baytown, TX 77521

Primary Phone Number

2094794282

Email

cabrodie2020@gmail.com

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

7 months

Occupational Information

Not Currently Working

Click on each of the Board, Commission, Committee, or Task Force on which you would be willing to serve on. More information on each entity can be found in the Document Library.

Baytown Area Water Authority (BAWA)
Baytown Crime Control and Prevention District (CCPD)
Baytown Fire Control, Prevention, and EMS District (FCPEMSD)
Baytown Hospitality Public Facilities Corporations (PFC)
Baytown Municipal Development District (MDD)
Baytown Redevelopment Authority (BRA)
Planning and Zoning Commission (P & Z)
Community Development Advisory Committee (CDAC)
Library Board
Parks and Recreation Board

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

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

Having recently retired, I am looking forward to having the time to engage with the city that I live in. I would like to contribute to the future of Baytown.

What special experience/knowledge do you have that may qualify you for service?

Over 30 years of administrative experience, and working with diverse groups of individuals.

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.

https://s3-us-west-1.amazonaws.com/ehq-production-us-california/75e8ba4e37391ee49cfa9eb83cd6ce01cbb9766a/original/1637166008/488cac889b216e0ec3455d4d85100ecb_Carol_Brodie_Resume_2021.doc?1637166008

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Carol Ann Brodie

7447 Eastpoint Blvd Apt 3209

Baytown, TX 77521

Cell: 209-479-4282

cabrodie2020@gmail.com

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Garden Center

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Service**

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- Baytown Engage Academy
- Grant Proposal Reviewer, First 5 San Joaquin County
- Area coordinator, United Way
- Volunteer, SPCA

References

Ms. Christine Fluter-Brown

[REDACTED]
[REDACTED]

David Paul

[REDACTED]
[REDACTED]

Ms. Robin Anawalt

[REDACTED]
[REDACTED]



CITY COUNCIL MEETING

10. d.

Meeting Date: 07/14/2022

Subject: Confirmation of the City Manager's appointment of Assistant City Manager

Prepared for: Rick Davis, City Management **Prepared by:** Carol Flynt, Human Resources

Department: Human Resources

Information

ITEM

Consider the confirmation of the City Manager's appointment of the Assistant City Manager.

PREFACE

The Baytown City Charter requires that City Council confirm the appointment of department heads, which are presented to Council by the City Manager. Therefore, this item allows the Council to confirm the City Manager's appointment of Mr. Jason Reynolds as the Assistant City Manager for the City of Baytown.
