



CITY OF BAYTOWN

NOTICE OF MEETING

CITY COUNCIL REGULAR MEETING

THURSDAY, SEPTEMBER 22, 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: 899 7713 1744. For telephone conferencing, please use the following toll-free number: 1-888-788-0099, Meeting ID: 899 7713 1744. 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 August 25, 2022.
- b. Consider approving the minutes of the City Council Budget Work Session held on August 18, 2022.

2. RECOGNITIONS AND CITIZEN COMMUNICATIONS

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

- b. Recognition of Assistant City Manager Kevin Troller.

3. **APPEALS**

- a. Consider an appeal to the City Council for the denial of two Open Air Vendor permit applications for "Texas Rock Chip" and "In and Out Rock Chip" at the property located at 6430 Garth Road.

4. **2022 NATIONAL FITNESS CAMPAIGN GRANT FOR JENKINS PARK**

- a. Consider a resolution authorizing the City Manager to accept a 2022 National Fitness Campaign Grant from National Fitness Campaign, LP and Blue Cross Blue Shield of Texas to partially fund the purchase of a Fitness Court[®] outdoor infrastructure to be installed at Jenkins Park.
- b. Consider an ordinance authorizing the City Manager to negotiate and execute an agreement with National Fitness Campaign, LP for the sole source purchase of a Fitness Court[®] to be built at Jenkins Park.

5. **MUNICIPAL BUDGET FISCAL YEAR 2022-23**

- a. Receive the no-new revenue tax rate and voter-approval tax rate.
- b. Consider an ordinance adopting the City of Baytown Fiscal Year 2022-23 Municipal Budget, and setting a proposed tax rate.

6. **PROPOSED RESOLUTION**

- a. Consider a resolution accepting two (2) Teqball Tables for the Parks and Recreation Department to be used at Jenkins Park and The Baytown Community Center, donated by Teqball USA LLC.

7. **REPORTS**

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

8. **DISCUSSION**

- a. Receive a presentation from NRG Energy Inc., regarding Project Moonshot, an expansion project at the Cedar Bayou Plant in East Baytown.

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 Change Order No. 5 for the Citizens Bank Renovation Project.
- b. Consider an ordinance authorizing the Second Amendment to the Agreement for Consulting Services with Ardurra Group, Inc. for the East District Wastewater Treatment Plant Project, Phase 1.
- c. Consideration of an ordinance authorizing an Agreement with Terracon Consultants, Inc. for construction material testing services for the Annexation Utilities-Connally Area Package One Project.
- d. Consider an ordinance authorizing Software as a Service (SaaS), Subscription License, and Perpetual License Agreements with Innovative Interfaces Incorporated to upgrade library customer platform and cloud hosting.
- e. Consider an ordinance authorizing the purchase of two (2) John Deere 1600 Turbo Terrain Cut Commercial Wide-Area Mowers from Brookside Equipment for the Parks and Recreation Department through the Texas Local Government Purchasing Cooperative (BuyBoard).
- f. Consider an ordinance approving repairs to the Aqua Loop and Aqua Drop slides and tower by sole-source provider Whitewater West Industries Ltd., for the Pirates Bay Waterpark.
- g. Consider an ordinance authorizing the purchase of one (1) 2023 Ford F-450 Diesel 4X2 Regular Cab Chassis and Frazer Type I 14' Ambulance from Sterling McCall Ford, through the Houston-Galveston Area Council, for the Fire Department.
- h. Consider an ordinance authorizing an Interlocal Agreement with Lee College District for the use of its Wellness Center and Swimming Pool by the City Council members and City employees.
- i. Consider an ordinance authorizing an agreement with Labor First, LLC, d/b/a Retiree First, for a Retiree Medicare Advantage Plan Insurance under the medical carrier UnitedHealthcare.
- j. Consider an ordinance authorizing an Amendment for Services at an Onsite Center with Concentra Health Services, Inc., and authorizing payment to Concentra Health Services, Inc., for the administration of an employee health clinic, including medical services and supplies.

- k. Consider an ordinance amending Chapter 5 "Employee Benefits" of the City of Baytown Personnel Policy Manual to add a new section concerning parental leave.
- l. Consider an ordinance amending and restating Ordinance No. 15,193 to eliminate the provision that the City Clerk is ordered to include on the ballot for the City's municipal election to be held on the 8th day of November, 2022, a heading entitled "Unopposed Candidates Declared Elected" under which the office of Council Member of Council District No. One (1) and Laura Alvarado's name shall appear.
- m. Consider a resolution designating authorized signatories for the Texas General Land Office's CDBG-MIT Local Hazard Mitigation Plans Program application and any resulting contract.
- n. Consider a resolution authorizing the City Manager, on behalf of the Baytown Police Department, to submit a request for funding 20 NIJ Type III-rated Ballistic Rifle Bullet-Resistant Shields in an amount not to exceed \$154,000, to the Office of the Governor, Public Safety Office, Criminal Justice Division of the State of Texas, for the FY2023 Bullet-Resistant Shield Grant Program.

10. APPOINTMENTS

- a. Consider the appointment of six (6) members of the Baytown Police Advisory Committee.
- b. Consider four (4) appointments to the Animal Control Advisory Committee.
- c. Consider one (1) appointment to the Parks and Recreation Board.

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 regarding District No. Three projects and programs.

13. EXECUTIVE SESSION

- a. Recess into and conduct an executive session pursuant to Sections 551.071 and 551.074 of the Texas Government Code to seek the advice of the City's attorney(s) regarding recruitment for the City of Baytown's City Manager position.

14. **ADJOURN**

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

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

Approved for posting:



Rick Davis, City Manager

Posted by:



Angela Jackson, City Clerk

(SEAL)



Posted this 16th day of September 2022, at 5:30 P.M.



CITY COUNCIL MEETING

1. a.

Meeting Date: 09/22/2022

Subject: August 25, 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 August 25, 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 August 25, 2022.

Attachments

August 25, 2022, WS Draft Minutes

August 25, 2022, CC Draft Minutes

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

August 25, 2022

The City Council of the City of Baytown, Texas, met in a Regular Work Session on Thursday, August 25, 2022, at 5:34 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

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

Mayor Capetillo convened the August 25, 2022, City Council Regular Work Session with a quorum present at 5:34 P.M., all members were present with the exception of Council Member Presley who later arrived at 5:37 P.M.

1. DISCUSSIONS

a. Receive a presentation and discuss the Annual Residential Solid Waste Collection, Disposal, and Recycling Services Contract for the City of Baytown with Best Trash, LLC.

As Council would be considering the approval of a solid waste contract in their City Council Regular Meeting later that evening, Public Works and Engineering Frank Simoneaux explained to Council the process staff went through with their current service and the proposed service under the new contract. The City's current services were listed as the following:

- **Solid Waste** – 2x per week for unlimited bags; Monday – Thursday or Tuesday – Friday
- **Recycling** – 1x per week for 95-gallon carts
- **Bulk** – 2x per week
- **Brush** – 1x per month (Handled by the City)

Baytown's current services were provided by Waste Management whose contract would expire on December 1, 2022. The current rate per household per month was \$27.02. As the contract was expiring, the City engaged Solid Waste Specialists to help the City draw a proposed contract and assist with the procurement process. A kick-off meeting was held in May and in June a presentation

was given to Council. Mr. Simoneaux did comment the unlimited bulk collections had not been sustainable. The City would not receive any bids when that option was left in the proposal. The proposal the City put out for bid had the two following options:

Option 1

- Garbage collection 2x weekly with a 10-bag limit (30-gallon)
 - Collections: Monday – Thursday or Tuesday – Friday only

Option 2

- Garbage collections 2x weekly with 95-gallon carts
 - Collections: Monday – Friday
 - Pink Tags would allow for the collection of bags outside carts

With either option, recycling would remain unchanged for once a week with 95-gallon carts and bulk would be collected once a week with a 4-yard limit. Unusual accumulations would also have a fee on either option. Rate adjustments were determined using the Bureau of Labor Statistics Garbage and Trash Index, and those future adjustments would be capped at 4%—as in the current agreement. The Pre-Bid Meeting was held on June 30th where eleven firms attended. When the City opened the bid, two firms responded: Waste Management and Best Trash. Mr. Simoneaux detailed their scoring process and the proposals which had been evaluated by a committee.

BID PROPOSALS	OPTION 1	OPTION 2
WASTE MANAGEMENT	No Bid	\$668,284
<i>Hourly Rate</i>		<i>\$31.16</i>
BEST TRASH	\$26,320	\$648,065
<i>Hourly Rate</i>	<i>\$23.00</i>	<i>\$28.40</i>

Based on the scoring process, Best Trash was the best on price. However, Waste Management offered an alternate option to reduce bulk collections to every other week while also reducing their price to \$29.57 per month. Likewise, Best Trash offered an alternate option to collect recycling in 65-gallon carts along with other options of different combinations of sizes and prices. The City had conducted interviews with both firms. Waste Management had no bid for Option 1 and did not agree to the 4% cap. In contrast, Best Trash was a family-owned business that historically focused on Municipal Utility Districts (MUDs). From the interview, Mr. Simoneaux relayed many positive things about the company. Thus, staff's recommendation was to award the contract to Best Trash. The recommendation was for their alternate third option with the bag collection and recycling in a 65-gallon container. Although, Best Trash stated if there were boxes placed outside the recycling container, they would collect those as well. The rate would drop to \$21.45 from the current \$27.02.

Council Member Alvarado liked the price, but questioned if the alternate third option included unlimited bags. Mr. Simoneaux replied no options had unlimited bags and Staff did place a ten-bag limit of 30-gallons. There was also an additional price for large bulk collection, but citizens would still have the Green Center as an option. Council Member Alvarado then shared her concern over Best Trash primarily servicing MUDs which were different from her district. She wondered if they could handle the workload in her district, particularly with alleyways and multi-families. Matthew May with Best Trash assured they had serviced duplexes and were experienced with

picking up varying types of trash based on the economics of neighborhoods. As the contract had limitations on the trash put out, residents could pay extra, but the contract should cover everything.

Mayor Capetillo noted certain areas of the City had alleyways, and questioned if their vehicles could collect trash in carts. Mr. Simoneaux responded the cart-only option was a problem with alleyways with automated collection, so the option recommended was rear-load hand collection. Therefore, yes, alleys could be serviced. Mayor Pro Tem Johnson questioned whether Best Trash had taken the time to ride through Baytown to see what they had described. Mr. May replied they had not. Mayor Capetillo then inquired over their customer base. Mr. May replied they serviced about 300,000 residents through 220 different contracts with MUDs and Homeowner Associations (HOAs). Baytown would be their first city contract, but their largest individual contract was with Sienna Plantation which had six MUDs in one community with 11,000 homes. Mayor Capetillo stated Baytown had roughly 20,000 homes, yet he did note Best Trash had good customer service.

On Waste Management and the 4% cap, Mayor Capetillo wondered if they had a proposal for any type of cap. Shanna Lopez with Waste Management noted the Consumer Price Index (CPI) [was at an all-time high. Thus, in the timeframe of the contract, Waste Management proposed a cap with a max of 25%. For instance, one year could be at 7% while the next could be at 2%, but it would never go over the whole contract term of 25%. Waste Management could not say 4% every year and not have those discussions with the City. On that five-year contract, if the City were dissatisfied with their service, Council Member Presley questioned what were their outs if they had any. Mr. Simoneaux replied there was a list of liquidated damages in the contract for miss collections and he proceeded to read that out for Council. In addition, the City had a performance bond in the event the company failed to perform. Council Member Presley presumed there were monetary penalties but not any termination or cancellation provision. City Attorney Scott Lemond addressed there would be a standard termination for cause provision, a standard bankruptcy or insolvency language provision, and a termination for non-appropriation of funds provision.

Council Member Lester recalled Council's discussion of trying to move away from bag collections. He understood it was cheaper as well as the cart collections issues with their alleyways; however, he had hoped the City would move towards carts. Moreover, Mayor Pro Tem Johnson voiced his concerns regarding Best Trash doing cities with MUDs and whether Baytown's trash could be picked up. Best Trash's customer service was great, but he still held his concerns and commended the question on there being an out. Mayor Pro Tem Johnson had also hoped to move towards carts as Baytown was one of the few cities left allowing bag collections. He asked if prices normally went up when eliminating bags. Mr. May replied Best Trash did provide alternate options to bags that included carts. Baytown's alleyways could have carts as their company would not use an automated truck with an arm. Also, carts were more expensive because of the expense upfront and of the time it took to handle them. Mr. May further relayed their company's calculations on how many homes could be serviced a day with the options mentioned. He lastly touched on their customer service assuring Council they had never had an issue with their services nor any contract.

Council Member Alvarado responded to the comments made about moving towards carts by recalling the session Council held about three years ago in the Community Center. The City's provider wanted to move to carts, but resident had chosen to pay more in order to have unlimited bags. She had asked City Manager Rick Davis why they did not hold a community conversation and ultimately it was because the rates would be lower. Council Member Alvarado proceeded to

encourage Best Trash to make their routes around Baytown soon than later so they get to know their neighborhoods. She wondered if the City would allow for a grace period so Best Trash could get used to the routes before any fines started to rake up. Council Member Lester commented over that meeting and questioned what would happen for residents that already had carts and did not put out bags. Mr. May replied residents would only be able to use a container up to 50-gallons.

b. Discuss any or all of the agenda items on the City Council Regular Meeting Agenda for August 25, 2022, which is attached below.

City Manager Rick Davis requested the land use items on the City Council Regular Meeting Agenda for that evening to be addressed. Planning and Development Director Martin Scribner relayed Council would have Items 8, 9, 10, and parts of 12. On Items 8.a. and 8.b., Council Member Presley wondered if there was a proposed use. Mr. Scribner replied the back half of the lots were already being used for parking which was not allowed in Mixed Residential at Low to Medium Densities (SF2) which it was currently zoned. The rezone was housekeeping of sorts that seemed appropriate to staff as there were no issues with it in the public hearing. Mayor Capetillo requested to be reminded of items. Mr. Scribner answered Items 8 and 9 were other rezones, Item 10 was an annexation for Bay Creek, and Item 12.b. was accepting an application for a new annexation.

2. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the August 25, 2022, City Council Regular Work Session at 6:19 P.M.

Angela Jackson, City Clerk
City of Baytown

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

August 25, 2022

The City Council of the City of Baytown, Texas, met in a Regular Meeting on Thursday, August 25, 2022, at 6:32 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Council Member
Charles Johnson	Mayor Pro Tem
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Scott Lemond	City Attorney
Raquel Martinez	City Clerk
John Stringer	Sergeant at Arms

Mayor Capetillo convened the August 25, 2022, City Council Regular Meeting with a quorum present at 6:32 P.M., and with all members present.

The Pledge of Allegiance, Texas Pledge, and Invocation were led by Council Member Laura Alvarado.

1. MINUTES

a. Consider approving the minutes of the City Council Work Session and Regular Meeting held on July 28, 2022.

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Chris Presley to approve the minutes of the City Council Work Session and Regular Meeting held on July 28, 2022, as submitted. The vote was as follows:

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

Nays: None

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 of all the individuals that received the Years of Service award for the month of August.

5 YEAR

April Bruno, Police, Detention Supervisor

Michael Rideau, Water Treatment, Maintenance Mechanical Specialist

10 YEAR

Devin Finley, Public Works, Traffic Control Specialist I/II/III

15 YEAR

Mark Freeman, Police, Police Lieutenant

Carol Rives, Communications, Telecommunicator

20 YEAR

Joseph Hebert, Fire, Fire Lieutenant

Ronald Roberts, Fire, Assistant Fire Chief

Jeff Welch, Fire, Fire Lieutenant

Aaron Smith, Fire, Fire Lieutenant

Timothy Villagomez, Fire, Firefighter

Ryan Tucker, Fire, Assistant Fire Chief

Christoval Rios, Fire, Battalion Chief

James Weaver, Fire, Fire Lieutenant

Michael Dawson, Fire, Fire Equipment Operator

Patrick Mahoney, Fire, Battalion Chief

Robert Lopez, Fire, Fire Equipment Operator

Cherie Morgan, Library, Librarian

David Mendisabal, Fire, Firefighter

Raquel Martinez, Records, Deputy City Clerk

25 YEAR

Jessica Cervantes, Police, Patrol Officer

After Item 2.a., Mayor Capetillo called a Point of Privilege to consider Item 12.a. before Item 3.a.

3. SAN JACINTO MARKETPLACE – PRESENTATION

a. Receive and discuss a presentation from San Jacinto Retail Associates, LLC, regarding the development of the San Jacinto Marketplace.

Alan Hassenflu with Fidelis introduced himself and his associates, and proceeded to give Council and the public a presentation of their development of the San Jacinto Marketplace. Fidelis owned the project for seven years which began by them purchasing about fifty acres of the property. Over

that period, Fidelis purchased an additional fifty-five acres and now owned a total of one hundred and five acres. The company's intention was to turn the property back in to a premier shopping center as a "Live, Work, Play" and entertainment type of venue with the following amenities:

- 450,000 square feet of retail, including dining and entertainment
- Indoor and outdoor restaurants
- Personal and service uses
- Pelican Green – an entertainment and congregation area

Pelican Green would be worked on collaboratively between Fidelis and the City to create a venue with the following amenities:

- Outdoor Seating
- A Children's Play Area
- Movie Nights
- Live Entertainment
- Yoga/Exercise Classes
- Etc.

Mr. Hassenflu displayed images of their site plan and architect renderings of the property. Fidelis appreciated the opportunity to present and also the agreement Council contemplated on providing them. Mayor Capetillo gave a few words of appreciation before continuing to Item 4.a.

4. EXECUTIVE SESSION

a. Recess into and conduct an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to San Jacinto Retail Associates, LLC, and to seek the advice of the City's attorneys on legal matters related thereto.

At 6:51 P.M., Mayor Capetillo recessed and convened in to an executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code to deliberate the offer of a financial or other incentive to San Jacinto Retail Associates, LLC, and to seek the advice of the City's attorneys on legal matters related thereto.

At 7:16 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.

5. SAN JACINTO MARKETPLACE

a. Consider an ordinance authorizing the return of \$3,250,000.00 in City funds from San Jacinto Retail Associates, LLC. pursuant to a clawback provision within the Chapter 380 Development Agreement.

Mayor Capetillo announced the citizen, Mr. David Isaac, had signed up to speak on the item.

Around October, Mr. Isaac recalled Fidelis gave a presentation and showed renderings of their plans for the future. Mr. Isaac gave a public comment questioning where were the City's \$3.25 million which he repeatedly asked over the next couple of months. It was to his understanding, given by City Administration, that part of the agreement was tied to a clause to have Fidelis build

an indoor mall. Mr. Isaac thanked Council for keeping the taxpayers in mind with that \$3.25 million and holding the deals the City made accountable. Mr. Isaac also appreciated Fidelis for working with Council, and lastly wished to compel Council to vote in favor of the \$3.25 million clawback.

A motion was made by Council Member Heather Betancourth and seconded by Mayor Pro Tem Charles Johnson to approve Ordinance No. 15,172, related to Item 5.a. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 15,172

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE RETURN OF \$3,250,000.00 IN CITY FUNDS FROM SAN JACINTO RETAIL ASSOCIATES, LLC PURSUANT TO A CLAWBACK PROVISION WITHIN THE CHAPTER 380 DEVELOPMENT AGREEMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

b. Consider an ordinance authorizing the termination of the Chapter 380 Economic Development Agreement with San Jacinto Retail Associates, LLC authorized via ordinance 12,891 and amended via ordinances 13,824, 14,036, and 14,612.

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Laura Alvarado to approve Ordinance No. 15,173, related to Item 5.b. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 15,173

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 TERMINATION OF

THE CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH SAN JACINTO RETAIL ASSOCIATES, LLC; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- c. Consider an ordinance authorizing a new Chapter 380 Economic Development Agreement with San Jacinto Retail Associates, LLC, for the development of the area formerly known as the Baytown Mall.**

Mayor Capetillo announced the individual, Mr. David Isaac, had signed up to speak on the item.

Mr. Isaac wished to discuss the contract and recited a section in the first page of the contract that stated Council's purpose as to why they entered in to the deal that gave Fidelis \$16 million in the form of a tax abatement. He then discussed how the property was a vested interest of the public and wished to compel Council to vote in favor of the contract. Mr. Isaac did have a few concerns regarding the timeline and apartment complexes, but he only wished to celebrate the \$3.25 million.

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Chris Presley to approve Ordinance No. 15,174, related to Item 5.c. However, there was a discussion prior to the vote.

Council Member Lester commented over how the mall had been a top subject for a long time. A lot of that was not on Fidelis, but because of the complicated process everyone worked diligently through. Council Member Lester shared he had been a nay-sayer on Council of the new contract, but he had converted. Fidelis worked and brought a quality product that he was excited to move forward with. Council Member Lester supported it and further touched on why it took so long to make the decision. He thanked Fidelis, the Mayor, and relayed he would be a supporting vote.

Council Member Presley also liked the new agreement as it was 100% performance based and with the fact that there would be no further cash payments to the developer. It was all sales tax rebates and there would also be zero property tax refunds. Council Member Presley relayed there were some costs the City had and would incur; however, there was substantial obsolescence at that property with the structure. In his opinion, without upfront City participation, Baytown would still have a declining mall in disrepair. Council Member Presley believed some of the incentives were appropriate and that it would be revenue positive for the City in the long term. In the new agreement, turnovers that resulted in prolonged vacancies would not be incentivized by public money. Council Member Presley appreciated that and continued to discuss how the mall would be a community benefit. He thanked the developer and further stated he would support the agreement.

Mayor Pro Tem Johnson relayed he initially did not have any faith Fidelis would bring what Council and the citizens were seeking. Now, he had complete confidence in Fidelis and spoke positively on the pictures displayed in their presentation. Mayor Pro Tem Johnson applauded his colleagues for sticking to their guns so citizens could get a product that everyone could be proud of. He thanked Fidelis for sticking with the City and wished them well with a few more kind words.

Council Member Alvarado wished to thank Baytown residents for their patience as it had been a long road to get to that moment. The idea of a quality shopping center had been different amongst

everyone, but Council had overall wanted to make sure the mall would be a destination. Council Member Alvarado hoped the City would have that and that the public shared Council's sentiment on the new development. She thanked Fidelis for working with them as well as Baytown residents.

Council Member Betancourth asked if Fidelis could speak on a timeline they had in mind to begin the project. Alan Hassenflu with Fidelis responded the mall would be demolished this year while the sub-surface and surface infrastructure would commence next year. It was a large project, but the goal was to open up on Christmas of 2024. Council Member Betancourth also noted the renderings presented were just of the Garth Road frontage portion of the property. She commented it was a positive first step to a much larger project. Mr. Hassenflu confirmed that statement and relayed retail would be about 40% of the total tract. The remaining 60% would have a lot of infrastructure, including: roadways, sidewalks, landscaping, and other things of that nature.

Council Member Powell was happy over the new agreement and further spoke on the previous agreement. Council had thought there was more work to be done to create an experience they envisioned, and he believed the mall would compare to Baybrook Mall if not better. As it would create a good experience for families, Council Member Powell was in favor of the agreement as well.

Mayor Capetillo discussed the mall's journey from its previous owners all the way to the present day. He mentioned the setbacks the City and Fidelis faced, but was proud of where they were today. Mayor Capetillo was proud of their progress as it was what the citizens deserved. The agreement was performance-based, as previously mentioned, so it was based on Fidelis bringing in great retailers, restaurants, and entertainment to generate sales tax dollars. Mayor Capetillo wished Fidelis well on their endeavors.

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

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

Nays: None

Approved

ORDINANCE NO. 15,174

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A NEW CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH SAN JACINTO RETAIL ASSOCIATES, LLC; AUTHORIZING REBATES OF CERTAIN SALES TAX REVENUE RECEIVED BY THE CITY FROM SALES BY QUALIFIED TENANTS; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

Mr. Hassenflu thanked Council on behalf of Fidelis and relayed their intention was to the bring a great project to the City of Baytown. As Fidelis now controlled all the acreage, they could create a master plan for their future variety of users beyond retail. Mr. Hassenflu expressed his appreciation to Council and stated Fidelis looked forward to working with Baytown. He lastly congratulated the citizen, Mr. Isaac, for representing the City and holding everybody accountable.

6. SPECIAL DISTRICT BUDGETS FISCAL YEAR 2022-23

a. Consider an ordinance approving the Baytown Crime Control and Prevention District Fiscal Year 2022-23 Proposed Budget.

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Laura Alvarado to approve the ordinances of Agenda Items 6.a., 6.b., and 6.c. together. However, there was a discussion prior to the vote.

Mayor Capetillo noted Item 6.a. was for the Baytown Crime Control and Prevention District (CCPD) Budget, Item 6.b. was for the Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD) Budget, and Item 6.c. was for the Baytown Area Water Authority (BAWA) Budget. With that, Mayor Capetillo inquired for comments or questions from Council.

Council Member Betancourth shared the Finance Committee had met that evening to discuss the Architectural and Engineering Committee's recommendations to the Capital Improvement Projects list. The Finance Committee did ask the City's Finance Department Director about the recommendations that moved projects in to their Special Districts' budgets. The Finance Director did recommend Council to approve the budgets, as is, as the Special Districts had proposed to Council. After Council approved the General Fund budget, Council could always amend the items at a later date. Finance not only wanted Council to approve the General Fund budget, but also wanted to take back to those Special Districts the recommendations that their budgets would fund. Council Member Alvarado agreed with that as a courtesy to the Special Districts.

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

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

Nays: None

Approved

ORDINANCE NO. 15,175

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,
TEXAS, APPROVING THE FISCAL YEAR 2022-23 BUDGET SUBMITTED
BY THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL

AND PREVENTION DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- b. Consider an ordinance approving the Baytown Fire Control, Prevention, and Emergency Medical Services District Fiscal Year 2022-23 Proposed Budget.**

ORDINANCE NO. 15,176

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE FISCAL YEAR 2022-23 BUDGET SUBMITTED BY THE BOARD OF DIRECTORS OF THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- c. Consider an ordinance approving the Baytown Area Water Authority Fiscal Year 2022-23 Proposed Budget.**

ORDINANCE NO. 15,177

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE BUDGET FOR THE BAYTOWN AREA WATER AUTHORITY (BAWA) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

7. MUNICIPAL BUDGET FISCAL YEAR 2022-23

- a. Conduct a public hearing regarding the City of Baytown Fiscal Year 2022-23 Proposed Municipal Budget.**

Before opening the hearing, Mayor Capetillo noted citizens had signed up to speak on Item 7.a.

Mr. David Isaac shared he had spent some time at some of the workshops, and voiced his concern over the American Little League item being cut in half from \$1.5 million to \$850,000. From his understanding, that had to do with Goose Creek Consolidated Independent School District (GCCIDD) owning the property. Mr. Isaac wished to compel Council to work that out so the kids could have somewhere to play and flourish. Another concern of his was about the opportunity zones which he had spoken with the Baytown Municipal Development District (MDD) about. The property on North Pruitt, that used to be an old K-mart, sat in the zone and was still there. Mr. Isaac wished for the City to think strategically in future budgets, if not the budget currently being considered, on how they could add economic development and small business growth in that area.

Mr. Steve Knight spoke to represent the Art League of Baytown. He was aware Council was considering putting money in their budget for repairs and improvements to their Art League Building. Therefore, Mr. Knight proceeded to discuss the history of the Art League, their outreach, and their involvement with the City. As a non-profit, the Art League was able to continually pay their bills and have done most of their improvements. Mr. Knight touched on the issues of their

building that needed immediate attention and that would be extremely difficult for them to do. As a potential for the future, he shared what other municipal supported art institutions had in place that they could have in Baytown. With that, he requested Council to increase their budget item.

Mayor Capetillo expressed his appreciation to Mr. Knight and requested City staff to perform an evaluation so there was a better understanding of the Art League's needs. Council Member Presley commented he had walked through the Art League Building and believed the money would be well utilized and much needed. In regards to the future, he echoed what was mentioned as it would be a benefit to their City. With that, Mayor Capetillo proceeded to open the public hearing.

At 7:54 P.M., Mayor Capetillo opened the public hearing regarding the City of Baytown Fiscal Year 2022-23 Proposed Municipal Budget.

Mayor Capetillo announced Ms. Jan Strubbe had signed up to speak on the public hearing.

Ms. Strubbe introduced herself as the president of the Art League of Baytown and further introduced the Art League itself. She commented it took a village for the Art League to do all that she had mentioned. Thus, Ms. Strubbe requested Council to vote to help the Art League stay strong and maintain that important cultural destination in Town Square for the City of Baytown.

At 7:57 P.M., Mayor Capetillo closed the public hearing regarding the City of Baytown Fiscal Year 2022-23 Proposed Municipal Budget.

b. Consider adopting or postponing the adoption of the City of Baytown Fiscal Year 2022-23 Municipal Budget.

A motion was made by Council Member Heather Betancourth and seconded by Council Member Jacob Powell to discuss Item 7.b. The vote was as follows:

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

Nays: None

Approved

Council Member Betancourth shared the Mayor had assigned the Finance Committee to take the Architectural and Engineering Committee's recommendations for the Capital Improvements Projects list and assign funding sources to them. The Architectural and Engineering Committee had largely already done that, and the Finance Committee did mostly agree with their recommendations. Council Member Betancourth only wished to name a few items the Finance Committee had other thoughts on. Those capital project items were as follows:

Capital Project	A&E Recommendation	Finance Recommendation
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Art League Building	½ Debt Issuance and ½ Cash-Funded	Entirely Cash-Funded
Jenkins Park Pavilion	Defer Replacement Design	No Deferment and MDD Funded
American Little League	Lower Amount to \$850,000	Agreed, but that be Cash-Funded
100 Block of Texas	Cash-Funded	No Preference on Funding Source

The last thing the Finance Committee discussed and agreed upon was capping the debt issuance at \$25 million. With that, Mayor Capetillo stated he wished to continue the collaborations between the two Ad Hoc Committees on the prioritization of projects, their funding sources, and so on. His recommendation, as they heard from the public that night, was to take those thoughts and make adjustments to the proposed budget itself. In September 22, 2022, he requested Council’s full attendance as he would ask them to consider the adoption of the budget that day. Council Member Lester commended the Finance Committee for their great job, and requested time to review that.

Council Member Alvarado commented over the Art League Building and noted it was leased. The contract stated there was no obligation for the City to make any repairs unless it was deemed unsafe. Since Council would be altering the parameters, she asked if they needed to remake that contract. Council could set a precedent in spending such amounts of money to fix a building where the contract stated they had no obligation. City Manager Rick Davis assured the contract protected the City from any obligation to make repairs beyond what was stipulated by the agreement, but it also did not preclude them. An area of the agreement anticipated and empowered the City to make improvements to the building at the City’s discretion. City Attorney Scott Lemond added it was not unusual in a lease for the landlord and property owner to make major health and safety type of repairs—even when there were clauses that otherwise allowed or required that of the tenant. Council Member Alvarado wondered if the City was precluded to make those updates anyways, should Council consider adding that to preventative maintenance? Council favored that notion.

Furthermore, Finance Director Victor Brownlees applauded Council for the collaborative and inclusive nature of their discussions at their Work Sessions as well as the work of the two Ad Hoc Committees. Mr. Brownlees reminded Council September 22, 2022, was their last opportunity to approve the budget and Council would not have the opportunity to make any further amendments. He understood Council wished to see the amendments to the budget, so he sought their guidance on that to be able present that revised budget on September 22nd. As Council would postpone the item to September 8th, Mayor Capetillo expected to have an item again for any discussion. He wished for everything that had been expressed that evening to reflect those adjustments, and further requested Council to give their final input so the budget could be finalized. At that point, Mr. Brownlees would have two weeks once it was proposed on September 22nd and if they needed more time, Mayor Capetillo would call for a special meeting. Council had definitively until September 27th, but the Mayor anticipated Council would adopt the budget on September 22nd.

In summary, Mr. Brownlees understood Mayor Capetillo would like for him to give Council something at the first meeting in September that reflected their discussion to date with the hope that on September 22nd Council would adopt the budget. Mayor Capetillo agreed and shared what he would like to see reflected on the budget: the contingency be at \$2 million, seventy-five days for their reserves, and a significant tax rate reduction. He requested Council for any additional thoughts at that time, or to report those thoughts to Staff. In looking at the Finance Committee’s recommendation, Council Member Alvarado had a question over the projects that were moved to cash. Would they be allocated that year and would the Planning Department have the capacity to

do that? Mr. Brownlees answered, yes, it would be in next year's budget and he had been assured there would be staff available to do those projects. In addition, Council Member Lester commented he would not like to see that 2.5¢ tax break impacted. Council Member Presley commended Mayor Capetillo for their Ad Hoc Committees as he believed they were helpful to the budget process.

A motion was made by Council Member Mike Lester and seconded by Council Member Laura Alvarado to suspend Item 7.b. no later than September 22, 2022. The vote was as follows:

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

Nays: None

Approved

8. PROPOSED REZONING OF APPROXIMATELY 0.33 ACRES OF LAND LOCATED AT 315, 319, AND 325 E. DELEE AVENUE

a. Conduct a public hearing concerning a request to amend the official zoning map to rezone approximately 0.33 acres of land located at 315, 319, and 325 E. Delee Avenue from a Mixed Residential at Low to a Medium Densities (SF2) to a Neighborhood Serving Commercial (NSC) zoning district.

At 8:16 P.M., Mayor Capetillo opened the public hearing concerning a request to amend the official zoning map to rezone approximately 0.33 acres of land located at 315, 319, and 325 E. Delee Avenue from a Mixed Residential at Low to a Medium Densities (SF2) to a Neighborhood Serving Commercial (NSC) zoning district.

Planning and Development Director Martin Scribner summarized the subject matter of the hearing. Mr. Scribner explained the item was a rezone of the property listed from SF2 to NCS. Currently, there were businesses in buildings that faced Texas Avenue and there was parking for those businesses on the subject properties. Mr. Scribner stated the current zoning did not allow for that parking, but it was needed. The Future Land Use Map showed the area as SF2, but it did allow for some NCS to be a part of that. The Planning and Zoning Commission held a public hearing in July with no opposition. Both staff and the Planning and Zoning Commission recommended approval.

At 8:18 P.M., Mayor Capetillo closed the public hearing concerning a request to amend the official zoning map to rezone approximately 0.33 acres of land located at 315, 319, and 325 E. Delee Avenue from a Mixed Residential at Low to a Medium Densities (SF2) to a Neighborhood Serving Commercial (NSC) zoning district.

b. Consider an ordinance to amend the official zoning map to rezone approximately 0.33 acres of land located at 315, 319, and 325 E. Delee Avenue from a Mixed Residential at Low to Medium Densities (SF2) to a Neighborhood Serving Commercial (NSC) zoning district.

A motion was made by Council Member Presley and seconded by Council Member Laura Alvarado to approve Ordinance No. 15,178, related to Item 8.b. However, there was a discussion prior to the vote.

Council Member Lester wondered, if the rezone was approved, could commercial businesses be put on those lots? Planning and Development Director Martin Scribner confirmed so. Council Member Lester was concerned, while it was being used for parking, there could be commercial businesses there in the future. Council Member Presley noted it would be Neighborhood Serving Commercial (NSC) and not General Commercial (GC). Therefore, it would be complimentary to serve the neighborhood which Council Member Presley had no objection to. As there was a possibility an NSC commercial business could be right next to a residential, Council Member Alvarado commented it could be like lofts with apartments on top and business on the bottom. Mr. Scribner further assured NSC was much more restrictive than GC which was why staff had no issues with that. Council further discussed the restrictions they believed were set for NSC zonings.

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

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

Nays: None

Approved

ORDINANCE NO. 15,178

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 0.33 ACRES LOCATED AT 315, 319, AND 325 E. DEFEE AVENUE, LEGALLY DESCRIBED AS LOTS 17, 18, 19 AND 20, BLOCK 57 (016 & 051 THOMAS WRIGHT), GOOSE CREEK, BAYTOWN, HARRIS COUNTY, TEXAS, FROM A MIXED RESIDENTIAL AT LOW TO MEDIUM DENSITIES (SF2) ZONING DISTRICT TO A NEIGHBORHOOD SERVING COMMERCIAL (NSC) 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.

9. PROPOSED REZONING OF 25.20 ACRES GENERALLY LOCATED AT THE SOUTHEAST INTERSECTION OF SJOLANDER ROAD AND IH-10

a. Conduct a public hearing concerning a request to amend the official zoning map to rezone approximately 25.20 acres generally located at the southeast intersection of Sjolander

Road and IH-10 from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

Before Mayor Capetillo opened the public hearing, Planning and Development Director Martin Scribner summarized its subject matter. The hearing was over a rezone from Open Space/Recreation (OR) to General Commercial (GC). Mr. Scribner explained when properties were annexed, it automatically became OR due to that being the most restrictive zone the City had. Thus, OR was a placeholder, of sorts, until the City received the plans for the properties. The City had rezoned the adjacent property to the east in the last year to Light Industrial (LI) and was slated for detention. The property in question had no specific plans as there were no users that had been brought to staff's attention. The Future Land Use Map did show large-scale commercial planned for that area, and Mr. Scribner did note the property was near Low Density Single-Family (SF1) to the south. In addition, the map showed OR for a small piece of the property to the east with the rest being LI.

At 8:24 P.M., Mayor Capetillo opened the public hearing concerning a request to amend the official zoning map to rezone approximately 25.20 acres generally located at the southeast intersection of Sjolander Road and IH-10 from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

Mayor Capetillo announced no individuals had signed to speak on the public hearing.

At 8:24 P.M., Mayor Capetillo closed the public hearing concerning a request to amend the official zoning map to rezone approximately 25.20 acres generally located at the southeast intersection of Sjolander Road and IH-10 from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

b. Consider an ordinance to amend the official zoning map to rezone approximately 25.20 acres generally located at the southeast intersection of Sjolander Road and IH-10 from Open Space/Recreation (OR) to a General Commercial (GC) Zoning District.

A motion was made by Council Member Jacob Powell and seconded by Council Member Heather Betancourth to discuss Item 9.b. However, there was a discussion prior to the vote.

Council Member Powell believed General Commercial (GC) would probably be a good fit, but he had an issue with there not being anything for Council to approve of at that time to go on that GC zone. It concerned him due to the residentials directly across the street from the property. If a specific use was defined, it would give those residents an opportunity to share their thoughts. Therefore, Council Member Powell was not in favor of the rezone at that time. With that, Council Member Presley inquired if the applicant mentioned any sort of proposed use. While staff had their speculations, Planning and Development Director Martin Scribner replied there were no specified uses. Ms. Tiffany Foster, at the request of Mr. Scribner, confirmed the property was speculative. One owner had been aware of the rezoning as mentioned in the previous item. With the property in question, she reiterated there were no uses, but there had been thoughts of retail and restaurants because of a market study. However, they did not want to sell nor confirm anything as they did not have the ability to use the property for anything with it zoned as Open Space/Recreation (OR).

Mayor Capetillo shared he agreed with the concerns of Council as GC was a broad zoning. He noted there could be things that would not be complimentary to the residents of the area. With that, he would feel more comfortable knowing what was proposed and requested for the Planning and Zoning Commission's recommendation. Ms. Foster answered the Commission did recommend approval, and further shared that the owner did not believe they could develop the full twenty-five acres. Due to its location and history with hurricanes, the development would require significant detention so a lot of that land would not be developed. Mayor Capetillo still held his concerns and needed an idea of what could go there. He requested to see a site plan so he could look at the type of buffering needed, such as mitigating noise abatement or whatever the case may be. Moreover, Mayor Capetillo wondered how time sensitive was the approval. Ms. Foster replied the owner did have a contract and would not close nor do anything different until they would know they could use the property. With regard to the comment made about the buffering needed, Ms. Foster noted Needlepoint Road had a pipeline which was a natural buffer of about sixty feet, or so, that could not and would not be built upon. On the history of the property, it was noted to have been partially cleared years ago as it was used improperly and then it was annexed by the City. Regardless, Mayor Capetillo would feel more comfortable moving forward with the approval with a site plan.

Ms. Foster questioned if there were any uses Council was looking for. As Council had none, she then asked if there were uses they would not like. With that prompt, Council Member Lester queried over the traffic impact to Needlepoint. Ms. Foster explained the pipeline easement would not allow access to Needlepoint regardless of what the developer would want. At that corner, the developer must also do a traffic impact analysis and provide whatever infrastructure. In addition, it had been discussed amongst engineering staff on widening Sjolander for the traffic flow at that intersection. Ms. Foster then discussed with Council the issues with requesting a site plan from the owners. Council Member Powell noted he had viewed the Planning and Zoning Commission Meeting and it was mentioned that the site could not be developed in to a truck stop. However, in looking at the guidelines for GC, he did not see where it would prohibit that. Mr. Scribner responded there was specific language in the code that truck stops had to be within around 2,000-foot radius of Thompson. Where all truck stops were at now, that was all the City would allow.

On a different note, Council Member Alvarado wished to recognize the individuals that took the time to come to the meeting, present, and hoped for a vote. She understood Council had questions, but she wondered if perhaps that was where Economic Development Manager Bret Gardella could get together with those individuals. Council did not want to waste their time in design work, for example, to try to get and approval and for Council to just shoot it down or there be roadblocks. She suggested Economic Development could work with applicants to look for investors for a plan. Ms. Foster appreciated that and shared the communication they have already had with the City's Economic Development. In that communication with City staff, the following uses were named that would not be developed at that location: a truck stop, travel center, RV park, nor a warehouse. Mayor Capetillo stated having that on record would make him feel comfortable as well as having a representative, or the owners themselves, inform Council they were interested in restaurants and retail. Thus, Ms. Foster relayed to Council the owner was interested in restaurants and retail.

Council Member Powell, nevertheless, recommended Council to postpone the item to allow the residents to know the owner proposed restaurants and retail. He also wished residents would be allowed to speak on that. Mr. Scribner did note no one had showed up to the public hearing of the Planning and Zoning Commission. The City did receive comments on the Baytown Engage site

with concerns about traffic which Ms. Foster had addressed. Another comment was, because it was zoned as OR, they wished for it to stay that way and become a park. Mr. Scribner relayed that was never planned as the Future Land Use Map slated it for large-scale commercial.

The motion on the table for Council to discuss Item 9.b. had not been voted on by Council.

A motion was made by Council Member Jacob Powell and seconded by Council Member Chris Presley to suspend Item 9.b. for no more than thirty (30) days. However, there was a discussion prior to the vote.

Ms. Foster sought clarification if Council still wished for the applicant to design a site plan as that would not happen. Mayor Capetillo understood and, with GC being so broad, he requested they at least identify it would be retail or restaurant. Council Member Presley agreed it would be nice to hear from the applicant their convictions on the project and also in the restaurant and retail concept.

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

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

Nays: None

Approved

10. PROPOSED ANNEXATION OF APPROXIMATELY 55.49 ACRES GENERALLY LOCATED EAST OF NORTH MAIN STREET BETWEEN E. WALLISVILLE ROAD AND FM 1942

a. Conduct the second public hearing regarding the proposed annexation of approximately 55.49 acres generally located east of North Main Street between East Wallisville Road and FM 1942.

At 8:41 P.M., Mayor Capetillo opened the public hearing regarding the proposed annexation of approximately 55.49 acres generally located east of North Main Street between East Wallisville Road and FM 1942.

Planning and Development Director Martin Scribner summarized the subject matter of the hearing. The public hearing, as well as the first reading of the ordinance, was for the second piece of the Bay Creek development from CastleRock Communities. The first half, south of the property, was zoned in the last year. City Attorney Scott Lemond brought to Council's attention that the Planning and Legal staff discussed that particular item because the first public hearing had a typo. The property had been described as approximately 62.02 acres which was not true as it was 55.49 acres. The Legal Department did not feel that was a substantive issue, but he did wish to bring that to their attention. Mr. Scribner further informed that was under Consent Item 13.f. as an amendment to the service agreement. The changing of the acreage number was all that item was intended for.

At 8:43 P.M., Mayor Capetillo closed the public hearing regarding the proposed annexation of approximately 55.49 acres generally located east of North Main Street between East Wallisville Road and FM 1942.

b. Consider the first reading of an ordinance for the proposed annexation of approximately 55.49 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 motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Laura Alvarado to approve Ordinance No. 15,179, related to Item 10.b. The vote was as follows:

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

Nays: None

Other: Council Member Heather Betancourth (Abstained)

Approved

ORDINANCE NO. 15,179

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, MAKING CERTAIN FINDINGS; PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BAYTOWN, TEXAS, AND THE ANNEXATION OF APPROXIMATELY 55.49 ACRES OF LAND, LOCATED GENERALLY EAST OF NORTH MAIN STREET BETWEEN EAST WALLISVILLE ROAD AND FM 1942, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS FOR THE CITY OF BAYTOWN, TEXAS.

11. PROPOSED ORDINANCE

a. Consider an ordinance awarding the Annual Residential Solid Waste Collection, Disposal, and Recycling Services Contract for the City of Baytown to Best Trash, LLC.

Mayor Capetillo announced Ms. Shanna Lopez signed up on the item, but did not wished to speak.

Public Works and Engineering Director Frank Simoneaux presented the item where Council would consider an ordinance awarding a residential solid waste contract with Best Trash for a five-year term. Staff had evaluated the proposals from Waste Management and Best Trash, and strongly recommended the proposal from Best Trash. The company offered several options—of which the bag collection with sixty-five-gallon recycling cart collections for \$21.45 per month was the option recommended by Staff. Mr. Simoneaux listed a few other options and awaited Council's direction.

Mayor Capetillo commented he used a sixty-five-gallon cart for his trash and questioned if that would be picked up by Best Trash. Mr. Simoneaux replied they would only pick up trash cans no more than fifty gallons. It could not be larger carts unless the City went with the cart option. Mayor Capetillo relayed he did not want to put out trash bags because of the location of his residence. If Council went with that option, Council Member Powell commented residents that had their own carts over fifty-gallons would be useless. Assistant City Manager Jason Reynolds noted either options with Waste Management or Best Trash would render those trash cans useless. As the item needed more discussion, Council Member Lester wished to suspend the item for thirty days. Mayor Capetillo requested a matrix of all their options and reiterated his dislike with bag collections.

Mr. Reynolds requested Council to have staff discuss the repercussions of pushing the item. Mr. Simoneaux explained it was a time-sensitive issue as there was an implementation plan and either company would have to purchase new carts. Mayor Capetillo then communicated Council's perspective. Solid waste was their most important contracts when it came to contact with citizens. He discussed how Council received calls, so he wanted to make sure they got the decision right. Council Member Betancourth inquired if there was a hard deadline. Mr. Simoneaux replied the implementation plan included the adoption of the contract that night, so he would need to go back and see if staff could meet their deadline. Nevertheless, he believed the two weeks should work.

A motion was made by Council Member Mike Lester and seconded by Mayor Pro Tem Charles Johnson to suspend Item 11.a. for no more than thirty (30) days. The vote was as follows:

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

Nays: None

Approved

12. PROPOSED RESOLUTIONS

a. Consider a resolution accepting an ExxonMobil donation for District 1 and District 3 park improvements.

Parks and Recreation Director Clifford Hatch announced Connie Tilton with ExxonMobil was present to give Baytown a donation of \$50,000 to go to park projects in Districts 1 and 3 which staff recommended the approval of. Ms. Tilton gave a few words on behalf of ExxonMobil and bestowed to Council a check of \$50,000 after the following motion was approved.

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Laura Alvarado to approve Resolution No. 2,794, related to Item 12.a. The vote was as follows:

Ayes: Mayor Brandon Capetillo, Council Member Laura Alvarado, Council Member Chris Presley, Mayor Pro Tem Charles Johnson, Council Member

Heather Betancourth, Council Member Jacob Powell, and Council Member Mike Lester

Nays: None

Approved

RESOLUTION NO. 2,794

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING A DONATION IN THE AMOUNT OF FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) FROM EXXON MOBIL CORPORATION FOR DISTRICT 1 AND DISTRICT 3 PARK IMPROVEMENTS; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

After Item 12.a., Mayor Capetillo returned to the regular order of the agenda to consider Item 3.a.

b. Consider a resolution granting the petition for the proposed annexation of approximately 53.67 acres of land, generally located at the northeast corner of N SH 146 and FM 1405.

Planning and Development Director Martin Scribner relayed the item was the acceptance of the application for the annexation of 53.67 acres at N SH 146 and FM 1405. The property would go through the rezone process to Light Industrial (LI) and the southern portion of that land would be tentatively slated for two large warehouse type buildings. On the displayed aerial image, Mr. Scribner pointed to a strip of land that would not be part of the annexation and would remain Open Space/Recreation (OR). The section would act as a buffer to the residential that lied to the north.

A motion was made by Council Member Jacob Powell and seconded by Council Member Mike Lester to approve Resolution No. 2,795, related to Item 12.b. However, there was a discussion prior to the vote.

Mayor Pro Tem Johnson inquired how it would affect traffic. Mr. Scribner replied the City had not gotten to that stage of the analysis as of yet which staff would get into more with the rezone.

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

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

Nays: None

Approved

RESOLUTION NO. 2,795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, GRANTING THE PETITION OF BRANTLEY D C TRUSTEE FOR THE PROPOSED ANNEXATION OF APPROXIMATELY 53.67 ACRES, LOCATED AT THE NORTHEAST CORNER OF N. SH 146 AND FM 1405, AND LEGALLY DESCRIBED AS TRACTS 1 & 2 IN THE CHRISTIAN SMITH LEAGUE, ABSTRACT NO. 22, CHAMBERS COUNTY, TEXAS; AUTHORIZING THE PREPARATION OF A SERVICE PLAN; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

13. CONSENT

A motion was made by Mayor Pro Tem Chris Presley and seconded by Council Member Laura Alvarado to approve Consent Agenda Items 13.a. through 13.j., with the exception of Items 13.a. and 13.f. that were pulled for discussion purposes. The vote was as follows:

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

Nays: None

Approved

a. Consider an ordinance awarding a construction contract to T Construction L.L.C., for the Annexation Utilities, Connally Area Package One Project.

Public Works and Engineering Assistant Director Andrea Brinkley gave Council a synopsis of the item at the request of Mayor Pro Tem Johnson. The item was the City's Annexation Utilities Package Project for the Connally Area. The City had one bidder, despite many outreach efforts, who was present that night. Staff had done an analysis of why people did not bid, and the reasons provided were for the market escalations. Contractors could not secure materials in a timely fashion, but T Construction had been able to secure that as well as all of their pricing. Ms. Brinkley spoke favorably on behalf of the firm and recapped the amount of their bid was \$6,940,496. The project was for a large area of water and sewer installation which the duration of that construction would be eighteen months. Ms. Brinkley imparted staff did recommend Council's approval.

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Chris Presley to approve Ordinance No. 15,188, related to Item 13.a. The vote was as follows:

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

Nays: None

Approved

ORDINANCE NO. 15,188

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE BID OF T CONSTRUCTION L.L.C., FOR THE ANNEXATION UTILITIES CONNALLY AREA PACKAGE ONE PROJECT; AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST TO A CONTRACT WITH T CONSTRUCTION L.L.C., FOR THE ANNEXATION UTILITIES CONNALLY AREA PACKAGE ONE PROJECT; AUTHORIZING PAYMENT NOT TO EXCEED THE SUM OF SIX MILLION NINE HUNDRED FORTY THOUSAND FOUR HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$6,940,496.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- b. Consider an ordinance authorizing the settlement agreement with Forde Construction Company, Inc., due to termination of the 2021 Mill and Overlay Contract for the convenience of the City.**

ORDINANCE NO. 15,180

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND THE CITY CLERK TO ATTEST TO A SETTLEMENT AGREEMENT WITH FORDE CONSTRUCTION COMPANY, INC., DUE TO THE TERMINATION OF THE 2021 MILL AND OVERLAY CONTRACT FOR THE CONVENIENCE OF THE CITY; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF ONE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED THIRTY-TWO AND 97/100 DOLLARS (\$162,632.97); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- c. Consider an ordinance approving the South Lagoon Sludge Removal Contract between the Baytown Area Water Authority (BAWA) and Synagro of Texas-CDR, Inc.**

ORDINANCE NO. 15,181

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, APPROVING THE SOUTH LAGOON SLUDGE REMOVAL CONTRACT BETWEEN THE BAYTOWN AREA WATER AUTHORITY AND SYNAGRO OF TEXAS-CDR, INC., AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- d. Consider an ordinance renewing the Annual Hot-Mix Asphalt Contract to Texas Materials Group, Inc., d/b/a Gulf Coast.**

ORDINANCE NO. 15,182

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL HOT-MIX ASPHALT CONTRACT WITH TEXAS MATERIALS GROUP, INC., D/B/A GULF COAST AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF ONE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$170,800.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- e. Consider an ordinance authorizing a Professional Services Agreement with Kendig Keast Collaborative, Inc., for professional planning and ordinance writing services related to updating the Unified Land Development Code.**

ORDINANCE NO. 15,183

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KENDIG KEAST COLLABORATIVE, INC., FOR PROFESSIONAL PLANNING AND ORDINANCE WRITING SERVICES RELATED TO THE DEVELOPMENT OF THE UNIFIED LAND DEVELOPMENT CODE; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$309,500.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- f. Consider an amendment to the ordinance approving the Services Agreement with Castlerock Communities, LLC, concerning approximately 55.49 acres of land located generally east of North Main Street between East Wallisville Road and FM 1942.**

A motion was made by Council Member Jacob Powell and seconded by Council Member Chris Presley to approve Ordinance No. 15,189, related to Item 13.f. The vote was as follows:

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

Nays: None

Other: Council Member Heather Betancourth (Abstained)

Approved

ORDINANCE NO. 15,189

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AMENDED SERVICES AGREEMENT WITH CASTLEROCK COMMUNITIES, LLC, CONCERNING APPROXIMATELY 55.49 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.

g. Consider an ordinance authorizing the first renewal of the Annual Parks Mowing Contract with Grant Smith Mowing to provide services to the following:

- Pirates Bay Water Park;
- Calypso Cove;
- Bayland Marina;
- Community Center;
- City Hall;
- 66 separate locations that include parks, multiple overpass locations and roadway trimming; and
- Off-season bed maintenance for 10 locations.

ORDINANCE NO. 15,184

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, RENEWING THE ANNUAL PARKS MOWING CONTRACT WITH GRANT SMITH MOWING, INC., AND AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN THE AMOUNT OF THREE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED FORTY-FOUR AND 20/100 DOLLARS (\$377,644.20); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

h. Consider an ordinance authorizing the City Manager to negotiate and execute the annual renewal of up to three (3) no-cost, standby contracts for debris monitoring and up three (3) no-cost, standby contracts for debris removal for use in emergencies or disasters to ensure that the City can provide for immediate response and recovery activities.

ORDINANCE NO. 15,185

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE UP TO THREE (3) NO-UPFRONT-COST, STANDBY CONTRACTS FOR EMERGENCY DEBRIS MONITORING SERVICES AND DEBRIS REMOVAL SERVICES, RELATED EQUIPMENT AND SUPPORT SERVICES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

i. Consider an ordinance authorizing a payment to Versaterm, Inc., for the annual support and software maintenance.

ORDINANCE NO. 15,186

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED EIGHTY-

SEVEN THOUSAND EIGHT HUNDRED FIFTY-THREE AND 46/100 DOLLARS (\$187,853.46) TO VERSATERM, INC., FOR ANNUAL SUPPORT AND SOFTWARE MAINTENANCE; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

- j. Consider an ordinance authorizing the Collective Bargaining Agreement with Baytown Professional Firefighters Association, Local 1173.**

ORDINANCE NO. 15,187

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BAYTOWN, TEXAS, AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1173; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

14. APPOINTMENTS

- a. Consider a resolution authorizing the Mayor to consent to and approve the appointment of Mr. Robert Swanson as the Harris County Municipalities Waste Disposal Council's representative to the Gulf Coast Waste Disposal Authority Board of Directors effective August 25, 2022.**

Mayor Capetillo requested Council to consider the resolution without the appointment of a name. As the City of Houston was the largest city in Harris County, Mayor Sylvester Turner was expected to call a meeting with all the mayors of Harris County to go through the nominations and appointment process. Mayor Capetillo informed Council that meeting had not yet been called upon, so an alternative to that would be to send out letters for each of the mayors' signature of approval. If there were enough signatures, then that person would be approved for the appointment.

A motion was made by Council Member Heather Betancourth and seconded by Council Member Jacob Powell to approve Resolution No. 2,796, related to Item 14.a., without the name presented. The vote was as follows:

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

Nays: None

Other: Mayor Brandon Capetillo (Abstained)

Approved

RESOLUTION NO. 2,796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,
TEXAS, APPROVING ITS MAYOR TO APPOINT A DIRECTOR TO THE
BOARD OF DIRECTORS OF THE GULF COAST AUTHORITY.

b. Consider two (2) appointments to the Baytown Area Water Authority.

Mayor Capetillo announced the citizen, Mr. David Isaac, had signed up to speak on the item.

Mr. Isaac wished for Council to consider Dr. Timothy Brockman and spoke well of him.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Heather Betancourth to discuss Item 14.b. However, there was a discussion prior to the vote.

Deputy City Clerk Raquel Martinez relayed the two current members, Ms. Brenda Bradley-Smith and Mr. Brandon Benoit, sought reappointment, but five applications had been filed with the City Clerk's Office. The applicants were named as the following: Dr. Timothy Brockman, Ms. Carol Brodie, Mr. Eric Tegua, Ms. Alyssa Linares, and Mr. David Start. Mayor Capetillo inquired for nominations from Council. Council Member Betancourth encouraged Council to consider new appointments as voters approved for Council Members to have term limits. Thus, she believed a decade of one committee member's opinion was sufficient. In reviewing their rules and procedures, she noted there was an item added by previous councils to consider new appointments as often as necessary for committees instead of reappointing long-serving committee members.

The following Council Members nominated the following applicants:

- Council Member Betancourth nominated Ms. Alyssa Linares
- Council Member Alvarado nominated Mr. Brandon Benoit
- Mayor Pro Tem Johnson nominated Ms. Brenda Bradley-Smith

In relaying their nominations, Council discussed their opinions of Council Member Betancourth's recommendation regarding considering new appointments versus those that were long-serving. Council Member Presley supported the nominations of Ms. Linares and Ms. Bradley-Smith.

The motion on the table for Council to discuss Item 14.b. had not been voted on by Council.

By a show of hands, Mayor Capetillo entertained the nomination of Ms. Alyssa Linares as the first appointment to the Baytown Area Water Authority.

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

Nays: None

Approved

Although she had made a nomination, Council Member Alvarado supported Ms. Bradley-Smith.

By a show of hands, Mayor Capetillo entertained the nomination of Ms. Brenda Bradley-Smith as the second appointment to the Baytown Area Water Authority.

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

Nays: Council Member Heather Betancourth

Approved

c. Consider four (4) appointments to the Baytown Crime Control and Prevention District.

Mayor Capetillo announced the individual, Mr. David Isaac, had signed up to speak on the item.

Mr. Isaac brought to Council's attention the Baytown Crime Control and Prevention District (CCPD) person for District 3 had only attended five out of the eleven meetings. Therefore, he would like for Council to appoint someone new and nominated the applicant Dr. Marissa Moreno.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Jacob Powell to discuss Item 14.c. However, there was a discussion prior to the vote.

The following Council Members nominated the following applicants:

- **District 1**: Council Member Alvarado nominated Ms. Loretta White
- **District 2**: Council Member Presley nominated Mr. Jose Ortega
- **District 3**: Mayor Pro Tem Johnson nominated Mr. Charles Murrell
- **District 5**: Council Member Powell nominated Mr. David Start

The motion on the table for Council to discuss Item 14.c. had not been voted on by Council.

A motion was made by Council Member Laura Alvarado and seconded by Mayor Pro Tem Charles Johnson to approve the four (4) nominated individuals as the appointments to the Baytown Area Water Authority Board. The vote was as follows:

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

Nays: None

Approved

d. Consider four (4) appointments to the Baytown Fire Control, Prevention, and Emergency Medical Services District.

Mayor Capetillo announced Mr. David Isaac had signed up to speak on the Appointment Item.

Mr. Isaac endorsed Mr. Jamari Gilbert for the appointment and spoke favorably on his behalf.

A motion was made by Council Member Laura Alvarado and seconded by Council Member Jacob Powell to discuss Item 14.d. However, there was a discussion prior to the vote.

The following Council Members nominated the following applicants:

- **Mayor**: Mayor Capetillo would nominate an individual at a later date
- **District 1**: Council Member Alvarado nominated Mr. John Adkins
- **District 2**: Council Member Presley nominated Mr. Jamari Gilbert
- **District 5**: Council Member Powell nominated Mr. Barry Hawkins

The motion on the table for Council to discuss Item 14.d. had not been voted on by Council.

Proceeding by a vocal vote, Mayor Capetillo entertained the nomination of Mr. John Adkins as the District One (1) appointment to the Baytown Fire Control, Prevention, and Emergency Medical Services District.

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

Nays: Council Member Heather Betancourth

Approved

By vocal vote, Mayor Capetillo entertained the nomination of Mr. Jamari Gilbert as the District Two (2) appointment to the Baytown Fire Control, Prevention, and Emergency Medical Services District.

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

Nays: None

Approved

By vocal vote, Mayor Capetillo entertained the nomination of Mr. Barry Hawkins as the District Five (5) appointment to the Baytown Fire Control, Prevention, and Emergency Medical Services District.

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

Nays: None

Approved

e. Consider five (5) appointments to Baytown Tax Increment Reinvestment Zone No. One and the Baytown Redevelopment Authority.

Mayor Capetillo announced the citizen, Mr. David Isaac, had signed up to speak on the item.

Mr. Isaac spoke favorably of Mr. Michael Emanuel and wished for Council to consider him.

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Jacob Powell to discuss Item 14.e. The vote was as follows:

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

Nays: None

Approved

The following Council Members nominated the following applicants:

- **District 1**: Council Member Alvarado nominated Mr. Michael Beard
- **District 3**: Mayor Pro Tem Johnson nominated Mr. Oscar Chapa
- **District 5**: Council Member Powell nominated Mr. Kyle Carrier
- **At-Large**: Council Member Alvarado nominated Ms. Marisa Tong
- **Harris County**: Council affirmed the appointment of Ms. Brenda Bradley-Smith

A motion was made by Mayor Pro Tem Charles Johnson and seconded by Council Member Laura Alvarado to approve the four (4) nominated individuals as the appointments to Baytown Tax Increment Reinvestment Zone No. One and the Baytown Redevelopment Authority. The vote was as follows:

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

Nays: None

Approved

15. **MANAGER'S REPORT**

City Manager Rick Davis first yielded his time to Community Development Supervisor Sharon Rose. On July 30th, Ms. Rose relayed the Planning and Development Services Department hosted their 4th Annual Back-To-School Fair. Planning partnered with a lot of local businesses and organizations, including the Baytown Police Department (BPD) that hosted Coffee with A Cop on the same day. Ms. Rose estimated approximately 1,750 people attended the event and their department donated 750 backpacks stuffed with school supplies. The event was supposed to take place from 8:00 A.M. to 12:00 P.M., but they had run out of backpacks by 10:30 A.M.

Planning had received donations from the following local agencies and businesses:

- **Texas Children's Hospital:** 300 Backpacks with school supplies
- **YMCA of Greater Houston:** 300 School supply packs
- **State Senator Alvarado's Office:** 200 Backpacks
- **Harris County Precinct 2:** 75 Backpacks with school supplies
- **JSW Steel:** 70 Backpacks
- **ExxonMobil:** 50 Backpacks
- **Legacy Community Health:** 15 Backpacks
- **Telemundo of Houston:** 3 Laptops with free internet for a year (raffled to students)
- **Target:** \$300 Worth of backpacks and school supplies
- **Norm Tech, LLC:** \$500 in Donations
- **El Toro:** \$400 in Donations
- **Baytown Airport:** \$200 in Donations

Next, Mr. Davis gave kudos to Telecommunicator Daniel Lacraes who helped defuse a potential suicide situation. He then recognized Fire Equipment Operator Sean Saunders for achieving his certification of Advanced Structure Firefighter. Likewise, Emergency Management Coordinator David Alamia received his certification from FEMA Nation Emergency Management Advanced Academy, and had attended their first cohort in FEMA Region 6. The following individuals were recognized to have received Intermediate Structure Firefighter certifications: Firefighter Paramedic Eric Punnell, Firefighter Paramedic Don Lam, Firefighter Paramedic Taylor Brown, and Firefighter Paramedic Charles Eaves. The individuals that received Advanced Structure Firefighter certifications were: Equipment Operator Kevin Eaglin, Firefighter Paramedic Steven Auld, and Deputy Fire Marshal Jeff Kelly. Fire Chief Kenneth Dobson also renewed his Chief Fire Officer designation through the Public Safety Commission on Professional Credentialing.

Moreover, Mr. Davis congratulated Public Information Coordinator Jason Calder for receiving his second Emmy Award. Ms. Calder thanked Mr. Davis and explained to Council the Emmy was for his hour-long documentary for a CBS Station in Oklahoma City. On a separate note, Mr. Davis spoke on the Topping-Off Ceremony for the Hotel Convention Center as well as the Baytown Mall Agreement. Council lastly recognized Public Works and Engineering Assistant Director Andrea Brinkley as it was her final Council Meeting and they wished her well in her future endeavors.

16. COUNCIL MEMBER DISTRICT REPORT

a. Receive a report from Council Member Mike Lester regarding District No. Six projects and programs.

Council Member Lester thanked Public Works and Engineering Director Frank Simoneaux for the road striping happening on their roads, and commended the crews on their excellent job.

b. Receive a report from Council Member Laura Alvarado regarding District No. One projects and programs.

Council Member Alvarado first touched on the Topping-Off event for the Hotel Convention Center and expressed appreciation for everyone who had been involved in the process. The Market Street Corridor was also having a showcase on August 30th from 5:00 P.M. to 7:00 P.M. at the Community Center. Next, Council Member Alvarado wished to congratulate the new officers of the Southwest Edition Civic Association: Mr. Arturo Villegas as their president and Ms. Dahlia Mesa as treasurer. She thanked Community Engagement Coordinator Sabrina Martin and her team who worked with their association. Their next neighborhood meeting was on September 7th at 6:00 P.M. at the Sterling Municipal Library. The association was noted to be working on forming other Civic Associations for the Pelly area as well as in the Central Heights neighborhood in the future.

After a few closing comments from Council regarding the Baytown Mall, Mayor Capetillo proceeded to the following item to adjourn the meeting.

17. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the August 25, 2022, City Council Regular Meeting at 9:43 P.M.

Angela Jackson, City Clerk
City of Baytown



CITY COUNCIL MEETING

1. b.

Meeting Date: 09/22/2022

Subject: August 18, 2022, Budget Work Session 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 Budget Work Session held on August 18, 2022.

PREFACE

This item allows the City Council to review and approve the minutes of the City Council Budget Work Session held on August 18, 2022.

Attachments

August 18, 2022, Draft Budget WS

DRAFT
MINUTES OF THE BUDGET WORK SESSION OF THE
CITY COUNCIL OF THE CITY OF BAYTOWN

August 18, 2022

The City Council of the City of Baytown, Texas, met in a Budget Work Session on Thursday, August 18, 2022, at 2:00 P.M. in the Council Chamber of the Baytown City Hall, 2401 Market Street, Baytown, Texas with the following in attendance:

Laura Alvarado	Council Member
Chris Presley	Council Member
Charles Johnson	Mayor Pro Tem
Heather Betancourth	Council Member
Jacob Powell	Council Member
Mike Lester	Council Member
Brandon Capetillo	Mayor
Rick Davis	City Manager
Scott Lemond	City Attorney
Angela Jackson	City Clerk
John Stringer	Sergeant at Arms

Mayor Capetillo convened the August 18, 2022, City Council Budget Work Session with a quorum present at 2:03 P.M., and with all members present.

1. DISCUSSIONS

a. Discuss the City of Baytown Fiscal Year 2022-23 Proposed Budget.

City Manager Rick Davis opened the item announcing he would turn some time over to Finance Director Victor Brownlees who will pick up where staff left off on the options presented to Council in the previous Budget Work Session, discuss the Capital Improvement Plan (CIP), and finally work their way in to enterprises. Mayor Capetillo added Council would also hear from the Architectural and Engineering Committee Chair. Mr. Davis confirmed that would also be part of the discussion.

Mr. Brownlees proceeded to address the three specific questions Council had in the previous Budget Work Session. 1) The use of their fund balances in the previous years, staff provided Council a sheet with the projected fund balances in the last five years with the actual balances. Mr. Brownlees noted the City always significantly outperformed the budget. 2) A list of all the funded new positions in the budget. 3) The use of contingencies in the previous years which had also been detailed for Council in a provided handout.

The Architectural and Engineering Committee's Recommendation

Council Member Presley relayed the Architectural and Engineering “A&E” Ad Hoc Committee consisted of himself, Council Member Lester, and Council Member Alvarado. Their Committee met three times over the last two weeks—one of which they met with various Department Directors. The Committee’s approach was to scrutinize the CIP list and determine whether the projects were all needs versus wants. In the Committee’s opinion, all of the line items were needed either in the present or in the future. Another consideration of the Committee was to optimize the City’s amount of reserves, so some of the line items would be cash funded. Lastly, the Committee also matched the size, scope, and useful life of the improvements to the maturities of long-term debt. Council Member Presley conveyed they did strive to reduce that amount of debt and interest expenses.

The A&E Committee’s recommendations were to reduce the City’s reserves from ninety-one days to eighty days by cash-funding the items listed in the table below. In addition, the Committee thought about prioritization and recommended a couple line items in the table below to be pushed back twelve months. Those items were: the Facility Maintenance design, the Jenkins Park Clubhouse design, and Russell Park’s drainage. However, the Committee was informed on the Russell Park drainage that there was cash on-hand to begin that process.

AMOUNT	PROJECT	ACTION
\$45,000,000		Beginning Amount
\$2,500,000	Public Safety Facility	Cash-Funded
\$840,000	Municipal Courts Renovations	Cash-Funded
\$500,000	BPD Simulation Training Center	Moved to CCPD
\$560,000	Fire Stations 4-7 and South Command Renovations	Cash-Funded
\$1,220,000	Health, Public Works and Engineering, and Library	Cash-Funded
\$350,000	Art League Building	Revised Scope of Work
\$600,000	Public Works and Engineering Equipment Canopy	Deferred to FY2024
\$200,000	100 Block of Town Square	Cash-Funded
\$650,000	Bayland Marina Park	Deferred Construction
\$270,000	Jenkins Park Clubhouse	Moved to MDD
\$700,000	Russell Park	Deferred to FY2024
\$2,700,000	Wayne Gray Sports Complex Turf and Parking	Deferred; HOT Funds for Turf
\$1,000,000	Market Street Revitalization	Deferred Contingency
\$6,357,743	Garth Road Widening	Deferred Construction Match
\$2,091,124	Contingency	Reduced
\$25,000,000		Recommended Amount

Council Member Presley reported there were only two items the Committee did not reach a unanimous recommendation on due to the information not being provided before the Work Session. The first item was the design of Fire Stations 4, 5, 6, 7, and the South Command Building. On that item, the Committee had questioned if it would be wise to commence all of those at once or would the City prioritize? The second was the American Little League item for \$1.56 million. Parks and Recreation Director Clifford Hatch had informed Council Member Presley that he spoke with the contractors and it would be likely the City could upgrade to new restrooms, a new building, and new concessions for about \$850,000. Council Member Presley believed that number could be cut in half as well. In conclusion of their recommendation, Council Member Presley noted that would bring the City’s total debt down from \$45 million to \$25 million.

In regards to the prioritization and in consideration of the City's bandwidth, Mayor Capetillo agreed with delaying the mentioned items to future budgets. He also recognized Council Member Betancourth and the Finance Committee for ensuring Council maintained that financial framework and balance with the recommendations. Council Member Betancourth had made suggestions at a Municipal Development District (MDD) Meeting for cash funding smaller projects for design which Mayor Capetillo hoped Council could consider. Council Member Alvarado shared that had come up in their Committee Meeting as well as the discussions in their previous Budget Work Session. As they moved projects in to cash funds, the Committee knew they would need to hear from the Planning and Finance Directors to see if the projects could be done. In addition, Council Member Alvarado addressed she was hesitant to reduce their reserves. While she wished Council would be cautious, the City did need to fund some projects with those reserves. With that, Mayor Capetillo requested construction timelines so Council could continue to manage those projects.

Council Member Lester noted the A&E Committee had still not gotten responses on some of the prioritization issues, but he believed they had done a good job regardless. Council Member Betancourth wondered if the expectation was to go through the recommendations at that time. She requested time to digest and understand the information before commenting. As Council deliberated how they would proceed, Council Member Lester took an opportunity to voice their Committee's process on shortening the reserves for cash funding the projects mentioned. He shared he would like to further reduce their recommended eighty days of the reserves to seventy-five days due to the previous four years of their reserves being each over a hundred days.

Mayor Capetillo explained the idea had been for the A&E Committee to look and prioritize the project list and work with staff to see what could be delivered. As the next step, Mayor Capetillo asked the Finance Committee to look at the A&E Committee's recommendations to make suggestion on what would be their target for the reserves and debt issuance. The Finance Committee agreed. Council Member Betancourth additionally inquired if the A&E Committee discussed staff proposing to move \$12 million from the General Fund to the CIP. Council Member Lester replied they had not discussed General Fund issues. They only focused on the projects and the cash available in the reserves. With those \$12 million, he believed there could be more projects that could be cash-funded. Council Member Betancourth asked if Council were to accept the recommendations as is, would the plan still be to move \$12 million to the CIP? Mr. Brownlee confirmed that was still the plan.

Moreover, Mr. Brownlee clarified the overall CIP was the \$45 million of debt, plus the \$12 million cash transfer, and plus the balances in the CIP fund. Instead of debt funding \$45 million, staff would transfer a chunk of that to cash. The proposal was to increase the General Fund cash contributions to \$18 million by adding \$6 million and the \$25 million of debt the Committee had previously outlined. Council Member Lester understood the \$45 million was what Council was willing to issue debt on and the \$12 million was what they would transfer to cover that. It was a \$57 million program. The \$12 million would not impact the \$45 million as Council would work that later on. Except, Council Member Betancourth noted it was increased to \$18 million. Mr. Brownlee replied because Council was reducing the debt, staff would increase the cash side too.

Council Member Powell referenced a separate list of projects and inquired if the A&E Committee had reviewed those as well. The Committee replied they had not and only reviewed the CIP list.

Mayor Capetillo explained the referenced list was what had not been considered for the originally proposed projects of the \$45 million in debt issuance. It was separate, but he offered Council could also discuss those. Mayor Capetillo repeated his recommendations and noted the Finance Department wished to express a few things with regard to the framework.

Additional Tax Rate Proposal

In the previous Budget Work Session, Mr. Brownlees relayed staff discussed various options on the tax rates available. If Council were to reduce the debt issuance down to \$25 million, then Council had the ability to reduce that tax rate even further. The additional proposal was as follows:

- Reduce Tax Rate to 76¢ (2.5¢ cut)
 - Increase Cash Funding of CIP by \$6 million
 - Reduce Contingency to \$1 million (from \$3.25 million)
 - Reduce Fund Balance to 75 days

Mayor Pro Tem Johnson noted the City had previously bought a fire truck with the contingency. It was not planned in the original budget, but there was a need later on. He wondered every time they reduced the tax rate by one cent, how much money was that off the budget? Mr. Brownlees replied that was about \$1.3 million. Mayor Pro Tem Johnson then inquired how much the fire truck had cost which Mr. Brownlees answered about \$1.5 million. Therefore, one cent equated to a fire truck the City had once needed. Mayor Pro Tem Johnson stressed on the health and safety of their community, and requested they look at what the Police and Fire Departments needed. He questioned whether reducing the tax rate would put their citizens at risk, so he recommended to see if there was an opportunity to improve those departments and then consider taking a cent off.

Mr. Brownlees shared that was exactly what staff had done. In the last year, the City had played catch-up with Fire. Now, staff had a different methodology. Mr. Brownlees was confident the City was in a position to be able to keep the pace with that and, at the same time, drive down the property tax rate. Upon further discussion, Council Member Lester questioned how reducing the tax rate to seventy-six cents would impact Industrial District Agreements (IDAs) of which he stated that Mr. Brownlees indicated they would cover that loss with the funds they had. Thus, Council Member Lester believed the City was in good shape and Council had an opportunity to give more back without hurting the City. Mayor Pro Tem Johnson clarified he wished to be sure the City would have enough to cover unforeseen incidents. If staff could assure him the City could, then he was all about giving back.

Council Member Alvarado relayed she had been in line with Mayor Pro Tem Johnson, but she then considered the impact on IDAs. As that continued to be a target for the State, she noted Baytown's budget was a majority of IDAs. While Council wanted to support residents, she questioned what other areas could they reduce because she was wary about what the State continued to push and Baytown losing that IDA money. On the other hand, Council Member Presley more so agreed with Council Member Lester. The one cent reduction was minuscule. City employees received raises each year as they deserved. Citizens, likewise, deserved a raise in their own right and more than a minuscule amount. In regards to the options, he leaned more towards the two and half cent cut.

Council Member Alvarado questioned what expenses fell under the contingency. Mr. Brownlees responded anything that could be legally spent by the City could be covered by the contingency. The contingency was for unforeseen circumstances related to the City's normal course of business. Council Member Lester shared he similarly had a narrow view of what the reserves could be used for. However, Mr. Brownlees had to him indicated Council could tap in to the reserves if the matter was legitimate and Council voted to restructure the budget. Therefore, if there was an unforeseen incident, Council could meet and reduce their reserve days. Council Member Alvarado had convinced Council Member Lester to not reduce it further than seventy-five days. Since Council knew the City would end up well ahead of that, he proposed they use some of that to fund projects, lower their debt ratios, and give a two and a half cents tax cut to their citizens. Council Member Lester further addressed the addition of personnel. If the City was able to do that while being able to give back to citizens, Council needed to take that chance and that year was the year to do it.

Mayor Capetillo had similarly wanted to take a deeper cut, but also agreed that Council did need to be cautious. Nevertheless, the City was financially in a good position to take as much of a tax cut as whatever would be possible. If an unforeseen circumstance were to surface, the City was prepared. Mayor Capetillo would support whatever that tax cut may be, but first wanted the Finance Committee's final recommendation. Then, Council could move forward. Furthermore, he presumed the general consensus of Council at that time was the two and half cent tax cut option.

Based on a previous note made, Council Member Powell asked if there was contingency built in to the different departments that Council was not capturing. In reference to an email he had sent to Council, Health Director Tony Gray responded that contingency was built in to their chemical budget. It was not deemed "contingency," per say, with a line item in the budget. It was just for additional chemicals. Council Member Betancourt also understood department budgets had built-in contingency. Even the CIP had a contingency separate from the general contingency. Mr. Brownlees confirmed that was correct, but departments did not have separate contingencies. The General Fund had contingency and the CIP had a separate contingency related to capital projects.

Departmental Budget Concerns

In going through the budget line items, Council Member Lester questioned the \$300,000 for special services along with concerns over several other line items like education and training and staff development. Council Member Alvarado noted that it was unfair to staff to say that staff was finding ways to add money to the budget. Mr. Brownlees explained special services captured the cost of contracted services of specific specialist expertise. The City had to increase that due to their difficulties in filling in their own positions. Then, Assistant to the City Manager Brian Moran responded that covered \$50,000 for Council District projects. Each Council Member would have \$50,000. On another note, Council Member Lester observed various big jumps in the budget. For general administration, the current year had \$63,000 while the proposed next year had \$202,500. Mr. Brownlees replied that was for a broadband study. Mr. Davis added that was a Council initiative and there were opportunities to seek funding for that.

Furthermore, Council Member Lester wished to address land maintenance. It had never been in the budget before and it was almost for \$157,000. He wondered if the City acquired more land that they had to maintain. Mr. Brownlees answered, no, that was removed from other budget lines in to the purchasing unit. In short, it was consolidated to be managed more effectively. Mr. Brownlees

relayed Council Member Lester was identifying supplemental requests. He directed Council to that page in their budget book to help focus their discussion. Staff had started with a base budget and added a supplemental list which was entirely up to Council to do any or none of those requests.

Council Member Lester pointed to the Public Affairs Department's special services that had been bumped up to \$247,000. Public Affairs Director Thomas Reeves responded that was for the market strategy and research study. A sum of that was moved around from other line items that were not accounted for properly. In terms of special services, the contract webmaster was moved there as well. Council Member Lester asked over Public Affairs' legislated services for \$220,000. Mr. Reeves replied that had been requested to be increased to include a federal advocate. Baytown had success in their state advocacy and now the request had been to add a federal advocate. Mayor Capetillo commented how the City did need help with large scale initiatives in that respect.

Council Member Powell asked about the advertising of the \$108,000. Mr. Reeves answered a lot of that was for the Seize the Bay Campaign for Hulu and Amazon ads. Before the City spent any more money on advertisements, a study would bring a strategy and action plan for the best use of the City's advertising dollars going forward.

Next, Council Member Lester wished to go over the Planning and Development's special services that went from \$250,000 to \$657,000. Planning and Development Director Martin Scribner addressed \$200,000 of that was for the Unified Land Development Code (ULDC) update. In addition, the City was looking at a downtown plan update for \$160,000, a code audit for about another \$50,000, and a streetlight study for about \$100,000. Mr. Scribner explained that was where the majority of those special services expenses came from. On the \$250,000 for that year, \$150,000 was for the ULDC update which had been started yet. Staff only had a month left in the current year's budget, so some of that would be reabsorbed in to the General Fund to be picked up in the next year with that \$200,000. Mr. Scribner relayed staff would probably come back to Council the following year to ask for the remainder of that contract which he anticipated to be around \$100,000.

On Building Maintenance, Council Member Lester noted that went from \$957,000 to \$1,236,000. Public Works and Engineering Assistant Director Kevin Harvill replied that was their standard building maintenance. In the last year, Public Works combined all building maintenance funds in to one and found a lot of deferred maintenance from the departments they did not have the funds to take care of properly. Mr. Harvill relayed they had a zero-debt line now and asked for an increase of about 20% for the next year. Council Member Lester asked if they had zeroed out other budgets which Mr. Harvill answered they just about had. With the work still left with the departments, Public Works and Engineering Director Frank Simoneaux stated there was a small amount left.

Council Member Lester then turned his attention to the Fire Department and their chemical budget that went from \$21,000 to \$115,000. Fire Chief Kenneth Dobson replied that was primarily for the Fire Training Field with the propane for their new industrial prop. Council Member Lester further inquired over Fire's land maintenance that went from \$17,000 to \$52,000. Chief Dobson explained some of that was added for the Fire Training Field as well. He additionally informed Council that they had worked with Finance to add a program in the budget to just address that Training Field.

In continuation, Council Member Lester observed streets had went from \$120,000 in special services to \$180,000. Mr. Simoneaux replied that concerned tree trimmings. On another note,

Council Member Lester saw that traffic control street marking supplies went from \$50,000 to \$150,000 and wondered whether that was a short-term program. Mr. Harvill confirmed so and explained they expanded that program several years ago. Public Works had \$350,000 slated for contract maintenance and slowly cut that budget down to increase their own budget to make up for that. With the \$150,000, he hoped by the end of the next year they would not be so dependent on contractors. Council imparted favorable comments on the note of keeping things in-house. Mr. Simoneaux added one of their department's personnel requests was for a technician on the striping crew. On that same budget, Council Member Lester noted special services jumped from \$15,000 to \$165,000 on traffic. Mr. Harvill explained their traffic engineer resigned, so they had to pay for engineering firms to pick up the design. Council Member Lester wondered whether the City would hire for that position. Mr. Simoneaux explained that position had been posted for several months and they have had only one applicant who was not qualified. Lastly, Council Member Lester noted there was a motor vehicle line item for \$225,000 which was noted to be for a new bucket truck.

Next, Council Member Lester addressed the Health Department's chemical supplies of \$101,000 for aerial spraying. He believed spraying the City in one night would not give any relief if they did not spray Chambers, Harris, Galveston, and Fort Bend Counties at the same time. Thus, he questioned if they needed that. Mr. Gray explained, in the past, Baytown had relied on the State or Federal Government to come in and take care of the issue. He confirmed it was a one-time spray event that would eliminate everything flying at that time. Council Member Lester noted it was never budgeted before. Mayor Capetillo agreed and recalled when the City had needed it, they could not act because it was expensive. He advised they budget for it because there was an approval process. If it did not occur, then they would not spend that money. Mayor Capetillo would rather have it than not be able to address the West Nile Virus, for example, or whatever the case may be.

Council Member Alvarado wished to expand on the Mayor's point that any budget item—if it was not spent—could be used for something else. She wondered if a department did not use an item, could that be used outside of that department? Mr. Gray believed transfers typically happened within departments. Mr. Davis clarified their municipal budget was a collection of authorizations. The budget was a policy statements and not really a collection of money. Before the City expended outside of any line item, staff would continue to have discussion with Council. On that note, Mayor Capetillo explained that was also why the City ended up with 189 days of reserves. It was due to line items such as the staffing vacancies and the City coming out of the COVID pandemic.

Council Member Lester proceeded to question the Health Department's furniture and fixtures—was that targeted for Animal Control? Mr. Gray answered it was not, but it was for their downstairs meeting room at their facility on Defee Street. The City already had the furniture and fixtures for the new animal shelter. Moreover, Council Member Lester noted their special services of \$89,000 was bumped up to \$151,000. Mr. Gray responded \$9,000 of the \$89,000 was for their Local Health Authority Dr. James Bernick for outside service. The rest was a transfer for animal services. The account was typically used for spaying and neutering all animal within their shelter as well as those in foster care. Council Member Lester presumed the City was paying for outside services which Mr. Gray confirmed so.

On a separate note, Mayor Pro Tem Johnson inquired if their overtime included code enforcement outside of their eight to five hours. Mr. Gray replied staff could set that up. Council Member Alvarado added a lot of violations did happen in the evenings and on weekends. She questioned

whether staff thought of having a split shift or anything similar. Mr. Gray answered they had not. In the past, they had an after-hours program, but it was more beneficial to do it in the daylight because staff had to take photographs. Nevertheless, Mr. Gray offered they could take a look at that. Aside from Police and Fire, Council Member Alvarado believed the Health Department warranted evening or split shifts. Council Member Presley agreed with regard to issues in his district. Mr. Gray inquired if they would like that to be for general code enforcement. Council agreed with general. Council Member Lester expanded on Mr. Gray's point regarding working in daylight hours. He noted dusk or evening hours could become precarious for staff to take pictures. Also, taking pictures of peoples' cars in the dark, for example, could accelerate confrontations. On the other hand, the City always targeted programs based on Council's directive on hotspot areas. Mr. Gray continued to address their special services account which also included a trash-off event. Council further discussed that event. Another item included in the account was for a drone.

Council Member Lester then wanted to touch on staff development. Human Resources Director Carol Flynt noted staff development was in every one of the departments' budget. Since October, Department Directors had been meeting and having conversations about recruitment retention. Ms. Flynt shared a few ideas so they could create connection within departments that was important to the retention of their employees. She shared they did try to be modest in figuring out the amount for each of their departments. Council Member Lester asked if she would have oversight on that. Ms. Flynt replied the Directors would continue to have ongoing conversations about what that would look like. Council further discussed matters concerning employees and their retention.

On to the Parks and Recreation Department, Council Member Lester observed chemicals for \$87,000 had been bumped to \$160,000. Parks and Recreation Director Clifford Hatch shared that was just the cost going up. One chemical, in particular, had skyrocketed. Parks Superintendent Cornell Gordon relayed two things had happened: 1) one chemical was no longer available and so staff came up with an alternate solution, and 2) as mentioned, there was that skyrocketing chemical cost. On building improvements for \$280,000, Mr. Hatch explained that was for Town Square turf. For equipment, there would also be a storage facility at Town Square to clean that turf effectively.

The Nature Center

Mayor Pro Tem Johnson recalled their discussions about getting rid of admissions to the Nature Center and requested a comment on the pros and cons of doing that. Parks and Recreation Superintendent of Natural Resources Tracey Prothro shared staff would love to see more people at the Nature Center. Although, the City used to offer free Sundays and Ms. Prothro expressed the park was basically loved to death. Parks had to hire extra people to come out the next day to clean up the trash. In addition, Ms. Prothro detailed their current struggles with parking and overcrowding. With that, she did not believe the Nature Center was ready to be opened up for free. However, she offered they could implement some sort of ranger program to make that work.

Moreover, Mayor Pro Tem Johnson wish to discuss how free admissions would affect the wildlife. Also, what would the ranger program cost and was that in the budget? Ms. Prothro responded that was not in the budget. Parks had requested to move over their existing staff in to the General Fund, so Parks would have to create a ranger program to see what those staff members would cost. As far as the wildlife impact, Ms. Prothro shared there would be more people in areas where they were not supposed to have vehicles, for example, which still happened. She did wish to see more people

out there, but Parks wanted to be able to control where the people are. Staff had also been receiving calls about people shooting seagulls, so Ms. Prothro once again advocated for a ranger program. Council continued to discuss matter concerning the Nature Center. It was noted eliminating fees would also limit their ability to have bird feeding stations which would impact their bird numbers.

With those issues raised regarding the Nature Center, Council continued to discuss whether to waive that admissions fee and also their current fee structure. Mayor Pro Tem Johnson believed Council should leave it as is, have some days where the City could staff for free days, and then move on from there. With the City not having the staff to help with the influx of people, Mayor Pro Tem Johnson believed that was something to consider. Mr. Davis conjectured eliminating the fee would cause people to rush in. However, with the Nature Center being universally open with no fee, he did not see the correlation on that having a tremendous impact on the environment. Mayor Pro Tem Johnson countered that with the poaching issue being increased and also their staffing issue. Council Member Lester considered the Chandler family's wishes who donated the Arboretum properties with the concept that it would be free. He recommended they structure their fees for a more family environment as opposed to fisherman, for example, who took resources out.

Mayor Capetillo believed the intention of the suggestion was to provide a free amenity for people, but there would be consequences. He suggested the City offer, once a month, a Sunday of free access. Thus, the City could prepare for the cleanup and security. He offered they could even limit to people having a Baytown water bill or a Baytown address. Council Member Alvarado further questioned future Nature Center matters with regards to the Wetlands and potential cleanup solutions. She also looked up the average salary for a park ranger, which was around \$20 an hour in Texas, and suggested that be something Council could entertain. Council Member Alvarado was initially in favor of free access, but had been unaware of the issues. Therefore, she leaned more towards the Mayor's suggestion with respect to staff and having that adequate support. Mr. Hatch agreed the first step would be to get those positions funded by the General Fund so the Nature Center could have the flexibility to offer open days. Mayor Pro Tem Johnson inquired for the amount needed. Mr. Hatch replied it was \$206,000 for that year under their operating budget.

General Budget Concerns

Council Member Betancourth observed the Wayne Gray parking expansion and improvements was recommended to be deferred to 2024 to allow the design to be completed. Included in the expansion, however, was the possibility to purchase land. She inquired if that was part of the design or was that also deferred. Public Works and Engineering Assistant Director Andrea Brinkley responded that was in the current year's budget as well as the preliminary engineering and design. Council Member Betancourth also noticed Russell Park drainage had a zero next to it and inquired if that was because it was recommended to be moved to the MDD. Mr. Brinkley replied the City had about \$200,000 in preliminary design for that in the current year's budget, so staff felt they had the funds to do something with that year's money before moving forward in to full design.

Furthermore, Council Member Betancourth addressed there had been comments made about the American Little League park improvements, so she recommended Council discuss their opinions. Council Member Presley recapped \$1.56 million was for the park's suggested improvements and he had questioned if there were any options to reduce the scope of that. The Mayor also suggested a possible relocation. Mr. Hatch informed Council Member Presley one option would be to do new

restrooms and concessions for about \$800,000 to \$900,000 and then develop a long-term plan with the school district because the City did not own that property. The A&E Committee did not have a recommendation on that and were looking for feedback from Council.

Mayor Capetillo shared his reservation was not with the amount, but with understanding the bigger picture. He knew the City needed those three existing fields at the American Little League park, but because of tournaments they would need about eight fields. The City needed to make the improvements, but he was not sure about the Americans with Disabilities Act (ADA) compliance for the press box. Mayor Capetillo suggested Council proceed with the recommended amount because it would take a few years before the City had any kind of select field. He only requested a bigger picture and understanding, not just from Parks, but from the baseball community itself.

Council Member Betancourth inquired what the \$1.5 million would be used for if they only needed \$800,000 to \$900,000. Ms. Brinkley replied it was their estimate that included a playground. Staff wanted to be sure they would not have to come back for Change Orders and the City would need utilities for the restrooms as well. However, the City did have another fiscal year. By the time they completed the design, staff would be able to make sure the City could fully fund that. Ms. Brinkley informed Council, while it was down for the current year, there may be more for the next year.

Council Member Betancourth assumed because the City did not own the land, there may be opinions to not invest in the American Little League park—similar to Bicentennial Park. Council Member Lester agreed. Mayor Capetillo countered the scale was different, and he did not want to hold back on the improvements that were needed. Council deliberated on that note. Council Member Alvarado agreed with the investments, yet was unsure of the \$1.5 million, to make the park functional. Mr. Davis shared with Council his conversations with Dr. Randal O'Brien. Goose Creek Consolidated Independent School District (GCCISD) was considering transferring that property to the City, so he did not anticipate the property would remain with GCCISD for long. Council Member Presley and Council Member Lester agreed that would make a difference.

If the City and GCCISD worked on an agreement or if they transferred that American Little League property, Council Member Lester would be all in. However, at that time, he was opposed. Mayor Capetillo suggested Council budget for the improvements as the City would receive an indication on that shortly. Council Member Betancourth added Council could consider not spending the money budgeted until that agreement was solidified. At the final budget approval, if the City did not have an agreement, Council Member Lester would vote against that line item. To Council Member Betancourth's point, Council Member Alvarado would still hold that line item. Until Council either had assurance the City had a right to the property or there would be a transfer, Mayor Capetillo recommended to leave in the line item. Council agreed that was fair.

Council Member Presley relayed the American Little League and the Fire facilities were the only items the A&E Committee did not reach a unanimous consensus on. For the Fire facilities, Chief Dobson affirmed they could be prioritized in the order they were listed. Mr. Simoneaux shared his intent was to issue out all facility renovations to one architect as a package. They could prioritize their workload, but Mr. Simoneaux believed it would be more efficient to have one architect do all their designs as he mentioned. In that way, the City's project management would be easier and everything would be ready to move in to construction. Of course, the City did not have to do all constructions on all facilities at once. It could be staged or staggered.

Mayor Capetillo questioned the renovations to Fire Stations 6 and 7 considering they were newer. Mr. Simoneaux stated all the recommended facilities came out of facility assessments. Thus, the newer facilities did have issues. Mr. Simoneaux did have the items looked at to pick out the things that were facility maintenance that could be done in-house. Those items had been separated, so the remaining items were more than just maintenance. Council Member Alvarado shared in their A&E Committee Meeting with the Department Directors, the Committee liked that the City was doing preventative maintenance. Mayor Capetillo did not disagree, but he had wondered what the new Fire Stations remodel would entail. Mayor Pro Tem Johnson reminded Council the Fire Stations were lived in twenty-four hours, seven days a week. He listed a few items that, if they had not been on a maintenance program, he could see why they needed to spend there. Mr. Simoneaux noted staff was trying to increase their facility maintenance program budget.

Council Member Betancourth repeated Council Member Presley's question. If they designed all the facilities that year and if Council did not budget the construction for two or three years, would they have to redesign? Mr. Simoneaux replied it was planned to construct all facilities in the next year. If there was a different plan, staff would delay some of the designs. Council Member Presley was concerned of there being another hefty number to do all the constructions simultaneously. Council inquired for that estimate and Council Member Lester shared his doubts on the remodels being critical to operations. Chief Dobson addressed heating, ventilation, and air conditioning (HVAC) were the big issues with those stations as well as there being no exhaust systems in certain stations. Staff proceeded to convey the plan was fiscally responsible and could be accomplished. Mayor Capetillo imparted Council wanted to be sure of what was financially available and what was able to be delivered. He did not want the City to take on too much that could not be delivered. Council wished to take care of business, meet citizens' needs, and reduce the tax rate as proposed.

On one last item, Council Member Lester queried over the Sterling Library's \$115,000 for computer software. Lead Librarian II Lesley Kohles replied that had been moved out of special services to enhance their catalog software. The software was what people used to search for books which the Library had used for over a decade. Ms. Kohles relayed they would pay about \$16,000 in a one-time implementation fee so they could offer a new and improved catalog software.

In conclusion, Mayor Capetillo suggested there be a shared document for the A&E Committee from a project standpoint and for the Finance Committee regarding funding. With no further questions or comments, Council agreed to meet again for another Budget Work Session on Tuesday, August 24, 2022, at 5:00 P.M. there in the Council Chambers.

2. ADJOURN

With there being no further business to discuss, Mayor Capetillo adjourned the August 18, 2022, City Council Budget Work Session at 4:10 P.M.



CITY COUNCIL MEETING

2. a.

Meeting Date: 09/22/2022

Subject: Present Years of Service Awards - Human Resources

Prepared for: Carol Flynt, Human Resources **Prepared by:** Tracy Woolston, Human Resources

Department: Human Resources

Information

ITEM

Recognize City of Baytown Employees for their Years of Service.

PREFACE

10 YEAR	DEPT	POSITION
DEMICA RAYMOND	ACCOUNTING/FINANCE	ACCOUNTANT I
15 YEAR	DEPT	POSITION
ADAN ESPINOZA	PUBLIC WORKS	MECHANIC I
20 YEAR	DEPT	POSITION
JUAN NAVARRO	POLICE	PATROL OFFICER
25 YEAR	DEPT	POSITION
STEVE OCANAS	POLICE	PATROL OFFICER
SHAWN LATTA	POLICE	PATROL OFFICER
RENE HINOJOSA	POLICE	POLICE LIEUTENANT
RONALD ELLIS	POLICE	PATROL OFFICER
ROBERT PARKER	POLICE	PATROL OFFICER

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.



CITY COUNCIL MEETING

2. b.

Meeting Date: 09/22/2022

Subject: Recognition of Assistant City Manager Kevin Troller

Prepared for: Rick Davis, City Management

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Management

Information

ITEM

Recognition of Assistant City Manager Kevin Troller.

PREFACE

This item allows for City Council and Staff to recognize Mr. Kevin Troller for his 14 years of dedicated service to the City of Baytown.



CITY COUNCIL MEETING

3. a.

Meeting Date: 09/22/2022

Subject: Open Air Vendor appeal for Tony Gray with the Health Department.

Prepared for: Tony Gray, Health

Prepared by: Miriam Hernandez, Health

Department: Health

Information

ITEM

Consider an appeal to the City Council for the denial of two Open Air Vendor permit applications for "Texas Rock Chip" and "In and Out Rock Chip" at the property located at 6430 Garth Road.

PREFACE

This item is the appeal to a denial of an Open Air Vendor permit. The hearing shall be conducted by the city council as referenced under Chapter 74 "Peddlers and Solicitors," Article II "Itinerant Merchants and Open Air Vendors," Division 2 "License," Section 74-67 "Appeal," of the Code of Ordinances, Baytown, Texas.

The following are Mr. Young's Open Air Vendor applications for a rock chip repair center:

- HP 22080299 with an applied date of 08/24/2022 for 6430 Garth Road and
- HP22080308 with an applied date of 08/30/2022 for 6430 Garth Road

Both were denied based on the following:

The property owner at 6430 Garth Road is limited to having only two permitted Open Air Vendors during a 12-month period. Mr. Young's previous two Open Air Vending permits were issued for 6430 Garth Road on the following dates:

- July 1- July 30, 2022, at the HEB parking lot located at 6430 Garth Road, under 'Texas Rock Chip'
- August 1 – August 30, 2022, at the HEB parking lot located at 6430 Garth Road, under 'In and Out Rock Chip'

Therefore, that location is unable to have an Open Air Vendor permit at this time based on the following:

Under Chapter 74 "Peddlers and Solicitors," Article II "Itinerant Merchants and Open Air Vendors," Division 2 "License," Section 74-61 "Required," subsection (e) of the Code of Ordinances, Baytown, Texas:

74-61. Required.

(e) It shall be unlawful for any person to allow more than two open air vendors to operate on each property he owns or leases during a 12-month period.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

No fiscal year impact.

Attachments

Appeal Request- Denied Permit HP22080299.pdf

Appeal Request- Denied Permit HP22080308.pdf

IN & OUT ROCK CHIP REPAIR, INC.
Windshield Repair
P O BOX 399
BARKER, TX 77413

owner at: lyoung011@gmail.com
owner cell: 713-502-8332

September 6, 2022

To: City of Baytown,
Health Department, Tony Gray re: open air vendor

=====

Request for appeal hearing re: denied permit HP 22080299

Permit Number	Project	Address	Permit Type	Status	State
HP22080299		6430 GARTH RD BAYTOW...	Open-Air Vendor Permit	Denied	Recent
HP22060233			Open-Air Vendor Permit	Complete	Recent

Introduction / Background:

Permit Number: HP22080299

[Permit Details](#) | [Tab Elements](#) | [Main Menu](#)

Type:	Open-Air Vendor Permit	Status:	Denied	Project Name:	
IVR Number:	244270	Applied Date:	08/24/2022	Issue Date:	
District:	District 4	Assigned To:	Sieber, Dustin	Expire Date:	
Finalized Date:					
Description:	Rock Chip Repair Previous was Texas Rock Chip July for 30 days; Previous was In & OUT Rock Chip Repair; August 30 days - ending after 6 more days				

... We applied for this permit on August 24, 2022 Tuesday (1 week ago). Since that time, last week, the permit was denied by Dustin Seth based on the screen shot from the Baytown CSS system.

.... We have specifically requested from Baytown Health Department by email to Dustin Sieber for him to advise us back in writing by email to provide with us the date of the denial and also to provide us with the Code / ordinance for which the denial is made. Now, almost a week has passed and we have not heard back from Dustin Sieber, who is employed by the Baytown Health Department. That department receives these permit applications and either issues the permit or denies the permit.

According to the Baytown Code & Ordinances under **Chapter 74 – PEDDLERS AND SOLICITORS**, the code sections provide for various rules and procedures for which the permit may be issued. Previously we met with the City officials in the Health Department to meet and discuss these matters.

Also we tried to meet with the City Legal Department and (1) to schedule a meeting, (2) request a return phone call, or even to (3) simply meet with me momentarily in their offices at the City. None of this was agreeable with the legal department. I was always told they were too busy for things such as this, even when I told the receptionist / legal assistant that I would buy lunch or coffee.

Further, we applied for an exception to some of the code restrictions in regard to this application for the period September 1 -30 since we already were working at that location under a current permit for IN & OUT ROCK CHIP REPAIR, INC. that would expire on August 30 2022.

As that permit for the period ending August 30 was rapidly approaching and we still have heard to answer, then I (and another person from IN & OUT) met with Tony Gray (and his co-worker) in the Health Department. In that meeting, we were told that the ordinance was not originally designed to work against business type setups such as ours, ... but that since the code does not provide a written exception section like some other code permit sections, that they (the Health Department) could not grant an exception. I explained that management and directors are usually given discretion to consider the merits on the facts. However, we were told their hands were tied.

Oddly enough, by example, under **section 74-63 – “Fee; bond.” (a) (2)**it states “**Open Air vendor license. Simultaneously with the filing of the application for an open air vendor license, the applicant shall file with the city a nonrefundable fee in the amount of \$100.00.**”

That seems clear enough, but each time we tried to comply with that and hand deliver a check for payment or cash payment we were told not to do that. Instead, the Health Department required that the application be applied for electronically only via the CSS system. In using that system, there is / was no system to comply with the code section 74-63 (a) (2) because it (CSS) does not allow a method to request or for the applicant to attach that payment. Meanwhile, at all times, we had made a paper copy of the application, and had written checks for the payment but no one at the Health Department would accept that payment (but instead invoice the applicant **ONLY WHEN** the permit is issued).

So, this is just one example of the Health Department not abiding by the Codes as written, but use their own discretion to work around it, or determine a different rule although both are opposite of what the code requires.

Also, since the Health Department does not allow you to pay the \$100.00 fee permit at the time of the application and then does not invoice you when you are denied, then the Health

department again is not following the Code, the rules and ordinances. In this one case of permit HP22080308, this decision outside of the code has costs the city \$100.00. (In our case, we agreed to pay the monthly permit fee for each of the 12 months if the permit is approved under the exception request).

So once again, this second example demonstrates that the Health Department may agree to follow its own “set rules” at the time and may not choose to the written ordinance as clearly stated.

Again, as noted elsewhere, based on the arguments we previously made in that written appeal (to “Common Sense”) an exceptions, by their own statements, make sense that a company like Texas Rock Chip, or Rock Chip Doctor should be allowed to continue its operations at H-E-B on Garth Road since it is a community benefit.

There are other points that could be and may be raised as well.

=====

Under **Sec. 74-67. – Appeal (a)**. It states ... **“An applicant may appeal the decision of the director regarding a denial or revocation of a license by filing a written request for a hearing with the director within ten days after the director issues notice of the denial or revocation. The director’s decision on the application or revocation shall be final unless an appeal is timely filed.”**

Therefore, we do request to make our appeal under the above section. The code request the appeal to be made to the director (Tony Gray) so we are sending this by email today via tony.gray@baytown.org.

Sec. 74-67 Appeal (c) outlines the grounds on which the denial is challenged. We have specifically requested in writing to the City to state exactly which code(s) section they are making the denial on. Now since approximately 1 week, we have had to reply to that request made in writing to City employee Dustin Sieber in the Health Department.

(copy of our email to Dustin is below).

L Young (l.young011@gmail.com)

Tue Aug 30 2:56 PM (17 days ago)



to: dustin.sieber, Michele L. Young, me ▾

Tuesday, August 30, 2022

Dustin Sieber
Health Department
City of Baytown

Dear Dustin

I spoke with you by phone on August 24 at 11:05AM. You may remember that call.

I and a company manager was in your department yesterday and I asked for you, but you were unavailable. I also ask for Tony, but he to was unavailable.

On recommendation from the legal department, later that afternoon I went back and 2 other men from your department met with me in the late afternoon about my current permit that ends later today. Meanwhile, we (1) had applied for another period of time starting on September 1, 2022 for In & Out Rock Chip Repair, Inc. and (2) also we prepared a short summary of our request for a variance or exception from any rule that might not allow us to proceed starting in September for In & Out Rock Chip Repair, Inc.

That afternoon, we were told verbally that our variance / exception was denied simply because there was not a written procedure in your code for that section in regard to different permits.

Earlier today, when I logged into your CSS system, your name is associated as denying the application for open-air vendor for In & Out Rock Chip, Inc. for the period Sept 1 - Sept 30 on application HP22080299.

Please advise us in writing by return email (to l.young011@gmail.com) on what day it is denied and specifically what part of your City Code(s) by reference to the code that which you are denying the application for.

Also, we had prepared another application with all of the necessary requirement for opening Rock Chip Doctor, Inc. by application that you have received today for also at H-E-B starting in September on open air vendor permit application HP22080308.

If you / the department deny this application also, then we request that you advise us in writing by return email (to l.young011@gmail.com) on what day it is denied and specifically what part of your City Code(s) by reference to the code that which you are denying the application for.

Sincerely,

Larry Young

Meanwhile, Director Tony Gray is aware of that request in writing and he should have a copy of that request. I had a call from Tony Gray after that email and our "take" from that call is that the denial is perhaps under code section(s) 74-61 (e) ... or perhaps another ? / perhaps Sec 74-61 Required (c) although we have not been provided this specific information as requested by us.

Also, on the Baytown CSS portal, it does not state why the permit is denied. If we are able to have a written response to our request in writing on what section(s) the permit application is denied, then we can accurately supplement our request for this appeal hearing.

We look forward to this meeting so that the City may consider the factors which we believe provide a benefit to (1) the citizens, (2) the City, (3) the Landlord, and (4) the Company (applicant) and its employees / technicians.

Sincerely,

(signed by Larry Young by sending this email with this as an attachment)

Larry Young,

Attorney for the Applicant

ROCK CHIP DOCTOR, INC.
Windshield Repair
P O BOX 399
BARKER, TX 77413

owner at: lyoung011@gmail.com
owner cell: 713-502-8332

September 6, 2022

To: City of Baytown,
Health Department, Tony Gray re: open air vendor

=====

Request for appeal hearing re: denied permit HP 22080308

Permit Number	Project	Address	Permit Type	Status	State
HP22080308		6430 GARTH RD BAYTOW...	Open-Air Vendor Permit	Denied	Recent

Introduction / Background:

Permit Number: HP22080308

[Permit Details](#) | [Tab Elements](#) | [Main Menu](#)

Type:	Open-Air Vendor Permit	Status:	Denied	Project Name:	
IVR Number:	244411	Applied Date:	08/30/2022	Issue Date:	
District:	District 4	Assigned To:	Sieber, Dustin	Expire Date:	
Finalized Date:					
Description:	Rock Chip Repair Center similar to Texas Rock Chip July 1 and In & Out Rock Chip Aug 1				

... We applied for this permit on August 30, 2022 Tuesday (1 week ago). Since that time, the permit was denied by Dustin Seth based on the screen shot from the Baytown CSS system.

.... We have specifically requested from Baytown Health Department by email to Dustin Sieber for him to advise us back in writing by email to provide with us the date of the denial and also to provide us with the Code / ordinance for which the denial is made. Now, almost a week has passed and we have not heard back from Dustin Sieber, who is employed by the Baytown Health Department. That department receives these permit applications and either issues the permit or denies the permit.

According to the Baytown Code & Ordinances under **Chapter 74 – PEDDLERS AND SOLICITORS**, the code sections provide for various rules and procedures for which the permit may be issued. Previously we met with the City officials in the Health Department to meet and discuss these matters.

Also we tried to meet with the City Legal Department and (1) to schedule a meeting, (2) request a return phone call, or even to (3) simply meet with me momentarily in their offices at the City. None of this was agreeable with the legal department. I was always told they were too busy for things such as this, even when I told the receptionist / legal assistant that I would buy lunch or coffee.

Further, we applied for an exception to some of the code restrictions for our previous application for the period September 1 -30 for Texas Rock Chip at H-E-B. That appeal is also *separately requested*.

In that meeting with the city, we were told that the ordinance was not originally designed to work against business type setups such as ours, ... but that since the code does not provide a written exception section like some other code permit sections, that they (the Health Department) could not grant an exception. I explained that management and directors are usually given discretion to consider the merits on the facts. However, we were told their hands were tied.

Oddly enough, by example, under **section 74-63 – “Fee; bond.” (a) (2)**it states **“Open Air vendor license. Simultaneously with the filing of the application for an open air vendor license, the applicant shall file with the city a nonrefundable fee in the amount of \$100.00.”**

That seems clear enough, but each time we tried to comply with that and hand deliver a check for payment or cash payment we were told not to do that. Instead, the Health Department required that the application be applied for electronically only via the CSS system. In using that system, there is / was no system to comply with the code section 74-63 (a) (2) because it (CSS) does not allow a method to request or for the applicant to attach that payment. Meanwhile, at all times, we had made a paper copy of the application, and had written checks for the payment but no one at the Health Department would accept that payment (but instead invoice the applicant **ONLY WHEN** the permit is issued).

So, this is just one example of the Health Department not abiding by the Codes as written, but use their own discretion to work around it, or determine a different rule although both are opposite of what the code requires.

Also, since the Health Department does not allow you to pay the \$100.00 fee permit at the time of the application and then does not invoice you when you are denied, then the Health department again is not following the Code, the rules and ordinances. In this one case of permit HP22080308, this decision outside of the code has costs the city \$100.00. (In our case, we agreed to pay the monthly permit fee for each of the 12 months if the permit is approved under the exception request).

So once again, this second example demonstrates that the Health Department may agree to follow its own “set rules” at the time and may not choose to the written ordinance as clearly stated.

Again, as noted elsewhere, based on the arguments we previously made in that written appeal (to “Common Sense”) an exceptions, by their own statements, make sense that a company like Texas Rock Chip, or Rock Chip Doctor should be allowed to continue its operations at H-E-B on Garth Road since it is a community benefit.

There are other points that could be and may be raised as well.

Under **Sec. 74-67. – Appeal (a).** It states ... **“An applicant may appeal the decision of the director regarding a denial or revocation of a license by filing a written request for a hearing with the director within ten days after the director issues notice of the denial or revocation. The director’s decision on the application or revocation shall be final unless an appeal is timely filed.”**

Therefore, we do request to make our appeal under the above section. The code request the appeal to be made to the director (Tony Gray) so we are sending this by email today via tony.gray@baytown.org.

Sec. 74-67 Appeal (c) outlines the grounds on which the denial is challenged. We have specifically requested in writing to the City to state exactly which code(s) section they are making the denial on. Now since approximately 1 week, we have had to reply to that request made in writing to City employee Dustin Sieber in the Health Department.

Open Air Vendor Permits, applications & Denials 



L Young <lyoung011@gmail.com>
to [dustin.sieber](#), [Michelle](#), bcc: me ▾

Tue, Aug 30, 2:56 PM (7 days ago) ☆ ↶ ⋮

Tuesday, August 30, 2022

Dustin Sieber,
Health Department,
City of Baytown

Dear Dustin,

I spoke with you by phone on August 24 at 11:05AM. You may remember that call

I and a company manager was in your department yesterday and I asked for you, but you were unavailable. I also ask for Tony, but he to was unavailable.

On recommendation from the legal department, later that afternoon I went back and 2 other men from your department met with me in the late afternoon about my current permit that ends later today. Meanwhile we (1) had applied for another period of time starting on September 1, 2022 for In & Out Rock Chip Repair, Inc., and (2) also we prepared a short summary of our request for a variance or exception from any rule that might not allow us to proceed starting in September for In & Out Rock Chip Repair, Inc.

That afternoon, we were told verbally that our variance / exception was denied simply because there was not a written procedure in your code for that section in regard to different permits

Earlier today, when I logged into your CSS system, your name is associated as denying the application for open-air vendor for IN & Out Rock Chip, Inc. for the period Sept 1 - Sept 30 on application HP22060299

Please advise us in writing by return email (to lyoung011@gmail.com) on what day it is denied and specifically what part of your City Code(s) by reference to the code that which you are denying the application for

Also, we had prepared another application with all of the necessary requirement for opening Rock Chip Doctor, Inc. by application that you have received today for also at H-E-B starting in September on open air vendor permit application HP22060308

If you / the department deny this application also, then we request that you advise us in writing by return email (to lyoung011@gmail.com) on what day it is denied and specifically what part of your City Code(s) by reference to the code that which you are denying the application for

Sincerely,

Larry Young

Meanwhile, Director Tony Gray is aware of that request in writing and he should have a copy of that request. I had a call from Tony Gray after that email and our “take” from that call is that the denial is perhaps under code section(s) 74-61 (e) ... or perhaps another ? / perhaps Sec 74-61 Required (c) although we have not been provided this specific information as requested by us.

Also, on the Baytown CSS portal, it does not state why the permit is denied. If we are able to have a written response to our request in writing on what section(s) the permit application is denied, then we can accurately supplement our request for this appeal hearing.

We look forward to this meeting so that the City may consider the factors which we believe provide a benefit to (1) the citizens, (2) the City, (3) the Landlord, and (4) the Company (applicant) and its employees / technicians.

Sincerely,

(signed by Larry Young by sending this email with this as an attachment)

Larry Young,

Attorney for the Applicant



CITY COUNCIL MEETING

4. a.

Meeting Date: 09/22/2022

Subject: Resolution to accept a 2022 National Fitness Campaign Grant

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Clifford Hatch, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider a resolution authorizing the City Manager to accept a 2022 National Fitness Campaign Grant from National Fitness Campaign, LP and Blue Cross Blue Shield of Texas to partially fund the purchase of a Fitness Court® outdoor infrastructure to be installed at Jenkins Park.

PREFACE

This resolution authorizes the City Manager to accept a 2022 National Fitness Campaign Grant in the total amount of \$50,000.00 from National Fitness Campaign, LP and Blue Cross Blue Shield of Texas to partially fund the purchase of a Fitness Court® outdoor infrastructure, digital ecosystem, mobile app, engagement wall, and public art wall from National Fitness Campaign, LP.

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

Resolution - Accepting a Grant for National Fitness Campaign

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A 2022 NATIONAL FITNESS CAMPAIGN GRANT IN THE AMOUNT OF FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) FROM NATIONAL FITNESS CAMPAIGN, LP, AND BLUE CROSS AND BLUE SHIELD OF TEXAS TO PARTIALLY FUND THE PURCHASE OF A FITNESS COURT® OUTDOOR INFRASTRUCTURE TO BE INSTALLED AT JENKINS PARK; 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 authorizes the City Manager to accept a 2022 National Fitness Campaign Grant in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) from National Fitness Campaign, LP, and Blue Cross and Blue Shield of Texas to partially fund the purchase of a Fitness Court® outdoor infrastructure to be installed at Jenkins Park.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



CITY COUNCIL MEETING

4. b.

Meeting Date: 09/22/2022

Subject: Sole source purchase of a Fitness Court© to be built at Jenkins Park

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Clifford Hatch, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider an ordinance authorizing the City Manager to negotiate and execute an agreement with National Fitness Campaign, LP for the sole source purchase of a Fitness Court© to be built at Jenkins Park.

PREFACE

This ordinance authorizes the City Manager to negotiate and execute an agreement with National Fitness Campaign, LP for the sole source purchase of a Fitness Court© outdoor infrastructure, including digital ecosystem, mobile app, engagement wall, and public art wall.

National Fitness Campaign (NFC) is a wellness consulting firm – founded in San Francisco, California in 1979 – that offers grant funding, project management and master planning services to cities, schools and sponsors to build healthy communities. The Fitness Court® is a scientifically designed 7-minute workout system, created by NFC to be the world's best outdoor gym. NFC's mission is to build healthy communities by building an outdoor Fitness Court® within a 10-minute bike ride of every American. Learn more about NFC at nationalfitnesscampaign.com [external link](#).

Funding for this project will be 100% funded by grants or partnerships. The amount of \$50,000 will be provided by a National Fitness Campaign, LP and Blue Cross Blue Shield of Texas grant, and the remaining \$92,350 will be reimbursed by BeWell Baytown.

Fiscal Impact

Fiscal Year: 2021-22

Acct Code: 50210 - 73013

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

Funds Budgeted Y/N: N

Amount Needed: 92350.00

Fiscal Impact (Additional Information):

All funds will be reimbursed by MD Anderson - Be Well Baytown

Attachments

Ordinance - Authorizing purchase of a Fitness Court

Quote

Sole Source Letter

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PURCHASE OF A FITNESS COURT OUTDOOR INFRASTRUCTURE FROM NATIONAL FITNESS CAMPAIGN, LP., TO BE INSTALLED AT JENKINS PARK; AUTHORIZING PAYMENT IN THE AMOUNT OF ONE-HUNDRED, FORTY-TWO THOUSAND, THREE-HUNDRED, FIFTY DOLLARS (\$142,350.00) BY THE CITY OF BAYTOWN OUT OF A FIFTY THOUSAND DOLLAR (\$50,000.00) GRANT FROM NATIONAL FITNESS CAMPAIGN, LP AND BLUE CROSS BLUE SHIELD OF TEXAS, AND A NINETY-TWO THOUSAND, THREE-HUNDRED, FIFTY DOLLAR (92,350.00) GRANT FROM BEWELL BAYTOWN; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to an Agreement with National Fitness Campaign, for the sole source purchase of a Fitness Court outdoor infrastructure, including digital ecosystem, mobile app, engagement wall, and public art wall, to be installed at Jenkins Park.

Section 2: That the City Council of the City of Baytown authorizes payment in the amount of One-Hundred, Forty-Two Thousand, Three-Hundred, Fifty Dollars (\$142,350.00) by the City of Baytown based upon the agreement authorized in Section 1 hereinabove.

Section 3: That the City Council of the City of Baytown authorizes the payment referenced in Section 2 above to be made from grants to the City in the amount of Fifty Thousand Dollars (\$50,000.00) and Ninety-Two Thousand, Three-Hundred, Fifty Dollars (92,350.00), respectively, from National Fitness Campaign, LP and Blue Cross Blue Shield of Texas, and BeWell Baytown.

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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date 8/23/2022

Expiration Date 9/21/2022

Quote Number 00000386

QUOTE

Bill To Name Baytown, TX
Bill To 2401 Market Street
Baytown, PO Box 424 77522

Description	Quantity	Total Price
Fitness Court® and National Campaign Resources	1.00	\$138,000.00
NFC & Blue Cross Blue Shield Texas State Grant Funding Award	1.00	(\$50,000.00)
Freight, Packing and Insurance for shipment	1.00	\$4,350.00

Tax % 0.0000%

Grand Total \$92,350.00

Terms

1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties

2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax exempt status, for which verifying documentation must be provided to Seller. If Purchaser is not tax exempt, sales tax will be applied before Purchase Price is to be considered final or binding.



National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

February 23rd, 2021

To Whom it May Concern,

National Fitness Campaign LP is a consulting firm that partners with public and private organizations to impact quality of life through changing the built environment and community wellness practices. The NFC initiative provides design and planning services, a trademarked outdoor infrastructure product, the Fitness Court®, an integrated digital ecosystem, the Fitness Court® mobile app and engagement wall, and integrated public art wall to approved cities, schools, and organizations that apply to receive an NFC partnership and bring the program to their selected site location.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed below, the trademark ownership of the system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding, it is approved as a sole source across the United States.

A competitive analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as Stanford University and The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were successfully sole sourced, evidenced by public documentation and approvals which have been documented widely. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

While the integrated nature of the products and services is grounds for sole source by most national standards, there are three primary differentiators that validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the below descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

1. *Patented Fitness Court® System*

- A. Fitness Court® is trademarked and owned by National Fitness Campaign LP.
 - a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
 - i. *See Appendix for Trademark Document from the United States Patent and Trademark Office*
- B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.
- C. The Fitness Court® is available only in a single configuration, shown in the



appendix materials. The system includes over 118 unique elements. There is absolutely no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, Individual elements can not be procured separately.

- D. The Fitness Court® has a patented training envelope that accommodates more users per square foot than any other system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's patented equipment and components due to specific requirements set forth by other manufacturers.
- E. Public Art Mural and Digital Engagement Wall
 - a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
 - b. Further, the mural can be periodically re-designed and introduced, to create a rotating art mural.
 - i. NFC provides integrated consulting and design services to assist in this process.
 - c. Digital Engagement Wall
 - i. On the opposite side of the mural wall, the Fitness Court includes a custom digital engagement wall.
 - 1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
 - 2. This information is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
 - 3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.
 - d. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
 - e. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court.
 - i. This scope of services for design and production of commercial grade, anti-graffiti laminate vinyl specific to the Fitness Court® is not provided by any other organization as an integrated service.

2. Fitness Court® App and Digital Tracking System

- a. Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners.
- b. No other outdoor fitness equipment provides a mobile app with the following four categories of functionality:



- c. Mobile App Primary Features
 - 1. Mark Lauren Training Series
 - a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. He has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.
 - 2. Fitness Court® App Live Challenge Feature
 - a. This is a proprietary feature that allows a user to score a 7 station circuit on the Fitness Court® using their mobile device. This feature is not available for any other outdoor fitness product of any kind.
 - 3. Annual Data Analytics Reporting
 - a. Each site partner who builds a Fitness Court® receives an annual data report tracking usage on their Fitness Court®.
 - b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides regular, annual report of key usage metrics using digital, GPS based systems.
 - i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
 - ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.
 - c. See appendix for sample annual user data report.
 - d. See appendix for additional information regarding the Fitness Court® App.

3. National Grant Funding

- a. National Fitness Campaign LP builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations.
- b. For 2021, National Campaign sponsors include:
 - i. The Keith Haring Fitness Court® Signature Series Collection
 - ii. Engineered Installation Solutions
 - iii. Regupol America
 - iv. USA Shade and Fabric Structures
 - v. Badger Sport
- c. To procure a Fitness Court®, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.



- d. This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.
- e. This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location.
- f. For more information, see: <https://nationalfitnesscampaign.com/grants>

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP



National Grant Funding

National Fitness Campaign is a quality of life consulting firm builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and its sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Distributions from this Grant Fund are provided directly to cities, schools, and organizations who qualify for, and are approved to become, campaign partners.

For the 2021 Campaign, National Campaign sponsors include:

1. The Keith Haring Fitness Court® Signature Series Collection in partnership with Artestar and the Keith Haring Foundation
2. Engineered Installation Solutions
3. Regupol America
4. USA Shade and Fabric Structures
5. Badger Sport

Additional state and regional sponsors are now joining the campaign, as well as state recreation agencies and other partners. Sponsor funding and grant distribution varies per state and location, based on participating partners and the presence of campaign sponsors and partners within that region. Funding distributions can vary annually based on these factors, and the overall size of NFC's National Grant Fund.

Participating as a partner in the National Fitness Campaign

To become a partner in the NFC program and bring a Fitness Court® and associated services to a location, an organization must engage in a qualification and feasibility process, and be approved to complete a formal application and be approved for funding and participation.

NFC's feasibility and qualification process is led by consultants that assist eligible cities and schools in determining if they are qualified for participation. Limited funding exists on an annual basis for partners to participate based on NFC grant maximums established for America and each of the fifty states.

Each partner organization that succeeds in submitting a successful application and is approved by the NFC Grant Committee is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

For more information, see: <https://nationalfitnesscampaign.com/grants>

United States of America
United States Patent and Trademark Office

THE FITNESS COURT

Reg. No. 4,307,958

Registered Mar. 26, 2013

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

MITCH MENAGED (UNITED STATES INDIVIDUAL)
1740 KEARNY STREET
SAN FRANCISCO, CA 94133

FOR: PROVIDING OUTDOOR FACILITIES FOR RECREATION ACTIVITIES AND BODY BUILDING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE: 0-0-1979; IN COMMERCE 0-0-1979.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F).

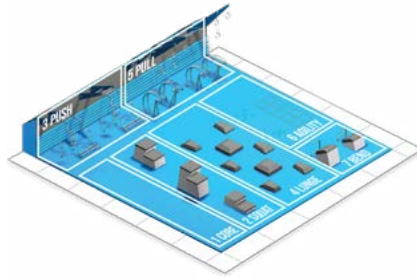
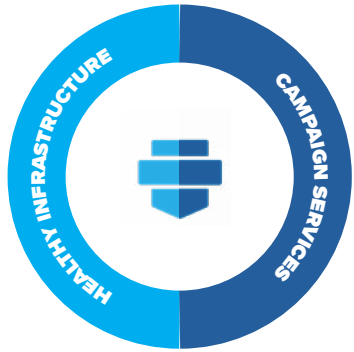
SER. NO. 85-600,534, FILED 4-17-2012.

KIMBERLY FRYE, EXAMINING ATTORNEY



Lisa M. Smith
Acting Director of the United States Patent and Trademark Office

NFC : COMPREHENSIVE PROGRAM CAMPAIGN SUMMARY



FITNESS COURT

21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



7 Minutes 7 Movements



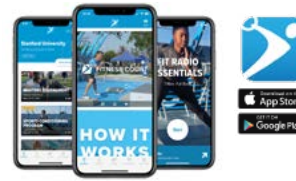
Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programming, Workouts & Content



Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified (*America Council of Exercise*)



Launch & Public Relations

Featured Stories Highlighted through Press and Local Media

FITNESS SEASON 2021

Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series



WORLD-CLASS TRAINING

SPRING

World-class training videos will be available on the Fitness Court App.



WORLD-CLASS TRAINING

SUMMER

World-class training videos will be available on the Fitness Court App.



CHALLENGE SERIES

FALL

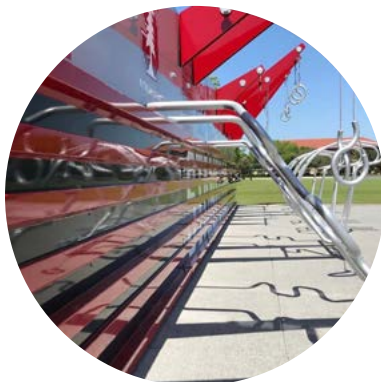
The Fitness Season culminates with local, regional and national challenges for residents.

Made & Manufactured in the USA

Designed by NFC in California.



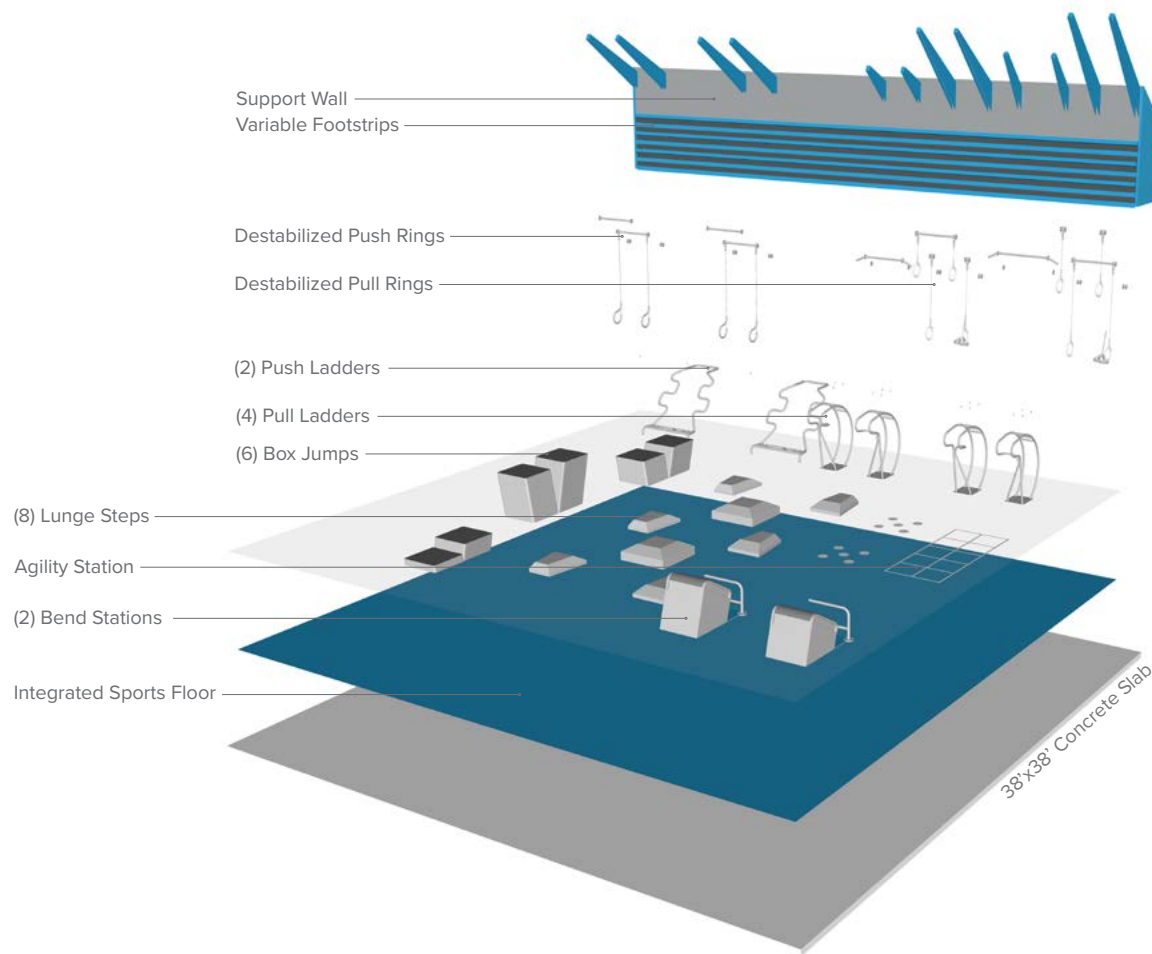
High Quality
 Dual-layer powder-coating
 carbon steel



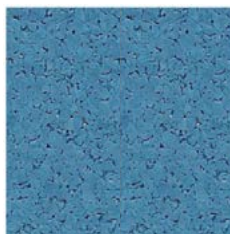
Durable Materials
 Tamper-resistant,
 galvanized & stainless
 steel bolts and fittings.



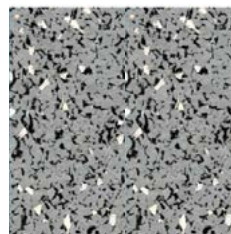
Best In Class
 Anti-graffiti laminate vinyl
 decals



Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.



Top (Blue Option)



Top (Grey Option)



Bottom



Reducer with Tile



Reducer

NFC 2021 CAMPAIGN SPECIFICATIONS PROGRAM SUMMARY



2021 PROGRAM SUMMARY: All items and services below are delivered to approved partners as part of the 2021 Campaign.

HEALTHY INFRASTRUCTURE

FITNESS COURT®

Fitness Court® Description:

32'x35' outdoor bodyweight circuit training system with the following components:

- Seven station circuit training system providing full-body workout modules
- Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics
- Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation

Fitness Court Surface - Tile Surface Specifications

- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

Fitness Court Specifications:

- All structural components are made from high-grade carbon steel
- Structural components receive high-grade dual layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

HEALTHY INFRASTRUCTURE DESIGN SERVICES

Strategic Planning & Feasibility Study

- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

Custom Fitness Court Design Services & Construction & Installation Support

- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- Stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team.
- With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access - EIS (contracted separately)

GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

NFC Grant Funding Qualification

- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

Consensus Building Consulting

- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

Sponsor Strategy Consulting Support

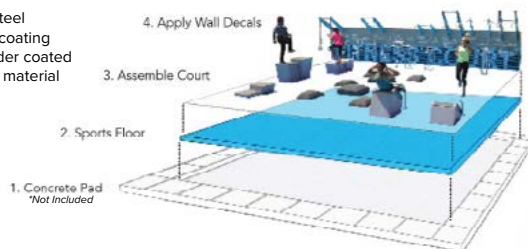
- Up to 10 custom renderings provided by NFC Design Team to support outreach to local sponsors and partners. Up to 5 custom slide presentations provided for in-person meetings and internal stakeholder consensus-building.



Warranty + Maintenance

- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



CAMPAIGN SERVICES

FITNESS COURT® APP

The Fitness Court App

Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- **Classes:** schedule, run and track attendance using the Fitness Court App back-end scheduling tool, providing live class management through the OnSched platform. Training and basic setup provided by NFC within 30 days of launch event.
- **Learn:** video guides deliver workouts, and teach the basics for beginners on the Fitness Court. New content released quarterly, and updated by NFC National Training Team.
- **Train:** individual audio guides. New content released quarterly, updated by NFC National Training Team.
- **Challenge:** competitive tracking allows users to participate in timed, scored challenges, with an option to submit their scores to a national Leaderboard. Acts as a regional and national event qualification tool.

CERTIFIED AMBASSADOR TRAINING

Programming and Training Tools

Fitness Court Ambassadors build and sustain a healthy culture around the Fitness Court ecosystem

- **Learn:** education modules provided by the NFC Training Team are eligible for a range of industry certifications, are offered both in-person and remote, and provide a range of class templates, coaching tips and more to qualified Ambassadors. Partnership includes program vouchers for up to 12 individual Ambassadors per Fitness Court, individually eligible for up to 3 continuing education credits (CECs), approved through the American Council on Exercise (ACE).
- **Train:** classes, clinics and challenges become the building blocks of a Fitness Season, led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- **Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court. Up to five local Ambassadors are eligible to attend an in-person regional training event of their choice in 2021. *Regional training schedule provided May 2021

MEDIA, PRESS, & PROMOTIONS

Promotions and Marketing Package

Media support and community engagement materials excite users and strengthen program adoption

- **Custom Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release, site rendering, and outreach planning tools.
- **Launch Event Promotions Toolkit:** announce the launch of the Fitness Court on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- **NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community.
- **Fitness Court Gear:** minimum \$750 credit towards the official NFC gear store - gear and giveaways (provided in part by national Campaign sponsor, Badger Sport®) nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- **Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).

FITNESS SEASON 2021

Annual Activation Series: 2021 Fitness Season

Bring the Latest Events & Programs to Your Fitness Court® this Year!

- Spring 2021 : 18 new workout routines & video tutorials introduced to the Fitness Court App, featuring pro trainer, Mark Lauren.
- Summer 2021: Classes and Clinics support ongoing programming for group exercise and app-based class
- Fall 2021: Challenge series builds competition & strengthens community. Marks the success of year's activation program for all users.
- Healthy Infrastructure Awards: annual recognition program highlighting exceptional partners and leaders nationwide, winners receive custom awards, decals and press support to announce





Fitness Court

NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, USA
NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919



FITNESS COURT™

SCHEMATIC DESIGN SET



NATIONAL FITNESS CAMPAIGN



NOT FOR CONSTRUCTION

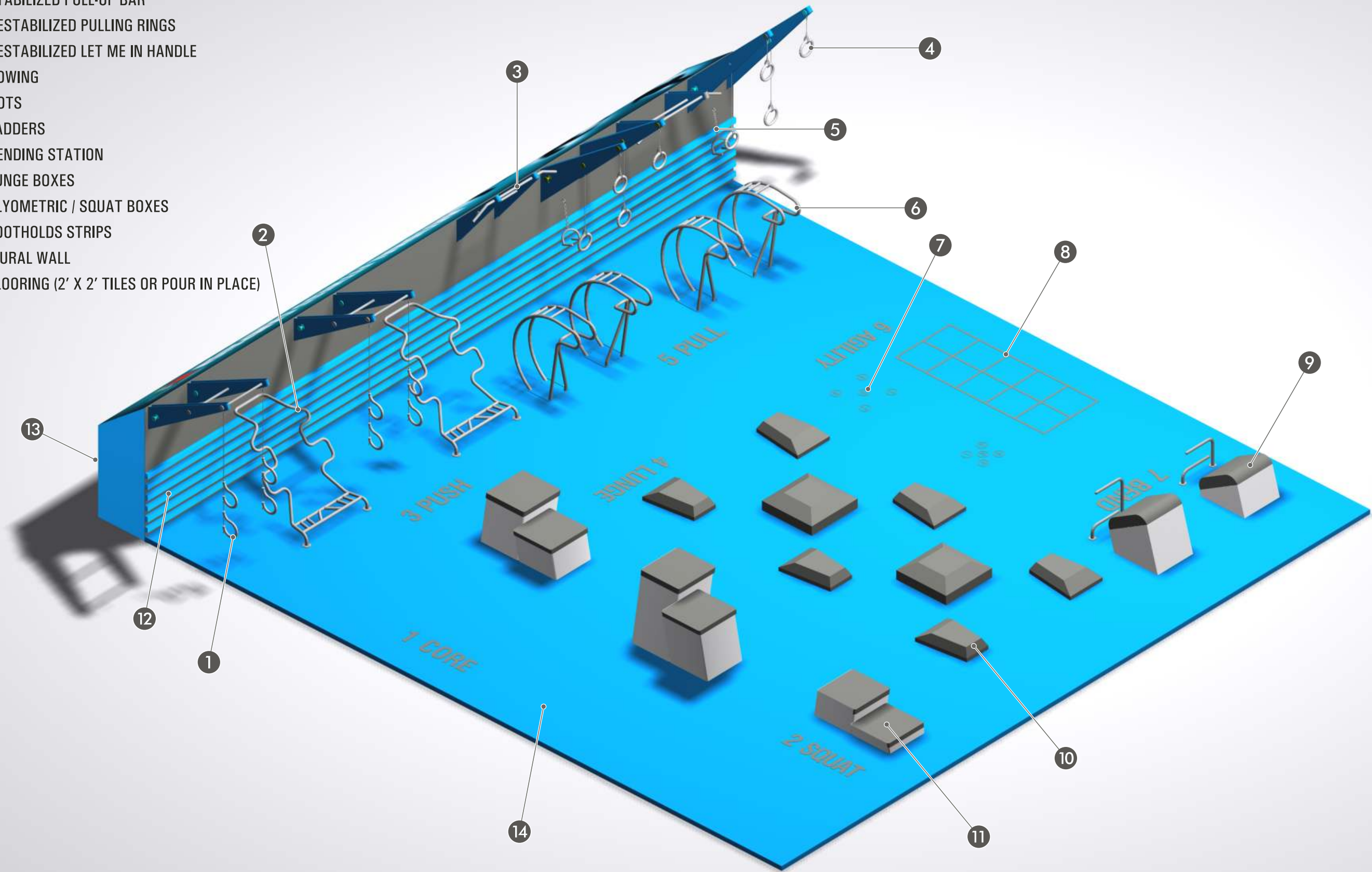
DATE

DESIGN NUMBER
565382

ARCHIVE NUMBER

SHEET
FC 01

- 1 DESTABILIZED PUSHING RINGS
- 2 STABILIZED FREEFORM PUSHING BARS
- 3 STABILIZED PULL-UP BAR
- 4 DESTABILIZED PULLING RINGS
- 5 DESTABILIZED LET ME IN HANDLE
- 6 ROWING
- 7 DOTS
- 8 LADDERS
- 9 BENDING STATION
- 10 LUNGE BOXES
- 11 PLYOMETRIC / SQUAT BOXES
- 12 FOOTHOLDS STRIPS
- 13 MURAL WALL
- 14 FLOORING (2' X 2' TILES OR POUR IN PLACE)

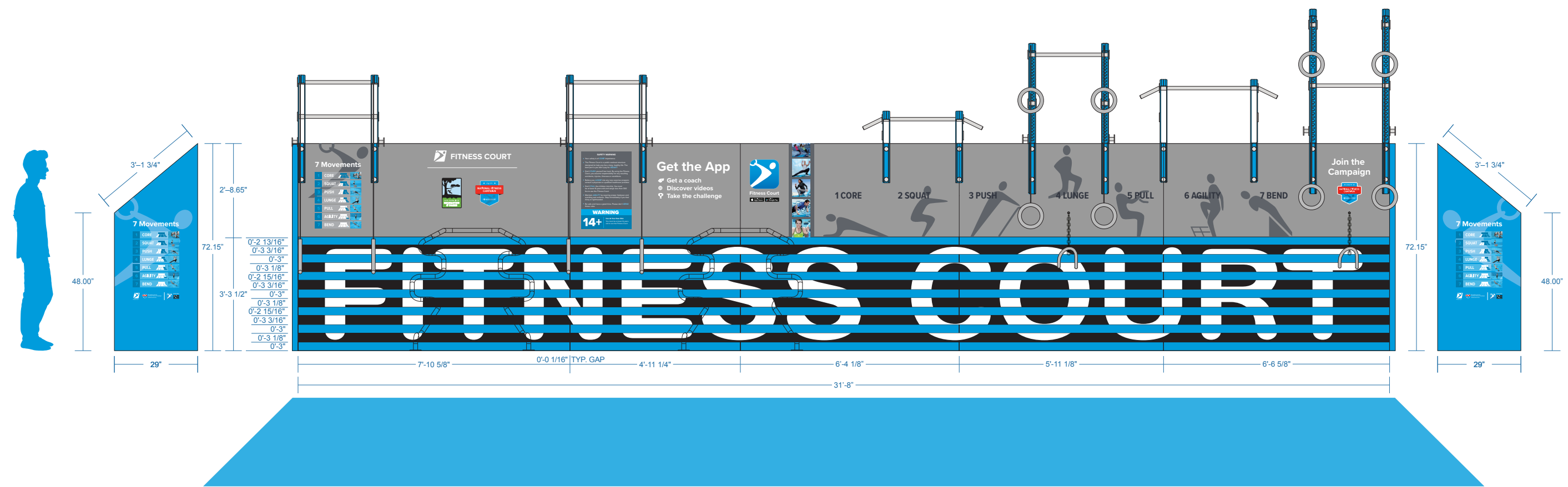


Body Weight Fitness

NOT FOR CONSTRUCTION

NATIONAL FITNESS CAMPAIGN

DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 02



NOTE: Sponsor Recognition shown for reference only. For Custom Decals, additional fee applies.

EQUIPMENT AND FLOOR MARKING LAYOUT

WALL WITH ATTACHED
WALL BRACKETS AND
PULL CHAINS

PUSH STATION
QTY 2

PLYO BOX 1

PLYO BOX 2

PLYO BOX 3
(TALLEST)

PLYO BOX 4

PLYO BOX 5

PLYO BOX 6
(SHORTEST)

PULL STATION RIGHT
QTY 2

PULL STATION LEFT
QTY 2

STATION NAME TEXT
QTY 7 STATION NAMES
(FLOOR MARKING)

LADDER PATTERN
(FLOOR MARKING)

DOTS PATTERN QTY 2
(FLOOR MARKING)

LUNGE STATION 1
QTY 2

LUNGE STATION 2
QTY 8

BEND STATION SHORT

BEND STATION TALL

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CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM NFC AND
FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF
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NOT FOR CONSTRUCTION

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Sole source purchase of a Fitness Court© to be built at Jenkins Park

Company Name: National Fitness Campaign, LP

Department: Parks & Recreation

Date: 09/12/2022

Council Date: 09/22/2022

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

09/12/2022

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

5. a.

Meeting Date: 09/22/2022

Subject: No-new revenue and voter-approval tax rates

Prepared for: Victor Brownlees, Finance

Prepared by: Elizabeth Donato, Finance

Department: Finance

Information

ITEM

Receive the no-new revenue tax rate and voter-approval tax rate.

PREFACE

Section 26.05(b) of the Texas Code requires City staff to submit the tax rates to the City Council and to post on the City's internet website the rates along with additional information prescribed by state law, including an explanation how these tax rates were calculated.

Since the rate that will be proposed is below the no-new-revenue rate and the voter-approved rate, Council may consider the adoption of the rate on September 22, 2022.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There's no fiscal impact information associated with this item.

Attachments

Worksheet

2022 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Baytown

281-420-4845

Taxing Unit Name

Phone (area code and number)

2401 Market St. Baytown, Texas 77520

www.baytown.org

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2021 total taxable value. Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 5,607,011,644
2.	2021 tax ceilings. Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 510,234,163
3.	Preliminary 2021 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 5,096,777,481
4.	2021 total adopted tax rate.	\$ 0.78500 /\$100
5.	2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.	
	A. Original 2021 ARB values:	\$ 563,483,646
	B. 2021 values resulting from final court decisions:	- \$ 424,068,093
	C. 2021 value loss. Subtract B from A. ³	\$ 139,415,553
6.	2021 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2021 ARB certified value:	\$ 362,792,905
	B. 2021 disputed value:	- \$ 119,870,107
	C. 2021 undisputed value. Subtract B from A. ⁴	\$ 242,922,798
7.	2021 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 382,338,351

¹ Tex. Tax Code § 26.012(14)

² Tex. Tax Code § 26.012(14)

³ Tex. Tax Code § 26.012(13)

⁴ Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 5,479,115,832
9.	2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021. Enter the 2021 value of property in deannexed territory. ⁵	\$ 0
10.	2021 taxable value lost because property first qualified for an exemption in 2022. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2021 market value: \$ 1,126,697 B. Partial exemptions. 2022 exemption amount or 2022 percentage exemption times 2021 value: + \$ 17,545,331 C. Value loss. Add A and B. ⁶	\$ 18,672,028
11.	2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022. Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021. A. 2021 market value: \$ 946,336 B. 2022 productivity or special appraised value: - \$ 8,053 C. Value loss. Subtract B from A. ⁷	\$ 938,283
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 19,610,311
13.	2021 captured value of property in a TIF. Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 283,640,401
14.	2021 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 5,175,865,120
15.	Adjusted 2021 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 40,630,541
16.	Taxes refunded for years preceding tax year 2021. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. ⁹	\$ 798,768
17.	Adjusted 2021 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 41,429,309
18.	Total 2022 taxable value on the 2022 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 6,049,249,815 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 322,204,346 E. Total 2022 value. Add A and B, then subtract C and D.	\$ 5,727,045,469

⁵ Tex. Tax Code § 26.012(15)⁶ Tex. Tax Code § 26.012(15)⁷ Tex. Tax Code § 26.012(15)⁸ Tex. Tax Code § 26.03(c)⁹ Tex. Tax Code § 26.012(13)¹⁰ Tex. Tax Code § 26.012(13)¹¹ Tex. Tax Code § 26.012, 26.04(c-2)¹² Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2022 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 428,025,330	
	B. 2022 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 171,747,895	
	C. Total value under protest or not certified. Add A and B.	\$ 599,773,225
20.	2022 tax ceilings. Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 683,062,673
21.	2022 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 5,643,756,021
22.	Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021. Include both real and personal property. Enter the 2022 value of property in territory annexed. ¹⁸	\$ 4,682,427
23.	Total 2022 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2022. ¹⁹	\$ 126,662,759
24.	Total adjustments to the 2022 taxable value. Add Lines 22 and 23.	\$ 131,345,186
25.	Adjusted 2022 taxable value. Subtract Line 24 from Line 21.	\$ 5,512,410,835
26.	2022 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.75156 / \$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. ²¹	\$ _____ / \$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2021 M&O tax rate. Enter the 2021 M&O tax rate.	\$ 0.48931 / \$100
29.	2021 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,479,115,832

¹³ Tex. Tax Code § 26.01(c) and (d)

¹⁴ Tex. Tax Code § 26.01(c)

¹⁵ Tex. Tax Code § 26.01(d)

¹⁶ Tex. Tax Code § 26.012(6)(B)

¹⁷ Tex. Tax Code § 26.012(6)

¹⁸ Tex. Tax Code § 26.012(17)

¹⁹ Tex. Tax Code § 26.012(17)

²⁰ Tex. Tax Code § 26.04(c)

²¹ Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2021 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 26,809,861
31.	Adjusted 2021 levy for calculating NNR M&O rate.	
	A. M&O taxes refunded for years preceding tax year 2021. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. + \$ 475,345	
	B. 2021 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0. - \$ 2,320,868	
	C. 2021 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0	
	D. 2021 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -1,845,523	
	E. Add Line 30 to 31D.	\$ 24,964,338
32.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,512,410,835
33.	2022 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.45287 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³	
	A. 2022 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0	
	B. 2021 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0/\$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴	
	A. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. \$ 0	
	B. 2021 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose. - \$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.00000/\$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0/\$100

²² [Reserved for expansion]²³ Tex. Tax Code § 26.044²⁴ Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose \$ _____ 0 B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose. \$ _____ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____ 0/\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ _____ 0/\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ _____ 0/\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ _____ 0 B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021. \$ _____ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ _____ 0/\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ _____ 0/\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ _____ 0/\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ _____ 0 B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ _____ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ _____ 0/\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ _____ 0/\$100
39.	Adjusted 2022 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ _____ 0.45287/\$100
40.	Adjustment for 2021 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ _____ 0 B. Divide Line 40A by Line 32 and multiply by \$100 \$ _____ 0/\$100 C. Add Line 40B to Line 39.	\$ _____ 0.45287/\$100
41.	2022 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ _____ 0.46872/\$100

²⁵ Tex. Tax Code § 26.0442²⁶ Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2022 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ /\$100
42.	Total 2022 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 16,217,870 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A.	\$ 16,217,870
43.	Certified 2021 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 26,742
44.	Adjusted 2022 debt. Subtract Line 43 from Line 42E.	\$ 16,191,128
45.	2022 anticipated collection rate. A. Enter the 2022 anticipated collection rate certified by the collector. ³⁰ 100.00 % B. Enter the 2021 actual collection rate. 100.18 % C. Enter the 2020 actual collection rate. 103.74 % D. Enter the 2019 actual collection rate. 99.23 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100.00 %
46.	2022 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 16,191,128
47.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,643,756,021
48.	2022 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.28688 /\$100
49.	2022 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.75560 /\$100
D49.	Disaster Line 49 (D49): 2022 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ /\$100

²⁷ Tex. Tax Code § 26.042(a)²⁸ Tex. Tax Code § 26.012(7)²⁹ Tex. Tax Code § 26.012(10) and 26.04(b)³⁰ Tex. Tax Code § 26.04(b)³¹ Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	\$ _____ 0 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	\$ _____ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2021 or in May 2022. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2021. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____ 0
53.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,643,756,021
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ 0 /\$100
55.	2022 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.75156 /\$100
56.	2022 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2021 or in May 2022. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	\$ 0.75156 /\$100
57.	2022 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.75560 /\$100
58.	2022 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.75560 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____ 0
60.	2022 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,643,756,021
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ 0 /\$100
62.	2022 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.75560 /\$100

³² Tex. Tax Code § 26.041(d)

³³ Tex. Tax Code § 26.041(i)

³⁴ Tex. Tax Code § 26.041(d)

³⁵ Tex. Tax Code § 26.04(c)

³⁶ Tex. Tax Code § 26.04(c)

³⁷ Tex. Tax Code § 26.045(d)

³⁸ Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	2021 unused increment rate. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.03261 / \$100
64.	2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	\$ 0.02562 / \$100
65.	2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	\$ 0 / \$100
66.	2022 unused increment rate. Add Lines 63, 64 and 65.	\$ 0.05823 / \$100
67.	2022 voter-approval tax rate, adjusted for unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.81383 / \$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2022 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.45287 / \$100
69.	2022 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,643,756,021
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.00885 / \$100
71.	2022 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.28688 / \$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.74860 / \$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

³⁹ Tex. Tax Code § 26.013(a)

⁴⁰ Tex. Tax Code § 26.013(c)

⁴¹ Tex. Tax Code §§ 26.0501(a) and (c)

⁴² Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code § 26.063(a)(1)

⁴⁴ Tex. Tax Code § 26.012(8-a)

⁴⁵ Tex. Tax Code § 26.063(a)(1)

⁴⁶ Tex. Tax Code § 26.042(b)

⁴⁷ Tex. Tax Code § 26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2021 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.78500 / \$100
74.	Adjusted 2021 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. - or - If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2021 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 / \$100
75.	Increase in 2021 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0.78500 / \$100
76.	Adjusted 2021 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,175,865,120
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 40,630,541
78.	Adjusted 2022 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,512,410,835
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 / \$100
80.	2022 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.81383 / \$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate.	\$ 0.75156 / \$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: <u>26</u>	
Voter-approval tax rate.	\$ 0.81383 / \$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: <u>67</u>	
De minimis rate.	\$ 0.74860 / \$100
If applicable, enter the 2022 de minimis rate from Line 72.	

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.⁵⁰

print
here

Charlene Piggott

Printed Name of Taxing Unit Representative

sign
here

Taxing Unit Representative

Charlene Piggott

Date

9-13-2022

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

⁵⁰ Tex. Tax Code §§ 26.04(c-2) and (d-2)

**§26.05(b) of Property Tax Code
Steps Required for Adoption of Tax Rate & Budget**

Entity Name: City of Baytown

Date: 09/13/2022 02:18 PM

Language Required in the Motion Setting This Year's Tax Rate:

This year's proposed tax rate does not exceed the no-new-revenue tax rate. A motion to adopt an ordinance, resolution, or order setting the tax rate does not require the language about "tax increase" as stated in §26.05(b) of Property Tax Code.

Statement Required in the Ordinance, Resolution, or Order Setting:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-6.19.

Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

City of Baytown ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-6.19.

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
City of Baytown

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$5,479,115,832
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	\$0.48931/\$100
3. M&O taxes refunded for years preceding tax year 2021. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	\$475,345
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	\$2,320,868
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	\$24,964,338
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	\$5,643,756,021
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	\$0.48312/\$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	\$27,266,114
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	\$2,301,776
Comparison of Total Tax Rates	
10. No-New-Revenue Total Tax Rate.	\$0.75156/\$100
11. This year's proposed total tax rate.	\$0.75000/\$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	\$-0.00156
13. Percentage change in total tax rate. Divide Line 12 by line 10.	-0.21%
Comparison of M&O Tax Rates	
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	\$0.45287/\$100
15. This year's proposed M&O tax rate.	\$0.48312/\$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	\$0.03025
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	6.68%
Raised M&O Taxes on a \$100,000 Home	
18. This year's taxable value on a \$100,000 home.	\$100,000
19. Last year's M&O tax rate.	\$0.48931/\$100
20. This year's proposed M&O tax rate.	\$0.48312/\$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	\$-6.19

Notice of Adopted 2022 Tax Rate

City of Baytown ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.68 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-6.19.

After
rate adoption
Website



CITY COUNCIL MEETING

5. b.

Meeting Date: 09/22/2022

Subject: Adoption of the City of Baytown Fiscal Year 2022-23 Municipal Budget

Prepared for: Victor Brownlees, Finance

Prepared by: Monica Fabela, Finance

Department: Finance

Information

ITEM

Consider an ordinance adopting the City of Baytown Fiscal Year 2022-23 Municipal Budget, and setting a proposed tax rate.

PREFACE

After the public hearing on August 25, 2022, Council voted to postpone the adoption of the City of Baytown Fiscal Year 2022-23 Municipal Budget and suspended consideration of the budget for no later than September 22, 2022. This ordinance allows Council to adopt the City of Baytown Fiscal Year 2022-23 Municipal Budget at this time.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Ordinance - Adopt City FY 2022-23 Budget

Proposed FY2022-23 Budget

Budget Adoption Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR, BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, IN ACCORDANCE WITH THE CHARTER AND ORDINANCES OF THE CITY OF BAYTOWN; AND PROVIDING FOR THE PUBLICATION AND EFFECTIVE DATE THEREOF.

WHEREAS, the City Manager of the City of Baytown has submitted to the City Council a budget estimate of the revenues of said City and the expenses of conducting the affairs thereof for the ensuing fiscal year, beginning October 1, 2022, and ending September 30, 2023, and which said estimate has been compiled from detailed information obtained from the several departments, divisions, and offices of the City containing all information as required by the Charter of the City of Baytown; and

WHEREAS, the City Council has received said City Manager's estimate and held a public hearing thereon as provided by Section 44 of the Charter and Section 102.006 of the Texas Local Government Code; and

WHEREAS, after full and final consideration of the public hearing and after certain revisions to the proposed budget, it is the opinion of the Council that the budget as revised should be approved and adopted; NOW THEREFORE,

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

Section 1: That the budget estimate of the revenues of the City of Baytown and the expenses of conducting the affairs thereof for the ensuing fiscal year, beginning October 1, 2022, and ending September 30, 2023, as finally submitted to the City Council by the City Manager of said City (a copy of which is on file in the City Clerk's office) be, and the same is in all things, adopted and approved as the budget estimate of all the current expenses as well as the fixed charges against said City for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

Section 2: That the sum of ONE HUNDRED FORTY-EIGHT MILLION FOUR HUNDRED EIGHTY THOUSAND EIGHT HUNDRED TWO AND NO/100 DOLLARS (\$148,480,802.00) is hereby appropriated out of the General Fund for the payment of Operating Expenses and Capital Outlay of the City Government.

Section 3: That the sum of TWENTY-SIX MILLION FOUR HUNDRED TWENTY-THREE THOUSAND NINE HUNDRED THREE AND NO/100 DOLLARS (\$26,423,903.00) is hereby appropriated out of the General Debt Service Fund for the purpose of paying the accruing interest and redeeming the bonds and debts as they mature on the General Debt Service Fund.

Section 4: That the sum of TWO MILLION NINE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED ONE AND NO/100 DOLLARS (\$2,923,501.00) is hereby appropriated out of the Hotel/Motel Fund for the payment of Operating Expenses and Capital Outlay of the City Government.

Section 5: That the sum of FOUR MILLION FORTY-NINE THOUSAND FOUR HUNDRED FIVE AND NO/100 DOLLARS (\$4,049,405.00) is hereby appropriated out of the Aquatics Fund for the payment of Operating Expenses and Capital Outlay of the City Government.

Section 6: That the sum of FORTY-NINE MILLION FOUR HUNDRED SEVENTEEN THOUSAND SIX HUNDRED SIXTEEN AND NO/100 DOLLARS (\$49,417,616.00) is hereby appropriated out of the Water and Sewer Fund for Operating Expenses and Capital Outlay Costs.

Section 7: That the sum of TWELVE MILLION TWO HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED NINE AND NO/100 DOLLARS (\$12,221,309.00) is hereby appropriated out of the Water and Wastewater Interest and Sinking Fund for the purpose of paying the accruing interest and redeeming the bonds and debts as they mature.

Section 8: That the sum of EIGHT MILLION SEVENTY THOUSAND FIVE HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$8,070,565.00) is hereby appropriated out of the Sanitation Fund for the Operating Expenses and Capital Outlay of the municipally owned Solid Waste Collection System.

Section 9: That the sum of FIVE MILLION ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$5,133,596.00) is hereby appropriated out of the Storm Water Utility Fund for payment of Operating Expenses and Capital Outlay of the City Government.

Section 10: That the sum of THREE MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$3,384,523.00) is hereby appropriated out of the Garage Fund for the Operating Expenses and Capital Outlay for Municipal Garage Services System and Activities.

Section 11: That the sum of FOUR HUNDRED THIRTEEN THOUSAND FOUR HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$413,479.00) is hereby appropriated out of the Warehouse Operations Fund for the Operating Expenses and Capital Outlay for Central Warehouse Activities.

Section 12: That the City Manager is hereby authorized to transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency, in accordance with Section 68 of the Charter.

Section 13: That the City Manager shall have the authority to increase a department's line item budget by the amount equal to outstanding purchase orders as of September 30, 2023, to be appropriated out of the Fund Balance.

Section 14: This ordinance shall be and remain in full force and effect from and after its passage and approval of the City Council, and it shall be published once each week for two (2) consecutive weeks in the official newspaper of the City of Baytown.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

Exhibit "A"

**CITY OF BAYTOWN, TEXAS
ANNUAL PROGRAM OF SERVICES
FISCAL YEAR 2022-23**

PROPOSED BUDGET



**CITY MANAGER
Richard L. Davis, ICMA-CM**

City of Baytown, Texas
2022-2023 Budget
Proposed July 28, 2022

This budget will raise more revenue from property taxes than last year's budget by an amount of \$1,923,894 which is a 4.58 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,078,571.

RECORD VOTE ON BUDGET

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT (and not voting):

ABSENT:

PROPERTY TAX RATE COMPARISON

	<u>2022-2023</u>	<u>2021-2022</u>
Property Tax Rate:	\$0.78000/\$100	\$0.78500/\$100
No New Revenue Tax Rate:	\$0.76189/\$100	\$0.82557/\$100
No New Revenue Maintenance & Operations Tax Rate:	\$0.45922/\$100	\$0.50428/\$100
Voter Approval Tax Rate:	\$0.86573/\$100	\$0.81761/\$100
Debt Rate:	\$0.33221/\$100	\$0.29569/\$100

MUNICIPAL DEBT OBLIGATIONS

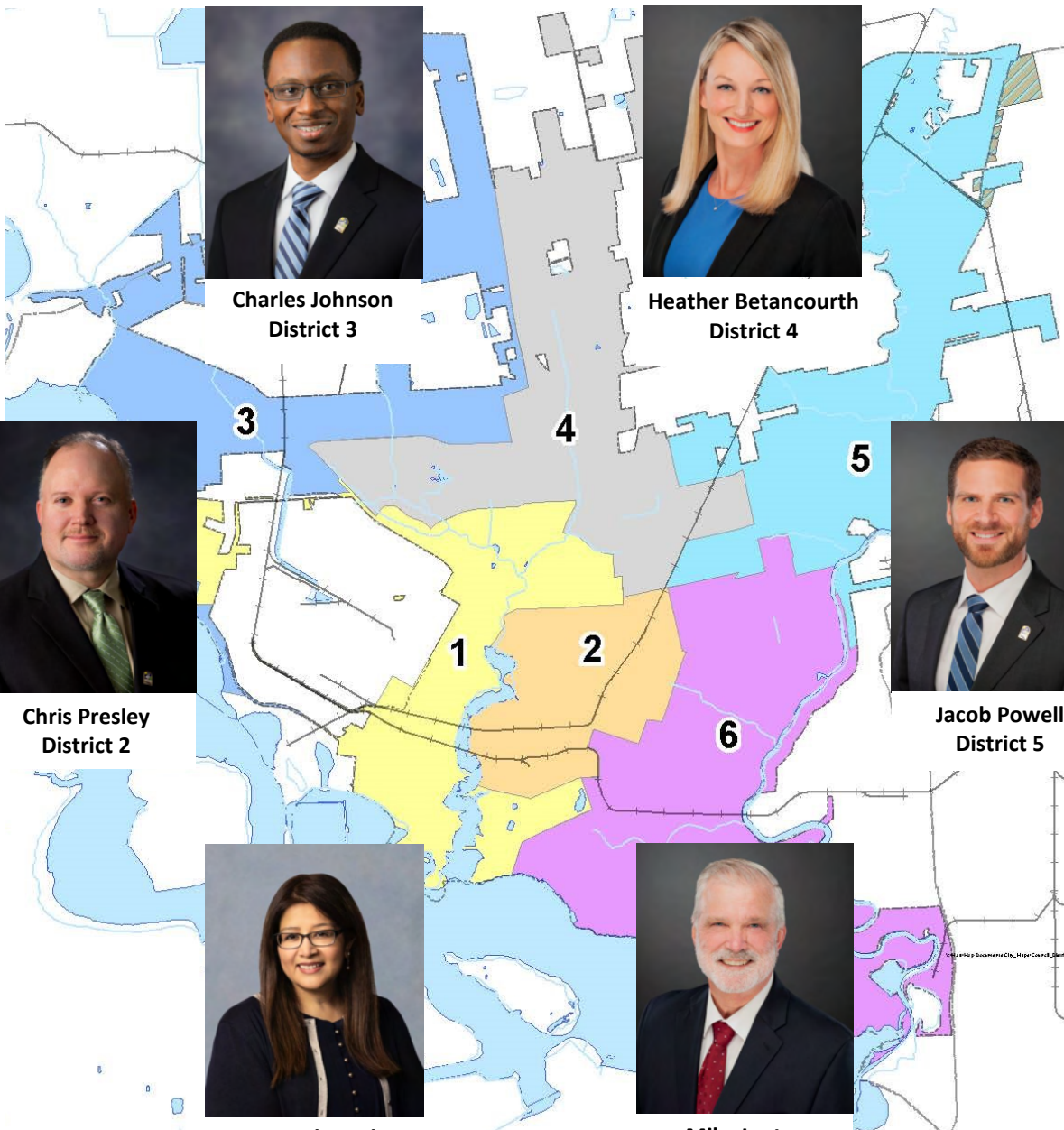
The total amount of City of Baytown, Texas debt obligations secured by property tax is \$18,750,000.

City of Baytown Mayor and Council

Fiscal Year 2023



Brandon Capetillo
Mayor



Charles Johnson
District 3



Heather Betancourt
District 4



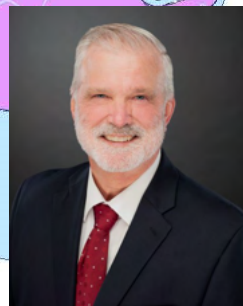
Chris Presley
District 2



Jacob Powell
District 5



Laura Alvarado
District 1



Mike Lester
District 6

CITY OF BAYTOWN

PRINCIPAL CITY OFFICIALS

Richard L. Davis	City Manager
Kevin Troller	Assistant City Manager
Jason Reynolds	Assistant City Manager
Scott Lemond	City Attorney
Julie Escalante	Municipal Court Judge
Victor Brownlees	Director of Finance
John Stringer	Police Chief
Kenneth Dobson	Fire Chief
Thomas Reeves	Director of Public Affairs
Frank Simoneaux	Director of Public Works & Engineering
Martin Scribner	Director of Planning & Development Services
Clifford Hatch	Director of Parks & Recreation
Ed Tomjack	Director of Information Technology Services
Tony Gray	Director of Public Health
Carol Flynt	Director of Human Resources & Civil Service
Jamie Eustace	City Librarian
Angela Jackson	City Clerk

Acknowledgments

The preparation of the budget on a timely basis could not have been accomplished without the efforts and dedication of the Administration, Department Directors and the Budget Staff. We would like to express our appreciation to our staff from various departments who assisted in its preparation.



OUR PURPOSE

Together we enrich lives
& build community

OUR CORE

values

CARING

We demonstrate
in all interactions
our respect &
appreciation for
colleagues &
customers

INNOVATION

We work proactively
to improve processes
and services to
better serve our
customers

COLLABORATION

We pursue
greatness by building
strong, inclusive
partnerships within
the organization &
the community

LEADERSHIP

We inspire and
encourage others

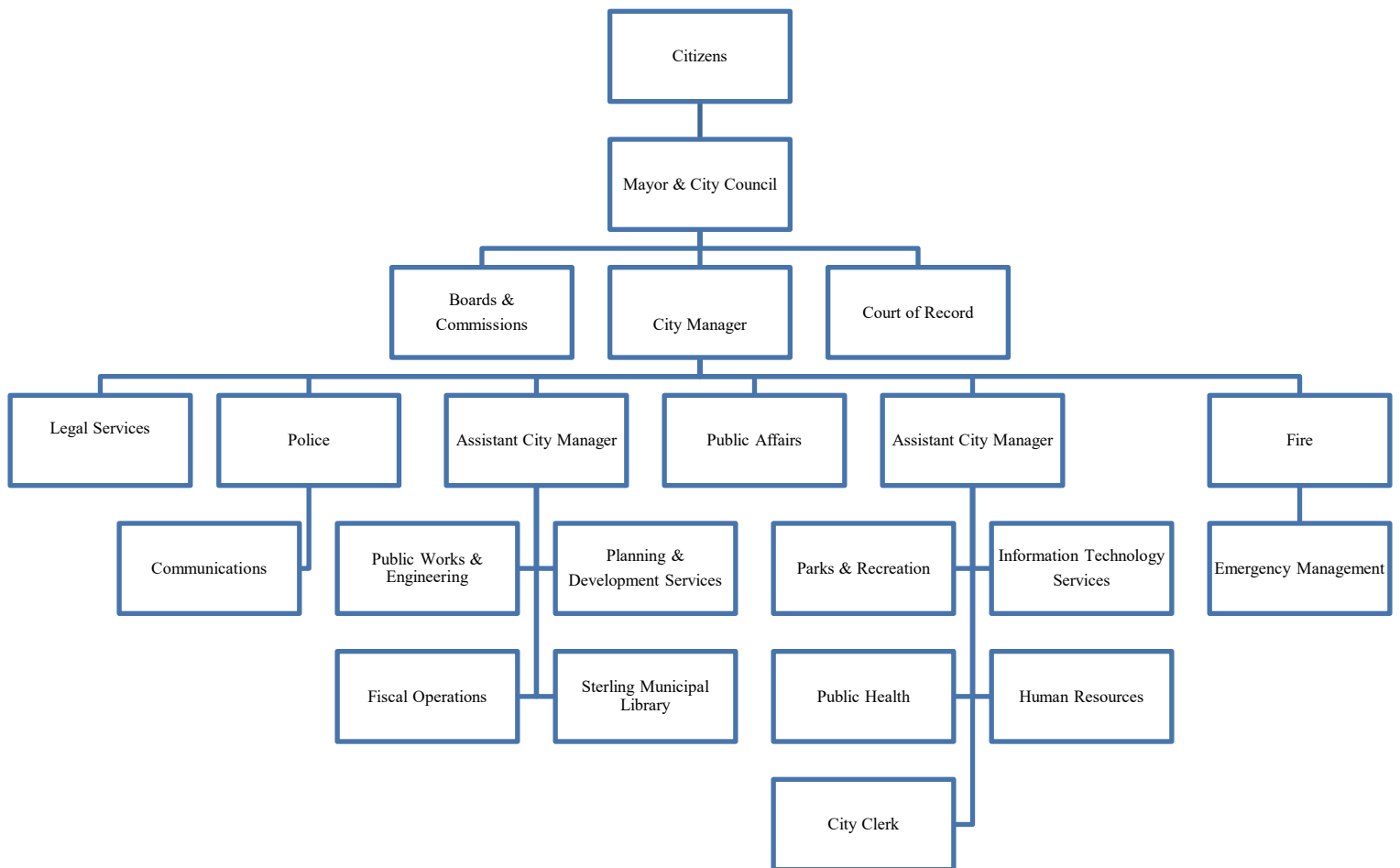
STEWARDSHIP

We thoughtfully and
responsibly manage
the resources
entrusted to us





CITY OF BAYTOWN ORGANIZATION CHART



MAP OF THE CITY OF BAYTOWN, TEXAS



Major Venues Close to Baytown, Texas

Kemah Boardwalk, Kemah	20 minutes
NASA/Johnson Space Center, Houston	25 minutes
Downtown Houston	30 minutes
Hobby Airport, Houston	30 minutes
Minute Maid Field, Houston	30 minutes
BBVA Compass Stadium, Houston	30 minutes
Toyota Center, Houston	30 minutes
NRG Stadium, Houston	35 minutes
Bush Intercontinental Airport, Houston	45 minutes
Galveston, Texas (coastline)	55 minutes



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Baytown
Texas**

For the Fiscal Year Beginning

October 01, 2021

Christopher P. Morill

Executive Director





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Office of the City Manager

RICHARD L. DAVIS, ICMA-CM



July 22, 2021

**Mayor Brandon Capetillo
and the Baytown City Council**

Dear Mayor and Council:

I am honored and pleased to present the annual budget proposal for the City of Baytown's 2021/2022 Fiscal Year. This year's budget theme follows that of our community marketing campaign, "Seize the Bay!" I recognize and am grateful for the contributions of our excellent Finance Department, Department Directors, and of course you our Elected Officials.

Our theme accurately and I believe appropriately parallels the fundamental nature of this budget proposal; as we emerge from a very trying 2020 full of optimism, prepared to embark upon the most aggressive capital investment endeavor in our community's history. Equally unprecedented, we propose doing so while concurrently building our fund reserves, lowering the property tax rate yet again, and continuing to support the programs and initiatives that have lifted Baytown's quality of life.

This budget proposal is based upon citizen priorities identified as part of Baytown's Community Based Strategic Plan. This proposed budget addresses the fifth and final year of implementation and fully addresses your Year 5 goals, initiatives, and strategies. Specifically, this proposal suggests continuing to provide property tax relief, aggressively funding critical infrastructure, investing in quality of life initiatives, implementing technology and process improvements that significantly lift customer experience, and reserving the ability of the City to address possible emerging issues and needs.

We enter the coming budget year with an eye on a very bright horizon. Bolstering our optimism is the realization that our City enjoys the strongest financial position in its history. At its core, this proposal communicates that the future is bright and that our best days are ahead. It is an honor and privilege to submit this proposal for your consideration.

Respectfully,



Richard L. Davis, ICMA-CM
City Manager





Originally three separate towns, the City of Baytown combined Goose Creek (dating back to before 1850), and oil boom towns Pelly (established in the late 1910s) and East Baytown (early 1920s) when it incorporated in 1948. The region was once home to the Kawankawa's Capoque and the Atakapan's Akoksia tribes where Baytown's surrounding bays would have provided the opportunity to live in fairly dense seasonal settlements while taking advantage of the shoreline and bay subsistence resources as well as that of the nearby prairie and flood plain environments. Visitors to the City's historical museum can view many relics from this time in Baytown's history. Fast-forward thousands of years and the Baytown area and its' inhabitants saw the shipwreck of the famed explorer Cabeza de Vaca, and shortly thereafter, the rule of famed pirate, Jean LaFitte.

Located in the Texas Independence Trail region, Baytown is rich in history. Monumental events took place in and around the City, namely the Texas Revolutionary War's Battle of San Jacinto where Texas won its independence from Mexico. Prominent Texas figures such as Ashbel Smith, David Burnet,

and Sam Houston all owned property within Baytown's borders, and even the ferry crossing between the San Jacinto River and Buffalo Bayou, set up by early-resident Nathaniel Lynch, is still in operation today. As a reminder of these instrumental times, some Baytown residents, today, can view the San Jacinto monument from their homes, the symbol of Sam Houston's victory over Mexico's former President Lopez de Santa Anna.

In 1910, an unexpected oil boom promoted the rapid growth of Baytown, catapulting it into the spotlight of success, and eventually helping to form Baytown's community into one centered on industry, including oil, rubber, and chemical plants. Such business continues to thrive here with major corporations investing billions just in the past few years.

Today, Baytown is the third largest city in Harris County and rests along Interstate 10 and State Highway 146 and roughly 30 miles outside of Houston. Baytown's entire west edge is bordered by the Gulf waters feeding in from Trinity Bay, making its convenient and cozy location one of the best-kept secrets. The town square with its outdoor ice rink, the Baytown Nature Center, the Eddie V. Gray Wetlands Center, and the Pirate's Bay Water Park all help to make Baytown a more modern attraction to today's visitors.

The City was incorporated on January 24, 1948 as a Home Rule City operating under the Council-Manager form of government. The City Council is composed of a Mayor and six single district City Council members, elected for three year terms. The Mayor is elected at large. The City's Charter requires the Council appoint a City Manager to act as the chief administrative and executive officer of the City. It is the responsibility of the City Manager to appoint and remove department heads and conduct the general affairs of the City in accordance with the policies of the Council.

Local Economy

The City's strong industrial tax base provides the foundation for stable economic conditions necessary for maintaining a healthy, vibrant economy. The cornerstones of Baytown's industrial development are four world-recognized entities consisting of ExxonMobil, Chevron Phillips, Covestro and Enterprise Products.

ExxonMobil

The ExxonMobil Baytown Complex is one of the largest integrated and most technologically advanced refining and petrochemical complexes in the world. Founded in 1919, ExxonMobil's Baytown, Texas complex is located on approximately 3,400 acres along the Houston Ship Channel. The Baytown complex is comprised of three manufacturing sites (a refinery, a chemical plant and an olefins plant), the chemical company's Technology and Engineering Complex and a regional downstream engineering office.

The Baytown complex is staffed by approximately 3,300 ExxonMobil employees and 6,700 contract personnel, who manage the businesses and operate and maintain the manufacturing facilities on a 24-hour, year-round basis. The Baytown Refinery is one of the largest refineries in the United States, with a crude oil capacity of 584,000 barrels per day. The Baytown Chemical Plant produces more than 9 billion pounds of petrochemical products each year through its three ExxonMobil Chemical manufacturing groups. These are used in everyday products such as polyester fabric and plastic bottles, packaging and appliance parts. The

Baytown Olefins Plant (BOP) produces 10 billion pounds of the world's most widely used primary petrochemicals -- ethylene, propylene and butadiene -- and is feedstock flexible.

The Baytown Technology and Engineering Complex provide worldwide research and development support to ExxonMobil Chemical's global business groups.

Annual, Baytown area Exxon employees, retirees and their families contribute thousands of hours volunteering at more than 200 organizations. Their contributions along with annuitants and the ExxonMobil Foundation, total over \$1.3 million to United Way agencies in Baytown. In the Baytown area, more than \$1.1 million was contributed in community relations programs, which focus on education, environment and health.

To capitalize on abundant supplies of American natural gas, ExxonMobil announced the startup of its new polyethylene facility in the Baytown area and mechanical completion of its new ethane steam cracker in Baytown with startup expected in 2Q18. It has created more than 10,000 jobs over the course of construction and will add about 350 permanent jobs.

Covestro

Another industrial corporate citizen's presence in Baytown, the Covestro Industrial Park, is distinguished by steady expansion. Strategically positioned along Cedar Bayou for barge access, the Baytown plant is located on about 1,700 acres, of which 35% is developed and is home to about 2,000 workers including contract labor and fenceline partners. Since 1971, when the first polyurethane unit started up, the site has grown more than ten-fold. The Baytown facility is the largest of Covestro's U.S. chemicals operations producing polyurethanes, polycarbonates and coatings, adhesives and specialties.



Chevron Phillips Chemical

Chevron Phillips Chemical Company LLC (Chevron Phillips Chemical), with its affiliates, is one of the world's top producers of olefins and polyolefins and a leading supplier of aromatics, alpha olefins, styrenics, specialty chemicals, piping and proprietary plastics. The company currently has \$15 billion in assets, more than \$8.5 billion in annual revenues, and is owned equally by Chevron Corporation and Phillips 66. Chevron Phillips Chemical's Cedar Bayou plant in Baytown is the largest of the company's domestic manufacturing facilities with approximately 980 employees and 2,000 contractors. The Cedar Bayou plant consists of approximately 1,700 acres, and is an integrated chemical complex that manufactures ethylene, normal alpha olefins, poly alpha olefins, 1-hexene, and polyethylene.

Chevron Phillips Chemical built a world-scale ethane cracker in Baytown and two polyethylene derivative units in Sweeny/Old Ocean. This \$6 billion project is called the U.S. Gulf Coast Petrochemicals Project and was completed in 2017. The entire project created 10,000 temporary engineering and construction jobs and 400 permanent jobs. Chevron Phillips Chemical contracted Fluor to build the ethane cracker in Baytown, which has led Fluor to set-up an employment and training facility in Baytown. In addition, the company completed construction of the world's largest 1-hexene unit in 2013; an expansion of its normal alpha olefins unit increasing production by 20% in 2015; and expansion of its poly alpha olefins unit increasing production by 20% in 2017.

Enterprise Products

Enterprise Products Partners L.P., one of the largest publicly-traded energy partnerships and a leading North American provider of midstream energy services, constructed a PDH unit in Industrial District #2, which produces 1.65 billion lbs. per year of Polymer Grade Proylene ("PGP"). This facility is contracted with average 15-year fee-based contracts with investment grade companies.

The City of Baytown continues to capitalize on the phenomenal growth of diversified industrial, logistic, and wholesale distribution operations in and around Baytown, which has provided the City with opportunities to undertake a number of value-enhancing capital improvements, designed to further economic development and augment quality of life initiatives that will serve the citizens of Baytown for years to come.



Operational Excellence

City officials, citizen groups, business and industry have a similar vision: to make this community a better place to live, work and raise children. The City of Baytown and its citizens share a vision of what this community can be. Baytown's City Council is dedicated to improving our residents' quality of life and increasing opportunities for our citizens and business community. Baytown and its employees have been recognized by several organizations and agencies, receiving the following awards:

- Government Finance Officers Association (GFOA):
 - Distinguished Budget Presentation Award
 - GFOA Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report (CAFR)
 - Financial Transparency Star Award – Traditional Finances Star
- Insurance Services Office (ISO) Public Protection Classification 1 Rating – Baytown Fire Department
- International City/County Management Association (ICMA) – Certificate of Distinction in Performance Management

Economic Growth and Community Development



The economic impact of continued expansion in the industrial, logistic, and wholesale distribution sectors in and around Baytown has translated into significant valuation growth in the City's tax roll. Private sector investment within the City of Baytown has increased significantly over the past few years, with substantial investment in areas such as health care centers, grocery stores, restaurants, and other large-scale retail developments, including the multi-million-dollar redevelopment of the San Jacinto Mall.

Additionally, the City of Baytown, in partnership with the Hyatt Regency Hotel chain, is developing a large-scale hotel/convention center on Bayland Island; this is currently under construction and is scheduled to open in summer 2023. In 2022 the City entered into a long-term agreement with a development company to create a new golf course on the site of the former Evergreen Golf Course. This

innovative development is part of a wider plan to encourage regeneration and new development in the southern part of the City to complement the development of the City's portion of the new orbital road network for the greater Houston metro area – the “99 corridor”. With increases in population due to rapid business expansion, the City of Baytown has undertaken a number of transportation and traffic mitigation initiatives, designed to not only alleviate traffic issues within the City, but to provide further development opportunities along these new or expanded commercial corridors.

Major road projects completed in recent years include: expansion of Hunt Road from two lanes to four lanes beyond the H-E-B grocery super center, and extending it west to John Martin Road; extending Santavy Road both east and west; and entrance and exit ramp rebuilds at I-10 and Garth Road.

Current projects included in the City's Capital Improvement Plan include the reconstruction and widening of Garth Road, the reconstruction and widening of Cedar Bayou Lynchburg from Garth to John Martin, the revitalization of Market, traffic improvements to I-10 intersections, and the reconstruction of residential roadways.

One of the most noticeable effects of the ongoing expansions in the industrial, logistic and wholesale distribution enterprises in and around Baytown is the remarkable growth in residential, multi-family and commercial development. New residential and commercial permit activity continues to be strong year-over-year. Thousands of multi-family and single-family units have been built over the past five years and thousands more are scheduled for construction over the next five years.

Educational opportunities in Baytown continue to expand and are serving not only Baytown, but neighboring communities, as well. Goose Creek Consolidated Independent School District has completed a number of capital projects to better serve the expanding Pre-K-12 population in the District including: two (2) new elementary schools, a new junior school, an education service center, new running tracks at all junior schools, a new building at the career tech high school, technology upgrades, and numerous campus construction upgrades and renovations. Lee College, a two-year, public community college, located in Baytown, serves an expanded population base, by offering a myriad of post-secondary academic, vocational, and technical programs leading to certification or an associate degree. Lee College also provides a number of public service and community outreach programs, as well as cultural and other quality of life services. One of the stated goals of Lee College is to become the preferred provider for training and workforce partnerships.

The City provides many opportunities for the citizens of Baytown to engage and be part of the decisions that shape our community. The Baytown Civic Academy is one of the unique opportunities for people who live and work in Baytown to learn about and interact with their local government. Participants meet city employees as well as go behind-the-scenes to see their government in action. We pride ourselves on communicating with our citizens to discuss our strategic plans, building trust within our community and engaging our youth in their local government.



Strategic Planning Advisory Committee



Baytown Police Advisory Workshop



Teen Round Table Work

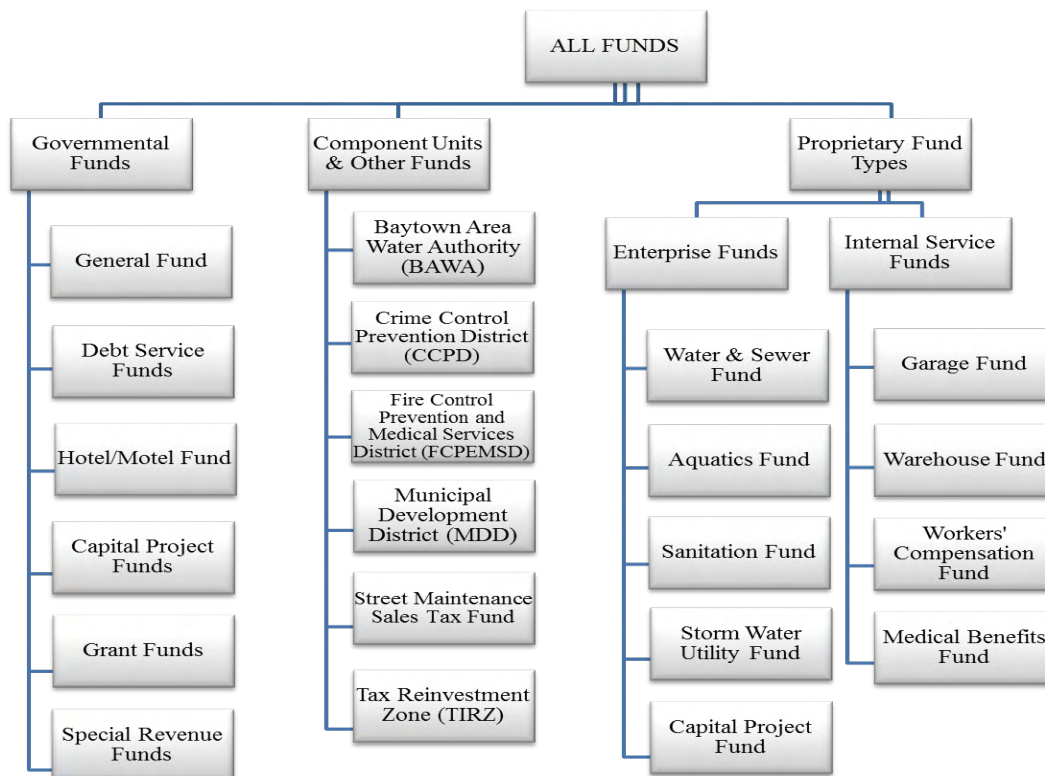
The Reader's Guide provides an overview of the City of Baytown's budget process and budget documents. The City of Baytown has prepared a budget designed to meet the highest standards of performance in municipal budgeting. Various financial summaries, statistical information and detailed revenue sources are provided to help define the City's goals, purposes and assumptions for projections. The Major Funds are the Governmental Funds and the Proprietary Funds. All appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or lawfully encumbered. Project length financial plans are adopted for all capital project funds.

BUDGET BASIS

The Governmental Fund budgets are prepared on the modified accrual basis of accounting. Under this basis of accounting, revenues are recognized when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred, except for (1) inventories of material and supplies which may be considered expenditures when used; (2) prepaid insurance and similar items; (3) accumulated unpaid vacation, sick pay and other employee benefit amounts which need not be recognized in the current period and (4) principal and interest on long-term debts which are generally recognized when due. All proprietary fund types are accounted for on a flow of economic resources measurement focus and use the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when they are incurred.

FINANCIAL STRUCTURE

The financial structure of the budget is organized by funds. The two types of funds utilized in this budget are Governmental and Proprietary. The specific funds that make up the Governmental Fund type are the General Fund, General Debt Service Fund and Hotel/Motel Fund. The Proprietary Fund types are made up of the Aquatics Fund, Water and Sewer Fund, Water and Wastewater Interest and Sinking Fund, Sanitation Fund, Storm Water Utility Fund and Central Services Fund (Garage and Warehouse Operations). Each of the above mentioned funds operate separately and independently from one another; therefore, they are budgeted separately and include separate financial statements. A fund is generally defined as a fiscal and accounting entity, which has its own self-balancing set of accounts recording cash and other financial resources, as well as any liabilities or residual equities or balances. Funds are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with specific regulations, restrictions or limitations.



	Department																
	General Administration	Fiscal Operations	Legal Services	Public Affairs	Information Technology Services	Planning & Development Services	Human Resources	City Clerk	Court of Record	City Facilities	General Overhead	Police	Fire	Public Health	Public Works Engineering	Parks & Recreation	Library
Fund																	
General Fund	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Hotel/Motel Fund	X																
Water & Sewer Fund		X									X				X		
Aquatics Fund																X	
Sanitation Fund															X		
Storm Water Utility Fund														X	X		
Garage Fund															X		
Warehouse Fund															X		
General CIPF															X		
W&S CIPF															X		
Workers' Compensation Fund							X										
Medical Benefits Fund							X										
Baytown Area Water Authority (BAWA)															X		
Crime Control Prevention District (CCPD)												X					
Fire Control Prevention Emergency Medical Services District (FCPEMSD)													X				
Municipal Development District (MDD)	X															X	
Street Maintenance Sales Tax Fund															X		

MAJOR BUDGET PHASES

The City of Baytown's budget process includes four key phases. The timing and purpose of these phases defines the process.

1. Budget Priorities

Through various strategic planning sessions held throughout the year and individual communications to the City Manager, the City Council has provided input concerning the City's functional areas and the preferred methods of addressing budgetary challenges and revenue shortfalls; operational expenditures related to voter approved referendums; health care cost; sewer capacity/compliance issues and water and sewer rate increases; imaging, traffic, park safety and capital improvements.

2. Budget Preparation and Training – March/April

This period serves as a developmental timeline to highlight and include specific instructions for the new budget. Payroll projections are compiled and changes to systematic budget preparation are communicated and training is held.

3. The Proposed Budget - Late July

Pursuant to City Charter, the Proposed Budget is required to be submitted to the City Council at least sixty (60) days prior to the beginning of each budget year. (Article V, Section 41 of the City Charter.) This document represents a modified and balanced version of departmental budget requests versus projected revenues. The Proposed Budget document is a product of proposals from the departments and revisions by City Administration and Finance staff.

4. The Adopted Budget –September

The Adopted Budget represents a modified version of the Proposed Budget after the public hearing and the City Council's review in August. Any changes deemed necessary by City Council to funding levels or revenue projections are reflected in the Adopted Budget. Revisions may also be made to reflect any updates to budget information.

THE BUDGET PROCESS

The City of Baytown uses a hybrid zero based program-oriented budgeting process. Each budgeting division within a department is given a target or "base level" funding based upon the previous year's funding level in which all expenditures must be justified each new fiscal year. With a few exceptions, no new fixed assets or new supplemental program funding requests/positions may be included in base level funding. Any funding request that represents new expenditures and programs, or that is in excess of base level funding, must be submitted as a supplemental program funding request. These supplemental requests may be either a new program or an enhancement to an existing program.

1. *Budget Training for Support Staff/Budget Guideline Review*

February/March is when the budget guidelines, procedures and forms are reviewed. Changes may be made to the budget process in order to make budget development more efficient and address format requests from staff. More formal budget training is held in April. Departmental staff is convened for any new guidance on the budgetary process. During the training, staff is informed of the use of budgeting concepts, budget processes and the City's budget system.

2. *Revenue Projection*

The revenue projections for the new fiscal year begin mid-year of the current fiscal year. The Director of Finance, in consultation with department directors and division managers, base revenues upon consultations with state and local agencies, trend analysis, anticipated changes in the local and regional economy and discussions with directly associated staff members. Although beginning earlier, the budget revenue projection occurs concurrently with departmental budget development and extends until the budget is adopted based upon the receipt of any new information.

3. *Proposed Budget Development*

During the budget development at the division and departmental level, Finance works with managers to analyze requests, provide advice and lend assistance. Budget requests are based upon a base level funding, and any additional funding is made in the form of supplemental program funding requests. The program goals, objectives and measures are evaluated during budget development to determine effectiveness of program activities and levels of appropriate funding.

4. *Proposed Budget Analysis/Compilation*

When division and departmental budget requests are completed, Finance reviews and compiles a preliminary draft of the Proposed Budget. The Director of Finance, City Manager, Assistant City Managers and budget staff meet and review the submitted budgets during a series of meetings.

Based on revenue projections and funding requirements, budget programs or supplemental requests are included in the proposed budget. A total recommended funding level is determined from both base level and supplemental program funding requests proposed. At this time the funding level is weighed against available resources. A tax rate increase may or may not be recommended depending upon program priorities and issues.

5. *City Council Budget Study*

The Major Budget Issues Report is prepared by the City Manager for the Proposed Budget, which highlights and summarizes funding requirements, major changes in programs and alternatives for funding. The Major Budget Issues Report is then reviewed and discussed by the Council during the work sessions.

6. *Public Hearing/Budget Adoption*

A public hearing on the budget is held in mid July prior to final budget consideration. At the public hearing, the citizens or any other individual may make formal comment either for or against the Proposed Budget. The public also has the opportunity to attend City Council budget work sessions. Budget adoption can occur in late July or August after the City Council deliberations and the public hearing. The City Council may take action to modify the Proposed Budget per its discretion. The City Council also adopts a tax rate to support adopted funding levels. Pursuant to City Charter, the Proposed Budget as submitted by the City Manager becomes the Adopted Budget if no action is taken by September 27th. (See Article V, Section 46 contained in the City Charter.)

7. *Compilation of Adopted Budget/Budget Maintenance*

An Adopted Budget is compiled and published during the first months of the new fiscal year. The Adopted Budget in the form of an amended Proposed Budget is available for public inspection in late August. Ledger amounts are prepared for the new fiscal year prior to October 1.

Budget Maintenance is a year-round activity of division/department directors and Finance. In addition to spending controls such as appropriation level "lock-out" and position control review, any unbudgeted expenses in the capital appropriation unit require authorization via a budget transfer. Other spending control mechanisms include monthly review of expenditures by Finance.

Quarterly budget analysis reports are prepared to present budget versus actual expenditure variances. These reports are reviewed by the staff and the City Council to identify and communicate any major expenditure variances. If necessary, a budget amendment ordinance is adopted based upon the third quarter budget analysis report.

DEPARTMENT/DIVISION PROGRAM SUMMARIES

Each division within a department is described by narrative information displayed on pages facing resource and expenditure information in order to give the City Council a well-rounded presentation of each division. Program summaries include the following information.

Program Description - This section outlines the function and responsibilities performed by the division. It is provided to enable the reader to understand the program elements included in each particular division budget.

Major Division Goals - Goals describe the purpose or benefit the division/department plans to provide to the community and/or organizations its serves. Goals identify the end result the division/department desires to achieve with its activities. Goals are often ongoing and may not be achieved in one year.

Major Division Objectives - Objectives are quantifiable steps toward accomplishing stated goals. They should have a specific time frame or measurable achievement. Objectives should be able to be reached or completed within the current fiscal year. Objective statements are not required for every activity performed, but should focus on the major steps necessary for achieving established goals.

Expenditures - The summary of expenditures show the category of expenses for each of the division's programs as compared from year to year.

OTHER FUNDS

The Baytown Area Water Authority (BAWA), Crime Control and Prevention District (CCPD), Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) and Municipal Development District (MDD) included in the Component Unit section are presented for the overall comparability and are not subject to annual appropriation. Other miscellaneous funds are included in the budget to reflect the overall City's operations.

BAWA operates under a Board of Directors, which is appointed by the City of Baytown. The City of Baytown exercises oversight authority over the operations of BAWA; as a result, BAWA is reported as a component unit of the City.

On November 2, 2021 the citizens voted to continue the Baytown CCPD dedicated to crime reduction programs and the adoption of a proposed local sale and use tax at a rate of one-eighth of one percent (1/8%). The City Council appoints all members of the governing board of CCPD.

On November 2, 2021 the citizens voted to continue the Baytown FCPEMSD dedicated to fire safety and emergency medical services and the adoption of a proposed local sale and use tax at a rate of one-eighth of one percent (1/8%). The City Council appoints all members of the governing board of FCPEMSD.

The MDD was created to levy and account for the collection of a sales and use tax at the rate of one-half of one percent for the purpose of financing economic development projects that provide economic benefit and diversify the economic base of the community. The boundaries of MDD include the portion of the City that is in Harris County and excludes the portion that is in Chambers County. The City Council appoints all members of the governing board of MDD and approves any debt issued by MDD.

The Miscellaneous section consists of various funds designated for a single purpose. The presentation is a matter of information. Authorization is received by a grant, contractual arrangement, legislative requirement or budget appropriation in other funds.

CITY OF BAYTOWN
2022-23 BUDGET CALENDAR

<u>Date</u>	<u>Day</u>	<u>Governing Body</u>	<u>Activity</u>
December 13-14	M/T	Mayor & Council	Council Retreat
TBD	TBD	Mayor & Council	Council Retreat
TBD	TBD	Council & Staff	Council/Staff Retreat
March 14	Monday	Depts.	Budget Kickoff Meeting
March 14	Monday	Depts.	Begin Departmental Budget Entry
April 01	Friday	Depts.	Deadline for Departmental Budget Entry and Meeting with Respective City Manager
April 01	Friday	Depts.	Deadline for Departmental New Position and Upgrades Submission to Human Resources
April 01	Friday	Component Units	CCPD, FCPEMSD, MDD & BAWA Budgets Due
April 11	Monday	Finance & Depts.	Departmental Budget Meetings w/ Finance Staff
April 29	Friday	Finance & Depts.	Finalize Departmental Budget Meetings w/ Finance Staff
April 29	Friday	Component Units	CCPD, FCPEMSD, MDD & BAWA Budget Meetings w/ Finance
April 29	Friday	Component Units	Finalize CCPD, FCPEMSD, MDD & BAWA Meetings w/ Finance
May 02-06	M-F	Admin & Finance	Budget Meetings w/Administration
May 02-06	M-F	Admin & Finance	Discuss CIP Budget w/Administration
May 09-20	M-F	Admin & Finance	Finalize Budget Meetings w/Administration
May 23-June 03	M-F	Finance & Depts.	Proposed Budget Discussion w/Finance Staff
June 02	Thursday	MDD	MDD Board receives MDD Proposed Budget at MDD Board Meeting & Set a Public Hearing
June 14	Tuesday	CCPD	CCPD Board receives CCPD Proposed Budget & Set two Public Hearings
June 15	Wednesday	BAWA	BAWA Board receives BAWA Proposed Budget & Set a Public Hearing
June 21	Tuesday	FCPEMSD	FCPEMSD Board receives FCPEMSD Proposed Budget & Set a Public Hearing
June 16	Thursday	MDD	Publish notice of the MDD Public Hearing on the Proposed MDD Budget (no later than 10 days before public hearing)
June 30	Thursday	CCPD	Publish notice of two CCPD Public Hearings on Proposed Budget (no later than 10 days before public hearings)
July 07	Thursday	MDD	Conduct Public Hearing & Consider Adoption of the Proposed MDD Budget (MDD Budget does not need to be approved by Council)
July 10	Sunday	FCPEMSD	Publish notice of FCPEMSD Public Hearings on Proposed Budget (no later than 10 days before public hearing)
July 12	Tuesday	BAWA	Publish notice of the BAWA Public Hearing on the Proposed BAWA Budget
July 12	Tuesday	CCPD	Conduct two Public Hearings & Consider Adoption of the Proposed CCPD Budget (no later than 60 days before October 1 st).
July 19	Tuesday	FCPEMSD	Conduct a Public Hearing & Consider Adoption of the Proposed FCPEMSD Budget (no later than 60 days before October 1 st). (only one public hearing is required)
July 20	Wednesday	BAWA	Conduct Public Hearing & Consider Adoption of the Proposed BAWA Budget
July 14	Thursday	Council	Receive the CCPD Budget as adopted by CCPD Board (no later than 10 days after CCPD approves the budget)
July 28	Thursday	Council	Receive FCPEMSD Budget as adopted by FCPEMSD Board (no later than 10 days after FCPEMSD approves the budget)
July 28	Thursday	Council	Receive the City's Proposed Budget submitted by City Manager & Set Budget Work Session Date & Public Hearing Date
August 04	Thursday	Council	Publish notices of the City Council Public Hearings on the Proposed CCPD and FCPEMSD Budgets (no later than 10 days before the public hearings)
August 11	Thursday	Council	City Council Budget Work Session – Component Units/Special Districts (Special Council Meeting)
August 11	Thursday	Council	Conduct Public Hearing on the Proposed Budgets of the CCPD and FCPEMSD (no later than 45 days before October 1 st)
August 18	Thursday	Council	Publish notice of the City Council Public Hearing on the Proposed City Budget
August 25	Thursday	Council	City Council Budget Work Session – General Fund (Special Council Meeting)
August 25	Thursday	Council	City Council approves Special District Budgets: CCPD, FCPEMSD and BAWA (but no later than 30 days before October 1 st)
August 25	Thursday	Council	Conduct Public Hearing on the Proposed City Budget & Consider adopting or postponing the adoption of the Budget.
September 08	Thursday	Council	Consider adopting or postponing the adoption of the Budget.
September 22	Thursday	Council	Final Day to Consider Adoption of the Proposed City Budget <i>(if needed)</i>

* Note: Publishing Notice and Public Hearing are more than 10 days to accommodate the publication dates for The Baytown Sun of only Tuesday, Thursday and Sunday.

INTRODUCTION

The City of Baytown, Texas financial policies set forth the basic framework for the fiscal management of the City. These policies were developed within the guidelines established by the applicable provisions of the Texas Local Government Code and the Charter of the City of Baytown, Texas. They are intended to assist the City Council, management and staff in evaluating current activities and proposals for future programs. The policies are to be reviewed on an annual basis and modified to accommodate changes in circumstances or condition.

401 BUDGET PERIOD

- 401.1 Establishment of Fiscal Year. The fiscal year of the city government shall begin on the first day of October and shall end on the last day of September of each calendar year. Such fiscal year shall also constitute the budget and accounting year. As used in this charter, the term "budget year" shall mean the fiscal year for which any particular budget is adopted and in which it is administered. (City of Baytown Charter, Article V, Section 40)
- 401.2 Appropriation lapse at end of year. All appropriations shall lapse at the end of the budget year to the extent that they shall not have been expended or lawfully encumbered. (City of Baytown Charter, Article VII, Section 70)

402 BUDGET PROCESS

- 402.1 Determining Priorities. The budget shall provide a complete financial plan for the fiscal year, and the budget shall be prepared on the basis of policy priorities.
- 402.2 Budget Prepared from Departmental Request. The City of Baytown departments shall prepare budgetary decision packages in a manner directed by the City Manager. Department directors shall indicate funding priorities.
- 402.3 Deadline for Budget Submission. The City Manager, at least sixty days prior to the beginning of each budget year, shall submit to the council a proposed budget and an explanatory budget message in the form and with the contents provided by sections 50 and 52. For such purpose, at such date as he shall determine, he, or an officer designated by him shall obtain from the head of each office, department or agency estimates of revenue and expenditure of that office, department, or agency detailed by organization units and character and object of expenditure, and such other supporting data as he may request. In preparing the budget, the City Manager shall review the estimates, shall hold hearings thereon and may revise the estimates, as he may deem advisable. (City of Baytown Charter, Article V, Section 41)
- 402.4 Public Hearing on Budget Submission. At the meeting of the council at which the budget and budget messages are submitted, the council shall determine the place and time of the public hearing on the budget, and shall cause to be published a notice of the place and time, not less than fifteen days after date of publication, at which the council will hold a public hearing. (City of Baytown Charter, Article V, Section 43)
- 402.5 Truth-in-Taxation. Budget development procedures will be in conformance with the State law outlined in the Truth-in-Taxation process. In the event of a tax increase, notices will be given and public hearings will be held in conformance to this State law.

403 BUDGET ADMINISTRATION

- 403.1 Balanced Budget Required. The City of Baytown will develop balanced budgets in which current resources (current revenues plus fund balance) will equal or exceed current expenditures. The City will avoid budgetary procedures that balance the budget at the expense of meeting future year's expenses, such as: postponing expenditures, accruing future year's revenues, or rolling over short-term debt. The budget will provide for adequate maintenance and replacement of capital plant and equipment.
- 403.2 Funding of Current Expenditures with Current Revenues. The budget will assure that current expenditures are funded with current revenues. Current operating expenses will not be capitalized or funded through the use of long-term debt.
- 403.3 Use of Non-Recurring Resources. The City of Baytown will use non-recurring resources to fund non-recurring expenditures.

403.4 Performance Measures and Productivity Indicators. An annual budget where possible will utilize performance measures and productivity indicators.

403.5 Department Budget Reporting. Regular reporting on budgetary status will be provided.

404 REVENUE POLICIES

404.1 Revenue Goal. The City will try to maintain a diversified and stable revenue system to protect itself from short run fluctuations in any individual revenue source.

404.2 Development of Revenue Projection. The City will estimate its annual revenues using an objective analytical process.

404.3 User Charges and Fees Required. User charges and fees will be established at levels related to cost of providing the services. The City will periodically revise user fees when necessary to adjust for inflation, program changes and policy changes.

404.4 For Enterprise Funds, the City shall establish user fees and charges that fully support the total direct and indirect cost of the activity. Indirect costs include the cost of administration borne by other operating funds.

404.5 For programs within the General Fund, the City shall establish and maintain fees for whose cost activities are to be supported by the user. For each supported activity, the City shall establish the level of support necessary. The fees shall be reviewed and adjusted when necessary to maintain the proper level.

404.6 Tax Collection. The City will follow an aggressive policy of collecting property tax revenues.

404.7 Tax Assessment. The City will monitor the appraisal procedures of the Harris & Chambers County Tax Appraisal Districts and provide necessary input to assure that sound appraisal procedures are maintained. Property will be assessed at 100% of full market value.

405 BUDGET

405.1 Adoption of Budget. The budget shall be adopted by the favorable votes of at least a majority of all members of the council. The budget shall be finally adopted not later than the twenty-seventh day of the last month of the fiscal year. Should the Council take no final action on or prior to such day, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the Council. (City of Baytown Charter, Article V, Sections 45 and 46)

405.2 Budget, a Public Record. The budget and budget message and all supporting schedules shall be a public record in the office of the City Clerk open to public inspection by anyone. The City Manager shall cause sufficient copies of the budget and budget message to be prepared for distribution to interested persons. (City of Baytown Charter, Article V, Section 42)

405.3 Transfer of Appropriations. At the request of the City Manager, the council may by resolution transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another. (City of Baytown Charter, Article VII, Section 68)

405.4 Amending the Budget. The City Council may make changes to its budget for municipal purposes during the course of the fiscal year. In addition, and only in a case of grave public necessity, emergency expenditures to meet unusual and unforeseen conditions, which could not by diligent thought and attention have been included in the original budget, may be authorized by the Council as an amendment to the original budget. In every case where an amendment is made for emergency expenditures, a copy of the ordinance adopting the amendment shall be filed with the City Clerk, published in the next issue of the official newspaper of the City, and attached to the budget originally adopted. (Texas Local Government Code Sec. 102.009 and 102.010).

405.5 Authority to Reduce Appropriations. The City Manager may at any time reduce appropriations for a department, office or agency.

406 RESERVE LEVELS

406.1 Undesignated, Unreserved Level Fund Balance. In order to maintain fiscal stability, the City maintains a unreserved General Fund balance to meet unforeseen emergencies that may arise. Appropriate levels of unreserved fund balances vary from entity to entity based on the relative impact of particular circumstances or financial conditions. The City of Baytown's goal for unreserved fund balance considers factors such as bond ratings, threat of severe tropical weather due to our proximity to the Gulf Coast, our location adjacent to the petro-chemical complexes, unforeseen emergencies, and advice from the City's financial advisor for fiscal planning. Potential fluctuations in revenue, and cash flow considerations between the start of the fiscal year (October 1) and the receipt of property tax revenues in December/January also require adequate reserves. Per Council's adopted policy, the City's targeted goal for unreserved fund balance is the equivalent to 90 days of operating expenditures.

407 DEBT POLICY

407.1 Debt Policy. The objectives of the debt management policy is to maintain the City's ability to incur present and future debt at minimal interest rates in amounts needed for infrastructure and economic development of the City without endangering the City's ability to finance essential City services. Debt financing may include, but is not limited to, general obligation bonds, certificates of obligation, revenue bonds, certificates of participation, lease/purchase agreements, and other obligations permitted to be issued or incurred under Texas law. Such instruments shall only be used to finance capital assets that cannot be prudently funded from either current revenues and/or fund balance/working capital. Capital assets are defined as having a useful life beyond a single reporting period and include:

- Land and land improvements.
- Easements.
- Buildings.
- Vehicles.
- Machinery and equipment.
- Works of art and historical treasures.
- Infrastructure - such as roads, bridges, tunnels, sewer systems, and lighting systems.

Debt will not be used to fund operating expenditures.

The City shall utilize tax supported general obligation bonds or certificates of obligations to finance only those capital improvements and long-term assets which have been determined to be essential to the maintenance or development of the City.

The City shall have regard to the overall tax rate in deciding whether to issue property tax backed debt and may not use the issuance of debt to inflate artificially that overall rate.

407.2 Debt Limits. The City operates under a Home Rule Charter that limits the maximum tax rate, for all City Purposes, to \$2.50 per \$100 assessed valuation. Article XI, Section 5, of the Texas Constitution, provides for an overall limitation for Home Rule Cities of \$2.50 per \$100 assessed valuation. (See Statistical Section Tab for Computation of Legal Debt Margin.)

408 CAPITAL POLICY

408.1 Capitalization of an Item. An item is capitalized when it is recorded as a fixed asset and the acquisition cost is charged to a capital asset account.

408.2 Capital Assets. This classification of an asset includes property, plant, equipment and infrastructure. Capital assets are defined as assets with an initial cost of more than \$10,000 and useful life of more than one year.

408.3 Capitalization Policy. Any asset with an acquisition cost of \$10,000 or more and a useful life of more than one year is to be capitalized. Acquisition cost includes the purchase price, transportation costs and installation. Any asset with an acquisition cost of less than \$10,000 or a useful life of less than one year is not to be capitalized. Its acquisition cost should be charged to an operating expense. Capital Projects are capitalized if it is new construction or if it extends the useful life of an existing fixed asset.

409 CAPITAL IMPROVEMENT POLICY

409.1 Capital Project or "Project". As used in this charter, "capital project" or "project" means: (a) any physical public betterment or improvement and any preliminary studies and surveys relative thereto; (b) the acquisition of property of a permanent nature; (c) the purchase of equipment for any public betterment or improvement when first erected or acquired. (City of Baytown Charter, Article VI, Section 56)

409.2 Power to Incur Indebtedness by Issuing Bonds, Notes, Certificates of Obligation, and Commercial Paper. The City may incur indebtedness by issuing its negotiable bonds, revenue bonds, notes, certificates of obligation and other commercial paper in accordance with state law to finance any capital project which it may lawfully construct or acquire, or for any legitimate public purpose. (City of Baytown Charter, Article VI, Section 57)

409.3 Bond Ordinance; Vote Required. The City shall authorize the issuance of bonds by a "Bond Ordinance" passed by the affirmative votes of the majority of all members of its council. Revenue bonds may be issued by the council under the authority of Vernon's Ann. Civ. St. arts. 1111-1118, as amended and all other applicable provisions of law. The issuance of tax bonds must be approved by a majority of the qualified voters who are property tax payers voting at an election called for that purpose. (City of Baytown Charter, Article VI, Section 58)



GENERAL FUND

REVENUES

General Fund revenue is comprised of taxes, license and permit fees, intergovernmental revenues, charges for services, miscellaneous revenues and transfers-in from other funds. The General Fund budgeted revenues are \$130,417,691 which is an increase of \$4,244,185 or 3.36% more than the 2021-22 budget. The budgeted increase is primarily attributed to increases in Industrial District Payments (\$2,225,000), Property Taxes (\$325,000) and Taxes – Sales & Franchise (\$1,998,441). The primary revenue decrease is in Licenses & Permits (\$406,301) for the current budget year.

Property Tax

Ad valorem taxes represent 17.69% (\$23,075,000) of total revenue for the General Fund. The adopted tax rate of \$0.78 per \$100 of assessed value represents a 0.5 cent reduction on the previous year and a 4.203 cent reduction on the rate in 2017-18. The proposed budget increases the exemption for the Over 65 and Disabled exemption by \$20,000, increasing to \$80,000 and maintains the maximum 20% general homestead exemption for all residential taxpayers. These budget projections are based on certified estimates of values as required by Texas Tax Code Sec. 26.01(e). Since this estimate of value is preliminary, there may be differences between the certified tax roll and the preliminary estimated tax levy that could impact projected revenue in the budget.

Sales & Use Taxes

Sales and use taxes provide 15.85% (\$20,677,000) of total revenues and are the third largest revenue source for the General Fund. Of the total sales tax rate in Baytown of 8.25%, the State of Texas retains 6.25% and 2% is remitted to the City. The City allocates that 2% as follows: the General Fund receives 1%, the Municipal Development District (MDD) receives 0.5%, the Street Maintenance Fund (SMF) receives 0.25%, and the Baytown Crime Control and Prevention District (CCPD) and the Baytown Fire Control, Prevention and Emergency Medical Services District (FCPEMSD) receive 0.125% each.

Industrial District Payments (IDAs)/Economic Development Agreement (EDA)

These are the largest source of revenue for the General Fund, comprising 52.91% of total revenues. The 2022-23 budget includes revenues of \$69,000,000 from 82 IDAs and one EDA. These derive from contracts with industries located in the City's extraterritorial jurisdiction that specify payments in lieu of ad valorem taxes in exchange for limited immunity from annexation for the life of those contracts. All current IDA contracts are for 7 year terms.

In 2019 the City entered into a 35 year EDA with Enterprise Products that not only provides significant annual revenues to the General Fund but funded the \$66M construction of the City's new public safety facility.

Other revenue sources

- Franchise Taxes - \$4,640,917 has no increase
- Licenses & Permits - \$2,652,467, a decrease of \$406,301
- Intergovernmental revenues - \$1,173,933, an increase of \$39,651
- Charges for services (primarily ambulance related) - \$2,487,976, a decrease of \$120,293
- Fines and Forfeitures - \$1,649,405, a decrease of \$170,732
- Income from Investment Interest, Rental of Land, Industrial District Public Community Improvement and other sources - \$1,158,970, a decrease of \$3,819
- Operating Transfers In - \$3,207,413 an increase of \$63,897

EXPENDITURES

The General Fund accounts for all municipal activities except for those required to be accounted for in another fund. Police, Fire, Emergency Medical Services, Health, Public Works, Parks, Library, etc. are funded within the General Fund. Total expenditures for the 2022-23 budget are \$143,668,680, an increase of \$6,750,269 which includes \$12,000,000 transfer amount to CIP for a net decrease of \$2,250,000 over the 2021-22 budget.

Personnel Services

The 5.57% increase in personnel services in the 2022-23 budget reflect several factors – the addition of new positions; pay increases for public safety personnel pursuant to established pay schedules and existing agreements; the transfer of personnel costs from the Baytown Nature Center, Crime Control & Prevention District and the Fire & EMS District; an allowance for inflation-related pay adjustments for non-public safety staff; and assumed savings from staff turnover during the year.

Recurring expenditures

Other costs are forecast to rise in line with relevant inflation indices and pursuant to any relevant contracts for service.

Non-Recurring Expenditures

The City Council is committed to maintaining and improving City facilities and infrastructure in the interest of economic and community development. Thus, an extensive Capital Improvement Program Fund (CIPF) totaling over \$240M is budgeted to receive direct support from the General Fund of \$12,000,000 in 2022-23 together with funds from the issue of Certificates of Obligation amounting to \$45M.

CONTINGENCY & RESERVE LEVELS

Budget contingencies are used routinely to provide insurance against non-emergency related fluctuations in anticipated revenues and expenditures and to protect the overall financial position. The City Charter allows for an annual budgeted contingency of up to 3% of total General Fund expenditures; the proposed 2022-23 budget represents 2.26% of total expenditures..

In order to maintain fiscal stability, governmental entities maintain a General Fund unrestricted fund balance to meet unforeseen emergencies that may arise. Appropriate levels of unrestricted fund balances vary from entity to entity based on the relative impact of particular circumstances or financial conditions. The City of Baytown's goal for unrestricted fund balance considers factors such as bond ratings, threat of severe tropical weather due to our proximity to the Gulf Coast, our location adjacent to the petro-chemical complexes, unforeseen emergencies (e.g. COVID-19), and advice from the City's financial advisor for fiscal planning. The Government Finance Officers Association (GFOA) recommends maintaining unrestricted reserves equivalent to a minimum of 60 days of operating expenditures and the City has over recent years an established practice of maintaining a fund balance equivalent to at least 90 days, but has regularly exceeded this minimum.

GENERAL DEBT SERVICE FUND

The General Debt Service Fund accounts for the payment of principal and interest on general long-term liabilities paid primarily by taxes levied on property within the City. The current debt service allocation for 2022-23 is \$27,863,903 consisting of \$20,324,981 in principal, \$6,928,922 in interest and \$610,000 in issuance and associated costs.

HOTEL/MOTEL FUND

This fund accounts for the use of Hotel/Motel Occupancy tax revenue generated by the City's twenty-seven hotels. The Hotel Occupancy Tax (HOT) is calculated by the hotel/motel based on 7% of their taxable receipts and remitted to the City on a quarterly basis. These revenues must be spent to promote tourism, the hotel industry and/or convention delegates. Eligible expenditures to promote tourism include establishing or enhancing a convention center; administrative cost for facilitating convention registration; tourism-related advertising and promotions; and tourism-targeted programs that enhance the arts, historical restoration or preservation programs.

AQUATICS FUND

The 2020 season was significantly impacted by the effects of the COVID pandemic and the Aquatics Fund relied upon a subsidy of over \$2M from the General Fund in fiscal year 2020-21. Staff have worked diligently to produce a budget for 2022-23 that not only covers core operating costs but continues to repay the General Fund for this subsidy (\$250,000 per year) as well as paying for its utility usage. Staffing remains a concern with particular shortages in applicants for Lifeguard positions, consequently opening hours have been reduced at Pirates Bay.

WATER AND SEWER FUND

This fund accounts for the water and wastewater utilities for the City in a manner similar to private business enterprises, where costs of providing services are financed primarily through user charges. This budget does not propose any increase in charges on City customers for usage less than 2,000 gallons. It does, however, propose to rationalize the number of tiers to 3, from the current 5, and to increase the rates to out of City customer to a common multiplier of 1.5.

SANITATION FUND

The Sanitation Fund accounts for collection of residential refuse, brush and white goods, the yard waste management program, and recycling activities. This budget does not propose any increase in charges on City customers for usage.

STORM WATER UTILITY FUND

The Storm Water Utility Fund was established to ensure that the City complies with the Federal Clean Water Act (CWA) and meets the standards set by the Texas Commission on Environmental Quality (TCEQ). This budget does not propose any increase in charges on City customers for usage.

GARAGE FUND

The Garage Fund provides motor vehicle service and repair for all City operations except Fire and Police. The Garage Fund is supported through charges to user departments.

WAREHOUSE FUND

The Warehouse provides common items used on a daily basis throughout the city. The Warehouse maintains and accounts for supplies used in the field for Public Works and Parks & Recreation, office supplies used by most city departments and vehicle parts used on the city fleet. The Warehouse is supported through operating transfers from the General Fund and Water & Sewer Fund on a cost recovery basis.

Fiscal Year 2022/2023

City of Baytown Council Goals

Implementation Plan



Submitted by
Richard L. Davis, ICMA-CM
City Manager
March 2022

INTRODUCTION TO THE CITY OF BAYTOWN'S 2022/2023 COUNCIL GOALS & IMPLEMENTATION PLAN

For the last five years, we have had the great benefit of a citizen-based five-year strategic plan that was ratified by the City Council in 2016. The City is currently in the fifth and final year of its implementation. Midway through the 2021 calendar year, a second Strategic Planning Advisory Committee (SPAC) began its work to create another five-year vision for the City. As was the case with the first strategic plan, which identified five key directives and a host of associated initiatives, the current SPAC and the strategic planning process have involved the participation and input of thousands of Baytown residents, as they identified those elements which, from the perspective of citizens, are most likely to elevate quality of life in our community.

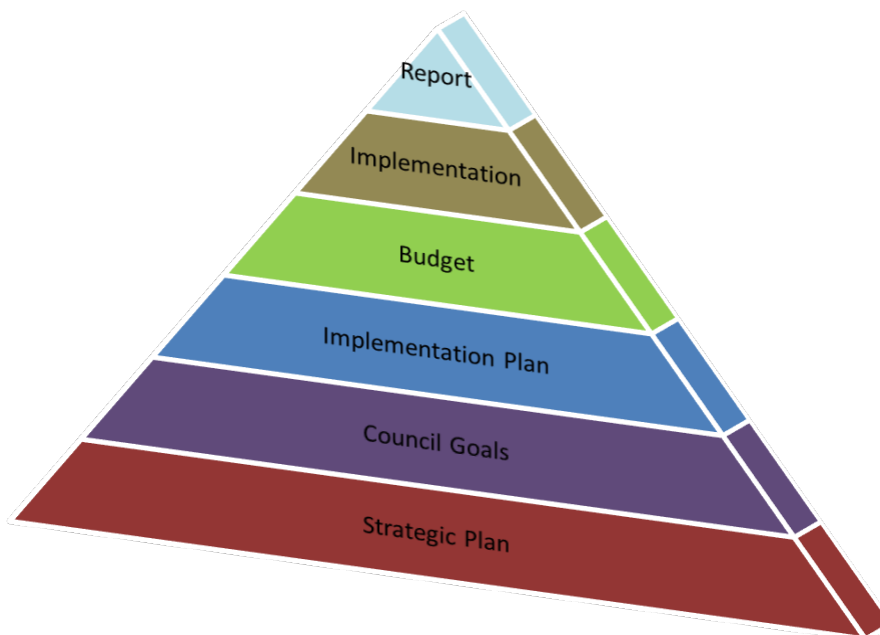
The strategic directives identified by the second SPAC are:

- Economic Prosperity
- Outdoor Recreation and Amenities
- Critical Infrastructure and Traffic Flow
- Beautification and Environmental Stewardship
- Building A Connected Baytown

On December 9, 2021 the City Council met with City Administration to begin the process of aligning the governing body's goals with these new strategic directives. Another retreat is held each February to allow Council to prioritize those initiatives identified in the December retreat. The Council's priorities will be presented hereafter in conjunction with each strategic directive.

HOW THE PLAN WILL BE USED

The following diagram illustrates the evolution of this plan and its use in orienting the budget process:



Department Directors – This plan not only identifies Council Goals, but also includes several broad initiatives and specific strategies that should be used to prioritize budget requests. These goals, initiatives, and strategies do not always represent additional workload and/or programs. You will notice a “tool box” section that is intended to capture initiatives shared at the retreat that represent 1) ideas that are already in process, 2) Council requests that are implementable in advance of the next fiscal year, or 3) non-budgetary, policy-based initiatives. Directors should use this plan to not only compose budget requests, but also evaluate existing programs and initiatives to gauge their on-going relevancy and importance. This provides an opportunity to refocus resources on those things that are of primary importance to the Council and citizens.

Mayor and Council – This plan should not be viewed as a contract or budget document. It emerges at the beginning of the budget process and serves as a guide to composing the annual budget, the City’s primary policy document. Many things will shift and change as we begin the budget process, as we gain a clearer picture as to what resources will likely be made available to us during the 2022/2023 fiscal year. Both Administration and the elected body may also identify conditions, circumstances, and opportunities that failed to surface at the December and February retreats. Therefore, it is intended that elected officials use this plan to assist them in evaluating and monitoring progress toward the realization of Council goals. Meanwhile, the budget document will represent, as it should, the definitive word on what priorities will be funded. As you evaluate that plan/budget nexus, please remember that there are many things that the City must continue to do that are not necessarily articulated in the implementation plan, but which are vital to the continued functionality of the City.

Economic Prosperity



Council Goal Statement

Baytown will capitalize on every opportunity to support economic prosperity both by creating and sustaining an environment wherein businesses and residents can thrive and by expanding convenient access to the goods and services our citizens and visitors demand.

Value Statement

In Baytown, we work to promote economic prosperity by ensuring policies and programming support business growth and development and by promoting the highest and best use of every property. As we do so, we emphasize inclusion of all members and quadrants of our community.

Why This Is Important

Economic prosperity is a product of far more than the ability to obtain and keep gainful employment. In Baytown, we believe it critically important that our entire community succeeds economically and that our citizens have the access to the goods, services, and amenities that raise their quality of life.

Critical Outcomes

- Local businesses benefit from expanded access to improvement grants and revolving loan programs.
- Redevelopment and infill efforts are focused on areas of town that need it most.
- Increased dedication of resources to expand City's economic development efforts.
- City-owned vacant properties are reintroduced to tax rolls.
- Historic areas capitalized upon to promote business growth.
- City enjoys well-defined economic development strategy.
- City policies align with a Baytown First philosophy.
- Businesses incorporate Baytown's waterfront beauty.

Initiatives and Strategies

Initiative 1 – Expand opportunities for businesses, neighborhoods, and citizens to access Federal, state, and local programs designed to provide capital for improvements and expansions.

- Review HOT and CDBG guidelines to ensure optimal number of uses, i.e. – HOT funding for athletic events. (Lead – Administration)
- Liberalize access to Business Improvement Grants and revolving loan program. Increase use.
- Continue to grow neighborhood empowerment grant opportunities.

Initiative 2 – Grow City’s economic development capacities.

- Continue to develop and invest in City’s internal economic development capabilities.
- Pattern the structure and functionality of Baytown’s economic development program after other successful programs.
- Develop an economic development strategic plan that will enable the City to implement a focused approach to business recruitment and retention.

Initiative 3 – Focus development and redevelopment in prioritized areas of the City.

- Prioritize the recruitment of investment along key corridors; including Bayway, Texas Avenue, 146, North Main, Alexander, and Market.
- Focus on the redevelopment, infill of shopping center at corner of Decker and Baker.
- Capitalize on the “Main Street Experience” on Texas Avenue.
- Take all opportunities to either encourage or directly take measures to capitalize on Baytown’s waterfront vistas and access. (Lead – Parks and Recreation)

Initiative 4 – Ensure that properties are being utilized at their highest and best use.

- Decrease inventory of City-owned parcels, including under-utilized park space.
- Utilize all available tools to fill vacant buildings with thriving businesses.

Initiative 5 – Synergize with and support development at Bayland Island.

- Partner with Harris County to bring online a bus service to transport patrons of Bayland Island to Evergreen and other places of interest.
- Create a plan for amenities on and around Bayland Island that support patrons of the Island. (Lead – Economic Development)

Initiative 6 – Expand participation and inclusion in prosperity.

- Proactively perform outreach to those individuals contemplating business development in Baytown in order to elevate their understanding of critical policies and processes. (Lead – Economic Development)
- Develop a procurement policy that includes a “buy Baytown first” approach.
- Support efforts to promote talent emerging from GCCISD and Lee College.

Outdoor Recreation and Amenities



Council Goal Statement

Baytown will expand citizen/visitor access to and enjoyment of its natural beauty through the development of facilities, amenities, and programming that will promote citizen and visitor interactions with our waterfront and provide a safe and inclusive environment for all. We will also build upon our already significant and successful inventory of civic events and programs to promote outdoor activity and community connection.

Value Statement

In Baytown, we recognize that our natural beauty is among our greatest assets. The City should therefore take every opportunity to support the health and well-being of our community by creating constructive and edifying ways for our citizens to interact with nature and each other.

Why This Is Important

If there is any lesson learned in the last two years, it is that there is nothing more important than community health. However, a healthy community is defined not solely by the absence or minimization of illness, but also by abundant access to activities, events, and programs that connect citizens with each other and the natural beauty around us. Community health must after all consider the complete well-being of citizens.

Critical Outcomes

- Expanded events and programming that promotes outdoors.
- Development of additional facilities that are inclusive of all capabilities.
- Facilities at parks promote greater outdoor use.
- Expanded use of waterways.
- Greater pedestrian trail use and mobility.

Initiatives and Strategies

Initiative 1 – Encourage use of sidewalks and trails as means of citizen mobility.

- Investigate feasibility and as possible utilize wooded areas for additional trails.
- Continue development of the “mall” connection to Goose Creek Trail.
- Secure funding from Harris County for additional sidewalks north of I-10.
- Consider and plan for smaller trails for toddlers and younger children.
- Develop concept of “story walks” to combine story telling with trail use for children.
- Promote and facilitate greater senior access to trails.
- Sidewalk or trail on Tomkins.
- Ensure connectivity between parks and trails.

Initiative 2 – Continue developing park amenities that expand and encourage park usage in a manner that is inclusive of all age groups and capabilities.

- Provide equipment at parks for seniors and patrons of limited capabilities.
- Create environments and provide equipment specifically for moms and toddlers.
- Pilot the use of urban toys in select parks.
- Plan for and implement new Christmas festival event at Bicentennial Park.
- Consider approach that would include the development of an “all city” pass, combining uses such as Pirate’s Bay, Nature Park, and other City venues/attractions. (Lead - Public Affairs)
- Construct a pedestrian crossing connecting Blue Heron to Jenkins. (Lead – Parks and Recreation)

Initiative 3 – Plan for and as feasible implement expanded and improved park amenities.

- Expand inventory of pickleball courts.
- Investigate feasibility of City-owned and operated shooting range. (Economic Development)
- Pursue zip lines at both Bayland Island and the Baytown Nature Center
- Provide expanded access for food trucks at parks. (Lead – Parks and Recreation)
- Refurbish/replace grilling facilities in parks.
- Plan for and pursue additional sand volleyball amenities.
- Test feasibility of allowing for camping at Baytown Nature Center.
- Develop kayak launch at Laney Park. Identify other future kayak launch opportunities.
- Investigate possibility of implementing a train amenity at Jenkins Park.
- Consider and test feasibility of remote alerting systems along trails. (Parks and Recreation)

Initiative 4 – Plan for and bring to development additional parks.

- Test feasibility of an additional dog park in Lakewood area.
- Partner with Chambers County with regard to park development east of Bayou. (Lead – Administration)
- Investigate possibility of park on Tompkins.
- Consider the installation of City-owned RV accommodations. (Lead – Administration)

Critical Infrastructure and Traffic Flow



Council Goal Statement

Baytown will continue to invest in the highest quality infrastructure that serves the needs of residents and supports ongoing private investment. The City will specifically continue to address mobility issues, road maintenance, lighting, and storm water mitigation.

Value Statement

In Baytown, we recognize that our physical infrastructure supports all aspects of community life. Our citizens have meanwhile communicated the prime importance that quality infrastructure holds with them. It is therefore incumbent upon City leaders to prioritize investment in our infrastructure, inclusive of systems that support and facilitate traffic flow in an around Baytown.

Why This Is Important

Sound and reliable infrastructure supports every function of the City. Without it, emergency services cannot be sustained, public health suffers, and private investment in our community evaporates. The condition and functionality of our infrastructure also communicates a great deal about who we are and what degree of pride we feel in our community.

Critical Outcomes

- Enhanced storm water mitigation.
- Dark areas are addressed by additional street lighting.
- Continued collaboration with Harris County and other jurisdictions to address infrastructure needs.
- Garth Road reconstruction project begins.
- Enhanced ditch maintenance.

Initiatives and Strategies

Initiative 1 – Continue investment and strategy centered on improving storm water/drainage mitigation and management.

- Continue to build our ditch maintenance capacities.
- Exert influence on Harris County to provide enhanced ditch maintenance.
- Continue to partner with other jurisdictions to fund and address storm water system deficiencies. (Lead – Public Works and Engineering)

Initiative 2 – Address traffic flow and transportation infrastructure needs.

- Address sidewalk and road deficiency issues in Lantern Park.
- Address sidewalk need on Ward.
- Develop a plan to address 146 mobility.
- Support movement of heavy traffic to 99.
- Continue to plan for and locate funding for third Cedar Bayou crossing. (Lead – Public Works and Engineering)
- Master plan land use and traffic flow for the area in vicinity of North, South, East, and West streets. (Lead – Development Services)

Initiative 3 – Continue to enhance lighting and telecom infrastructure.

- Provide new lighting on Ward.
- Provide lighting on John Martin north of I-10.
- Develop policy and strategy to enhance broadband connectivity in new growth areas. (Lead - Administration)

Beautification and Environmental Stewardship



Council Goal Statement

Baytown will be good stewards of our physical environment by aggressively addressing litter and debris, enhancing our waterways and vistas, and by utilizing public art to enhance the aesthetic nature and enjoyment of our surroundings.

Value Statement

In Baytown, we enjoy unparalleled access to one of the nation's premier natural habitats. The City's preservation of the Brownswood subdivision and its conversion into a nature preserve speak volumes regarding the importance we place on our physical environment. We, as good environmental stewards, are committed to ongoing beautification of our community by aggressively remediating litter and debris and by commissioning visual elements that enhance the beauty of our City.

Why This Is Important

The care we exercise for our physical environment not only enhances quality of life; but in Baytown, we see it as a solemn stewardship. The way we live our lives influences the lives of future residents, including our children. It is the obligation of every generation to leave the world a little better than they found it.

Critical Outcomes

- Enhanced litter and debris remediation.
- Increased presence of public art.
- Improved use and stewardship of our waterway vistas.
- Cleaner waterways.
- Citizens and businesses engaged in litter and debris remediation.

Initiatives and Strategies

Initiative 1 – Partner with citizens and businesses in addressing litter/debris and general blight.

- Examine the effectiveness of Adopt-A-Street and make changes to make this program more effective.
- Place more trash receptacles along corridors so that citizens can more conveniently participate in litter elimination.
- Re-examine and strengthen policies associated with requiring shopping centers to manage litter in parking lots.
- Provide service organizations with free facility use in exchange for their participation in litter remediation efforts. (Lead – Community Engagement)
- Enhanced enforcement of business sign ordinance.
- Recommit to enforcement of vacant building ordinance and inspire effort on the part of owners to fill the buildings with viable uses.
- Engage residents in keeping alleyways clean.
- Test feasibility of a second green center.

Initiative 2 – Utilize public art to enhance the beauty of our community.

- Continue public arts program.
- Place sculptures and artwork in parks. Consider sculptures that allow children to climb and/or play on the art. (Lead – Parks and Recreation)
- Continue mural and wrap placement.

Initiative 3 – Enhance the beauty and cleanliness of our waterways.

- Enhance waterway clean-ups, e.g. Goose Lake and develop a methodology for cleaning waterfronts with more frequency.
- Engage community partners and other jurisdictions in litter remediation in ditches and waterways for which they hold primary responsibility. (Lead – Public Works and Engineering)

Building A Connected Baytown



Council Goal Statement

Baytown will continue to create places/venues and events that provide our citizens with the opportunity to connect with each other and build a sense of community.

Value Statement

In Baytown, we recognize that in order to build a community, not just a city, we need to provide our citizens with the opportunity to engage with each other in positive settings and circumstances. These collisions and common experiences help to bond people, as we celebrate both our cultural diversity and our shared love of Baytown.

Why This Is Important

Our community's diversity can be its greatest strength, in as much as we are able to bring people together to celebrate both our differences as well as our shared values. This ambition requires both the physical spaces as well as the programming that support bringing citizens together.

Critical Outcomes

- Special events that celebrate our heritage and diversity.
- Physical venues where people can gather and connect.
- City celebrations evolve to meet citizen expectations and retain community interest.

Initiatives and Strategies

Initiative 1 – Expand upon repertoire of existing City events.

- Continue to present elements of National Night Out at Towne Square, but add neighborhood visits.
- Expand Sunday Funday Pop-Up Parks events.
- Add a Christmas festival at Bicentennial in conjunction with other Christmas events, i.e. – Christmas Parade.
- Conceptualize an event that celebrates our heritage as a City.

Initiative 2 – Plan for, improve, and create physical venues around the City that allow people to gather and connect.

- Plan for and implement small gathering venues/performing arts platforms in various locations throughout the City. (Lead – Parks and Recreation)
- As feasible, plan for and develop small performing arts venues in parks.
- Begin conceptualizing a large outdoor performing arts venue. (Lead – Administration)
- Invest in improvements to the Art League Building. (Lead – Public Works and Engineering)

Tool Box

The 2021 Council Retreat produced great conversations and resulted in a significant number of bold initiatives. The format utilized in the retreat does not, however, narrow discussion to solely those ideas that align with the tenets or directives of the strategic plan. Other Council ideas may also reference issues already being addressed by staff or some that can and likely should be implemented far in advance of the beginning of the next fiscal year. The tool box is a section that captures these ideas and initiatives. Also provided is a brief description of each element and, where possible, an update on where implementation sits as of the date of this plan.

- Leverage remote working opportunities: In concert with Human Resources, all department heads and City Administration are in the process of developing a number of policy adaptations that will attempt to incorporate not only this element, but also include additional ideas intended to bring greater work/life balance to our employees.
- Meeting in a Box: Meeting in a Box is a public engagement technique designed for community groups, neighborhood associations, or friends to gather at convenient time and location to share their opinions about a plan or project in their community. We will ensure that our Community Engagement staff evaluate this potential tool. They have proven to be very open with regard to a number of innovative tools that hold the potential of helping us achieve greater community involvement and dialogue.
- Evaluate on-going EDF involvement. Council recently renewed a year contract with EDF. We recommend following through with the initiative of developing an economic development strategic plan. This can and should be the platform from which we make future determinations.
- Summary of economic development programs: Council would like to be aware of the numbers and types of economic development programs we currently offer, together with metrics that describe how often these tools are utilized. This can be accomplished in this fiscal year.
- Focus on recruiting use of vacant City property on the corner of Wade and Alexander: The City is currently engaged in a platting process to subdivide the property into three primary parcels. The first has already drawn a proposed purchase from Chick-Fil-A (northern front parcel). The southern-front parcel will be available for additional commercial development. The eastern portion will be accessible by a driveway or roadway on the south side of the property. It is likely that this eastern piece will draw the interest of a professional office or residential developer, although we cannot rule out the possibility of additional commercial on the property.
- Remain sensitive to the need for Spanish translations for all economic development communications and programming: We will be cognizant of this need and employ every effort to provide Spanish translations.
- Create a vision/plan for Bayland Island and nearby amenities that would provide a synergy of entertainment and recreation options: There are several initiatives being addressed that would significantly add to our inventory of amenities in this part of the City. Administration will work with Economic Development to articulate a vision and plan. Meanwhile, the master planning of this area of the City is on-going, and is being conducted by Kimley Horn. (Lead – Economic Development)
- Evergreen Bluff development: It is very likely that this property will be incorporated into the development of the larger area, i.e. – golf course and adjacent properties. Developers have expressed interest in developing this property into a pier amenity.
- Continue to seek collaboration with Harris County specific to the development of Russell Park: Discussions have been held and additional collaborations will be held with Harris County

regarding the funding of Russell Park. Additionally, our staff will remain vigilant of additional grant funding opportunities.

- Chambers County Park: Discussions are ongoing regarding a possible collaboration between Baytown and Chambers County to develop a park and baseball complex just east of 146 and between Old Needlepoint and Kilgore Parkway.
- More communication associated with street projects: We are going to endeavor to deliver a tentative schedule of road projects by district to each Council member. We will also continue our use of “Better Baytown” and “Baytown Engage” to communicate the status of road projects.
- Durain Ferry: This is an area that suffers from chronic tidal impacts. There are concerns that there are drainage issues that are not tide connected. We will again examine this area to evaluate whether there exist other mitigative measures we can take.
- North Main speeding (I-10 to Wallisville): Police has been alerted to this situation and has deployed additional enforcement resources to this area.
- Ditch ownership clarification: Staff will endeavor to produce a map based on interjurisdictional data associated with ditch maintenance responsibilities.
- Metal plate proliferation: Administration has instructed PWE to proactively retrieve metal plates that are not part of active construction. We will further contact external jurisdictions and utilities and request that they provide us with timelines associated with construction.
- Water line on Tri City Beach Rd.: There is peninsula in the extreme southeast portion of the incorporated limits that was annexed into the City decades ago. The residents residing in this area, prior to incorporation, received their water and waste water service via well and septic respectively. A determination from Engineering in 2017 estimated a cost of \$1 million to extend water service to these residences. A more recent PWE estimate (September 16, 2021) estimated that it would cost more than three quarters of a million dollars. However, it was noted by staff that such cost estimate did not consider likely obstacles in the ROW, soil conditions, driveway replacement, etc. This is very much a starting point. We have held in the past that it is prudent to allow the master planning in this area to proceed and conduct another survey of costs associated with project at that time. There should also be consideration of future development, which could bear the costs of utility extension. We will ensure that, as part of the master planning process, this project is once again evaluated.
- I-10 bridge and overpass clean-up: PWE has designated four pilot projects along I-10. Staff is current seeking bids, and we will move on these projects as soon as possible.
- App to make it easier to find your council person: The City is in the process of developing a new app. We will ensure that there are features built into the app that provide facilitated access to council information.
- Two-way traffic on Defee and Sterling: PWE is currently engaged in a traffic analysis of these streets. We expect that these will last until Spring 2022. At that time, we will provide a plan associated to conversion of these streets to two-way.
- Continue Garth Road reconstruction project: Utility work will proceed on Garth this year for the first two phases (A&B) of Garth. The City is applying this year for a grant for section or phase F, Baker to 146. We continue to be engaged with HGAC to ensure that we remain in consideration for future funding.
- Revisit and expand policies on work/life balance: Administration is cooperating with department directors to accomplish a complete re-visit and likely modifications to current policies that touch on life/work balance.

- Review format and timing of Council meetings: Determine feasibility of changing Council meetings to a daytime format and continuance of Zoom citizen participation. We will schedule a discussion of daytime Council meetings, and City Clerk's Office will investigate feasibility of Zoom continuance.
- Term limits for committee and commission members: We have set a work session time to discuss this subject with Council.
- Reviewing schedule of parks project: Staff is currently composing a schedule of parks projects to be shared with Council. Further, the PR Director has committed to a format and more regular communication with Council with regard to the progress of parks related projects.

FY23 PROPOSED - FUNDED SUPPLEMENTAL REQUESTS

Description	Adopted Amount
Broadband Study	\$ 150,000.00
Baytown Image Research and Marketing Strategy	\$ 150,000.00
Chemical Dispersing Drone	\$ 27,837.99
Town Square Equipment Storage	\$ 280,000.00
Property Appraisals	\$ 50,000.00
Prisoner Transport Vehicle	\$ 93,920.00
Trash-Off Event	\$ 35,000.00
Turf Sweep Town Square	\$ 60,000.00
ULDC Update	\$ 200,000.00
Front Window Renovations - Municipal Court	\$ 41,000.00
Aerial Mosquito Contract	\$ 101,737.00
Meeting Room Furniture - Health	\$ 20,582.00
Bucket Truck	\$ 225,000.00
Electric Fork Lift	\$ 38,647.00
Long Range Planning - Downtown/Central Baytown	\$ 160,000.00
Youth Summer Camp	\$ 70,000.00
Truck for New Building Inspector (if approved)	\$ 40,500.00
Citywide Streetlight Study	\$ 100,000.00
Evaluation of City Development Code	\$ 50,000.00
16 Yard Dump Truck	\$ 120,000.00
Disc Golf Course	\$ 811,000.00
Thompson Area Park with TPWG	\$ 140,000.00
Basketball Court Enhancements (Bergeron, Allenbrook, Central Heights)	\$ 420,000.00
Art in the Park (various parks BNC)	\$ 50,000.00
League Park Improvements	\$ 70,000.00
Town Square Ice Rink Chiller Rental and Misc. Replacements	\$ 110,000.00
Lakewood Community Dog Park	\$ 220,000.00
Jenkins Park Clubhouse	\$ 270,000.00
Bayland Marina Park	\$ 800,000.00
Roseland Park Parking Lot	\$ 105,000.00
100 Block of Town Square	\$ 200,000.00
Waterfront Adventure Course Study	\$ 45,000.00
Major Street Cleaning Program	\$ 437,253.00
Watershed Management Plan	\$ 150,000.00
Chlorine Hoist	\$ 20,000.00
Basin Crane Replacement	\$ 20,000.00
GST Pressure Washing - Tank Cleaning	\$ 33,000.00
Mechanical Repair Service Contract	\$ 300,000.00
Maintenance Mechanical Technician WWT	\$ 71,122.00
Clarifier Worm Gear Box Replacement	\$ 35,000.00
Central District Digester 3 Air Line Repair	\$ 36,000.00
East District Influent Valves	\$ 230,000.00
Mechanical Repair Service Contract	\$ 250,000.00
Water Tight Manholes	\$ 37,500.00
Fiber between Public Safety Building and 911 Center	\$ 1,500,000.00
Fiber between MSC, City Hall, Fire Station 2, and Utility Billing	\$ 250,000.00

FUNDED SUPPLEMENTAL REQUESTS - FY23
NEW POSITIONS

Division Name	Description	Amount
City Manager's Office	Economic Development Specialists	\$ 144,000.00
Finance	Meter Specialists	\$ 80,000.00
Health	Neighborhood Protection Inspector III	\$ 100,000.00
Human Resources	Human Resources Generalist	\$ 64,000.00
ITS	Computer Support Specialist	\$ 88,000.00
Parks & Recreation	Wetlands Animal Care Technician (PT)	\$ 15,000.00
Parks & Recreation	Construction Technicians	\$ 108,000.00
Parks & Recreation	Maintenance Technician	\$ 41,000.00
Parks & Recreation	Grounds Technicians	\$ 90,000.00
Parks & Recreation	Warehouse Part Runner (PT)	\$ 15,000.00
Planning & Development Services	Building Services Inspector I-IV	\$ 47,000.00
Planning & Development Services	Permit Specialist	\$ 47,000.00
Police	PD Community Service Supervisor	\$ 60,000.00
Police	Open Records Specialist II	\$ 47,000.00
Police	Detention Officers	\$ 82,000.00
Police	Property Room Specialists	\$ 82,000.00
Police	Crime Scene Specialists	\$ 104,000.00
Public Affairs	Tourism Technician (PT)	\$ 20,000.00
PWE	Facilities Specialists I/II/III	\$ 94,000.00
PWE	Traffic Control Specialist	\$ 41,000.00
PWE	Right of Way Coordinator	\$ 90,000.00
PWE	Project Manager	\$ 85,000.00
PWE	Equipment Specialists I & II	\$ 94,000.00
PWE	Heavy Equipment Operator II	\$ 47,000.00
PWE	Wastewater Operator I/II/III	\$ 47,000.00
PWE	Contract Administrator	\$ 65,000.00
PWE	Assistant Construction Manager	\$ 65,000.00
PWE	Construction Inspector	\$ 49,000.00
PWE	Asset Management Analyst	\$ 52,000.00

Amounts do not include benefits



CITY OF BAYTOWN
EXPENDITURE BUDGET SUMMARY COMPARISON
Expenditure/Expense Comparison of 2022 Budget to 2023 Proposed

	Budget 2021-22	Proposed 2022-23	Amount of Incr. (Decr.)	Percent of Incr. (Decr.)
<u>Governmental Fund Types:</u>				
General Fund	\$ 136,918,411	\$ 148,480,802	\$ 11,562,391	8.4%
Debt Service Fund	25,276,519	26,423,903	1,147,384	4.5%
Hotel/Motel Tax Fund	4,609,715	2,923,501	(1,686,214)	(36.6%)
Total	166,804,646	177,828,206	11,023,561	6.6%
<u>Enterprise Fund Types:</u>				
Aquatics Fund	4,185,245	4,049,405	(135,840)	(3.2%)
Water & Sewer Fund	49,970,753	48,417,616	(1,553,136)	(3.1%)
WWIS Fund	9,297,047	12,221,309	2,924,262	31.5%
Sanitation Fund	7,055,802	7,770,565	714,763	10.1%
Storm Water Utility Fund	4,996,290	5,133,596	137,306	2.7%
Total	75,505,137	77,592,491	2,087,355	2.8%
<u>Central Services Fund Types:</u>				
Garage Fund	2,619,760	3,384,523	764,763	29.2%
Warehouse Fund	353,937	413,479	59,542	16.8%
Total	2,973,697	3,798,003	824,305	27.7%
Total All Fund Types	\$ 245,283,480	\$ 259,218,700	\$ 13,935,221	5.7%

CITY OF BAYTOWN
BUDGET SUMMARY COMPARISON
Consolidated Summary of Fund Balances/Working Capital

	Estimated Fund Balance/ Working Capital* at 10/01/22	Adopted Revenues	Adopted Expenditures or Expenses	Revenues Over (Under) Expenses/ Expenditures	Projected Fund Balance/ Working Capital* at 09/30/23
<u>Governmental Fund Types:</u>					
General Fund	\$ 43,223,672	\$ 128,842,691	\$ 148,480,802	\$ (19,638,111)	\$ 23,585,561
Debt Service Fund	20,131	27,291,935	26,423,903	868,032	888,163
Hotel/Motel Tax Fund	2,251,550	1,672,408	2,923,501	(1,251,093)	1,000,457
Total	45,495,353	157,807,034	177,828,206	(20,021,172)	25,474,181
<u>Enterprise Fund Types*:</u>					
Aquatics Fund	1,045,191	3,648,700	4,049,405	(400,705)	644,485
Water & Sewer Fund	6,742,617	47,376,410	48,417,616	(1,041,206)	5,701,411
WWIS Fund	4,857,670	11,600,988	12,221,309	(620,321)	4,237,349
Sanitation Fund	1,686,042	8,263,319	7,770,565	492,754	2,178,796
Storm Water Utility Fund	2,665,506	4,082,156	5,133,596	(1,051,440)	1,614,066
Total	16,997,025	74,971,573	77,592,491	(2,620,919)	14,376,107
<u>Internal Service Fund Types*:</u>					
Garage Fund	581,844	3,250,000	3,384,523	(134,523)	447,320
Warehouse Fund	282,782	265,690	413,479	(147,789)	134,993
Total	864,626	3,515,690	3,798,003	(282,313)	582,313
Total All Funds	\$ 63,357,004	\$ 236,294,297	\$ 259,218,700	\$ (22,924,404)	\$ 40,432,600

* Fund balance is measured for governmental fund types; for proprietary fund types (consisting of enterprise and internal service funds) working capital is measured. Fund balance equals assets minus liabilities; working capital is defined as current assets minus current liabilities.

CITY OF BAYTOWN
SUMMARY OF ALL FUND TYPES
COMPARATIVE SCHEDULE OF BUDGETS FOR 2023

	Governmental Fund Types	Proprietary Fund Types	Combined 2023
Revenues			
Taxes	\$ 134,780,472	\$ -	\$ 134,780,472
Licenses & Permits	2,652,467	-	2,652,467
Intergovernmental	1,173,933	1,985,739	3,159,672
Charges for Services	2,487,976	59,139,148	61,627,124
Fines & Forfeitures	1,649,405	973,185	2,622,590
Miscellaneous	1,201,303	145,833	1,347,136
Operating Transfers-in	14,061,478	10,553,145	24,614,623
Total Revenues	<u>158,007,034</u>	<u>72,797,050</u>	<u>230,804,084</u>
Expenditures by Classification			
Personnel Services	88,931,240	17,013,989	105,945,229
Supplies	5,857,520	17,261,866	23,119,387
Maintenance	9,111,309	3,611,910	12,723,219
Services	43,203,130	10,028,666	53,231,796
Sundry	189,642	-	189,642
Miscellaneous	12,000	-	12,000
Operating Transfers Out	1,127,811	-	1,127,811
Total Operating	<u>148,432,652</u>	<u>47,916,432</u>	<u>196,349,084</u>
Capital Outlay	1,169,217	1,474,700	2,643,917
Debt Requirements	500,000	11,278,241	11,778,241
Transfers Out	26,864,500	17,434,462	44,298,962
Contingency	2,000,000	375,000	2,375,000
Total Expenditures	<u>178,966,369</u>	<u>78,478,834</u>	<u>257,445,203</u>
Excess (Deficit) Revenues Over Expenditures	(20,959,335)	(5,681,784)	(26,641,119)
Fund Balance - Beginning	<u>56,851,537</u>	<u>18,657,532</u>	<u>75,509,068</u>
Fund Balance - Ending	<u><u>\$ 35,892,202</u></u>	<u><u>\$ 12,975,748</u></u>	<u><u>\$ 48,867,949</u></u>

CITY OF BAYTOWN
SUMMARY OF GOVERNMENTAL FUND TYPES
COMPARATIVE SCHEDULE OF BUDGETS FOR 2023

	General Fund	Debt Service Fund	Hotel/Motel Fund	Combined 2023
Revenues				
Taxes	\$ 116,512,527	\$ 16,617,870	\$ 1,650,075	\$ 134,780,472
Licenses & Permits	2,652,467	-	-	2,652,467
Intergovernmental	1,173,933	-	-	1,173,933
Charges for Services	2,487,976	-	-	2,487,976
Fines & Forfeitures	1,649,405	-	-	1,649,405
Miscellaneous	1,158,970	20,000	22,333	1,201,303
Operating Transfers-in	3,207,413	10,854,065	-	14,061,478
Total Revenues	128,842,691	27,491,935	1,672,408	158,007,034
Expenditures by Classification				
Personnel Services	88,578,271	-	352,968	88,931,240
Supplies	5,816,670	-	40,850	5,857,520
Maintenance	9,061,309	-	50,000	9,111,309
Services	15,387,381	27,312,066	503,683	43,203,130
Sundry	63,642	-	126,000	189,642
Miscellaneous	12,000	-	-	12,000
Operating Transfers Out	1,127,811	-	-	1,127,811
Total Operating	120,047,085	27,312,066	1,073,501	148,432,652
Capital Outlay	1,169,217	-	-	1,169,217
Debt Requirements	-	500,000	-	500,000
Transfers Out	25,264,500	-	1,600,000	26,864,500
Contingency	2,000,000	-	-	2,000,000
Total Expenditures	148,480,802	27,812,066	2,673,501	178,966,369
Excess (Deficit) Revenues Over Expenditures				
	(19,638,111)	(320,131)	(1,001,093)	(20,959,335)
Fund Balance - Beginning	48,376,745	3,249,299	5,225,493	56,851,537
Fund Balance - Ending	\$ 28,738,634	\$ 2,929,168	\$ 4,224,400	\$ 35,892,202

CITY OF BAYTOWN
GOVERNMENTAL FUND EXPENDITURE DETAIL
FOR FISCAL YEAR 2023

Acct.#	Account Description	General Fund	Debt Service Fund	Hotel/Motel Fund	Combined Total
71002	Regular Wages	\$ 55,601,306	\$ -	\$ 213,323	\$ 55,814,629
71003	Part Time Wages	1,428,269	-	44,000	1,472,269
71009	Overtime	2,286,243	-	-	2,286,243
71021	Health Insurance	10,019,677	-	39,518	10,059,195
71011	Extra Help/Temporary	50,000	-	-	50,000
71022	TMRS	10,577,915	-	37,972	10,615,886
71023	FICA	4,593,825	-	17,849	4,611,674
71028	Workers Compensation	956,988	-	307	957,295
71041	Allowances	818,544	-	-	818,544
71081	Retired Employee Benefits	2,243,504	-	-	2,243,504
	Total Personnel Services	88,578,271	-	352,968	88,931,240
72001	Office Supplies	243,933	-	2,000	245,933
72002	Postage Supplies	111,365	-	1,000	112,365
72004	Printing Supplies	189,211	-	7,750	196,961
72005	Animal Feed Supplies	37,927	-	-	37,927
72006	Clothing Allowance	40,620	-	-	40,620
72007	Wearing Apparel	566,007	-	1,000	567,007
72010	Garbage Bags	600	-	-	600
72011	Disaster Supplies	15,120	-	-	15,120
72013	Program Supplies	10,300	-	24,100	34,400
72016	Motor Vehicle Supplies	1,550,025	-	-	1,550,025
72019	Supplies Purch For Resale	48,000	-	2,000	50,000
72021	Minor Tools	307,442	-	-	307,442
72022	Fuel For Generators	5,000	-	-	5,000
72023	Library Materials	245,000	-	-	245,000
72026	Cleaning & Janitorial Sup	197,624	-	1,000	198,624
72031	Chemical Supplies	625,797	-	-	625,797
72032	Medical Supplies	317,094	-	-	317,094
72036	Identification Supplies	115,070	-	-	115,070
72041	Educational Supplies	662,461	-	2,000	664,461
72045	Computer Software Supply	142,507	-	-	142,507
72046	Botanical Supplies	157,543	-	-	157,543
72055	Laboratory Supplies	7,200	-	-	7,200
72056	Street Marking Supplies	150,000	-	-	150,000
72061	Meeting Supplies	70,825	-	-	70,825
	Total Supplies	5,816,670	-	40,850	5,857,520
73001	Land Maintenance	1,043,410	-	-	1,043,410
73011	Buildings Maintenance	1,389,263	-	-	1,389,263
73012	Docks & Piers Maintenance	12,400	-	-	12,400
73013	Recreation Equip Maint	167,760	-	-	167,760
73022	Sanitary Sewers Maint	1,600	-	-	1,600

**CITY OF BAYTOWN
GOVERNMENTAL FUND EXPENDITURE DETAIL
FOR FISCAL YEAR 2023**

Acct.#	Account Description	General Fund	Debt Service Fund	Hotel/Motel Fund	Combined Total
73025	Streets Sidewalks & Curbs	975,056	-	-	975,056
73027	Heat & Cool Sys Maint	287,500	-	-	287,500
73028	Electrical Maintenance	191,310	-	-	191,310
73041	Furniture/Fixtures Maint	195,959	-	-	195,959
73042	Machinery & Equip Maint	2,850,328	-	-	2,850,328
73043	Motor Vehicles Maint	1,065,490	-	-	1,065,490
73044	Street Signs Maint	227,450	-	50,000	277,450
73045	Radio & Testing Equipment	73,000	-	-	73,000
73046	Books - Maintenance	65,663	-	-	65,663
73048	Signal Systems Maint	218,000	-	-	218,000
73049	Barricades Maint	40,620	-	-	40,620
73055	Maintenance On Computers	256,500	-	-	256,500
	Total Maintenance	9,061,309	-	50,000	9,111,309
74001	Communication	1,113,661	-	-	1,113,661
74002	Electric Service	927,900	-	-	927,900
74003	Street Lighting	1,116,035	-	-	1,116,035
74004	Water & Sewer	2,500	-	-	2,500
74005	Natural Gas	111,400	-	-	111,400
74007	TWC Claims Paid	85,000	-	-	85,000
74011	Equipment Rental	951,441	-	32,366	983,807
74020	Outside Contracts	181,513	-	-	181,513
74021	Special Services	4,534,383	100,000	166,800	4,801,183
74022	Audits	143,092	-	-	143,092
74023	Industrial Appraisal	50,000	-	-	50,000
74026	Janitorial Services	416,323	-	-	416,323
74029	Service Awards	117,000	-	-	117,000
74031	Wrecker Service	7,000	-	-	7,000
74036	Advertising	269,610	-	235,000	504,610
74042	Education & Training	1,260,725	-	19,000	1,279,725
74045	In-State Investigatv Trvl	4,316	-	-	4,316
74047	Support Of Prisoners	62,562	-	-	62,562
74051	Non City Facility Rental	38,340	-	-	38,340
74054	Council Reimbursables	1,000	-	-	1,000
74056	Vacant Lot Cleaning	200,000	-	-	200,000
74058	Landfill Fees	164,749	-	-	164,749
74061	Demolition Of Structures	500,000	-	-	500,000
74063	Uniform Rental	65,000	-	-	65,000
74064	Staff Development	99,000	-	-	99,000
74070	Elections	600,000	-	-	600,000
74071	Association Dues	155,873	-	50,517	206,390
74072	Legislative Services	220,000	-	-	220,000
74082	Confidential	25,000	-	-	25,000
74123	Instructor Fees	30,000	-	-	30,000

CITY OF BAYTOWN
GOVERNMENTAL FUND EXPENDITURE DETAIL
FOR FISCAL YEAR 2023

Acct.#	Account Description	General Fund	Debt Service Fund	Hotel/Motel Fund	Combined Total
74210	General Liability Ins	44,442	-	-	44,442
74211	K-9 Insurance	6,000	-	-	6,000
74220	Errors & Omissions	79,870	-	-	79,870
74230	Law Enforcement Liability	105,420	-	-	105,420
74240	Auto Liability	328,854	-	-	328,854
74241	Auto Collision	343,473	-	-	343,473
74271	Mobile Equipment	40,000	-	-	40,000
74272	Real & Personal Property	600,000	-	-	600,000
74277	Flood Insurance	105,000	-	-	105,000
74280	Bonds	500	-	-	500
74281	Employee Fraud	5,439	-	-	5,439
74290	Misc Liability	75,000	-	-	75,000
74295	Deductibles	150,000	-	-	150,000
74999	Perf Cont Energy Savings	49,960	-	-	49,960
	Total Services	15,387,381	100,000	503,683	15,991,064
75051	Court Cost	21,228	-	-	21,228
75061	Medical - Preemployment	7,700	-	-	7,700
75064	Medical Services	34,714	-	-	34,714
77106	Little League Light Contr	12,000	-	6,000	18,000
77111	Grant Partnerships	-	-	120,000	120,000
	Total Sundry & Other	75,642	-	126,000	201,642
	Total Operating	118,919,274	100,000	1,073,501	120,092,775
80001	Furniture & Equip <\$10000	16,650	-	-	16,650
85012	Engineer Survey & Inspect	-	-	150,000	150,000
80021	Special Programs	300,000	-	-	300,000
82011	Building & Improvements	326,000	-	-	326,000
84042	Machinery & Equipment	167,147	-	-	167,147
84043	Motor Vehicles	359,420	-	-	359,420
85001	Construction	-	-	1,450,000	1,450,000
	Total Capital Outlay	1,169,217	-	1,600,000	2,769,217
89001	Bond Principal	-	19,324,981	-	19,324,981
89011	Interest On Bonds	-	6,488,922	-	6,488,922
89021	Fiscal Agent Fees	-	10,000	-	10,000
89026	Issuance Cost	-	500,000	-	500,000
	Total Principal & Interest	-	26,323,903	-	26,323,903
91201	To Municipal Ct Security	114,860	-	-	114,860
91226	To Miscellaneous Police	416,750	-	-	416,750
91298	To Wetland Research Ctr	296,201	-	-	296,201
91350	To Gen Capital Proj Fund	7,264,500	-	-	7,264,500

**CITY OF BAYTOWN
GOVERNMENTAL FUND EXPENDITURE DETAIL
FOR FISCAL YEAR 2023**

Acct.#	Account Description	General Fund	Debt Service Fund	Hotel/Motel Fund	Combined Total
91351	To Capital Improvemnt Prg	18,000,000	-	-	18,000,000
91550	To Internal Service Fnd	300,000	-	-	300,000
	Total Other Financing Uses	26,392,311	-	-	26,392,311
99002	Unforeseen/New Initiative	2,000,000	-	250,000	2,250,000
99001	Total Contingencies	2,000,000	-	250,000	2,250,000
	TOTAL EXPENDITURES	\$ 148,480,802	\$ 26,423,903	\$ 2,923,501	\$ 177,828,206

CITY OF BAYTOWN
SUMMARY OF PROPRIETARY FUND TYPES
COMPARATIVE SCHEDULE OF BUDGETS FOR 2023

	Enterprise Funds					Internal Service Funds		Combined 2023
	Aquatics Fund	Water & Sewer Fund	WWIS Fund	Sanitation Fund	Storm Water Utility Fund	Garage Fund	Warehouse Operations Fund	
Revenues								
Intergovernmental	\$ -	\$ 1,985,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,985,739
Charges for Services	3,648,700	42,956,379	-	6,875,651	3,896,904	1,707,987	53,528	59,139,148
Fines & Forfeitures	-	973,185	-	-	-	-	-	973,185
Miscellaneous	-	48,997	13,000	-	-	83,818	18	145,833
Operating Transfers-in	-	60,000	9,368,145	250,000	-	500,000	375,000	10,553,145
Total Revenues	3,648,700	46,024,301	9,381,145	7,125,651	3,896,904	2,291,804	428,546	72,797,050
Expenditures by Classification								
Personnel Services	2,238,670	10,784,800	-	977,307	1,967,315	773,309	272,587	17,013,989
Supplies	590,440	14,833,975	-	66,100	81,300	1,629,451	60,600	17,261,866
Maintenance	748,913	2,456,247	-	97,000	290,000	11,000	8,750	3,611,910
Services	151,168	3,858,428	-	5,915,395	37,175	54,500	12,000	10,028,666
Total Operating	3,729,191	31,933,451	-	7,055,802	2,375,790	2,468,260	353,937	47,916,432
Capital Outlay	-	384,200	-	-	1,000,000	90,500	-	1,474,700
Debt Requirements	-	8,036,191	3,242,050	-	-	-	-	11,278,241
Transfers Out	381,054	9,566,911	6,054,997	-	1,370,500	61,000	-	17,434,462
Unforeseen/New Initiatives	75,000	50,000	-	-	250,000	-	-	375,000
Total Expenditures	4,185,245	49,970,753	9,297,047	7,055,802	4,996,290	2,619,760	353,937	78,478,834
Excess (Deficit) Revenues Over Expenditures	(536,545)	(3,946,452)	84,099	69,848	(1,099,386)	(327,956)	74,608	(5,681,784)
Working Capital- Beginning	199,210	10,984,044	4,288,333	524,100	1,801,508	722,427	137,910	18,657,532
Working Capital - Ending	\$ (337,336)	\$ 7,037,592	\$ 4,372,431	\$ 593,948	\$ 702,122	\$ 394,471	\$ 212,518	\$ 12,975,748

**CITY OF BAYTOWN
PROPRIETARY FUND EXPENDITURE DETAIL
FOR FISCAL YEAR 2023**

Acct#	Account Description	Aquatics Fund	Water & Sewer Fund	WWIS Fund	Sanitation Fund	Storm Water Fund	Garage Fund	Warehouse Operations Fund	Combined Total
71002	Regular Wages	\$ 316,247	\$ 6,821,909	-	\$ 661,352	\$ 1,259,917	\$ 505,795	\$ 176,522	\$ 9,741,742
71003	Part Time Wages	1,510,798	-	-	-	-	-	-	1,510,798
71009	Overtime	15,000	317,161	-	-	29,000	35,000	3,000	399,161
71011	Extra Help/Temporary	-	10,500	-	-	-	-	-	10,500
71021	Health Insurance	60,594	1,796,073	-	184,415	354,461	118,553	52,690	2,566,785
71022	TMRS	56,685	1,216,782	-	117,739	230,927	90,993	31,421	1,744,546
71023	FICA	26,480	522,932	-	50,593	99,247	39,106	13,504	751,862
71028	Workers Compensation	3,055	121,625	-	37,715	51,230	5,628	4,742	223,995
71041	Allowances	2,400	13,800	-	-	3,600	5,400	-	25,200
71081	Retired Employee Benefits	-	1,211,271	-	-	-	-	-	1,211,271
	Total Personnel Services	1,991,259	12,032,053	-	1,051,815	2,028,382	800,475	281,879	18,185,862
72001	Office Supplies	2,725	31,000	-	-	3,000	-	1,000	37,725
72002	Postage Supplies	-	224,060	-	-	500	-	-	224,560
72004	Printing Supplies	2,196	2,000	-	-	2,000	-	-	6,196
72007	Wearing Apparel	32,382	46,899	-	6,000	10,600	4,000	1,500	101,381
72013	Program Supplies	1,254	-	-	-	-	-	-	1,254
72015	Meter Purchase For Resale	-	-	-	-	-	-	100,000	100,000
72016	Motor Vehicle Supplies	-	188,000	-	60,000	84,901	7,000	4,000	343,901
72017	Parts Purchase For Resale	-	-	-	-	-	575,000	-	575,000
72018	Fuel Purchase For Resale	-	-	-	-	-	1,930,349	-	1,930,349
72019	Supplies Purch For Resale	215,554	-	-	-	-	8,000	-	223,554
72021	Minor Tools	8,267	56,168	-	3,000	7,000	8,000	4,000	86,435
72022	Fuel For Generators	-	37,000	-	-	-	-	-	37,000
72026	Cleaning & Janitorial Sup	38,918	11,000	-	-	-	500	-	50,418
72028	Swimming Pool Supplies	75,512	-	-	-	-	-	-	75,512
72031	Chemical Supplies	130,000	491,662	-	750	250	-	-	622,662
72032	Medical Supplies	8,100	400	-	-	-	200	100	8,800
72041	Educational Supplies	8,341	-	-	1,000	3,000	-	-	12,341
72045	Computer Software Supply	62,999	-	-	-	-	-	-	62,999
72046	Botanical Supplies	10,000	-	-	-	-	-	-	10,000
72052	Treated Water Supplies	-	13,501,021	-	-	-	-	-	13,501,021
72055	Laboratory Supplies	-	60,000	-	-	-	-	-	60,000
72061	Meeting Supplies	-	-	-	-	600	-	-	600
	Total Supplies	596,248	14,649,210	-	70,750	111,851	2,533,049	110,600	18,071,707
73001	Land Maintenance	9,600	62,440	-	2,000	-	-	-	74,040
73013	Recreation Equip Maint	759,664	-	-	-	-	-	-	759,664
73022	Sanitary Sewers Maint	-	117,500	-	-	-	-	-	117,500
73023	Water Distrib Sys Maint	-	431,145	-	-	-	-	-	431,145
73024	Reservoirs & Wells Maint	-	20,500	-	-	-	-	-	20,500
73025	Streets Sidewalks & Curbs	-	37,694	-	-	-	-	-	37,694
73026	Storm Drains Maint	-	-	-	-	200,000	-	-	200,000
73028	Electrical Maintenance	52,500	-	-	-	-	-	-	52,500
73042	Machinery & Equip Maint	56,644	1,138,750	-	-	-	2,500	6,000	1,203,894
73043	Motor Vehicles Maint	-	250,000	-	95,000	87,500	4,000	3,000	439,500
73045	Radio & Testing Equipment	3,438	-	-	-	-	-	-	3,438
73047	Meters & Settings Maint	-	596,259	-	-	-	-	-	596,259
73055	Maintenance On Computers	-	45,151	-	-	-	-	-	45,151
	Total Maintenance	881,846	2,699,439	-	97,000	287,500	6,500	9,000	3,981,285
74002	Electric Service	-	1,717,000	-	-	-	-	-	1,717,000
74011	Equipment Rental	1,400	77,000	-	-	-	-	-	78,400
74020	Outside Contracts	26,695	-	-	-	-	30,000	-	56,695
74021	Special Services	63,896	1,561,163	-	390,000	283,000	6,500	10,000	2,314,559
74029	Service Awards	3,790	-	-	-	-	-	-	3,790
74034	Household Garbage Contract	-	-	-	5,975,600	-	-	-	5,975,600
74036	Advertising	92,480	-	-	1,500	2,500	-	-	96,480

**CITY OF BAYTOWN
PROPRIETARY FUND EXPENDITURE DETAIL
FOR FISCAL YEAR 2023**

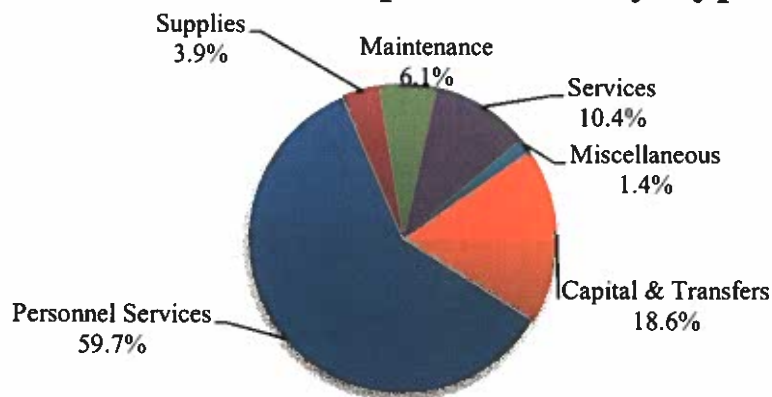
Acct#	Account Description	Aquatics Fund	Water & Sewer Fund	WWIS Fund	Sanitation Fund	Storm Water Fund	Garage Fund	Warehouse Operations Fund	Combined Total
74040	Recycling Services	-	-	-	86,505	-	-	-	86,505
74042	Education & Training	10,000	101,080	-	7,000	23,600	8,000	2,000	151,680
74050	Disposal Services	-	502,000	-	339,395	-	-	-	841,395
74071	Association Dues	840	2,152	-	-	764	-	-	3,756
	Total Services	199,101	3,960,395	-	6,800,000	309,864	44,500	12,000	11,325,860
	Total Operating	3,668,454	33,341,096	-	8,019,565	2,737,596	3,384,523	413,479	51,564,714
84042	Machinery & Equipment	-	301,000	-	-	350,000	-	-	651,000
84043	Motor Vehicles	-	-	-	51,000	-	-	-	51,000
85001	Construction	-	-	-	-	400,000	-	-	400,000
	Total Capital Outlay	-	301,000	-	51,000	750,000	-	-	1,102,000
89001	Bond Principal	-	-	4,155,000	-	-	-	-	4,155,000
89011	Interest On Bonds	-	-	1,994,525	-	-	-	-	1,994,525
89021	Fiscal Agent Fees	-	-	34,000	-	-	-	-	34,000
89027	Amortize Issuance Costs	-	-	50,000	-	-	-	-	50,000
	Total Principal & Interest	-	-	6,233,525	-	-	-	-	6,233,525
91101	To General Fund	250,000	1,561,163	-	-	-	-	-	1,811,163
91350	To Gen Capital Proj Fund	-	88,000	-	-	496,000	-	-	584,000
91401	To G O I S	-	-	5,987,784	-	-	-	-	5,987,784
91520	To Water And Sewer Fund	60,000	-	-	-	-	-	-	60,000
91522	To W W I S	70,951	9,626,357	-	-	900,000	-	-	10,597,309
91527	To CIPF - Water&Sewer	-	3,000,000	-	-	-	-	-	3,000,000
91550	To Internal Service Fnd	-	350,000	-	-	-	-	-	350,000
91552	To Warehouse Operations	-	150,000	-	-	-	-	-	150,000
	Total Other Financing Uses	380,951	14,775,520	5,987,784	-	1,396,000	-	-	22,540,255
99002	Unforeseen/New Initiative	-	-	-	-	250,000	-	-	250,000
	Total Contingencies	-	1,000,000	-	-	250,000	-	-	1,250,000
	TOTAL EXPENDITURES	\$ 4,049,405	\$ 49,417,616	\$ 12,221,309	\$ 8,070,565	\$ 5,133,596	\$ 3,384,523	\$ 413,479	\$ 82,690,494



**CITY OF BAYTOWN
GENERAL FUND 101
BUDGET SUMMARY BY TYPE OF EXPENDITURE**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Taxes - Property	\$ 21,842,078	\$ 22,750,000	\$ 22,634,445	\$ 24,000,000
Taxes - Sales & Franchise	22,950,818	23,319,476	24,164,873	25,317,917
Payment In Lieu of Taxes	250,089	435,826	389,645	410,000
Special Assessments	253,267	306,906	284,610	284,610
Industrial District Taxes	64,207,336	66,775,000	66,468,000	66,500,000
Total Taxes	109,503,588	113,587,208	113,941,573	116,512,527
Licenses & Permits	2,746,436	3,058,768	2,300,267	2,652,467
Intergovernmental	1,151,325	1,134,282	1,133,129	1,173,933
Charges for Services	2,419,128	2,608,269	2,482,849	2,487,976
Fines & Forfeitures	1,375,912	1,478,673	1,249,302	1,649,405
Miscellaneous	793,109	1,162,789	523,782	1,158,970
Transfers In	3,095,062	3,143,516	3,143,516	3,207,413
Total Revenues	121,084,560	126,173,506	124,774,419	128,842,691
Recurring Expenditures by Type				
Personnel Services	80,117,651	83,845,937	77,505,959	88,578,271
Supplies	3,740,968	4,724,331	4,843,090	5,816,670
Maintenance	5,914,799	7,715,170	8,289,401	9,061,309
Services	9,019,120	13,220,972	12,751,553	15,387,381
Sundry	26,012	89,544	47,811	63,642
Miscellaneous	12,000	12,000	12,000	12,000
Operating Transfers Out	-	4,069,451	4,069,451	1,127,811
Total Operating	98,830,552	113,677,406	107,519,266	120,047,085
Non-Recurring Expenditures				
Capital Outlay	223,362	2,147,118	2,389,593	1,169,217
Transfers Out	12,064,933	20,766,964	20,016,964	25,264,500
Contingency	-	326,924	-	2,000,000
Total Expenditures	111,118,846	136,918,411	129,925,823	148,480,802
Excess (Deficit) Revenues				
Over Expenditures	9,965,714	(10,744,906)	(5,151,404)	(19,638,111)
Fund Balance - Beginning	38,409,362	48,375,076	48,375,076	43,223,672
Fund Balance - Ending	\$ 48,375,076	\$ 37,630,170	\$ 43,223,672	\$ 23,585,561
Days of Operating Expenditures	179	121	147	72

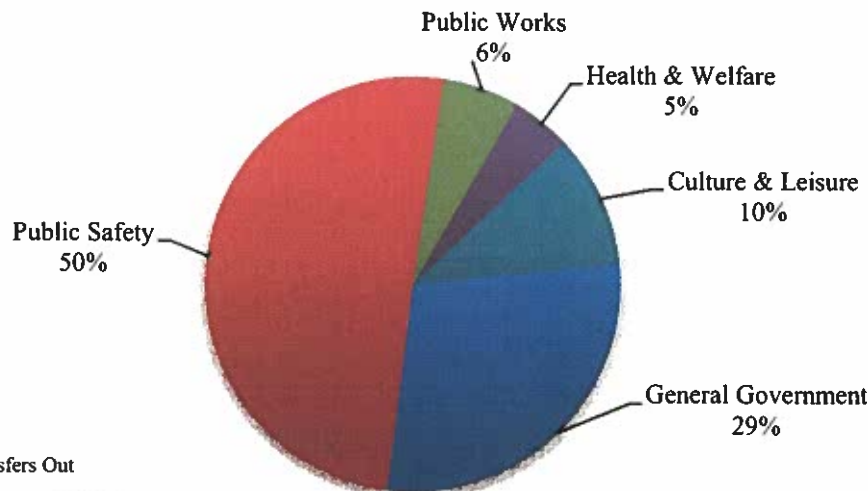
General Fund Expenditures by Type



**CITY OF BAYTOWN
GENERAL FUND 101
BUDGET SUMMARY BY FUNCTION OF EXPENDITURE**

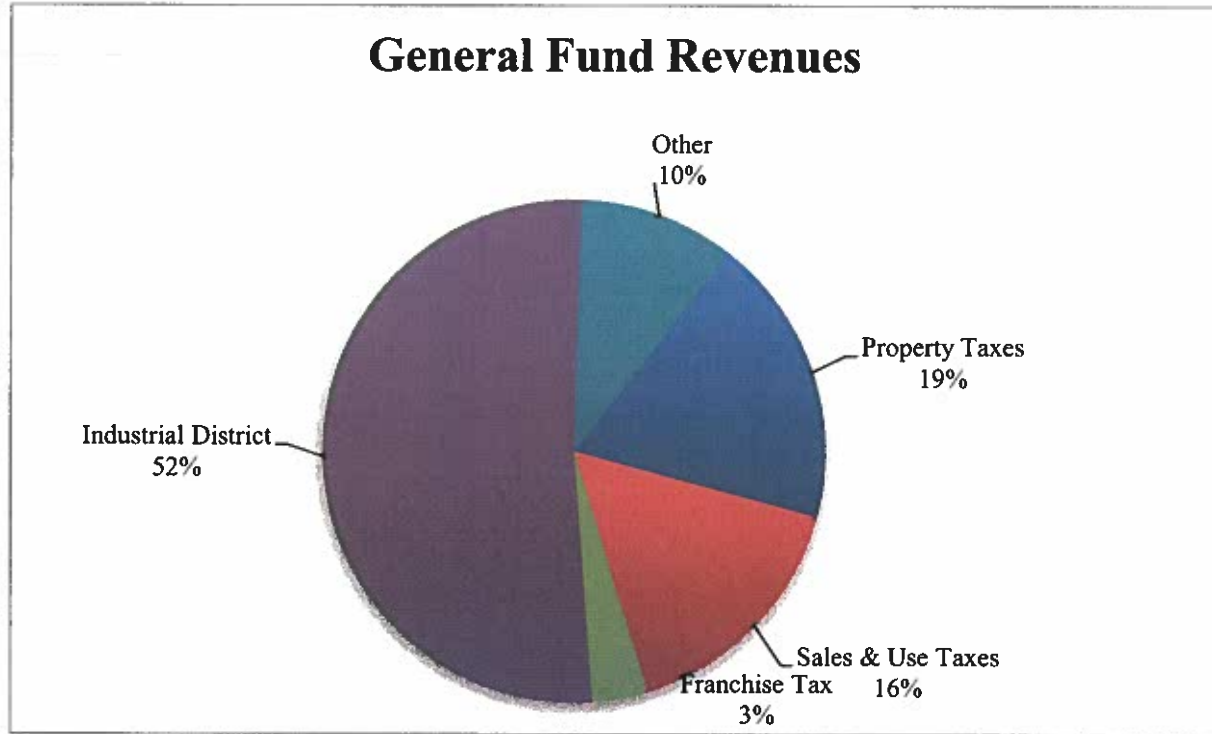
	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Taxes - Property	\$ 21,842,078	\$ 22,750,000	\$ 22,634,445	\$ 24,000,000
Taxes - Sales & Franchise	22,950,818	23,319,476	24,164,873	25,317,917
Payment In Lieu of Taxes	250,089	435,826	389,645	410,000
Special Assessments	253,267	306,906	284,610	284,610
Industrial District Taxes	64,207,336	66,775,000	66,468,000	66,500,000
Total Taxes	109,503,588	113,587,208	113,941,573	116,512,527
Licenses & Permits	2,746,436	3,058,768	2,300,267	2,652,467
Intergovernmental	1,151,325	1,134,282	1,133,129	1,173,933
Charges for Services	2,419,128	2,608,269	2,482,849	2,487,976
Fines & Forfeitures	1,375,912	1,478,673	1,249,302	1,649,405
Miscellaneous	793,109	1,162,789	523,782	1,158,970
Transfers In	3,095,062	3,143,516	3,143,516	3,207,413
Total Revenues	121,084,560	126,173,506	124,774,419	128,842,691
Expenditures by Function				
General Government	21,512,978	30,554,032	26,621,000	34,610,859
Public Safety	57,088,079	57,567,309	55,934,300	60,935,371
Public Works	6,639,589	6,338,420	6,571,713	7,283,075
Health & Welfare	3,785,456	5,083,297	4,035,731	5,621,867
Culture & Leisure	9,804,450	11,141,821	10,287,071	12,468,102
Capital	223,362	2,147,118	2,389,593	1,169,217
Transfers Out	12,064,933	24,086,415	24,086,415	26,392,311
Total Expenditures	111,118,845	136,918,411	129,925,823	148,480,802
Excess (Deficit) Revenues				
Over Expenditures	9,965,715	(10,744,906)	(5,151,404)	(19,638,111)
GAAP to budget basis adjustment				
Fund Balance - Beginning	38,409,362	48,375,076	48,375,076	43,223,672
Fund Balance - Ending	\$ 48,375,076	\$ 37,630,170	\$ 43,223,672	\$ 23,585,561

General Fund Expenditures by Function*



**CITY OF BAYTOWN
GENERAL FUND REVENUE SUMMARY**

Revenue	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Property Taxes	\$ 21,842,078	\$ 22,750,000	\$ 22,634,445	\$ 24,000,000
Sales & Use Taxes	18,548,081	18,678,559	19,697,550	20,677,000
Franchise Tax	4,402,737	4,640,917	4,467,323	4,640,917
Payment In Lieu of Taxes	250,089	435,826	389,645	410,000
Special Assessments	253,267	306,906	284,610	284,610
Industrial District	64,207,336	66,775,000	66,468,000	66,500,000
Licenses & Permits	2,746,436	3,058,768	2,300,267	2,652,467
Intergovernmental	1,151,325	1,134,282	1,133,129	1,173,933
Charges For Services	2,419,128	2,608,269	2,482,849	2,487,976
Fines & Forfeitures	1,375,912	1,478,673	1,249,302	1,649,405
Miscellaneous	793,109	1,162,789	523,782	1,158,970
Transfers	3,095,062	3,143,516	3,143,516	3,207,413
TOTAL REVENUES	\$ 121,084,560	\$ 126,173,506	\$ 124,774,419	\$ 128,842,691



CITY OF BAYTOWN
GENERAL FUND REVENUE DETAIL

Revenue	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Property Taxes				
41101 Current Yr Property Taxes	\$ 20,672,733	\$ 22,000,000	\$ 22,077,753	\$ 23,425,000
41102 Prior Year Property Taxes	507,846	400,000	180,953	200,000
41103 Penalty And Interest	661,499	350,000	375,738	375,000
Total Property Tax	21,842,078	22,750,000	22,634,445	24,000,000
Sales & Use Taxes				
41201 Sales Tax	19,153,520	18,608,578	20,500,000	21,525,000
41202 Mixed Drink Tax	214,496	235,831	246,550	247,000
41250 Rebates (Contra)	(819,935)	(165,850)	(1,049,000)	(1,095,000)
Total Sales & Use Tax	18,548,081	18,678,559	19,697,550	20,677,000
Franchise Tax				
41301 Electric Franchise Fees	2,558,293	2,634,565	2,559,684	2,634,565
41302 Nat. Gas Franchise Fees	386,402	452,945	438,849	452,945
41303 Telephone Franchise Fees	136,446	162,565	129,602	162,565
41304 Cable Franchise Fees	862,420	992,728	968,059	992,728
41312 Solid Waste - Commercial	459,176	398,115	371,130	398,115
Total Franchise Tax	4,402,737	4,640,917	4,467,323	4,640,917
Payment in Lieu of Taxes				
41500 Payment In Lieu Of Taxes	250,089	435,826	389,645	410,000
45101 Principal - Special Assmt	253,267	306,906	284,610	284,610
Total Payment in Lieu of Taxes	503,356	742,732	674,255	694,610
Industrial District Tax				
41501 ED Revenue	8,554,246	9,175,000	9,268,000	10,000,000
41400 ID Revenue	55,653,090	57,600,000	57,200,000	56,500,000
TOTAL TAXES	109,503,588	113,587,208	113,941,573	116,512,527
Licenses & Permits				
42001 Building	1,856,018	1,977,498	1,575,656	1,680,025
42002 Plumbing	123,064	131,873	75,939	123,608
42003 Mech & Air Conditioning	94,690	115,931	50,031	86,552
42005 Multi-Family Dwellings	80,748	94,449	94,977	94,977
42006 Electrical	188,226	228,476	115,674	149,651
42007 Demolition	4,523	3,456	5,223	4,772
42008 Mobile Homes	11,577	11,277	1,823	13,053
42009 Sign Operating	39,817	46,989	9,906	53,918
42010 Contractor Registratn Fee	15,075	14,060	4,988	12,627
42014 Garage Sale Permit	11,140	11,217	2,860	10,750
42021 Health	208,546	302,937	300,464	300,464
42031 Alcoholic Beverage	41,428	43,377	42,173	42,456
42036 Waste Collection Permit	1,960	2,936	4,890	4,890
42041 Pipeline Fees	54,113	56,722	-	56,179
42043 Credit Access Bus. Fee	350	541	-	541
42045 Oem Permit Fees	675	1,043	1,125	1,250
42091 Miscellaneous	14,487	15,987	14,540	16,755
Total Licenses & Permits	2,746,436	3,058,768	2,300,267	2,652,467
Intergovernmental				
43208 Dept Of Transportation	50,755	39,208	38,055	90,715
43301 Emergency Svcs. Revenue	1,100,570	1,095,074	1,095,074	1,083,218
Total Intergovernmental	1,151,325	1,134,282	1,133,129	1,173,933

**CITY OF BAYTOWN
GENERAL FUND REVENUE DETAIL**

Revenue	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Charges for Services				
44112 Recovery Of Damages	4,166	5,267	73,489	-
44113 Subdivision Filing Fee	116,032	113,528	103,645	113,528
44114 Vital Statistics	112,712	111,661	77,659	111,661
44115 Animal Control Fees	22,390	28,173	26,510	28,173
44116 Weed Mowing	179,968	165,979	211,607	169,731
44121 Ambulance	1,659,521	1,683,136	1,599,089	1,681,584
44125 Mun Ct Cr Card Proc Fee	(3,127)	(3,104)	-	(5,691)
44137 False Alarm Reg. & Fees	325	502	-	7,725
44141 Curbs & Drainage	4,344	4,709	3,696	5,668
44305 Other Academy Fees-Outsid	11,950	15,998	8,000	10,000
Total Charges for Services	2,108,283	2,125,849	2,103,695	2,122,378
Cultural & Recreational				
44201 Facility Rental	106,405	125,641	133,685	125,641
44202 Special Events Revenue	21,775	78,419	43,016	44,754
44205 Leisure Programs	26,543	27,468	29,398	30,203
44207 Athletics Fees	93,338	156,139	94,643	100,000
44215 Concessions	62,783	94,753	78,412	65,000
Total Cultural & Recreational	310,845	482,420	379,154	365,598
TOTAL SERVICES CHARGES	2,419,128	2,608,269	2,482,849	2,487,976
Fines & Forfeitures				
45001 Municipal Court	1,283,785	1,380,340	1,160,075	1,540,023
45002 Library Fees And Fines	13,318	11,891	12,870	18,507
45005 Motor Carrier Violations	78,809	86,443	76,358	90,874
Total Fines & Forfeitures	1,375,912	1,478,673	1,249,302	1,649,405
Miscellaneous				
46023 Fire Inspections Fees	45,449	43,042	50,000	39,224
49001 Sale Of City Property	342,035	392,668	-	392,668
49003 Investment Interest	144,345	188,754	-	188,754
49004 Interest On Receivables	674	791	-	791
49009 Rental Of Land	109,024	124,359	96,317	124,359
49010 Phone Commissions	32,580	45,297	38,997	45,297
49022 Contributions - Misc.	5,100	4,250	3,639	4,250
49028 Industrial District Pci	52,243	80,715	78,763	80,715
49091 Miscellaneous	61,639	282,914	256,067	282,913
Total Miscellaneous	793,109	1,162,789	523,782	1,158,970
TOTAL REVENUES	117,989,498	123,029,990	121,630,902	125,635,278
Transfers				
61207 From Fire/EMS SPD	300,000	-	-	-
61231 From Odd Trust & Agency	500,000	500,000	500,000	500,000
61298 From Wetland Center Fund	-	420	420	-
61502 From Aquatics Fund	250,000	250,000	250,000	250,000
61520 From Water And Sewer Fund	1,153,962	1,501,996	1,501,996	1,561,163
62215 Revenue From MDD Fund	300,000	300,000	300,000	300,000
62216 Transer From TIRZ	241,100	241,100	241,100	246,250
62510 Revenue-BAWA	350,000	350,000	350,000	350,000
Total Other Financing Sources	3,095,062	3,143,516	3,143,516	3,207,413
TOTAL REVENUES & TRANSFERS	\$ 121,084,560	\$ 126,173,506	\$ 124,774,419	\$ 128,842,691

**CITY OF BAYTOWN
GENERAL FUND 101
BUDGET SUMMARY BY DEPARTMENT**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
General Government				
1010 General Administration	\$ 1,270,763	\$ 1,399,711	\$ 1,126,470	\$ 1,768,240
1030 Fiscal Operations	2,306,558	2,698,579	2,432,470	3,249,298
1040 Public Affairs	574,465	964,596	612,185	1,160,777
1060 Legal Services	961,960	1,242,581	1,026,884	1,580,213
1070 ITS	3,564,314	4,959,874	4,694,681	5,467,341
1080 Planning and Development Services	3,720,788	5,048,046	4,267,656	5,502,732
1140 Human Resources	1,344,842	1,572,059	1,394,283	1,703,404
1170 City Clerk	1,050,124	1,653,075	1,440,024	1,708,490
1171 Court of Record	1,564,035	1,794,742	1,647,289	1,801,263
1190 General Overhead	5,155,129	7,997,188	4,961,841	7,295,034
Total General Government	21,512,978	29,330,450	23,603,781	31,236,791
Public Safety				
2000 Police	29,760,442	31,502,162	29,286,976	32,470,330
2020 Fire	27,327,636	26,071,842	26,647,325	28,595,953
Total Public Safety	57,088,079	57,574,005	55,934,300	61,066,283
Public Works				
3000 Public Works Administration	550,886	515,714	473,068	668,675
3010 Streets & Drainage	2,385,255	2,719,492	2,881,149	3,022,908
3020 Traffic Control	1,776,990	1,747,903	1,904,222	2,150,657
3030 Engineering	1,087,412	1,355,312	1,313,275	1,440,834
1180 City Facilities	839,046	2,804,935	3,017,219	3,243,155
Total Public Works	6,639,589	9,143,355	9,588,931	10,526,230
Health & Welfare				
4000 Health & Welfare	3,785,456	5,083,297	4,035,731	5,621,867
Culture & Leisure				
5000 Parks & Recreation	7,286,256	8,333,915	7,784,337	9,442,183
6000 Library	2,518,193	2,807,906	2,502,734	3,025,919
Total Culture & Leisure	9,804,450	11,141,821	10,287,071	12,468,102
Capital	223,362	559,069	2,389,593	1,169,217
Transfers Out	12,064,933	24,086,415	24,086,415	26,392,311
General Fund Total	\$ 111,118,845	\$ 136,918,411	\$ 129,925,823	\$ 148,480,802

**CITY OF BAYTOWN
GENERAL FUND 101
BUDGET SUMMARY BY ACCOUNT**

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 52,448,055	\$ 53,127,057	\$ 51,316,367	\$ 55,601,306
71003	Part Time Wages	1,022,484	1,158,911	1,150,520	1,428,269
71009	Overtime	1,944,282	2,241,831	2,156,769	2,286,243
71011	Extra Help/Temporary	6,696	5,120	-	50,000
71021	Health Insurance	7,543,620	9,351,728	5,797,755	10,019,677
71022	Tmrs	9,801,604	9,858,781	9,467,975	10,577,915
71023	Fica	4,038,707	4,254,110	3,987,575	4,593,825
71028	Workers Compensation	840,806	880,853	821,253	956,988
71041	Allowances	815,598	834,800	741,172	818,544
71043	Employee Incentives	-	-	-	2,000
71081	Retired Employee Benefits	2,102,262	2,132,747	2,066,573	2,243,504
71091	Prsnl Svcses Reimbursed	(446,461)	-	-	-
	Total Personnel Services	80,117,651	83,845,937	77,505,959	88,578,271
7200	Supplies				
72001	Office Supplies	211,182	237,358	225,836	243,933
72002	Postage Supplies	63,614	123,978	92,157	111,365
72004	Printing Supplies	70,255	186,285	153,909	189,211
72005	Animal Feed Supplies	29,821	30,332	30,332	37,927
72006	Clothing Allowance	30,038	40,020	39,189	40,620
72007	Wearing Apparel	485,502	524,111	486,776	566,007
72010	Garbage Bags	-	-	-	600
72011	Disaster Supplies	5,980	15,120	6,980	15,120
72013	Program Supplies	-	-	-	10,300
72016	Motor Vehicle Supplies	960,238	1,031,833	1,178,361	1,550,025
72017	Parts Purchase For Resale	8	-	-	-
72019	Supplies Purch For Resale	47,498	39,000	50,357	48,000
72021	Minor Tools	328,474	337,910	369,020	307,442
72022	Fuel For Generators	1,669	12,000	3,040	5,000
72023	Library Materials	159,949	245,000	244,002	245,000
72026	Cleaning & Janitorial Sup	138,358	187,812	171,769	197,624
72031	Chemical Supplies	196,077	306,543	304,939	625,797
72032	Medical Supplies	236,640	297,094	305,720	317,094
72036	Identification Supplies	82,074	82,925	83,056	115,070
72041	Educational Supplies	540,036	639,487	643,479	662,461
72045	Computer Software	55,097	81,199	61,599	142,507
72046	Botanical Supplies	35,863	239,949	239,949	157,543
72055	Laboratory Supplies	-	-	-	7,200
72056	Street Marking Supplies	45,976	50,000	130,561	150,000
72061	Meeting Supplies	18,246	16,375	22,057	70,825
72091	Supplies Reimbursed	(1,626)	-	-	-
	Total Supplies	3,740,968	4,724,331	4,843,090	5,816,670

**CITY OF BAYTOWN
GENERAL FUND 101
BUDGET SUMMARY BY ACCOUNT**

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7300	Maintenance				
73001	Land Maintenance	625,045	711,121	692,982	1,043,410
73011	Buildings Maintenance	786,737	1,349,215	1,647,825	1,389,263
73012	Docks & Piers Maintenance	809	5,400	12,348	12,400
73013	Recreation Equip Maint	28,568	102,400	111,895	167,760
73022	Sanitary Sewers Maint	536	1,600	1,600	1,600
73025	Streets Sidewalks & Curbs	584,046	779,056	992,570	975,056
73027	Heat & Cool Sys Maint	169,920	213,077	287,500	287,500
73028	Electrical Maintenance	128,913	184,655	173,394	191,310
73041	Furniture/Fixtures Maint	143,568	202,062	190,096	195,959
73042	Machinery & Equip Maint	1,767,879	2,371,731	2,370,061	2,850,328
73043	Motor Vehicles Maint	1,004,317	950,040	976,911	1,065,490
73044	Street Signs Maint	201,549	205,300	238,815	227,450
73045	Radio & Testing Equipment	40,187	73,000	55,501	73,000
73046	Books - Maintenance	48,743	73,663	47,026	65,663
73048	Signal Systems Maint	143,158	198,000	199,542	218,000
73049	Barricades Maint	25,045	38,350	35,100	40,620
73053	Vehicle Repair-Collision	(4,039)	-	-	-
73055	Maintenance On Computers	230,975	256,500	256,235	256,500
73091	Maintenance Reimbursed	(11,156)	-	-	-
	Total Maintenance	5,914,799	7,715,170	8,289,401	9,061,309

**CITY OF BAYTOWN
GENERAL FUND 101
BUDGET SUMMARY BY ACCOUNT**

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7400	Services				
74001	Communication	716,761	944,600	937,394	1,113,661
74002	Electric Service	700,058	927,900	927,900	927,900
74003	Street Lighting	728,596	1,116,035	1,116,035	1,116,035
74004	Water & Sewer	1,403	2,500	2,500	2,500
74005	Natural Gas	86,119	111,400	80,289	111,400
74007	Twc Claims Paid	83,545	75,000	65,089	85,000
74011	Equipment Rental	844,179	905,823	869,639	951,441
74020	Outside Contracts	122,533	171,013	155,333	181,513
74021	Special Services	2,585,530	3,961,343	3,384,763	4,534,383
74022	Audits	86,755	128,092	114,528	143,092
74023	Industrial Appraisal	35,000	42,000	39,281	50,000
74026	Janitorial Services	120,143	172,439	427,224	416,323
74029	Service Awards	60,775	72,000	70,245	117,000
74031	Wrecker Service	(15,940)	6,000	7,000	7,000
74036	Advertising	193,744	257,110	177,104	269,610
74042	Education & Training	672,067	1,077,610	962,535	1,260,725
74045	In-State Investigatv Trvl	2,615	5,038	4,300	4,316
74047	Support Of Prisoners	57,436	62,562	62,562	62,562
74051	Non City Facility Rental	38,903	38,340	38,110	38,340
74054	Council Reimbursables	-	1,000	250	1,000
74056	Vacant Lot Cleaning	53,340	200,000	179,339	200,000
74058	Landfill Fees	57,736	167,749	140,985	164,749
74061	Demolition Of Structures	235,664	500,000	500,000	500,000
74063	Uniform Rental	-	-	53,572	65,000
74064	Staff Development	-	-	-	99,000
74070	Elections	193,166	551,000	606,269	600,000
74071	Association Dues/Subscript	74,747	127,019	108,309	155,873
74072	Legislative Services	27,484	70,000	136,000	220,000
74082	Confidential	12,820	25,000	25,000	25,000
74091	Services Reimbursed	5,437	-	22,680	-
74123	Instructor Fees	30,636	30,000	30,680	30,000
74210	General Liability Ins	28,386	35,000	31,744	44,442
74211	K-9 Insurance	5,398	6,000	5,398	6,000
74220	Errors & Omissions	45,414	50,000	57,050	79,870
74230	Law Enforcement Liability	53,729	60,000	75,300	105,420
74240	Auto Liability	221,886	237,000	234,896	328,854
74241	Auto Collision	205,835	220,000	236,878	343,473
74242	Auto Catastrophic	45,762	47,500	-	-
74271	Mobile Equipment	37,152	40,000	36,214	40,000
74272	Real & Personal Property	415,041	450,000	451,950	600,000
74277	Flood Insurance	41,699	95,000	95,823	105,000
74280	Bonds	444	500	494	500
74281	Employee Fraud	4,569	5,439	4,541	5,439
74290	Misc Liability	-	41,000	45,000	75,000
74295	Deductibles	102,557	135,000	181,389	150,000
74999	Perf Cont Energy Savings	-	49,960	49,960	49,960
	Total Services	9,019,120	13,220,972	12,751,553	15,387,381

**CITY OF BAYTOWN
GENERAL FUND 101
BUDGET SUMMARY BY ACCOUNT**

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7500	Sundry				
75051	Court Cost	4,923	18,244	14,189	21,228
75061	Medical - Preemployment	4,894	7,300	7,300	7,700
75064	Medical Services	16,196	64,000	26,322	34,714
77106	Light Contract Reimb	12,000	12,000	12,000	12,000
	Total Sundry & Other	38,012	101,544	59,811	75,642
	Total Operating	98,830,552	109,607,955	103,449,815	118,919,274
8000	Capital Outlay				
80001	Items < \$10,000	56,325	24,694	28,730	16,650
80021	Special Programs	-	-	-	300,000
82011	Building & Improvements	(6,146)	-	-	326,000
84042	Machinery & Equipment	88,787	194,736	428,175	167,147
84043	Motor Vehicles	13,920	1,927,688	1,932,688	359,420
84048	Signal Systems	20,475	-	-	-
85001	Construction	50,000	-	-	-
	Total Capital Outlay	223,362	2,147,118	2,389,593	1,169,217
9000	Other Financing Uses				
91201	To Municipal Ct Security	115,814	164,272	164,272	114,860
91226	To Miscellaneous Police	423,717	416,750	416,750	416,750
91228	To Police Academy	1,550	-	-	-
91290	To FEMA	8,695	-	-	-
91298	To Wetland Research Ctr	286,481	236,909	236,909	296,201
91350	To Gen Capital Proj Fund	1,876,285	6,266,964	6,266,964	7,264,500
91351	To Capital Improvemnt Prg	6,142,000	14,250,000	13,500,000	18,000,000
91450	To Accrued Leave-General	2,351,520	2,851,520	2,851,520	-
91500	To Solid Waste Fund	250,000	250,000	250,000	-
91540	To Bayland Island	208,870	-	-	-
91550	To Internal Service Fnd	350,000	325,000	325,000	300,000
91552	To Warehouse Operations	50,000	75,000	75,000	-
	Total Other Financing Uses	12,064,933	24,836,415	24,086,415	26,392,311
9900	Contingencies				
99001	Contingencies	-	-	-	250,000
99002	Unforeseen/New Initiative	-	326,924	-	1,750,000
	Total Contingencies	-	326,924	-	2,000,000
	TOTAL EXPENDITURES	\$ 111,118,846	\$ 136,918,411	\$ 129,925,823	\$ 148,480,802

1010 GENERAL ADMINISTRATION – PROGRAM SUMMARY

Program Description

The General Administration Department consists of two main divisions, the City Manager's office and the City Council. It also includes expenditures that are not directly associated with any other department within the General Fund.

The City Manager is the chief executive and administrative officer of the City and is responsible for general administration of the City's affairs and serves as a liaison between the policy making and administrative branches of the City government. The City Manager provides City Council with the information needed to conduct the affairs of the City and coordinate the implementation of their decisions. This division oversees the operations of all City departments and reviews and updates management policies and regulations.

Major Goals

- Ensure delivery of City services in an effective and efficient manner through responsible administration.
- Ensure that the response to citizen complaints and requests for action are performed in a timely manner.
- Assist in the development of neighborhood organizations and coordinate implementation of neighborhood improvement projects and activities.
- Conduct City Council meetings in accordance with the provisions of the City Charter and Ordinances.
- Continue to provide quality information the citizens receive from local government by working with educational, business and neighborhood groups to communicate city events, public hearings and city staff initiatives.
- Coordinate Council activities, negotiate contracts and supervise the staff to provide efficient and effective municipal services to the City of Baytown.

Major Objectives

- Provide the Council with timely and meaningful information.
- Maintain up-to-date policies and regulations.
- Encourage an innovative approach to problem resolution.
- Supervise and coordinate the staff and provide oversight to all departmental operations.
- Maintain a long-range outlook and provide the Council with recommendations for the future.
- Act as the City's ambassador in developing and maintaining relations with outside agencies.
- Implement the City's 5-Year Community-based Strategic Plan
- Develop the Annual Implementation Plan

1010 GENERAL ADMINISTRATION - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 838,330	\$ 864,038	\$ 726,718	\$ 965,257
71003	Part Time Wages	68,135	88,000	74,000	79,000
71021	Health Insurance	39,636	79,035	34,293	88,915
71022	Tmrs	152,028	160,354	130,399	175,247
71023	Fica	54,626	74,208	47,900	78,989
71028	Workers Compensation	1,190	1,276	999	1,358
71041	Allowances	18,049	18,000	14,883	19,275
	Total Personnel Services	1,171,994	1,284,911	1,029,192	1,408,040
7200	Supplies				
72001	Office Supplies	6,939	8,700	7,967	8,700
72002	Postage Supplies	153	600	125	600
72004	Printing Supplies	1,070	2,000	2,000	5,000
72007	Wearing Apparel	819	3,000	3,157	4,500
72041	Educational Supplies	-	-	-	7,000
72061	Meeting Supplies	-	-	-	9,000
	Total Supplies	8,982	14,300	13,250	34,800
7300	Maintenance				
73041	Furniture/Fixtures Maint	410	2,500	1,500	2,500
	Total Maintenance	410	2,500	1,500	2,500
7400	Services				
74021	Special Services	11,773	63,803	13,200	202,500
74042	Education & Training	51,029	53,850	51,078	72,800
74054	Council Reimbursables	-	1,000	250	1,000
74071	Association Dues/Subscrpt	26,576	29,500	18,000	46,600
	Total Services	89,378	148,153	82,528	322,900
	Total Operating	1,270,763	1,449,864	1,126,470	1,768,240
8000	Special Programs				
80021	Special Programs	-	-	-	300,000
	Total Special Programs	-	-	-	300,000
	TOTAL DEPARTMENT	\$ 1,270,763	\$ 1,449,864	\$ 1,126,470	\$ 2,068,240

1030 FISCAL OPERATIONS – PROGRAM SUMMARY

Program Description

The Fiscal Operations Department consists of Accounting, Payroll, Treasury, Budgeting, and Purchasing. This Department is responsible for administering the City's fiscal affairs in accordance with applicable local, state and federal guidelines. The Department manages the annual audit, annual budget and advises management on all aspects of financial planning and debt management for the City. The Department is responsible for collection and disbursement of all City funds and implementation of effective internal control systems for the City of Baytown. The Department also actively manages the City's investment portfolio in compliance with the Public Funds Investment Act (PFIA) and the City's adopted investment policy.

Major Goals

- Ensure that all financial transactions are accurately reported in a timely manner and comply with relevant local, state, federal and international standards and controls.
- Provide timely and accurate financial information to assist with management decision making, strategy development and policy formulation.
- Provide quality budget development and analysis to foster financial accountability and the responsible use of City funds.
- Promote a better understanding of financial policies and procedures amongst internal and external customers.
- Improve purchasing practices within user departments to optimize the use of resources and increase the efficiency and effectiveness of city operations.
- Review and improve cash collection procedures throughout the City.
- Actively manage the City's investment portfolio to help further City policy objectives taking account of prevailing market conditions and the general economic and regulatory environments.

Major Objectives

- Develop financial policies that promote financial stability and sustainability in a changing political and economic environment.
- Achieve efficiencies in accounting and reporting activities through greater use of technology.
- Promote staff development to maintain a motivated team, create opportunities for professional growth and provide a succession plan.
- Continue to receive external recognition for excellence, e.g. the GFOA Distinguished Budget Presentation Award, the GFOA Certificate of Achievement for Excellence in Financial Reporting, etc.
- Review and refine the City's investment policies to stay in compliance with PFIA and respond effectively to evolving economic conditions.

Services Provided

- Financial planning and oversight of all financial applications.
- Payroll and accounts payable.
- All City collections, deposits, investments and cash/debt management.
- Project cost management and reporting.
- Budget management and preparation.
- Financial reporting, internal control and annual audit.
- Fixed assets tracking and reporting.
- Grant assistance and reporting.
- Procurement services – purchasing and contracting.
- General financial support and assistance to City Administration, City Departments and component units.

1030 FISCAL OPERATIONS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 1,211,376	\$ 1,320,985	\$ 1,055,975	\$ 1,318,069
71003	Part Time Wages	10,668	39,150	32,937	36,956
71009	Overtime	101	16,586	15,502	20,666
71021	Health Insurance	181,169	235,788	128,627	235,788
71022	Tmrs	216,855	242,119	187,445	246,670
71023	Fica	90,514	104,877	79,942	106,013
71028	Workers Compensation	1,599	1,803	1,999	1,822
71041	Allowances	10,256	10,800	10,057	12,600
	Total Personnel Services	1,722,537	1,972,107	1,512,485	1,978,583
7200	Supplies				
72001	Office Supplies	11,138	18,743	17,494	18,743
72002	Postage Supplies	5,217	11,020	9,690	10,720
72004	Printing Supplies	2,024	3,000	2,778	4,250
72007	Wearing Apparel	947	2,100	1,883	2,800
72041	Educational Supplies	-	750	750	750
	Total Supplies	19,326	35,613	32,595	37,263
7300	Maintenance				
73001	Land Maintenance	-	-	-	156,433
73011	Buildings Maintenance	-	12,344	15,247	17,387
73041	Furniture/Fixtures Maint	3,487	10,200	9,355	9,500
	Total Maintenance	3,487	22,544	24,601	183,320
7400	Services				
74011	Equipment Rental	7,542	8,544	8,542	9,544
74021	Special Services	398,842	428,681	354,481	443,547
74022	Audits	86,755	128,092	114,528	143,092
74023	Industrial Appraisal	35,000	42,000	39,281	50,000
74026	Janitorial Services	-	-	240,521	265,474
74036	Advertising	9,885	12,000	6,907	7,500
74042	Education & Training	20,007	39,418	35,743	50,110
74063	Uniform Rental	-	-	53,572	65,000
74064	Staff Development	-	-	-	5,000
74071	Association Dues/Subscript	3,178	9,580	9,213	10,865
	Total Services	561,209	668,315	862,789	1,050,132
	Total Operating	2,306,559	2,698,579	2,432,470	3,249,298
TOTAL DEPARTMENT		\$ 2,306,559	\$ 2,698,579	\$ 2,432,470	\$ 3,249,298

1040 PUBLIC AFFAIRS –PROGRAM SUMMARY

Program Description

The Public Affairs Department is the primary communicator of the City of Baytown Government story. The City recognizes the value of citizen engagement that includes a proactive approach. Public Affairs is responsible for media relations, City messaging, marketing, video production, public channel 16, social media, event planning and implementation, special projects, oversight of content on official City websites, and oversight of the Tourism Division. Public Affairs also develops and provides leadership over the state and federal legislative program. The office curates and crafts content about various departments, employees, programs, and initiatives within the organization and works collaboratively with community partners.

Major Goals

- Providing transparent information to establish and maintain trust with the community.
- Building awareness of local government initiatives and programs.
- Creating interest in the community via marketing campaigns and storytelling.
- Improve the reputation and image of the City by sharing positive information with the community and surrounding areas.
- Improve awareness of Baytown's resources and amenities to potential visitors and residents.
- Ensure state and federal associations, stakeholders, and policymakers are aware of and consider Baytown's legislative priorities.

Major Objectives

- Market Baytown as a top destination to live, work and play.
- Drive positive coverage of the City of Baytown by pushing out information and positive stories about the organization, community and community partners.
- Develop marketing and promotional campaigns that effectively cultivate an appreciation for the natural environment, arts and culture, community amenities, job and educational opportunities.
- Attract new residents by promoting community amenities and resources.
- Actively promote the community through statewide and nationwide networking initiatives.
- Support strategic initiatives by promoting information about programs, positive outcomes, projects and accolades.
- Draft a list of legislative priorities and actively engage state and federal policymakers on matters of importance to Baytown.

1040 PUBLIC AFFAIRS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 256,259	\$ 426,860	\$ 269,947	\$ 298,310
71003	Part Time Wages	19,790	-	-	-
71009	Overtime	5,929	500	231	300
71021	Health Insurance	31,520	52,690	27,068	39,518
71022	Tmrs	47,109	78,476	48,143	56,535
71023	Fica	21,065	33,022	20,184	24,297
71028	Workers Compensation	729	568	706	418
71041	Allowances	4,108	4,800	3,571	3,600
	Total Personnel Services	386,508	596,916	369,851	422,977
7200	Supplies				
72001	Office Supplies	2,826	2,300	2,869	2,300
72002	Postage Supplies	-	32,550	16,775	20,000
72004	Printing Supplies	5,582	86,060	63,768	72,000
72016	Motor Vehicle Supplies	86	2,000	149	500
72041	Educational Supplies	59	4,000	1,708	4,000
72045	Computer Software	-	600	300	500
72061	Meeting Supplies	-	-	3,482	30,000
	Total Supplies	8,553	127,510	89,052	129,300
7300	Maintenance				
73041	Furniture/Fixtures Maint	-	1,000	-	-
73043	Motor Vehicles Maint	245	-	-	-
	Total Maintenance	245	1,000	-	-
7400	Services				
74021	Special Services	79,436	104,250	36,351	247,000
74036	Advertising	90,949	108,000	27,194	102,000
74042	Education & Training	7,629	25,200	16,792	24,500
74064	Staff Development	-	-	-	1,000
74071	Association Dues/Subscript	1,144	1,720	6,944	14,000
74072	Legislative Services	-	-	66,000	220,000
	Total Services	179,159	239,170	153,282	608,500
	Total Operating	574,465	964,596	612,185	1,160,777
8000	Capital Outlay				
80001	Items < \$10,000	-	5,900	-	-
	Total Capital Outlay	-	5,900	-	-
TOTAL DEPARTMENT		\$ 574,465	\$ 970,496	\$ 612,185	\$ 1,160,777

1060 LEGAL SERVICES – PROGRAM SUMMARY

Program Description

The Legal Department is a service-oriented department providing counsel to the City Council, the Baytown Area Water Authority (BAWA), the Baytown Crime Control and Prevention District (CCPD), the Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD), the Baytown Municipal Development District (MDD), and the Baytown Hospitality Public Facilities Corporation (PFC), as well as to their boards and commissions. The department also gives legal advice to officers and employees of the City relating to their powers and duties in such capacities. Legal services provided by the department include drafting and negotiating contracts, prosecuting violations of the transportation, health and penal codes as well as the Code of Ordinances, and representing and coordinating the representation of the City in various civil matters ensuring that the rights and interests of the City are being appropriately protected and pursued.

Major Goals

- Provide dependable legal advice to the City Council and to the Boards of Directors of BAWA, CCPD, FCPEMSD, and MDD and their boards and commissions as well as the officers and employees of the City.
- Draft, review and negotiate legal instruments for City projects in order to achieve the desired project goals while ensuring that the City's interests are adequately protected.
- Represent the City, BAWA, CCPD, FCPEMSD, MDD, and PFC in legal proceedings in an effective, zealous manner.
- Prosecute all cases filed in Municipal Court.
- Remain current on state and federal laws and regulations applicable to the City, BAWA, CCPD, FCPEMSD, and MDD.
- Serve on the negotiating teams for collective bargaining as well as in meet and confer.

Major Objectives

- Legal counsel
 - Support all legal opinions, whether written or oral, with case or statutory authority, as appropriate.
 - Ensure that all requests for written opinions are honored in a timely manner.
- Legal representation
 - Zealously represent the City, BAWA, CCPD, FCPEMSD, MDD, and PFC and protect their prospective interests.
 - Ensure court-imposed deadlines are met.
- Legal documentation
 - Ensure all contracts accomplish the intended purposes while providing sufficient protections.
 - Maintain all written memorandum opinions issued by the department.

1060 LEGAL SERVICES - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 535,030	\$ 621,122	\$ 534,461	\$ 644,893
71003	Part Time Wages	-	-	13,032	-
71009	Overtime	37	5,160	1,000	-
71011	Extra Help/Temporary	-	5,120	-	50,000
71021	Health Insurance	52,847	79,035	36,445	79,035
71022	Tmrs	96,936	114,720	95,585	116,874
71023	Fica	39,201	48,273	39,319	50,229
71028	Workers Compensation	701	830	660	863
71041	Allowances	10,732	9,900	8,864	11,700
	Total Personnel Services	735,483	884,160	729,365	953,594
7200	Supplies				
72001	Office Supplies	5,317	4,375	4,120	6,376
72002	Postage Supplies	263	800	667	800
72045	Computer Software	-	3,000	-	-
	Total Supplies	5,580	8,175	4,786	7,176
7300	Maintenance				
73046	Books - Maintenance	35,263	42,943	26,270	43,943
	Total Maintenance	35,263	42,943	26,270	43,943
7400	Services				
74021	Special Services	172,604	263,500	239,833	275,000
74042	Education & Training	10,450	31,024	19,004	33,500
74064	Staff Development	-	-	-	2,000
74071	Association Dues/Subscript	2,561	4,279	3,273	6,500
	Total Services	185,615	298,803	262,111	317,000
7500	Sundry Charges				
75051	Court Cost	20	8,500	4,352	8,500
	Total Sundry & Other	20	8,500	4,352	8,500
	Total Operating	961,960	1,242,581	1,026,884	1,330,213
9900	Other Financing Uses				
99001	Contingencies	-	-	-	250,000
	Total Contingencies/Other	-	-	-	250,000
	TOTAL DEPARTMENT	\$ 961,960	\$ 1,242,581	\$ 1,026,884	\$ 1,580,213

1070 INFORMATION TECHNOLOGY SERVICES – PROGRAM SUMMARY

Program Description

The Information Technology Services (ITS) Department has the responsibility of effectively administering all enterprise information technology throughout the City. ITS is responsible for the computers, cellular telephones, 2-way radios, and voice-over-ip (VoIP) telephone system for all City departments. ITS assists those departments in providing quality services to the community through the utilization of effective systems.

Major Goals

- Provide exceptional customer service to all City departments.
- Provide hardware and software expertise to all City departments to maintain a highly productive workplace.
- Ensure all enterprise services are fit for use and purpose.
- Expand knowledge of, and partnerships with, other public entities in the greater Houston area.

Major Objectives

- Transition Verizon M2M to NetMotion enterprise VPN
- Implement Tyler Munis Financials, Human Resources, and Utility Billing suite of applications
- Implement Tyler Incode v10 Municipal Court application
- Perform bottom up review of Versaterm CAD and reimplement noted areas of improvement
- Partner with Harris County Universal Services to implement the Law Enforcement Network Search (LENS) capability

Supported Sites:	Site Address:	Supported Sites:	Site Address:
911 Center	7800 N Main Street	Parks Evergreen Warehouse	1799 Tri City Beach Road
BAWA	7425 Thompson Road	Parks N.C. Foote Park	2428 West Main
BAWA-East	5339 E. Grand Parkway S.	Parks Nature Center	6213 Bayway Drive
Brunson	311 W. Texas Avenue	Parks Service Center I	1210 Park Street
City Hall	2401 Market Street	Parks Service Center II	1106 Park Street
Emergency Management	205 E. Wye Drive	Parks Town Square	213 W. Texas Ave
Facilities	2101 Market Street	Parks Wetlands Center	1724 Market Street
Fire Administration	201 E. Wye Drive	Pirate's Bay Water Park	5300 East Road
Fire Station 1	4123 Garth Road	Police Academy	203 E. Wye Drive
Fire Station 2	2323 Market Street	Police Administration	3200 N. Main Street
Fire Station 3	3311 Massey Tompkins Road	Police Annex	3300 N. Main Street
Fire Station 4	910 E. Fayle	Police CVT	307 S. Main Street
Fire Station 5	7722 Bayway Drive	Police Gun Range	3307 McLean Road
Fire Station 6	10166 Pinehurst Drive	Police Jail	3100 N. Main Street
Fire Station 7	7215 Eastpoint Blvd.	Police Substation	3530 Market Street
South Command	109 S. Main Street	Public Works Administration	2123 Market Street
Fire Training Facility	7022 Bayway Drive	Public Works Central Plant	1709 W. Main Street
Health Administration	220 W. Defee	Public Works East Plant	3030 Ferry Road
Health Animal Services	705 N. Robert Lanier Drive	Public Works Northeast Plant	8808 Needlepoint Road
Health Mosquito Control	806 W. Nazro Street	Public Works Traffic	2103 Market Street
Library	1009 W. Sterling Avenue	Public Works West Plant	1510 I-10 East
Municipal Court	3120 N. Main Street	Tech Garage	2511 ½ Cedar Bayou Road
Parks Administration	2407 Market Street	Utility Billing	2505 Market Street
Parks Evergreen Clubhouse	1530 Evergreen Road	<i>Future Utility Billing</i>	315 W. Texas Avenue

1070 INFORMATION TECHNOLOGY SERVICES - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 1,072,281	\$ 1,098,971	\$ 1,027,241	\$ 1,149,294
71009	Overtime	2,598	20,000	-	-
71021	Health Insurance	168,304	197,588	121,751	197,588
71022	Tmrs	201,599	210,974	190,816	215,521
71023	Fica	81,672	88,776	78,114	92,626
71028	Workers Compensation	5,944	7,616	5,700	7,913
71041	Allowances	60,798	61,500	56,963	61,500
	Total Personnel Services	1,593,196	1,685,424	1,480,586	1,724,441
7200	Supplies				
72001	Office Supplies	9,594	10,000	6,245	10,000
72002	Postage Supplies	62	250	100	250
72021	Minor Tools	4,868	4,000	3,135	4,000
	Total Supplies	14,524	14,250	9,480	14,250
7300	Maintenance				
73001	Land Maintenance	14,428	-	-	-
73011	Buildings Maintenance	66,389	60,500	59,255	-
73027	Heat & Cool Sys Maint	34,547	-	-	-
73042	Machinery & Equip Maint	970,602	1,374,100	1,365,555	1,697,350
73045	Radio & Testing Equipment	40,187	67,500	51,275	67,500
73055	Maintenance On Computers	230,975	256,500	256,235	256,500
	Total Maintenance	1,357,128	1,758,600	1,732,320	2,021,350
7400	Services				
74001	Communication	188	906,600	904,500	1,090,300
74002	Electric Service	41,690	-	-	-
74011	Equipment Rental	478,017	485,000	484,000	485,000
74021	Special Services	30,723	40,000	38,245	40,000
74042	Education & Training	48,847	70,000	45,550	70,000
74064	Staff Development	-	-	-	2,000
	Total Services	599,465	1,501,600	1,472,295	1,687,300
	Total Operating	3,564,314	4,959,874	4,694,681	5,447,341
TOTAL DEPARTMENT		\$ 3,564,314	\$ 4,959,874	\$ 4,694,681	\$ 5,447,341

1080 PLANNING & DEVELOPMENT SERVICES – PROGRAM SUMMARY

Program Description

The Planning and Development Services Department, in three divisions, leads the City's efforts in long-range and neighborhood planning; it implements the zoning, subdivision, and building codes by providing services to developers and residents; provides annexation analysis and service plans; implements the city's community block grant program and provides building permit and inspection services. The department provides staff support to the Planning and Zoning Commission, Community Development Advisory Committee, Construction Board of Adjustment and Appeals, Sign Committee, Zoning Board of Adjustments, and the Development Review Committee.

The Planning and Development Services Department works to improve property maintenance by coordinated code enforcement efforts, including the review, inspection, and registration of substandard and vacant structures, multi-family dwelling, manufactured home parks, and signs.

Major Goals

- Continue to improve workflows in Energov as appropriate.
- Continue to implement the Bayway Drive Corridor plan.
- Perform major update to the Unified Land Development Code, subdivision regulations, landscaping and parking regulations.
- Continue process improvements for the overall development process and customer service.
- Continue to improve interdivisional relationships inside the department and interdepartmental relationships in the development review process.
- Continue aggressive code enforcement and address substandard structures to improve neighborhood quality and image.
- Begin implementation of the new comprehensive plan.
- Propose amendments to City code to encourage redevelopment in older parts of the city.
- Develop performance metrics to evaluate current review processes.

Major Objectives

- Work with individual neighborhoods, developers and property owners for better education concerning subdivision and zoning code; assist them with issues they may have regarding new and redevelopment.
- Amend development codes to address glitches and to keep up with industry standards for zoning, parking, signs, and subdivision regulations.
- Continually improve the online permitting system.
- Conduct regular builder/developer forums to improve communication with external customers.
- Continue to monitor the Customer Satisfaction Survey and provide feedback to City management.

1080 PLANNING & DEVELOPMENT SERVICES - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 1,779,429	\$ 2,030,081	\$ 1,650,946	\$ 1,974,873
71009	Overtime	8,077	-	-	15,000
71021	Health Insurance	341,077	408,348	241,439	434,693
71022	Tmrs	322,350	374,523	294,962	394,649
71023	Fica	128,715	157,596	120,544	169,602
71028	Workers Compensation	4,271	5,325	4,470	5,536
71041	Allowances	28,029	30,000	22,400	28,800
	Total Personnel Services	2,611,947	3,005,873	2,334,761	3,023,154
7200	Supplies				
72001	Office Supplies	5,449	6,500	7,283	7,000
72002	Postage Supplies	7,713	11,550	5,747	12,050
72004	Printing Supplies	6,244	10,210	9,446	14,720
72007	Wearing Apparel	4,046	4,348	5,553	6,443
72016	Motor Vehicle Supplies	13,867	19,640	13,500	25,640
72021	Minor Tools	1,208	1,700	1,700	2,500
72041	Educational Supplies	38	1,500	1,500	1,500
	Total Supplies	38,565	55,448	44,730	69,853
7300	Maintenance				
73041	Furniture/Fixtures Maint	16,003	14,000	11,600	18,000
73043	Motor Vehicles Maint	10,737	15,580	15,580	15,580
	Total Maintenance	26,740	29,580	27,180	33,580
7400	Services				
74003	Street Lighting	728,596	1,116,035	1,116,035	1,116,035
74021	Special Services	32,564	250,000	169,391	657,000
74036	Advertising	21,320	27,110	18,104	29,110
74042	Education & Training	20,296	48,340	44,160	53,340
74061	Demolition Of Structures	235,664	500,000	500,000	500,000
74064	Staff Development	-	-	-	5,000
74071	Association Dues/Subscript	5,097	15,660	13,295	15,660
	Total Services	1,043,536	1,957,145	1,860,985	2,376,145
	Total Operating	3,720,788	5,048,046	4,267,656	5,502,732
8000	Capital Outlay				
80001	Items < \$10,000	789	4,000	4,000	4,650
84043	Motor Vehicles	-	91,600	91,600	40,500
	Total Capital Outlay	789	95,600	95,600	45,150
	TOTAL DEPARTMENT	\$ 3,721,576	\$ 5,143,646	\$ 4,363,256	\$ 5,547,882

1140 HUMAN RESOURCES – PROGRAM SUMMARY

Program Description

Human Resources is committed to building an engaged workplace of belonging through inclusion and respect that fosters growth and innovation. Through partnerships and collaboration, Human Resources provide solution-focused services to attract, develop, reward, and retain a high performing workforce. The Department of Human Resources is a full-service department supporting a comprehensive range of Human Resource needs, many of which are driven by evolving State and Federal legislation. The department performs various Human Resource functions by taking the following actions: developing and interpreting policy; acting as internal consultants to all departments on human resources related issues; maintaining employment practices consistent with applicable legislation; resolving employee concerns, grievances, and appeals; administering and resolving workers' compensation and unemployment issues and claims; providing training and development; maintaining equitable and competitive compensation practices; and managing the City's insurance programs. The department also administers Civil Service, Collective Bargaining and Meet and Confer.

Major Goals

- Develop and implement a comprehensive approach to identify and utilize key sources to recruit talent.
- Develop the City employment brand as an employer of choice.
- Deliver a high-quality candidate experience.
- Provide training and tools for the recruitment and hiring process.
- Identify new courses and expand the HUB.
- Provide "just in time" talent management resources.
- Incorporate individual development plans into performance management.
- Continually develop of Human Resources staff to meet today's and tomorrow's needs.
- Promote and improve solutions focused customer service.
- Increase efficiency in Human Resources processes/workflows.
- Develop the Human Resources brand.
- Review Health Benefits Program to determine potential cost-effective measures.
- Continue to develop Wellness Initiatives for employees to increase well-being and engagement.
- Continue to evaluate overall compensation to maintain market competitiveness.
- Stay abreast of current legislation, especially Healthcare Reform, to assure legal compliance.
- Advise City Managers, Directors, and Supervisors regarding policies and procedures to ensure equitable application for all City employees.
- Maintain Performance Management Program.
- Participate in Collective Bargaining and Meet and Confer negotiations as needed.

Major Objectives

- Transition our organization from performance evaluation to ongoing performance management
- Develop the organizational culture as defined in the City's Core Values
- Create opportunities to increase employee engagement

1140 HUMAN RESOURCES - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 769,869	\$ 795,927	\$ 741,662	\$ 856,949
71003	Part Time Wages	155	6,900	6,933	20,000
71009	Overtime	46	1,000	944	1,000
71021	Health Insurance	132,118	131,725	100,799	144,898
71022	Tmrs	138,359	146,445	131,977	162,287
71023	Fica	52,582	61,623	52,932	69,741
71028	Workers Compensation	1,006	1,059	980	1,199
71041	Allowances	9,626	9,600	8,914	9,600
	Total Personnel Services	1,103,763	1,154,279	1,045,142	1,265,674
7200	Supplies				
72001	Office Supplies	4,146	7,400	5,678	5,000
72002	Postage Supplies	493	2,100	1,575	1,500
72041	Educational Supplies	86,056	73,100	73,080	73,100
	Total Supplies	90,695	82,600	80,333	79,600
7300	Maintenance				
73042	Machinery & Equip Maint	819	2,800	677	-
	Total Maintenance	819	2,800	677	-
7400	Services				
74021	Special Services	74,998	120,000	101,576	120,000
74029	Service Awards	21,672	25,000	40,245	42,000
74036	Advertising	22,381	13,000	24,758	22,000
74042	Education & Training	18,426	118,300	84,318	144,300
74064	Staff Development	-	-	-	5,000
74071	Association Dues/Subscrpt	2,398	5,580	4,912	4,830
	Total Services	139,874	281,880	255,809	338,130
7500	Sundry Charges				
75061	Medical - Preemployment	49	-	-	-
75064	Medical Services	9,641	50,500	12,322	20,000
	Total Sundry & Other	9,690	50,500	12,322	20,000
	Total Operating	1,344,842	1,572,059	1,394,283	1,703,404
TOTAL DEPARTMENT		\$ 1,344,842	\$ 1,572,059	\$ 1,394,283	\$ 1,703,404

1170 CITY CLERK – PROGRAM SUMMARY

Program Description

The City Clerk Department maintains official City records, administers elections, issue birth and death certificates, assists citizens and departments in search for information, responds to requests for public information, issues various permits, processes recordations and serves as the City's records manager, elections administrator, public information officer and local registrar in accordance with Federal, State and local laws.

Major Goals

- Process public information requests in compliance with the Texas Public Information Act and the City's Public Information Request Policy.
- Plan and administer the City's general election and any special municipal elections as deemed appropriate by the Council and/or the Special Districts (CCPD & FCPEMSD).
- Continue updates to the City's Records Management Policy and Program and best practices across the organization regarding city-wide Electronic Records Retention and the Disposition Program with Laserfiche as the records management program.
- Process birth and death certificates in compliance with the State Law and local regulations.
- Plan and process all City and special district agendas and minutes in compliance with State and Local regulations.
- Continue to undertake and promote process improvements both internally and in coordination with other departments to ensure effective, efficient and customer-focused solutions.
- Support City Management's "Culture Code" vision by participating in BaytownU trainings, programs and curriculum.

Major Objectives

- Coordinate with Harris County and Chambers County in administering general and special elections to include City's General Election for the positions of Council Members of Districts 1, 2 and 3.
 - Promote and support the City's Records Management Program to all City Departments to include training, technical support and the disposition of records in accordance to State Law and the City's Records Management Policy.
 - Continue implementation of Laserfiche Records Management Software in City Clerk's Office to include the migration of paper records to electronic records in order to achieve paperless status with a focus on contracts, agreements and property records.
 - Coordinate records projects for the migration of records into Laserfiche for Finance, Engineering, and Planning and Development Services, in support of the City's new software program Tyler Technologies Energov.
 - Migrate all paper processes related to licenses and permits administered by the City Clerk to electronic using the City's new software program Tyler Technologies Energov.
 - Complete the re-organization of staff and duties for operational efficiencies and succession planning.
 - Administer oaths, statements and training to all elected and appointed officials as it relates to the Texas Open Meetings Act and Texas Public Information Act.
 - Continue to promote to seek applicants for Boards and Commissions.
 - Update the City of Baytown Public Information SOPs and web presence.
 - Complete the migration of vital statistics application process and electronic records management process, in order to increase customer service and promote best practices.
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1170 CITY CLERK - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 421,520	\$ 492,631	\$ 456,538	\$ 541,984
71003	Part Time Wages	83,209	32,021	-	-
71009	Overtime	8,712	7,500	-	-
71011	Extra Help/Temporary	6,696	-	-	-
71021	Health Insurance	46,928	92,208	50,011	131,725
71022	Tmrs	77,067	90,815	76,630	97,434
71023	Fica	36,964	38,214	39,311	41,875
71028	Workers Compensation	674	657	1,363	720
71041	Allowances	6,919	6,900	5,324	5,400
	Total Personnel Services	688,688	760,946	629,177	819,139
7200	Supplies				
72001	Office Supplies	14,735	13,000	10,921	13,000
72002	Postage Supplies	2,276	2,000	1,958	2,000
72004	Printing Supplies	4,062	5,000	4,511	5,000
	Total Supplies	21,073	20,000	17,390	20,000
7300	Maintenance				
73042	Machinery & Equip Maint	1,725	1,900	1,935	2,000
73046	Books - Maintenance	7,992	23,650	14,097	14,650
	Total Maintenance	9,717	25,550	16,032	16,650
7400	Services				
74021	Special Services	104,236	237,463	117,597	147,463
74036	Advertising	18,520	17,000	20,436	20,000
74042	Education & Training	1,689	25,450	17,494	25,450
74051	Non City Facility Rental	12,600	13,740	13,740	13,740
74064	Staff Development	-	-	-	2,000
74070	Elections	193,166	551,000	606,269	600,000
74071	Association Dues/Subscript	360	926	926	926
	Total Services	330,571	845,579	776,462	809,579
7500	Sundry Charges				
75051	Court Cost	76	1,000	963	1,000
	Total Sundry & Other	76	1,000	963	1,000
	Total Operating	1,050,124	1,653,075	1,440,024	1,666,368
	TOTAL DEPARTMENT	\$ 1,050,124	\$ 1,653,075	\$ 1,440,024	\$ 1,666,368

1171 COURT OF RECORD – PROGRAM SUMMARY

Program Description

The Municipal Court of Record in the City of Baytown, Texas was created to provide a more efficient disposition of cases arising in the municipality. The Judicial division, Municipal Court division and the Marshal Program division perform their duties under the direction and control of the presiding judge in accordance with City Charter and State laws.

Major Goals

- Provide a fair, impartial system for timely adjudication of misdemeanor offenses within the jurisdiction of the Municipal Court of Record in the City of Baytown.
- Improve efficiency and effectiveness with upgraded Tyler/TCM Technology/Incode 10.
- System clean up to include purge of old cases (adjudicated and unadjudicated) up to 2006.
- Improve compliance of case resolution.
- Increase Marshal department productivity by effectively serving outstanding warrants through innovative measures- including neighborhood blocking and apartment rent rolls. Increase Marshal overtime to work weekends.
- Increase community outreach and education.
- Improve service effectiveness to indigent persons and defendant's suffering mental health/substance abuse.
- Implement internal program for increased communication efficiency for staff (ie. Slack/Microsoft Teams).
- Provide court security training certification seminar to qualify PD officers to work overtime in court.
- Implement SB6 requirements for bond reform.

Major Objectives

- Continue to modify and update standard operating procedure as changes are made to each desk
- Review and revision of all MACROS, templates, forms in TCM for compliance with state law
- Proper retention and destruction of electronically filed cases prior to 2012 which are currently in a "closed status" as stored on INCODE.
- Review and upgrade of fines and costs.
- Comprehensive system clean-up of old cases (including those with judgments as allowed by recent legislative initiatives) which remain open but are deemed as uncollectible.
- Implement jury module for online participation and enrollment
- Improve physical environment – including separate offices/space for Marshal department as part of First Responder building construction.
- Incorporate messaging system for more effective and efficient communication on a daily basis
- Implement software for project management i.e. Monday.
- Complete and implement employee policy and procedures manual
- Implement e-filing system for defendants and attorney.
- Implement e-signature capabilities for defendants and attorneys
- Greater participation in community outreach for traffic safety education.
- Work in close proximity to mental health crisis intervention response team to divert mentally challenge persons out of criminal system.
- Obtain required OCA training and set up ability to access the PSRS reporting system.

1171 COURT OF RECORD - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 873,511	\$ 985,289	\$ 916,647	\$ 1,022,845
71009	Overtime	5,959	20,000	14,893	25,000
71021	Health Insurance	191,983	223,933	153,892	223,933
71022	Tmrs	157,142	180,107	163,841	183,028
71023	Fica	62,012	75,788	66,850	78,661
71028	Workers Compensation	4,338	5,074	5,166	5,388
71041	Allowances	5,415	5,400	5,014	5,400
	Total Personnel Services	1,300,360	1,495,591	1,326,302	1,544,254
7200	Supplies				
72001	Office Supplies	13,945	13,000	12,710	13,000
72002	Postage Supplies	17,397	22,500	21,897	22,500
72004	Printing Supplies	13,812	13,000	12,302	13,000
72007	Wearing Apparel	4,836	4,000	3,746	6,460
72016	Motor Vehicle Supplies	5,525	5,000	5,563	5,760
72021	Minor Tools	3,519	4,000	33,491	4,099
72026	Cleaning & Janitorial Sup	2,764	3,000	2,764	3,000
72041	Educational Supplies	1,346	1,205	1,195	1,205
72061	Meeting Supplies	-	-	-	2,400
	Total Supplies	63,145	65,705	93,668	71,423
7300	Maintenance				
73011	Buildings Maintenance	58,050	-	-	-
73041	Furniture/Fixtures Maint	14,652	60,603	59,561	26,217
73043	Motor Vehicles Maint	4,192	5,000	5,546	6,800
	Total Maintenance	76,895	65,603	65,107	33,017
7400	Services				
74001	Communication	3,228	1,000	900	900
74002	Electric Service	14,088	-	-	-
74011	Equipment Rental	12,538	12,538	12,538	12,538
74021	Special Services	59,454	105,467	104,423	85,884
74026	Janitorial Services	11,912	13,586	13,586	13,586
74042	Education & Training	11,416	23,525	20,851	23,450
74051	Non City Facility Rental	7,063	5,100	5,100	5,100
74064	Staff Development	-	-	-	5,000
74071	Association Dues/Subscript	2,610	2,883	2,883	2,883
	Total Services	122,308	164,098	160,280	149,341
7500	Sundry Charges				
75051	Court Cost	1,327	3,744	1,932	3,228
	Total Sundry & Other	1,327	3,744	1,932	3,228
	Total Operating	1,564,035	1,794,742	1,647,289	1,801,263
8000	Capital Outlay				
82011	Building & Improvements	-	-	-	46,000
	Total Capital Outlay	-	-	-	46,000
TOTAL DEPARTMENT		\$ 1,564,035	\$ 1,794,742	\$ 1,647,289	\$ 1,847,263

1180 CITY FACILITIES - SERVICE LEVEL BUDGET

This cost center provides funding to maintain city facilities.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 263,489	\$ 273,168	\$ 231,394	\$ 354,120
71009	Overtime	6,420	6,000	12,000	12,000
71021	Health Insurance	55,709	79,035	32,391	105,380
71022	Tmrs	47,913	49,662	42,832	68,533
71023	Fica	19,785	20,897	18,235	29,446
71028	Workers Compensation	345	4,529	723	5,451
	Total Personnel Services	393,663	433,292	337,576	574,930
7200	Supplies				
72001	Office Supplies	4,143	5,000	5,869	5,800
72007	Wearing Apparel	3,815	3,700	2,575	2,575
72016	Motor Vehicle Supplies	7,983	15,000	10,014	9,000
72021	Minor Tools	22,924	24,000	23,816	24,000
72022	Fuel For Generators	1,669	12,000	3,040	5,000
72026	Cleaning & Janitorial Sup	8,521	9,050	7,649	9,050
	Total Supplies	49,054	68,750	52,963	55,425
7300	Maintenance				
73001	Land Maintenance	72,770	-	-	-
73011	Buildings Maintenance	190,968	957,006	1,236,000	1,236,500
73027	Heat & Cool Sys Maint	67,243	213,077	287,500	287,500
73043	Motor Vehicles Maint	2,869	10,500	7,206	8,000
	Total Maintenance	333,851	1,180,583	1,530,706	1,532,000
7400	Services				
74002	Electric Service	-	927,900	927,900	927,900
74005	Natural Gas	23,547	111,400	80,289	111,400
74021	Special Services	37	20,000	19,750	20,000
74026	Janitorial Services	25,901	47,010	47,010	-
74042	Education & Training	12,217	15,000	20,525	20,000
74064	Staff Development	-	-	-	1,000
74071	Association Dues/Subscript	776	1,000	500	500
	Total Services	62,478	1,122,310	1,095,974	1,080,800
	Total Operating	839,046	2,804,935	3,017,219	3,243,155
8000	Capital Outlay				
84042	Machinery & Equipment	-	-	32,000	-
	Total Capital Outlay	-	-	32,000	-
	TOTAL DEPARTMENT	\$ 839,046	\$ 2,804,935	\$ 3,049,219	\$ 3,243,155

1190 GENERAL OVERHEAD - SERVICE LEVEL BUDGET

General overhead includes expenditures that are not directly associated with any other department within the General Fund. The major components are insurance, street lighting, funding for the merit pay plan, special programs and contingencies.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ -	\$ -	\$ -	\$ 150,000
71081	Retired Employee Benefits	2,102,262	2,132,747	2,066,573	2,249,504
	Total Personnel Services	2,102,262	2,132,747	2,066,573	2,399,504
7200	Supplies				
72001	Office Supplies	8,308	14,500	14,551	14,500
72002	Postage Supplies	1,370	1,500	200	1,500
72004	Printing Supplies	-	1,500	1,500	-
	Total Supplies	9,678	17,500	16,251	16,000
7300	Maintenance				
73011	Buildings Maintenance	10,452	211,290	211,290	-
	Total Maintenance	10,452	211,290	211,290	-
7400	Services				
74001	Communication	696,916	-	-	-
74007	Two Claims Paid	83,545	75,000	65,089	85,000
74011	Equipment Rental	163,526	154,572	120,000	154,572
74021	Special Services	783,840	1,051,250	850,000	830,000
74029	Service Awards	39,103	47,000	30,000	75,000
74042	Education & Training	27,152	50,000	25,000	50,000
74071	Association Dues/Subscript	3,300	7,000	1,000	1,000
74072	Legislative Services	27,484	70,000	70,000	-
74210	General Liability Ins	28,386	35,000	31,744	44,442
74211	K-9 Insurance	5,398	6,000	5,398	6,000
74220	Errors & Omissions	45,414	50,000	57,050	79,870
74230	Law Enforcement Liability	53,729	60,000	75,300	105,420
74240	Auto Liability	221,886	237,000	234,896	328,854
74241	Auto Collision	205,835	220,000	236,878	343,473
74242	Auto Catastrophic	45,762	47,500	-	-
74271	Mobile Equipment	37,152	40,000	36,214	40,000
74272	Real & Personal Property	415,041	450,000	451,950	600,000
74277	Flood Insurance	41,699	95,000	95,823	105,000
74280	Bonds	444	500	494	500
74281	Employee Fraud	4,569	5,439	4,541	5,439
74290	Misc Liability	-	41,000	45,000	75,000
74295	Deductibles	102,557	135,000	181,389	150,000
74999	Perf Cont Energy Savings	-	49,960	49,960	49,960
	Total Services	3,032,738	2,927,221	2,667,726	3,129,530
	Total Operating	5,155,129	5,288,758	4,961,841	5,545,034
8000	Capital Outlay				
84043	Motor Vehicles	-	1,573,353	1,573,353	-
	Total Capital Outlay	-	1,573,353	1,573,353	-
9000	Other Financing Uses				
91351	To Capital Improvemnt Prg	-	750,000	-	-
99002	Unforeseen/New Initiative	-	326,924	-	3,000,000
	Total Contingencies/Other	-	1,076,924	-	3,000,000
TOTAL DEPARTMENT		\$ 5,155,129	\$ 7,939,035	\$ 6,535,194	\$ 8,545,034

Program Description

“The mission of the Baytown Police Department is to carry out our sworn duties to protect and serve all citizens of our community by partnering with them to reduce crime and enhance quality of life, with honor, integrity and professionalism.”

Administration

The Police Department is under the administration of the Chief of Police. Supporting the Police Chief is a staff that includes the following personnel.

- A) One Administrative Assistant
- B) One Corporal Position; Aide to the Chief
- C) One Assistant City Attorney; Legal Advisor
- D) Two Internal Affairs Investigators
- E) Professional Standards Lieutenant

The rest of the Police Department is divided into three Bureaus, and the Communications Division. Each Bureau is led by an Assistant Chief, while the Communications Division is led by a civilian administrator.

The Operations Bureau is the central provider of Police services, consisting of uniform patrol and Detectives for the City of Baytown. This bureau is the largest and most visible bureau in the Police Department, and normally the first to respond to calls for service from the public. The Investigations Division is responsible for investigating all crimes within the City limits of Baytown consisting of Persons Crime, Property Crime, Crime Scene Investigators, a Crime Analyst, and Special Operations investigators. The Operations Bureau also oversees, Commercial Motor Vehicle Inspections (CMV), Canine Support (K-9); Drone Support (UAS) and the Street Crimes Unit.

The Planning Bureau is significant to accomplishing the Department Mission by Providing all support functions to the Police Department. The support functions are divided into three divisions:

- A) The Support Services Division is responsible for the Baytown Police Department budget, police facilities, equipment, vehicles, fleet maintenance, IT services and research / development.
- B) The Training Division consists of the police training and personnel officers. Police training is responsible for in-service and enhanced police training. Personnel department is responsible for recruiting and hiring of new employees in the Police Department.
- C) The Domestic Violence/ Family Services Division is responsible for assisting citizens with crime victim compensation, court accompaniment, assistance with u-visa and advocating for the victim.

The Logistics Bureau significantly supports the Department Mission by maintaining partnerships and assisting the other bureaus in developing citizen collaboration as a conduit between the Police Department and the Public. Programs in the Logistics Bureau include Jail Division, Crime Prevention, DARE, Crime Stoppers, Neighborhood Watch Programs, Citizens Police Academy, Citizens on Patrol (COP's) and the Community Service Specialists (formerly CSO). The Jail Division is responsible for the care and safety of all prisoners while incarcerated in the Municipal Jail

The Communications Division is a consolidated communications center responsible for dispatching all critical services provided by the City of Baytown. The Division serves as the telecommunications interface between the public and all emergency services, (Police, Fire, and EMS), as well as General Governmental services.

Major Goals

The major goals and objectives of the Baytown Police Department are based on the Community-oriented Strategic Plan in support of its Four Initiatives: Community Partnerships, Mental Health Response, Community Policing, and Accountability/ transparency. Each of these goals, objectives and funding are needed in order to achieve the developed support of these initiatives.

- Detect and apprehend those involved in criminal activities in the City of Baytown.
- Provide quality written reports and records of all incidents investigated.
- Conduct thorough follow up criminal investigations to enhance the certainty of successful prosecutions.

- Reduction of crime through community involvement.
- Increase traffic enforcement and streamline the electronic ticket management program.
- To actively solicit information and ideas from the public.
- Promote Baytown Crime Stoppers as well as the Campus Crime Stoppers programs.
- Promote community involvement in the Citizens Police Academy and Alumni programs.
- Reduce complaints against officers by conducting thorough internal affairs investigations.
- Thoroughly investigate all complaints against Department personnel in a timely manner.
- Promote and foster efficiency in Jail Operations related to the welfare of inmates as well as the processing and releasing of inmates and their property.
- Increased enforcement of commercial vehicles through the CVE (Commercial Vehicle Enforcement Unit).
- Continue to move forward with technology, which assists in processing, identifying and accessing criminal information.
- Develop a higher degree of expertise of Detectives in the investigation of criminal offenses through updated and advanced training.
- Emphasize and encourage better and more thorough crime scene investigation and physical evidence collection to facilitate identifying the actor or what actually occurred.
- Increase the pressure on narcotics users, sellers and distributors through proactive enforcement and prosecution.
- Improve on career development and the quality of police supervision.
- Update policies and procedures to meet the standards of Best Practices as outlined by the State of Texas.
- Improve the productivity, efficiency, and delivery of customer service within the Communications Division.
- Improve productivity and efficiency of 9-1-1 telecommunicators.
- Continue to improve telecommunicators training needs for intermediate, advanced and Master Telecommunicator TCOLE certifications.
- Continue to provide lifesaving Emergency medical dispatcher program and training.

Major Objectives

- Always striving to enhance good public relations by exhibiting the heart of a servant to the public whom we have sworn *"To serve and protect."*
- Protect lives and property of all citizens equally, with our own lives if necessary, until justice prevails.
- Patrol the City with a positive attitude and a determined focus toward deterring and detecting crimes, and apprehending those who commit crimes.
- Respond appropriately and professionally to all calls for police services.
- Utilize and be receptive to new techniques and methods of investigations by encouraging innovative and proactive thinking of the investigators.
- Reduction of the fear of crime, assisted by all officers in the Department.
- Improvement of the Department image in the community.
- To raise awareness among the criminal element that crime will never be tolerated here and such acts will result in swift apprehension and vigorous prosecution.
- Provide a more secure environment for the Citizens of Baytown and to enhance the quality of life in our City.
- Interface with the community and encourage the various community organizations to participate in the effort against criminal activity.

2000 POLICE - SERVICE LEVEL BUDGET *

* 2025 Communications division reorganized under Police Department during FY2016.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 18,843,239	\$ 19,360,466	\$ 18,512,747	\$ 19,145,072
71003	Part Time Wages	109,580	136,173	125,000	136,172
71009	Overtime	586,829	712,590	712,590	717,590
71021	Health Insurance	2,537,031	3,148,232	1,956,329	3,477,545
71022	Tmrs	3,454,734	3,570,284	3,377,818	3,753,727
71023	Fica	1,415,033	1,501,210	1,420,967	1,656,198
71028	Workers Compensation	324,325	348,677	313,233	385,308
71041	Allowances	12,907	13,200	10,300	9,000
71091	Prsnl Svcs Reimbursed	(78,379)	-	-	-
	Total Personnel Services	27,205,298	28,790,833	26,428,985	29,280,612
7200	Supplies				
72001	Office Supplies	28,132	29,258	29,258	30,308
72002	Postage Supplies	10,596	13,000	13,000	13,000
72004	Printing Supplies	5,834	6,700	6,200	6,200
72005	Animal Feed Supplies	11,466	11,932	11,932	13,527
72006	Clothing Allowance	29,260	35,100	35,100	35,700
72007	Wearing Apparel	166,260	171,665	171,454	183,840
72016	Motor Vehicle Supplies	496,824	542,160	639,700	799,205
72021	Minor Tools	137,086	162,224	138,664	118,341
72026	Cleaning & Janitorial Sup	12,735	15,580	15,480	15,480
72032	Medical Supplies	667	1,600	1,600	1,600
72036	Identification Supplies	81,328	82,325	82,475	114,470
72041	Educational Supplies	146,575	156,041	155,391	129,285
72045	Computer Software	-	2,995	2,995	3,245
72061	Meeting Supplies	15,203	12,975	15,375	15,975
	Total Supplies	1,141,967	1,243,555	1,318,624	1,480,176
7300	Maintenance				
73001	Land Maintenance	38,767	40,953	42,708	43,208
73011	Buildings Maintenance	65,370	4,140	4,140	4,140
73027	Heat & Cool Sys Maint	22,086	-	-	-
73041	Furniture/Fixtures Maint	7,449	9,500	9,500	9,500
73042	Machinery & Equip Maint	440,122	523,837	523,637	585,678
73043	Motor Vehicles Maint	265,420	266,000	280,900	306,000
73046	Books - Maintenance	1,991	2,070	2,070	2,070
73053	Vehicle Repair-Collision	(4,039)	-	-	-
	Total Maintenance	837,166	846,500	862,955	950,596
7400	Services				
74002	Electric Service	78,902	-	-	-
74004	Water & Sewer	1,403	2,500	2,500	2,500
74005	Natural Gas	3,566	-	-	-
74011	Equipment Rental	97,120	99,970	99,970	135,120
74021	Special Services	18,887	18,933	59,000	19,433
74026	Janitorial Services	48,201	50,538	71,543	71,633
74031	Wrecker Service	(15,940)	6,000	7,000	7,000
74036	Advertising	1,470	11,000	11,000	21,000
74042	Education & Training	253,405	301,226	301,226	360,467
74045	In-State Investigatv Trvl	2,615	5,038	4,300	4,316
74047	Support Of Prisoners	57,436	62,562	62,562	62,562
74064	Staff Development	-	-	-	15,000
74071	Association Dues/Subscript	4,726	11,011	11,011	12,501
74082	Confidential	12,820	25,000	25,000	25,000
	Total Services	564,612	593,778	655,112	736,532

2000 POLICE - SERVICE LEVEL BUDGET *

* 2025 Communications division reorganized under Police Department during FY2016.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7500	Sundry Charges				
75061	Medical - Preemployment	4,845	7,300	7,300	7,700
75064	Medical Services	6,555	13,500	14,000	14,714
	Total Sundry Charges	11,400	20,800	21,300	22,414
	Total Operating	29,760,442	31,495,466	29,286,976	32,470,330
8000	Capital Outlay				
84042	Machinery & Equipment	-	14,696	14,696	-
84043	Motor Vehicles	-	-	-	93,920
	Total Capital Outlay	-	14,696	14,696	93,920
	TOTAL DEPARTMENT	\$ 29,760,442	\$ 31,510,162	\$ 29,301,672	\$ 32,564,250

Program Description

The Baytown Fire Department is an all-hazard risk management agency that is divided into four major sections: Administration, Operations, Logistics, and Planning. Each section consists of divisions: Administrative/Support, Emergency Response, Emergency Medical Services, Community Risk Reduction, Emergency Management, Training, and Logistics.

The Fire Chief serves as the Director and has overall responsibility of all Fire Department functions. The Emergency Management (EM) Division is also assigned to the Fire Department under the direction of the Fire Chief. The EM Division coordinates all City-wide preparedness, mitigation, response, and recovery for major incidents, disasters, and homeland security threats. The EM Division operates, manages and maintains several community warning and alert systems, serves as the city's Data Custodian for the State of Texas Emergency Assistance Registry (STEAR), and operates the Community Chemical Emergency Warning Siren System. Emergency Management responsibilities also include; managing, with industry, the Local Emergency Planning Committee (LEPC), a Superfund Amendments and Reauthorization Act (SARA) mandated community hazardous materials planning, community awareness and education committee; development, review, and maintenance of the City's Emergency Operations Plan and associated annexes; maintenance and upgrades to the Emergency Operations Center; serving as the reporting and record keeping point for Tier II reports; and coordinating FEMA and Homeland Security Grants, pre-and post-disaster federal and state recovery funding, and hazard mitigation grant projects. EM also provides public education and community outreach initiatives and manages the Community Emergency Response Team (CERT) program. The EM Division continues to maintain several Memorandums of Understanding and Interlocal Agreements for mutual aid assistance with various response agencies and jurisdictions. Since 2011 the EM Division has been regulating all custodial care facilities in which three or more people reside and receive care. Finally, the Division reviews plans for new pipelines that transport regulated hazardous materials to ensure compliance with City and federal hazmat regulations and reviews applications for oil and gas wells to ensure their emergency plans meet requirements set forth in City ordinance.

Administration is responsible for organizing and directing the activities of the Baytown Fire Department and provides strategic leadership, administrative support, analyzes operations for cost effectiveness, represents the department with government entities and other operating units, processes fire and EMS reports, procurement, budgeting, EMS billing, and coordination with Human Resources on personnel issues. Administration provides EMS medical oversight and quality assurance / quality improvement, medical director liaison, protocol development and review, Texas Department of State Health Services provider license, DEA compliance, HIPAA compliance, medical supply procurement, medical field training oversight, hospital relations and Regional Advisory Council participation. Additionally, Administration oversees the Community Risk Reduction (CRR) Division. The CRR Division is responsible for public education, fire investigations, code inspections of public and mercantile buildings, plans review and code enforcement. The Division provides significant interface with other city, county, and governmental agencies. They ensure compliance with all fire and life safety codes. Properties that are inspected can range from daycare centers, to assisted living facilities, schools, restaurants, and other businesses.

Fire Operations is responsible for providing high quality, high value emergency and non-emergency services in a prompt, professional, compassionate manner and for assisting with public education on fire and life safety issues. Emergency Response Division personnel provide the following services to the citizens and visitors of Baytown: fire and life safety education, fire suppression, emergency medical services, homeland security preparation and response, hazardous materials responses, technical rescue services, water rescue services and a variety of other emergency and non-emergency services. The fundamental and unique mission of the Baytown Fire Department Emergency Medical Services Division (EMS) is to develop and continually improve our medical care system to ensure high quality patient care and appropriate response in emergency situations. The EMS Division is a customer (patient) based service comprised of men and women who are dedicated to providing the highest level and quality of medical care to our customers – the residents, visitors and guests of our great city. The EMS Division is responsible for providing the highest quality education for individuals who provide emergency medical services.

Planning is responsible for all aspects of Fire Department strategic planning and community risk assessment including the coordination and management of Center for Public Safety Excellence (CPSE) Accreditation and Insurance Services Office (ISO) Public Protection Classification (PPC) Rating requirements. Also assigned to Planning is the Training Division which is responsible for developing career specific Knowledge, Skills, and Abilities to ensure all department members can perform at a competent level in all disciplines that we provide while at the same time reducing preventable injuries. The 2023 training plan will incorporate numerous training elements such as monthly hands on and computer-based training, officer development, specialized training, operational scenarios, certification courses and promotional preparedness.

Logistics is responsible for physical resource management that includes fleet, facilities, and equipment. Specific responsibilities include operations of the fleet services maintenance building, maintenance of fleet and facilities, purchase of apparatus/equipment, and capital projects.

2020 FIRE – PROGRAM SUMMARY

Major Goals

- Provide prompt, efficient out of hospital care to the level required to reduce pain and suffering.
- Prevent death from sudden cardiac arrest and medical emergencies.
- Prevent all fire deaths.
- Prevent property losses from fire.
- Mitigate damage from natural and human-caused disasters.
- Prevent/mitigate negative economic community impact.
- Coordinate response and recovery efforts to natural and human-caused disasters such as acts of terrorism and threats to critical infrastructure and key resources.
- Maintain disaster planning and preparation of city staff & departments.
- Coordinate the timely communication of disaster and threat information to City Employees and the public.
- Coordinate city-wide disaster training and exercises.
- Improve community resilience and disaster preparedness.
- Maintain effective Public Emergency Warning System.
- Provide for First Responder deployment post-disaster.
- Maintain customer service systems for internal and external customers.
- Establish an agency-wide culture of continuous improvement.

Major Objectives

- Implement a more efficient and effective process for accessing, updating, and managing fire department policies.
- Identify and implement programs or processes for professional development of fire department officers.
- Update the Baytown Fire Department Five-Year Strategic Plan.
- Provide cost efficient and effective service based on NFPA 1710, ISO, and community expectations.
- Aggressively deliver community risk reduction life and fire safety education to the community.
- Improve fire apparatus and ambulance dependability and longevity by establishing a comprehensive vehicle maintenance and replacement program.
- Improve survivability rate of cardiac arrest patients, influenced by community CPR training and Public Access Defibrillators program.
- Ensure prompt emergency response based on NFPA standards by developing and implementing a comprehensive dispatch and response program.
- Establish an effective operational program for the Fire Training Field.
- Consistently ensure our actions are safe, professional, efficient and effective.
- Actively seek to provide other community services within the scope of our mission.
- Provide WMD/CBRNE/HazMat services to the community and region.
- Continue the process for obtaining International Accreditation by completing the Fire and Emergency Services Self-Assessment.
- Identify areas for improvement within the ISO scoring system and develop an implementation plan for improvement measures.
- Deliver at least one community-wide disaster preparedness outreach program.
- Create and deliver Emergency Management 101 courses to select audiences.
- Coordinate design and delivery of at least one TDEM/DHS approved exercises for City Staff.
- Maintain City Basic Emergency Operations Plan and 23 annexes while continuing the transition to the new annex model provided by TDEM.
- Maintain personnel competence through providing and facilitating city-wide training & education.
- Maintain Employee Disaster Staging Plan to include Humble Civic Center Plan.
- Maintain and update Web Page and manage social media information sharing with community.
- Validate and correct annual (STEAR) data and import into Swiftreach prior to Hurricane Season.
- Seek Grants, Awards, and other funding opportunities for Emergency Management.

2020 FIRE - SERVICE LEVEL BUDGET **

** 2030 Emergency Management division reorganized under Fire Department during FY2016.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 17,087,729	\$ 15,556,080	\$ 16,758,108	\$ 17,189,438
71003	Part Time Wages	-	12,000	-	-
71009	Overtime	1,005,967	1,032,833	1,001,032	1,024,731
71021	Health Insurance	2,033,997	2,344,709	1,594,268	2,331,536
71022	Tmrs	3,319,361	2,981,644	3,190,148	3,224,332
71023	Fica	1,343,917	1,254,652	1,304,249	1,385,738
71028	Workers Compensation	290,567	282,213	282,503	312,726
71041	Allowances	599,166	594,600	553,187	603,969
71091	Prsnl Svcs Reimbursed	(329,797)	-	-	-
	Total Personnel Services	25,350,906	24,058,729	24,683,494	26,072,470
7200	Supplies				
72001	Office Supplies	12,729	18,028	18,382	16,528
72002	Postage Supplies	5,820	7,050	6,055	7,050
72004	Printing Supplies	1,514	5,000	3,158	5,000
72006	Clothing Allowance	778	4,920	4,089	4,920
72007	Wearing Apparel	242,761	275,920	239,350	287,670
72011	Disaster Supplies	5,980	15,120	6,980	15,120
72016	Motor Vehicle Supplies	147,666	180,000	205,653	311,000
72021	Minor Tools	63,846	35,210	31,972	42,775
72026	Cleaning & Janitorial Sup	19,488	20,500	20,546	26,312
72031	Chemical Supplies	2,458	21,750	21,601	115,000
72032	Medical Supplies	217,884	219,869	239,740	239,869
72036	Identification Supplies	746	600	581	600
72041	Educational Supplies	40,011	76,600	73,440	88,800
72061	Meeting Supplies	295	1,200	1,000	1,200
72091	Supplies Reimbursed	(1,626)	-	-	-
	Total Supplies	760,351	881,767	872,548	1,161,844
7300	Maintenance				
73001	Land Maintenance	16,807	17,305	17,074	52,305
73011	Buildings Maintenance	103,941	700	700	700
73027	Heat & Cool Sys Maint	7,781	-	-	-
73041	Furniture/Fixtures Maint	23,531	34,200	27,342	37,775
73042	Machinery & Equip Maint	313,325	340,944	337,193	421,644
73043	Motor Vehicles Maint	341,934	277,000	274,024	352,000
73045	Radio & Testing Equipment	-	5,500	4,226	5,500
73048	Signal Systems Maint	21,749	28,000	26,557	28,000
73091	Maintenance Reimbursed	(11,156)	-	-	-
	Total Maintenance	817,912	703,649	687,115	897,924
7400	Services				
74001	Communication	5,114	9,000	5,827	8,000
74002	Electric Service	92,937	-	-	-
74005	Natural Gas	18,555	-	-	-
74011	Equipment Rental	3,038	3,400	3,038	3,400
74020	Outside Contracts	122,533	171,013	155,333	181,513
74021	Special Services	55,039	91,676	69,421	91,676
74026	Janitorial Services	14,815	18,159	15,484	33,159
74042	Education & Training	66,036	112,875	111,267	111,875
74064	Staff Development	-	-	-	11,000
74071	Association Dues/Subscript	14,965	21,574	21,118	23,092
74091	Services Reimbursed	5,437	-	22,680	-
	Total Services	398,468	427,697	404,167	463,715
	Total Operating	27,327,636	26,071,842	26,647,325	28,595,953

2020 FIRE - SERVICE LEVEL BUDGET **

** 2030 Emergency Management division reorganized under Fire Department during FY2016.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
8000	Capital Outlay				
80001	Items < \$10,000	-	-	-	12,000
82011	Building & Improvements	(6,147)	-	-	-
84042	Machinery & Equipment	38,250	40,000	39,734	40,000
84043	Motor Vehicles	13,620	100,000	98,912	-
	Total Capital Outlay	45,724	140,000	138,646	52,000
TOTAL DEPARTMENT		\$ 27,373,360	\$ 26,211,842	\$ 26,785,971	\$ 28,647,953

3000 PUBLIC WORKS ADMINISTRATION – PROGRAM SUMMARY

Program Description

The administrative support staff maintains service and maintenance records for Public Works/Utilities. The support staff is also responsible for handling all personnel related duties such as time keeping, payroll change forms and all clerical related duties necessary for the Director of Public Works and both Assistant Directors. The staff responds to residents' needs both in person and by telephone; and maintains excellent customer service. The support staff is responsible for dispatching work orders to the field crews via work order system and also acts as a liaison among the field crews, citizens and supervisors. The support staff ensures all purchases made are in compliance with the budget as well as monitoring contracts to ensure expenditures does not exceed contract amounts.

Major Goals

- Respond to citizen concerns and dispatch to the appropriate division within a reasonable time frame.
- Maintain excellent service to the citizens when they come to Public Works or call on the telephone.

Major Objectives

- Provide accurate and complete information to citizens calling Public Works.
- Accurately enter employee data for all Public Works employees.
- Monitor customer satisfaction reports and provide above average customer service at all levels.

3000 PUBLIC WORKS ADMINISTRATION - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 266,713	\$ 266,010	\$ 265,296	\$ 345,583
71009	Overtime	3,533	1,500	1,800	1,800
71021	Health Insurance	52,847	52,690	40,319	65,863
71022	Tmrs	48,622	49,015	47,778	62,165
71023	Fica	19,388	20,625	19,809	26,712
71028	Workers Compensation	347	355	345	459
71041	Allowances	3,610	3,600	3,343	3,600
	Total Personnel Services	395,061	393,795	378,691	506,182
7200	Supplies				
72001	Office Supplies	23,914	23,000	24,081	23,000
72002	Postage Supplies	410	2,000	-	2,000
72007	Wearing Apparel	1,954	2,000	2,097	2,000
72021	Minor Tools	3	-	-	-
72026	Cleaning & Janitorial Sup	9,652	11,000	10,189	11,000
72032	Medical Supplies	11	-	-	-
	Total Supplies	35,945	38,000	36,367	38,000
7300	Maintenance				
73001	Land Maintenance	3,370	3,000	8,825	4,875
73011	Buildings Maintenance	22,659	14,605	14,605	14,605
73027	Heat & Cool Sys Maint	4,037	-	-	-
	Total Maintenance	48,205	17,605	23,430	19,480
7400	Services				
74002	Electric Service	33,006	-	-	-
74005	Natural Gas	4,087	-	-	-
74011	Equipment Rental	1,733	5,400	1,800	1,800
74021	Special Services	340	30,000	750	30,000
74026	Janitorial Services	10,776	12,463	12,830	12,463
74042	Education & Training	21,733	18,000	18,750	40,000
74064	Staff Development	-	-	-	20,000
74071	Association Dues/Subscript	-	450	450	750
	Total Services	71,676	66,313	34,580	105,013
	Total Operating	550,886	515,714	473,068	668,675
TOTAL DEPARTMENT		\$ 550,886	\$ 515,714	\$ 473,068	\$ 668,675

3010 STREETS – PROGRAM SUMMARY

Program Description

The Streets Division operates concrete crews responsible for the maintenance and repair of concrete streets, sidewalks, medians, driveways, curbs and gutters. Additional responsibilities include the daily operation of the concrete delivery program, which provides concrete for all other city departments.

Major Goals

- Respond to citizen's service request in a timely manner.
- Increase the productivity of the concrete crew by cross training personnel.
- Increase preventive repairs on streets.
- Repair/Replace sidewalks, driveways, curbs & gutters, streets within reasonable and acceptable time frame.

Major Objectives

- Schedule workload more efficiently.
- Increase accountability for the quality of work.
- Improve Customer Service.
- Restore property to same or better conditions.

3010 STREETS - SERVICE LEVEL BUDGET

*The Drainage division has been merged into the Storm Water Utility Fund during FY16.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 967,057	\$ 1,021,932	\$ 962,026	\$ 1,034,157
71009	Overtime	85,614	75,000	75,241	75,000
71021	Health Insurance	205,430	277,179	167,596	276,623
71022	Tmrs	186,832	144,882	181,765	184,507
71023	Fica	76,501	95,390	75,468	79,297
71028	Workers Compensation	38,015	51,109	37,853	41,490
71041	Allowances	-	-	1,600	2,400
71091	Prsnl Svcs Reimbursed	(16,590)	-	-	-
	Total Personnel Services	1,542,860	1,665,492	1,501,550	1,693,473
7200	Supplies				
72001	Office Supplies	135	-	-	-
72007	Wearing Apparel	13,315	10,000	9,166	10,000
72016	Motor Vehicle Supplies	73,049	60,000	70,985	66,000
72021	Minor Tools	8,951	7,000	9,500	9,500
72031	Chemical Supplies	181	1,000	425	1,000
	Total Supplies	95,631	78,000	90,076	86,500
7300	Maintenance				
73025	Streets Sidewalks & Curbs	555,507	740,000	955,000	940,000
73042	Machinery & Equip Maint	163	-	-	-
73043	Motor Vehicles Maint	120,136	100,000	129,767	100,000
	Total Maintenance	675,805	840,000	1,084,767	1,040,000
7400	Services				
74011	Equipment Rental	-	6,000	5,935	5,935
74021	Special Services	61,363	120,000	186,821	180,000
74042	Education & Training	9,596	10,000	12,000	17,000
	Total Services	70,959	136,000	204,756	202,935
	Total Operating	2,385,255	2,719,492	2,881,149	3,022,908
TOTAL DEPARTMENT		\$ 2,385,255	\$ 2,719,492	\$ 2,881,149	\$ 3,022,908

3020 TRAFFIC CONTROL – PROGRAM SUMMARY

Program Description

The Traffic Control Operations Division receives and investigates traffic requests and recommends the installation and removal of traffic control devices in conformance with the latest revision of the Texas Manual of Uniform Traffic Control Devices. This division also installs, maintains and repairs all traffic control devices. These devices include traffic signals, flashing beacons, street signs, barricades and pavement markings. Traffic studies performed include turning movement counts, 24-hour volume counts, collision diagrams, speed studies and delay studies.

Major Goals

- Improve the safety and efficiency of the street system by the timely maintenance and installation of approved traffic control devices.
- Assist other departments/divisions in the application of signs and markings to provide information and direction for parking and access to city facilities.
- Review of existing traffic controls to ensure continuing applicability through the course of the City's ever-changing demands.
- Provide timely response for the repair of traffic control devices giving priority to regulatory signs and traffic signals.

Major Objectives

- Improve sign maintenance criteria.
- Continue street marker replacement to meet MUTCD mandate.
- Retro Reflectivity Sign Replacement.

3020 TRAFFIC CONTROL - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 699,055	\$ 677,292	\$ 715,576	\$ 736,079
71009	Overtime	60,768	45,000	55,000	55,000
71021	Health Insurance	141,331	184,415	118,329	197,588
71022	Tmrs	134,859	123,132	135,544	131,030
71023	Fica	55,620	51,813	57,098	56,310
71028	Workers Compensation	15,465	15,190	15,888	16,590
	Total Personnel Services	1,107,099	1,096,842	1,097,435	1,192,596
7200	Supplies				
72007	Wearing Apparel	8,480	6,000	7,625	7,500
72016	Motor Vehicle Supplies	22,104	20,000	29,313	30,000
72021	Minor Tools	15,606	18,000	18,114	8,000
72026	Cleaning & Janitorial Sup	1,109	500	1,125	1,000
72056	Street Marking Supplies	45,976	50,000	130,561	150,000
	Total Supplies	93,275	94,500	186,738	196,500
7300	Maintenance				
73011	Buildings Maintenance	4,170	-	-	-
73025	Streets Sidewalks & Curbs	37	-	-	-
73028	Electrical Maintenance	69,731	120,000	119,750	120,000
73042	Machinery & Equip Maint	2,021	3,000	14,500	3,000
73043	Motor Vehicles Maint	26,452	20,000	25,579	20,000
73044	Street Signs Maint	181,733	185,000	214,455	200,000
73048	Signal Systems Maint	121,409	170,000	172,985	190,000
73049	Barricades Maint	3,866	20,000	19,750	20,000
	Total Maintenance	409,418	518,000	567,019	553,000
7400	Services				
74002	Electric Service	142,708	-	-	-
74021	Special Services	3,773	15,000	11,969	165,000
74026	Janitorial Services	-	3,561	3,561	3,561
74042	Education & Training	20,717	20,000	37,500	40,000
	Total Services	167,199	38,561	53,030	208,561
	Total Operating	1,776,990	1,747,903	1,904,222	2,150,657
8000	Capital Outlay				
84042	Machinery & Equipment	-	95,500	95,500	-
84043	Motor Vehicles	-	-	-	225,000
84048	Signal Systems	20,475	-	-	-
	Total Capital Outlay	20,475	95,500	95,500	225,000
TOTAL DEPARTMENT		\$ 1,797,465	\$ 1,843,403	\$ 1,999,722	\$ 2,375,657

Program Description

The Development Engineering Division of the Public Works & Engineering Department is responsible for establishing a structure for the responsible growth and use of the City of Baytown's public infrastructure and protecting the health, welfare and common good of its residents. Development Engineering provides this structure through the oversight of the long-range planning for water transmission and distribution, wastewater collection and treatment, drainage and detention, and roadway infrastructure. In order to protect the health, welfare and common good, Development Engineering is responsible for the permitting of all development within the floodplain, the analysis of impacts created by new developments on the water, sewer and drainage systems as well as the roadway network and traffic signal systems.

composed of two branches: Development and Capital Improvement Program. The duties and responsibilities of the Development Engineering Branch include: Long Range Planning, Floodplain Management and Stormwater Management, Engineering Development Review, Traffic Engineering and Interagency Coordination. The duties and responsibilities of the Capital Improvement Program Branch include the delivery of capital improvement projects from design to construction and warranty.

The Development Engineering branch provides professional engineering services and design standards for the oversight of public and private development, such as engineering design criteria, standards, Floodplain Management including the compliance with the National Flood Insurance Program and oversight of the City's Municipal Stormwater permit compliance. Also, the branch provides long range planning for growth of the City, development activity, and provides information to the public and other City departments as requested.

Major Goals

- Provide a thorough review of floodplain considerations, construction drawings and plats submitted for approval through the Development Review Committee in a timely manner.
- Seek funding and partnership opportunities for projects that provide solutions to flooding, traffic congestion and quality of life.
- Improve the project management of Capital Improvement Projects to ensure quality design and construction; and that projects are completed on schedule and within budget.
- Improve City services by reducing the backlog of maintenance and repair activities through Capital Improvement Projects, providing timely customer responses, and enforcing warranty issues.
- Implement improvements in Stormwater Management to comprehensively manage compliance for all development – both on private or City property and within the public right of way.
- Implement technology solutions in plan review, engineering design standards compliance, and construction management to reap the benefits of cost/time savings, and increased productivity.
- Provide long range planning that provides for future growth of the City and improves the quality of life for the citizens.
- Improve the professional working relationship with: the citizens of Baytown; other City departments; community organizations; local, State, and Federal agencies; consulting engineers; and contractors.

Major Objectives

- Implement and management of the National Pollution Discharge Elimination System (NPDES), Phase II storm water management program and permitting process.
- Manage the National Flood Insurance Program and Community Rating System to reduce the cost of flood insurance to the citizens of Baytown.
- Continue to improve the review of development drawing and plat review through process improvements and the Development Review Process.
Implement updated engineering design criteria, approved products and standard details to reflect technological advances in materials and methods of construction (ongoing).
 - ❖ Review and update ordinances.
 - ❖ Review and revise policies.
- Continue to improve on the tracking of internal documents. Continually review and fine-tune checklists used for review of construction plans and plats.
- Implement both the Permit review and CIP design process review– including checklists, and standards integration into the City's Community Development software.
- Conduct informational meetings with contractors and sub-contractors.
- Continue to plan, develop and maintain a 5 Year Capital Improvement Program (CIP) and seek funding for projects from federal, state and county sources.

3030 ENGINEERING - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 714,971	\$ 762,253	\$ 773,944	\$ 834,687
71009	Overtime	3,688	6,000	2,145	6,000
71021	Health Insurance	99,932	131,725	104,213	158,070
71022	Tmrs	128,773	140,650	136,927	161,921
71023	Fica	53,255	59,184	57,707	69,590
71028	Workers Compensation	1,565	1,553	3,903	1,434
71041	Allowances	7,124	11,400	4,971	2,400
	Total Personnel Services	1,009,308	1,112,766	1,083,810	1,234,102
7200	Supplies				
72001	Office Supplies	13,258	4,850	6,490	6,750
72002	Postage Supplies	795	1,750	1,710	1,750
72004	Printing Supplies	-	6,040	6,010	5,860
72007	Wearing Apparel	3,373	3,650	3,200	3,600
72016	Motor Vehicle Supplies	10,599	18,750	5,500	6,000
72021	Minor Tools	1,567	1,550	1,550	3,950
72045	Computer Software	1,512	15,019	15,019	6,545
72061	Meeting Supplies	2,748	2,200	2,200	1,350
	Total Supplies	33,852	53,809	41,679	35,805
7300	Maintenance				
73011	Buildings Maintenance	7,138	-	-	-
73041	Furniture/Fixtures Maint	4,387	17,310	17,310	22,310
73042	Machinery & Equip Maint	4	-	-	4,200
73043	Motor Vehicles Maint	8,940	12,500	12,500	12,500
	Total Maintenance	20,468	29,810	29,810	39,010
7400	Services				
74021	Special Services	232	130,000	129,049	100,000
74042	Education & Training	22,044	25,500	25,500	28,000
74071	Association Dues/Subscript	1,507	3,427	3,427	3,917
	Total Services	23,783	158,927	157,976	131,917
	Total Operating	1,087,412	1,355,312	1,313,275	1,440,834
8000	Capital Outlay				
80001	Items < \$10,000	-	8,000	8,000	-
84042	Machinery & Equipment	-	6,500	6,500	6,500
	Total Capital Outlay	-	14,500	14,500	6,500
TOTAL DEPARTMENT		\$ 1,087,412	\$ 1,369,812	\$ 1,327,775	\$ 1,447,334

4000 PUBLIC HEALTH – PROGRAM SUMMARY

Program Description

The Department consists of five divisions: Animal Services, Community Services/Clean Team, Environmental Health, Mosquito Control, and Neighborhood Protection. The Department is responsible for the public environmental health concerns of the City. Included programs are:

- Animal Services has an animal care component related to pet adoptions, education/outreach, fostering, volunteering and a public protection component related to aggressive/loose dogs, dog bites, wild animals, and rabies control.
- Community Service program uses court assigned probationers to clean city rights-of-way and mow city foreclosed properties while the Clean Team proactively removes various types of trash and debris throughout the City.
- Environmental Health performs inspections, issues permits, investigates complaints of food service establishments as well as inspecting and permitting public swimming pools, and investigates complaints of environmental pollution.
- Mosquito Control provides vector control for mosquitoes in the form of adulticiding, larvaciding, investigates complaints of stagnant water and provides education and outreach to citizens in ways to reduce mosquitoes.
- Neighborhood Protection proactively surveys the city for public nuisance violations associated with property maintenance such as high grass, open storage, rubbish/trash, yard parking and junk vehicles.

Major Goals

- Overall improvement of the Animal Services program; retaining adequate and competent staff, responding timely to the public, and providing quality care of the animals along with maximizing positive outcomes.
- Prevention of food borne illness or disease and/or disease transmission to and between humans.
- Improvement of access to public and environmental health information and issues by the general public.
- Increase the number of properties maintained in compliance within the City and reduce litter and trash.
- Increase public awareness and understanding of Animal Services, Clean Team, Environmental health, Mosquito control, and Neighborhood Protection.
- Maintain Department infrastructure and resources to effectively meet the needs of the community.

Major Objectives

- Provide a high quality of citizen service and animal care at the Animal Shelter covering all aspects of the operation – person to person within the facility, via phone calls, or in the field protecting the public.
- Continuation of standardized risk assessment and inspection programs for Food Service Establishments, Mosquito Control, and continued proactive compliance surveys by Neighborhood Protection.
- Reduce litter and trash throughout the City of Baytown using Community Service and Clean Team.
- Improve compliance resolution percentages of complaints in all divisions.

4000 PUBLIC HEALTH - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 1,884,787	\$ 2,392,851	\$ 1,900,140	\$ 2,464,306
71003	Part Time Wages	70,818	142,880	167,218	260,400
71009	Overtime	50,435	56,898	44,000	56,750
71021	Health Insurance	383,104	566,418	273,797	605,936
71022	Tmrs	347,328	437,966	343,048	478,608
71023	Fica	145,251	193,203	153,109	205,685
71028	Workers Compensation	12,217	21,832	11,362	18,956
71041	Allowances	22,989	16,200	21,814	23,400
71043	Employee Incentives	-	-	-	2,000
71091	Prsnl Svcs Reimbursed	(15,841)	-	-	-
	Total Personnel Services	2,901,090	3,828,248	2,914,487	4,116,041
7200	Supplies				
72001	Office Supplies	22,253	32,000	26,239	33,578
72002	Postage Supplies	5,330	8,600	6,062	8,760
72004	Printing Supplies	4,340	10,400	9,303	11,326
72005	Animal Feed Supplies	18,355	18,400	18,400	24,400
72007	Wearing Apparel	6,117	10,800	10,331	12,700
72010	Garbage Bags	-	-	-	600
72016	Motor Vehicle Supplies	48,920	49,700	41,631	68,840
72017	Parts Purchase For Resale	8	-	-	-
72021	Minor Tools	23,073	27,692	43,855	28,967
72026	Cleaning & Janitorial Sup	23,092	61,400	53,860	61,400
72031	Chemical Supplies	115,847	196,500	182,620	349,547
72032	Medical Supplies	17,293	75,625	64,380	75,625
72045	Computer Software	42,100	47,460	37,161	8,900
72055	Laboratory Supplies	-	-	-	7,200
72061	Meeting Supplies	-	-	-	3,600
	Total Supplies	326,729	538,577	493,841	695,443
7300	Maintenance				
73001	Land Maintenance	176,798	120,000	95,042	136,000
73011	Buildings Maintenance	51,256	-	-	5,000
73027	Heat & Cool Sys Maint	3,062	-	-	-
73041	Furniture/Fixtures Maint	9,650	5,000	6,904	24,857
73042	Machinery & Equip Maint	4,995	9,000	7,932	10,486
73043	Motor Vehicles Maint	35,830	40,000	36,319	41,400
	Total Maintenance	281,591	174,000	146,197	217,743
7400	Services				
74001	Communication	-	15,000	12,551	-
74002	Electric Service	28,671	-	-	-
74005	Natural Gas	6,710	-	-	-
74011	Equipment Rental	3,614	5,000	7,228	7,200
74021	Special Services	73,904	89,000	84,475	151,838
74026	Janitorial Services	8,538	27,122	22,689	7,121
74042	Education & Training	19,052	32,200	26,804	41,831
74051	Non City Facility Rental	19,000	19,500	19,270	19,500
74056	Vacant Lot Cleaning	53,340	200,000	179,339	200,000
74058	Landfill Fees	56,490	144,000	117,236	141,000
74064	Staff Development	-	-	-	10,000
74071	Association Dues/Subscript	3,229	5,650	4,672	5,650
	Total Services	272,547	537,472	474,265	584,140

4000 PUBLIC HEALTH - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7500	Sundry Charges				
75051	Court Cost	3,500	5,000	6,942	8,500
	Total Sundry & Other	3,500	5,000	6,942	8,500
	Total Operating	3,785,456	5,083,297	4,035,731	5,621,867
8000	Capital Outlay				
84042	Machinery & Equipment	-	-	5,750	-
84043	Motor Vehicles	-	82,735	92,335	-
	Total Capital Outlay	-	82,735	98,085	-
	TOTAL DEPARTMENT	\$ 3,785,456	\$ 5,166,032	\$ 4,133,817	\$ 5,621,867

Program Description

The Baytown Parks and Recreation Team is responsible for providing and maintaining fun, safe, and inviting areas throughout the City of Baytown. This is accomplished through the efforts of an awarding winning team that consist of four divisions: Recreation, Parks, Aquatics, and Environmental Education. Together, our team strives to offer our community and guests a combination of new and innovate programs, amenities, educational opportunities, and countless other ways to become involved, learn something new, and help foster a sense of community.

Notable responsibilities of the Department include:

- Maintaining
 - Fifty -three parks, comprising of more than 1,061 acres
 - Five walking/biking trails consisting of 31.7 total miles
 - 125 miles of right of way and ditch mowing
 - 227 acres of TXDot right of ways
 - Multiple sports venues including four slow-pitch softball fields, two tournament quality disc golf courses, and a cricket pitch
 - Six spray/splash pads
 - 2 water parks complete with 14 slides, 3 kiddie play areas, wave pool, lazy river, FlowRider, and a NinjaCross.
 - 234,285 Square feet of climate-controlled rental space
 - A 500-acre Nature Center offering trails, picnic areas, fishing piers, and outdoor recreational space
 - 65 landscape beds across the City
 - And much more...
- Programming for a better community:
 - Yearly swim lessons averaging nearly 450 participants. To date, over 5,000 individuals have learned to swim though working with the Baytown Parks and Recreation Aquatics team.
 - Year-long award-winning Science camps and nature education programming for all ages at the Eddie V. Gray Wetlands Education Center and Baytown Nature Center
 - Adult softball is averaging around 12 teams for Men's Recreation, 10 teams for Thursday Coed and 8 teams for Sunday Coed. That's almost 400 participants per season. Pickleball is averaging around 30 participants every Monday with a morning and evening session. Adult sand volleyball, arena soccer and flag football are averaging around 6 teams per season with a combined total of round 150 participants.
 - And much more...

Notable recent team accomplishments include:

- Texas Recreation and Park Society's (TRAPS) State Level:
 - Planning Excellence - Parks, Recreation, Trails and Open Space Master Plan
- Texas Recreation and Park Society's (TRAPS) Regional Level:
 - Lone Star Programming – Juneteenth Celebrations
 - Special Event Photography award
 - Leisure & Cultural Arts Photography award
 - Innovation in Parks & Facility Development - Wetlands Classroom Remodel
 - Park Professional of the Year award – Tracey Prothro
- Houston-Galveston Area Council's annual Parks and Natural Areas Awards
 - Special Recognition- Parks Areas - Parks, Recreation, Trails and Open Space Master Plan
- Texas Public Pool Council (TPPC)
 - Special Event of the Year – Special Pirates Night at Pirates Bay
 - 2022 President Elect – Jenna Stevenson

Major Goals

- Demonstrate sensitivity to citizen's needs in planning programs and facilities.
- Follow the goals and objectives of the 2021 Parks, Recreation, Trails, and Open Space Master Plan
- Support the City Council's Goals Implementation Plan and visioning priorities.
- Expand promotional and marketing efforts for all special events and programs, heightening community awareness of services available.
- Expand youth recreation opportunities including Youth Sports and Summer Camps
- Improve the community's image and appearance by providing quality recreation programs and safe, well-maintained parks and open spaces.
- Maintain scheduled Municipal Development District (MDD) construction projects and improvements for parks Enhance and promote the City's environmental resources as an enticement to visitors.
- Continue to expand the City's trails, linking parks to neighborhood, schools and commercial areas where possible.
- Explore opportunities to either encourage or take measures to capitalize on Baytown's waterfront access
- Continue developing park amenities that expand and encourage park usage in a manner that is inclusive of all age groups and capabilities.
- Expand upon repertoire of existing City events.

Major Objectives

- Update the Aquatic Facilities Study and the Strategic Master for all aquatic facilities Continue to maintain and beautify the City's medians
- Solicit citizen involvement in planning of events, programs and new facilities.
- Maintain mowing rotation times with a goal in the Parks at 2 weeks, Medians at 2 weeks, Roadsides at 8 weeks and Slope Mowing at 8 weeks.
- Increase scope of weed control programs on medians and right of ways.
- Provide increased information to media and make regular presentations to community groups.
- Inspect playgrounds on a consistent basis.
- Clean park facilities and remove litter a minimum of two times per week in all parks and seven days week in heavily used parks.
- Begin Bayland Park Revitalization Project to create an amenity for other area projects.
- Install a trail for toddlers and younger children within the trail system
- Provide equipment at parks for seniors and patrons of limited capabilities.
- Explore outdoor adventure opportunities such as zip lines or ropes course at waterfront parks such as Bayland Island and the Baytown Nature Center
- Plan for and implement small gathering venues/performing arts platforms in various locations throughout the City.

5000 PARKS & RECREATION - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 2,765,944	\$ 2,866,694	\$ 2,613,819	\$ 3,140,968
71003	Part Time Wages	471,974	472,447	525,510	632,300
71009	Overtime	109,535	235,264	220,391	244,357
71021	Health Insurance	608,803	777,179	425,517	908,904
71022	Tmrs	510,463	523,128	480,114	609,679
71023	Fica	244,120	256,271	235,918	263,152
71028	Workers Compensation	130,676	125,340	126,710	143,216
71041	Allowances	10,757	33,800	5,229	10,800
71091	Prsnl Svcs Reimbursed	(5,854)	-	-	-
	Total Personnel Services	4,846,417	5,290,122	4,633,208	5,953,376
7200	Supplies				
72001	Office Supplies	15,427	16,704	16,702	19,350
72002	Postage Supplies	718	708	726	885
72004	Printing Supplies	24,572	29,375	28,397	40,355
72007	Wearing Apparel	27,473	25,428	25,228	31,419
72016	Motor Vehicle Supplies	133,294	119,083	155,970	227,379
72019	Supplies Purch For Resale	47,498	39,000	50,357	48,000
72021	Minor Tools	36,060	42,534	54,682	51,311
72026	Cleaning & Janitorial Sup	52,402	58,782	52,798	62,382
72031	Chemical Supplies	77,591	87,293	100,293	160,250
72041	Educational Supplies	255,570	315,291	327,503	349,821
72045	Computer Software	11,484	12,125	6,125	7,625
72046	Botanical Supplies	35,863	239,949	239,949	157,543
	Total Supplies	718,736	986,272	1,058,730	1,156,320
7300	Maintenance				
73001	Land Maintenance	289,227	509,863	509,863	626,966
73011	Buildings Maintenance	131,598	78,930	96,832	104,174
73012	Docks & Piers Maintenance	809	5,400	12,348	12,400
73013	Recreation Equip Maint	28,568	102,400	111,895	167,760
73022	Sanitary Sewers Maint	536	1,600	1,600	1,600
73025	Streets Sidewalks & Curbs	10,362	39,056	37,570	35,056
73027	Heat & Cool Sys Maint	9,660	-	-	-
73028	Electrical Maintenance	59,182	64,655	53,644	71,310
73041	Furniture/Fixtures Maint	57,198	39,249	39,200	38,300
73042	Machinery & Equip Maint	8,209	89,150	97,300	107,850
73043	Motor Vehicles Maint	187,385	201,660	188,910	201,660
73044	Street Signs Maint	19,817	20,300	24,360	27,450
73049	Barricades Maint	21,179	18,350	15,350	20,620
	Total Maintenance	823,729	1,170,613	1,188,872	1,415,146
7400	Services				
74002	Electric Service	219,758	-	-	-
74005	Natural Gas	20,996	-	-	-
74011	Equipment Rental	64,911	113,720	115,166	124,654
74021	Special Services	500,599	602,257	618,367	610,657
74036	Advertising	29,218	67,000	68,047	67,000
74042	Education & Training	15,940	32,802	30,232	33,902
74051	Non City Facility Rental	240	-	-	-
74058	Landfill Fees	1,246	23,749	23,749	23,749
74064	Staff Development	-	-	-	10,000
74071	Association Dues/Subscript	1,830	5,379	5,285	5,379
74123	Instructor Fees	30,636	30,000	30,680	30,000
	Total Services	885,374	874,907	891,527	905,341

5000 PARKS & RECREATION - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7500	Sundry Charges				
77106	Light Contract Reimb	12,000	12,000	12,000	12,000
	Total Sundry & Other	12,000	12,000	12,000	12,000
	Total Operating	7,286,256	8,333,915	7,784,337	9,442,183
8000	Capital Outlay				
80001	Items < \$10,000	15,537	6,794	16,730	-
82011	Building & Improvements	-	-	-	280,000
84042	Machinery & Equipment	50,537	38,040	233,995	120,647
84043	Motor Vehicles	300	80,000	76,488	-
85001	Construction	50,000	-	-	-
	Total Capital Outlay	116,374	124,834	327,213	400,647
TOTAL DEPARTMENT		\$ 7,402,630	\$ 8,458,749	\$ 8,111,550	\$ 9,842,830

6000 STERLING MUNICIPAL LIBRARY – PROGRAM SUMMARY

Program Description

The mission of this department is to provide a program of public library service which makes resources available to the citizens for: life-long learning; access to information; a rich and satisfying leisure life.

Major Goals

- The staff of Sterling Municipal Library will provide cost-effective stewardship of community resources.
- The staff of Sterling Municipal Library will provide our customers with exceptional service and unique experiences that will consistently exceed their expectations. Staff will surprise and delight patrons when they visit the library, when they call of on the phone, and when they visit our website.
- The staff of Sterling Municipal Library will ensure that Sterling Municipal Library is a source of civic pride for the community of Baytown.
- The staff of Sterling Municipal Library will create an organization that has a positive and distinct impact on the community.
- The Community Engagement staff will promote resident engagement by connecting with neighborhoods, promoting avenues to volunteerism, creating community art, facilitating civic education and soliciting community input.

Major Objectives

- Providing access to physical and digital collections and services that support leisure and learning
- Providing physical and digital collections that chronicle Baytown's history
- Engaging in thoughtful selection and targeted marketing of library materials to minimize the cost per item circulation
- Providing expert support in connecting information seekers with relevant resources
- Providing expert support in connecting customers with relevant and emerging technologies
- Promoting early learning and literacy experiences to create future readers
- Using of the library's physical space in order to maximize benefit of community resources
- Providing empathetic, customized, solution-based customer interactions
- Providing unique and engaging programs and experiences for all ages
- Providing proactive and responsive outreach to the community
- Facilitating innovative use of library's physical space to spark customer curiosity and interest
- Facilitating innovative use of the library website and social media accounts to spark customer curiosity and interest
- Creating inviting spaces to meet, study, and read that are accessible and convenient to the public
- Maintaining safe and attractive building and grounds
- Maintaining an updated, attractive, and user-friendly website
- Creating destination-worthy events, exhibits, and collections
- Providing services and points of interest to out of town visitors
- Engage residents in community through volunteer initiatives including Adopt-A-Spot
- Provide opportunities to learn about local government to teens and adults through the Youth Advisory Commission and the Baytown Civic Academy.
- Beautify neighborhoods and connect neighbors through civic meetings and the Neighborhood Empowerment Grant program.

6000 STERLING MUNICIPAL LIBRARY - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 1,197,467	\$ 1,314,407	\$ 1,203,182	\$ 1,428,422
71003	Part Time Wages	188,155	229,340	205,890	229,819
71009	Overtime	36	-	-	2,550
71021	Health Insurance	239,852	289,795	190,670	316,140
71022	Tmrs	213,273	239,886	212,202	255,167
71023	Fica	98,486	118,487	99,918	109,664
71028	Workers Compensation	6,832	5,849	6,693	6,143
71041	Allowances	5,114	5,100	4,736	5,100
	Total Personnel Services	1,949,215	2,202,864	1,923,291	2,353,006
7200	Supplies				
72001	Office Supplies	8,795	10,000	8,975	10,000
72002	Postage Supplies	5,000	6,000	5,870	6,000
72004	Printing Supplies	1,200	8,000	4,537	6,500
72007	Wearing Apparel	1,304	1,500	1,411	4,500
72013	Program Supplies	-	-	-	10,300
72016	Motor Vehicle Supplies	321	500	383	700
72021	Minor Tools	9,763	10,000	8,542	10,000
72023	Library Materials	159,949	245,000	244,002	245,000
72026	Cleaning & Janitorial Sup	8,595	8,000	7,359	8,000
72041	Educational Supplies	10,381	11,000	8,911	7,000
72045	Computer Software	-	-	-	115,692
72061	Meeting Supplies	-	-	-	7,300
	Total Supplies	205,308	300,000	289,990	430,992
7300	Maintenance				
73001	Land Maintenance	12,878	20,000	19,470	23,623
73011	Buildings Maintenance	74,746	9,700	9,757	6,757
73027	Heat & Cool Sys Maint	21,505	-	-	-
73041	Furniture/Fixtures Maint	6,801	8,500	7,824	7,000
73042	Machinery & Equip Maint	25,894	27,000	21,333	18,120
73043	Motor Vehicles Maint	178	1,800	580	1,550
73046	Books - Maintenance	3,497	5,000	4,589	5,000
	Total Maintenance	145,500	72,000	63,553	62,050
7400	Services				
74001	Communication	11,314	13,000	13,616	14,461
74002	Electric Service	48,298	-	-	-
74005	Natural Gas	8,659	-	-	-
74011	Equipment Rental	12,139	11,679	11,423	11,679
74021	Special Services	122,886	180,063	180,063	117,385
74026	Janitorial Services	-	-	-	9,326
74036	Advertising	-	2,000	658	1,000
74042	Education & Training	14,385	24,900	18,740	20,200
74064	Staff Development	-	-	-	5,000
74071	Association Dues/Subscript	490	1,400	1,400	820
	Total Services	218,171	233,042	225,900	179,871
	Total Operating	2,518,193	2,807,906	2,502,734	3,025,919
8000	Capital Outlay				
80001	Items < \$10,000	39,999	-	-	-
82011	Building & Improvements	1	-	-	-
	Total Capital Outlay	40,000	-	-	-
	TOTAL DEPARTMENT	\$ 2,558,193	\$ 2,807,906	\$ 2,502,734	\$ 3,025,919

9010 TRANSFERS OUT - SERVICE LEVEL BUDGET

This cost center represents funding to other funds and costs allocation for operating services.

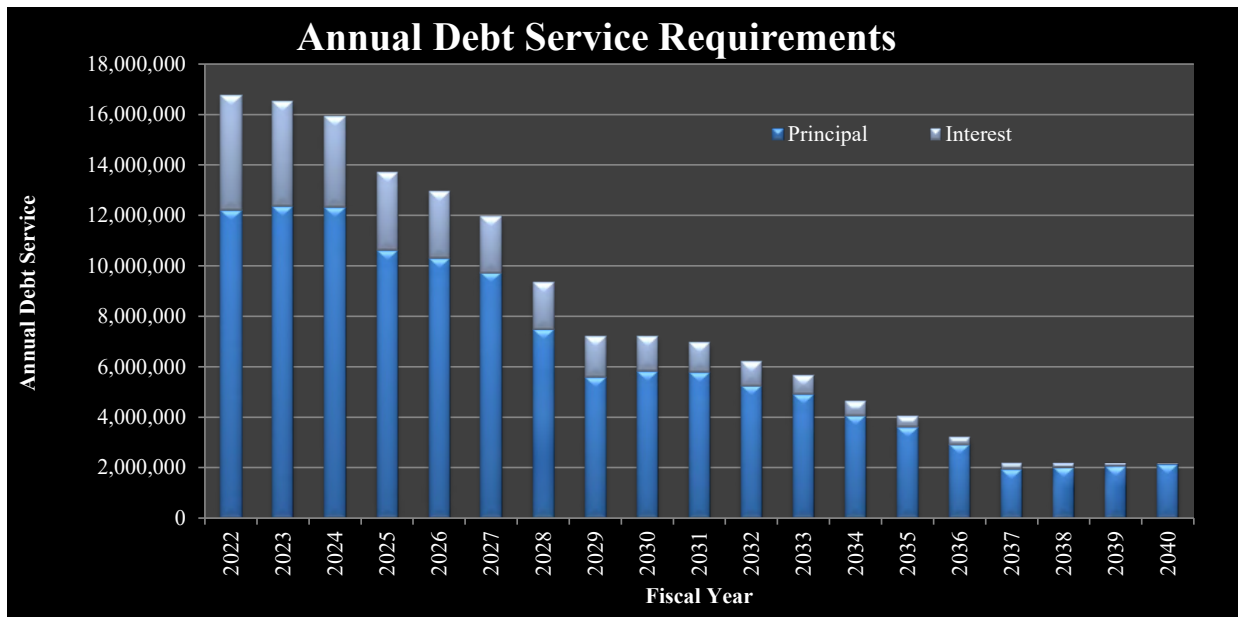
Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
9000	Other Financing Uses				
91201	To Municipal Ct Security	\$ 115,814	\$ 164,272	\$ 164,272	114,860
91226	To Miscellaneous Police	423,717	416,750	416,750	416,750
91228	To Police Academy	1,550	-	-	-
91290	To FEMA	8,695	-	-	-
91298	To Wetland Research Ctr	286,481	236,909	236,909	296,201
91350	To Gen Capital Proj Fund	1,876,285	6,266,964	6,266,964	7,264,500
91351	To Capital Improvemnt Prg	6,142,000	13,500,000	13,500,000	12,000,000
91450	To Accrued Leave-General	2,351,520	2,851,520	2,851,520	-
91500	To Solid Waste Fund	250,000	250,000	250,000	-
91540	To Bayland Island	208,870	-	-	-
91550	To Internal Service Fnd	350,000	325,000	325,000	300,000
91552	To Warehouse Operations	50,000	75,000	75,000	-
	Total Other Financing Uses	12,064,933	24,086,415	24,086,415	20,392,311
TOTAL DEPARTMENT		\$ 12,064,933	\$ 24,086,415	\$ 24,086,415	\$ 20,392,311
		\$ 111,118,846	\$ 136,918,411	\$ 129,925,823	\$ 143,668,680

**CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND 401
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
BEGINNING FUND BALANCE	\$ 6,268,424	\$ 3,144,287	\$ 3,144,287	\$ 20,131
Add:				
Current Yr Property Taxes	13,289,919	14,000,000	13,304,856	16,217,870
Prior Year Property Taxes	368,799	300,000	151,017	200,000
Penalty And Interest	-	100,000	-	-
Investment Interest	20,850	75,750	10,000	20,000
Miscellaneous	-	-	6,892	-
From FCPEMSD Fund	851,300	782,125	782,125	783,125
From W W I S	617,185	5,881,738	5,881,738	5,987,784
Revenue From MDD Fund	432,674	1,347,800	1,347,800	1,359,300
Transfer From TIRZ	1,219,356	1,222,606	1,222,606	2,723,856
From CIPF	-	-	1,500,000	-
Refunding Bond Proceeds	16,555,000	-	-	-
Premium On Bonds Sold	2,595,279	-	-	-
Total Revenues	35,950,362	23,710,020	24,207,035	27,291,935
FUNDS AVAILABLE FOR DEBT SERVICE	42,218,787	26,854,307	27,351,322	27,312,066
Deduct:				
Bond Principal	13,828,562	17,820,000	18,461,075	19,324,981
Other Debt Payments	19,696,881	830,000	2,281,448	-
Interest On Bonds	5,260,282	6,403,519	6,183,583	6,488,922
Special Services	16,220	65,000	6,793	100,000
Capital Lease Payment	-	-	272,118	-
Fiscal Agent Fees	8,000	8,000	8,801	10,000
Issuance Cost	264,554	150,000	117,373	500,000
Total Expenditures	39,074,499	25,276,519	27,331,191	26,423,903
ENDING FUND BALANCE	\$ 3,144,287	\$ 1,577,788	\$ 20,131	\$ 888,163

CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
ANNUAL REQUIREMENT TO AMORTIZE GENERAL OBLIGATION DEBT

Fiscal Year	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement
2022	12,202,701	2,328,661	2,214,997	4,543,658	16,746,359
2023	12,367,603	2,214,997	1,933,519	4,148,516	16,516,119
2024	12,335,206	1,933,519	1,653,934	3,587,453	15,922,659
2025	10,622,808	1,653,934	1,423,522	3,077,456	13,700,264
2026	10,321,437	1,423,522	1,199,477	2,622,999	12,944,436
2027	9,745,110	1,199,477	1,005,098	2,204,575	11,949,685
2028	7,485,528	1,005,098	867,189	1,872,287	9,357,815
2029	5,600,459	867,189	748,468	1,615,657	7,216,116
2030	5,825,986	748,468	637,339	1,385,807	7,211,793
2031	5,791,511	637,339	528,889	1,166,228	6,957,739
2032	5,252,038	528,889	422,288	951,177	6,203,215
2033	4,907,564	422,288	321,446	743,734	5,651,298
2034	4,066,995	321,446	242,756	564,202	4,631,197
2035	3,606,558	242,756	175,625	418,381	4,024,939
2036	2,915,000	175,625	122,475	298,100	3,213,100
2037	1,950,000	122,475	93,225	215,700	2,165,700
2038	2,010,000	93,225	63,075	156,300	2,166,300
2039	2,070,000	63,075	32,025	95,100	2,165,100
2040	2,135,000	32,025	-	32,025	2,167,025
\$	121,211,504	\$ 16,014,008	\$ 13,685,348	\$ 29,699,356	\$ 150,910,860



CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
STATEMENT OF BONDED INDEBTEDNESS
Fiscal Year 2022-23

General Obligation & Refunding							Funding: GOIS-WWIS-MDD		\$ 28,520,000
Series 2014							Date of Issue - April 1, 2014		Term - 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2014		\$ -	\$ -	\$ 297,352	\$ 297,352.08	\$ 297,352	28,520,000		
2015	2.000%	1,550,000	504,938	489,438	994,375	2,544,375	26,970,000		
2016	3.000%	2,365,000	489,438	453,963	943,400	3,308,400	24,605,000		
2017	3.000%	2,075,000	453,963	422,838	876,800	2,951,800	22,530,000		
2018	3.000%	1,835,000	422,838	395,313	818,150	2,653,150	20,695,000		
2019	3.000%	1,905,000	395,313	366,738	762,050	2,667,050	18,790,000		
2020	4.000%	1,980,000	366,738	327,138	693,875	2,673,875	16,810,000		
2021	4.000%	1,770,000	327,138	291,738	618,875	2,388,875	15,040,000		
2022	4.000%	1,441,130	227,876	199,054	426,930	1,868,060	13,598,870		
2023	4.000%	1,507,523	199,054	168,903	367,957	1,875,480	12,091,347		
2024	4.000%	1,573,917	168,903	137,425	306,328	1,880,245	10,517,430		
2025	4.000%	1,640,310	137,425	104,619	242,043	1,882,353	8,877,120		
2026	4.000%	1,398,169	104,619	76,655	181,274	1,579,443	7,478,951		
2027	3.250%	460,849	76,655	69,166	145,822	606,671	7,018,102		
2028	3.375%	476,471	69,166	61,126	130,292	606,763	6,541,631		
2029	3.500%	492,093	61,126	52,514	113,640	605,733	6,049,538		
2030	3.500%	511,621	52,514	43,561	96,075	607,696	5,537,917		
2031	3.750%	531,148	43,561	33,602	77,163	608,311	5,006,769		
2032	3.750%	550,676	33,602	23,277	56,879	607,555	4,456,093		
2033	4.000%	570,203	23,277	11,873	35,150	605,353	3,885,890		
2034	4.000%	593,636	11,873	-	11,873	605,509	3,292,254		
		\$ 25,227,746	\$ 4,170,013	\$ 4,026,289	\$ 8,196,302	\$ 33,424,048	\$ -		

Call Option: Bonds maturing on 02/01/2025 to 02/01/2034 callable in whole or in part on any date beginning 02/01/2024 @ par.

General Obligation & Refunding							Funding: GOIS-WWIS-MDD		\$ 25,310,000
Series 2015							Date of Issue - July 7, 2015		Term - 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2016	2.000%	\$ 305,000	\$ 672,842	\$ 590,634	\$ 1,263,477	\$ 1,568,476.67	25,005,000		
2017	5.000%	1,445,000	590,634	554,509	1,145,144	2,590,144	23,560,000		
2018	5.000%	1,540,000	554,509	516,009	1,070,519	2,610,519	22,020,000		
2019	5.000%	1,635,000	516,009	475,134	991,144	2,626,144	20,385,000		
2020	5.000%	1,740,000	475,134	431,634	906,769	2,646,769	18,645,000		
2021	5.000%	1,850,000	431,634	385,384	817,019	2,667,019	16,795,000		
2022	5.000%	862,292	169,548	147,991	317,538	1,179,830	15,932,708		
2023	5.000%	917,285	147,991	125,058	273,049	1,190,334	15,015,423		
2024	5.000%	974,477	125,058	100,696	225,755	1,200,232	14,040,946		
2025	5.000%	1,036,070	100,696	74,795	175,491	1,211,561	13,004,876		
2026	5.000%	598,325	74,795	59,837	134,631	732,956	12,406,551		
2027	5.000%	629,121	59,837	44,109	103,945	733,066	11,777,430		
2028	3.375%	259,567	44,109	39,728	83,837	343,404	11,517,863		
2029	3.500%	268,366	39,728	35,032	74,760	343,126	11,249,497		
2030	3.625%	279,365	35,032	29,968	65,000	344,365	10,970,132		
2031	3.625%	290,363	29,968	24,706	54,674	345,037	10,679,769		
2032	3.750%	301,362	24,706	19,055	43,761	345,123	10,378,407		
2033	3.750%	312,361	19,055	13,198	32,253	344,614	10,066,046		
2034	4.000%	323,359	13,198	6,731	19,930	343,289	9,742,687		
2035	4.000%	336,558	6,731	-	6,731	343,289	9,406,129		
		\$ 15,903,871	\$ 4,131,216	\$ 3,674,211	\$ 7,805,427	\$ 23,709,298	\$ -		

Call Option: Bonds maturing on 02/01/2026 to 02/01/2035 callable in whole or in part on any date beginning 02/01/2025 @ par.

CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
STATEMENT OF BONDED INDEBTEDNESS
Fiscal Year 2022-23

Certificates of Obligation		Funding: GOIS							\$ 6,600,000
Series 2015		Date of Issue - July 7, 2015							Term - 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2016	2.000%	\$ 230,000	\$ 127,865	\$ 110,522	\$ 238,387	\$ 468,387	6,370,000		
2017	2.000%	250,000	110,522	108,022	218,544	468,544	6,120,000		
2018	5.000%	255,000	108,022	101,647	209,669	464,669	5,865,000		
2019	2.000%	265,000	101,647	98,997	200,644	465,644	5,600,000		
2020	2.000%	275,000	98,997	96,247	195,244	470,244	5,325,000		
2021	3.000%	280,000	96,247	92,047	188,294	468,294	5,045,000		
2022	3.000%	290,000	92,047	87,697	179,744	469,744	4,755,000		
2023	3.000%	300,000	87,697	83,197	170,894	470,894	4,455,000		
2024	3.000%	305,000	83,197	78,622	161,819	466,819	4,150,000		
2025	3.000%	315,000	78,622	73,897	152,519	467,519	3,835,000		
2026	3.000%	325,000	73,897	69,022	142,919	467,919	3,510,000		
2027	3.125%	335,000	69,022	63,788	132,809	467,809	3,175,000		
2028	3.375%	345,000	63,788	57,966	121,753	466,753	2,830,000		
2029	3.500%	360,000	57,966	51,666	109,631	469,631	2,470,000		
2030	3.625%	370,000	51,666	44,959	96,625	466,625	2,100,000		
2031	3.625%	385,000	44,959	37,981	82,941	467,941	1,715,000		
2032	5.000%	400,000	37,981	27,981	65,963	465,963	1,315,000		
2033	3.750%	415,000	27,981	20,200	48,181	463,181	900,000		
2034	5.000%	440,000	20,200	9,200	29,400	469,400	460,000		
2035	4.000%	460,000	9,200	-	9,200	469,200	-		
		\$ 6,600,000	\$ 1,441,521	\$ 1,313,656	\$ 2,755,177	\$ 9,355,177	\$ -		

Call Option: Bonds maturing on 02/01/2026 to 02/01/2035 callable in whole or in part on any date beginning 02/01/2025 @ par.

General Obligation & Refunding		Funding: GOIS-WWIS-MDD							\$ 35,530,000
Series 2016		Date of Issue - July 19, 2016							Term - 12 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2016	4.000%	\$ -	\$ -	\$ 51,638	\$ 51,638	\$ 51,638	35,530,000		
2017	4.000%	750,000	774,575	759,575	1,534,150	2,284,150	34,780,000		
2018	4.000%	2,555,000	759,575	708,475	1,468,050	4,023,050	32,225,000		
2019	5.000%	2,695,000	708,475	641,100	1,349,575	4,044,575	29,530,000		
2020	5.000%	2,850,000	641,100	569,850	1,210,950	4,060,950	26,680,000		
2021	5.000%	3,020,000	569,850	494,350	1,064,200	4,084,200	23,660,000		
2022	5.000%	704,279	116,522	98,915	215,438	919,717	22,955,721		
2023	5.000%	742,795	98,915	80,345	179,261	922,056	22,212,926		
2024	5.000%	786,812	80,345	60,675	141,021	927,833	21,426,114		
2025	4.000%	826,428	60,675	44,147	104,822	931,250	20,599,686		
2026	4.000%	864,943	44,147	26,848	70,994	935,937	19,734,743		
2027	4.000%	885,140	26,848	9,145	35,993	921,133	18,849,603		
2028	2.000%	914,490	9,145	-	9,145	923,635	17,935,113		
		\$ 17,594,887	\$ 3,890,172	\$ 3,545,063	\$ 7,435,236	\$ 25,030,123	\$ -		

Call Option: Bonds maturing on 02/01/2027 to 02/01/2028 callable in whole or in part on any date beginning 02/01/2027 @ par.

CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
STATEMENT OF BONDED INDEBTEDNESS
Fiscal Year 2022-23

Certificates of Obligation		Funding: TIRZ						\$ 17,635,000
Series 2016		Date of Issue - July 19, 2016						Term - 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2017	5.000%	\$ 570,000	\$ 335,163	\$ 299,966	\$ 635,129	\$ 1,205,129	17,065,000	
2018	2.000%	610,000	299,966	293,866	593,831	1,203,831	16,455,000	
2019	5.000%	635,000	293,866	277,991	571,856	1,206,856	15,820,000	
2020	5.000%	675,000	277,991	261,116	539,106	1,214,106	15,145,000	
2021	5.000%	715,000	261,116	243,241	504,356	1,219,356	14,430,000	
2022	5.000%	755,000	243,241	224,366	467,606	1,222,606	13,675,000	
2023	5.000%	795,000	224,366	204,491	428,856	1,223,856	12,880,000	
2024	5.000%	845,000	204,491	183,366	387,856	1,232,856	12,035,000	
2025	5.000%	1,075,000	183,366	156,491	339,856	1,414,856	10,960,000	
2026	5.000%	1,130,000	156,491	128,241	284,731	1,414,731	9,830,000	
2027	2.000%	1,170,000	128,241	116,541	244,781	1,414,781	8,660,000	
2028	2.125%	1,195,000	116,541	103,844	220,384	1,415,384	7,465,000	
2029	2.250%	850,000	103,844	94,281	198,125	1,048,125	6,615,000	
2030	2.375%	870,000	94,281	83,950	178,231	1,048,231	5,745,000	
2031	2.500%	890,000	83,950	72,825	156,775	1,046,775	4,855,000	
2032	3.000%	915,000	72,825	59,100	131,925	1,046,925	3,940,000	
2033	3.000%	940,000	59,100	45,000	104,100	1,044,100	3,000,000	
2034	3.000%	970,000	45,000	30,450	75,450	1,045,450	2,030,000	
2035	3.000%	1,000,000	30,450	15,450	45,900	1,045,900	1,030,000	
2036	3.000%	1,030,000	15,450	-	15,450	1,045,450	-	
		\$ 17,635,000	\$ 3,229,735	\$ 2,894,572	\$ 6,124,307	\$ 23,759,307	\$ -	

Certificates of Obligation		Funding: GOIS						\$ 18,010,000
Series 2017		Date of Issue - October 10, 2017						Term - 10 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2018	5.000%	\$ 1,620,000	\$ 211,853	\$ 378,550	\$ 590,403	\$ 2,210,403	16,390,000	
2019	5.000%	1,485,000	378,550	341,425	719,975	2,204,975	14,905,000	
2020	5.000%	1,565,000	341,425	302,300	643,725	2,208,725	13,340,000	
2021	5.000%	1,645,000	302,300	261,175	563,475	2,208,475	11,695,000	
2022	5.000%	1,730,000	261,175	217,925	479,100	2,209,100	9,965,000	
2023	5.000%	1,815,000	217,925	172,550	390,475	2,205,475	8,150,000	
2024	5.000%	1,910,000	172,550	124,800	297,350	2,207,350	6,240,000	
2025	4.000%	1,995,000	124,800	84,900	209,700	2,204,700	4,245,000	
2026	4.000%	2,080,000	84,900	43,300	128,200	2,208,200	2,165,000	
2027	4.000%	2,165,000	43,300	-	43,300	2,208,300	-	
		\$ 18,010,000	\$ 2,138,778	\$ 1,926,925	\$ 4,065,703	\$ 22,075,703	\$ -	

Call Option: Noncallable

CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
STATEMENT OF BONDED INDEBTEDNESS
Fiscal Year 2022-23

Certificates of Obligation		Funding: FCPMSD						\$	7,365,000
Series 2018		Date of Issue - August 28, 2018						Term - 10 Years	
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2019	3.000%	\$ 655,000	\$ 93,904	\$ 100,650	\$ 194,554	\$ 849,554	6,710,000		
2020	3.000%	660,000	100,650	90,750	191,400	851,400	6,050,000		
2021	3.000%	680,000	90,750	80,550	171,300	851,300	5,370,000		
2022	3.000%	700,000	80,550	70,050	150,600	850,600	4,670,000		
2023	3.000%	720,000	70,050	59,250	129,300	849,300	3,950,000		
2024	3.000%	745,000	59,250	48,075	107,325	852,325	3,205,000		
2025	3.000%	765,000	48,075	36,600	84,675	849,675	2,440,000		
2026	3.000%	790,000	36,600	24,750	61,350	851,350	1,650,000		
2027	3.000%	815,000	24,750	12,525	37,275	852,275	835,000		
2028	3.000%	835,000	12,525	-	12,525	847,525	-		
		\$ 7,365,000	\$ 617,104	\$ 523,200	\$ 1,140,304	\$ 8,505,304	\$ -		

Call Option: Anytime

General Obligation & Refunding		Funding: GOIS-MDD						\$	5,965,000
Series 2019		Date of Issue - May 2, 2019						Term - 10 Years	
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2019		\$ -	\$ -	\$ 47,640	\$ 47,640	\$ 47,640	5,965,000		
2020	3.0%	470,000	96,350	89,300	185,650	655,650	5,495,000		
2021	2.0%	475,000	89,300	84,550	173,850	648,850	5,020,000		
2022	2.0%	200,000	33,575	31,575	65,150	265,150	4,820,000		
2023	3.0%	195,000	31,575	28,650	60,225	255,225	4,625,000		
2024	3.0%	210,000	28,650	25,500	54,150	264,150	4,415,000		
2025	3.0%	205,000	25,500	22,425	47,925	252,925	4,210,000		
2026	4.0%	225,000	22,425	17,925	40,350	265,350	3,985,000		
2027	4.0%	225,000	17,925	13,425	31,350	256,350	3,760,000		
2028	4.0%	240,000	13,425	8,625	22,050	262,050	3,520,000		
2029	4.0%	240,000	8,625	3,825	12,450	252,450	3,280,000		
2030	3.0%	255,000	3,825	-	3,825	258,825	3,025,000		
		\$ 2,940,000	\$ 371,175	\$ 373,440	\$ 744,615	\$ 3,684,615	\$ -		

CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
STATEMENT OF BONDED INDEBTEDNESS
Fiscal Year 2022-23

General Obligation & Refunding		Funding: GOIS-WWIS(Tax Supported Portion)						\$ 7,995,000
Series 2019A		Date of Issue - November 14, 2019						Term - 10 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2020	3.0%	\$ -	\$ 74,230	\$ 173,525	\$ 247,755	\$ 247,755	7,995,000	
2021	2.0%	1,160,000	173,525	150,325	323,850	1,483,850	6,835,000	
2022	4.0%	1,210,000	150,325	126,125	276,450	1,486,450	5,625,000	
2023	5.0%	510,000	126,125	113,375	239,500	749,500	5,115,000	
2024	5.0%	535,000	113,375	100,000	213,375	748,375	4,580,000	
2025	5.0%	565,000	100,000	85,875	185,875	750,875	4,015,000	
2026	5.0%	595,000	85,875	71,000	156,875	751,875	3,420,000	
2027	5.0%	625,000	71,000	55,375	126,375	751,375	2,795,000	
2028	5.0%	655,000	55,375	39,000	94,375	749,375	2,140,000	
2029	5.0%	690,000	39,000	21,750	60,750	750,750	1,450,000	
2030	3.0%	715,000	21,750	11,025	32,775	747,775	735,000	
2031	3.0%	735,000	11,025	-	11,025	746,025	-	
		\$ 7,995,000	\$ 1,021,605	\$ 947,375	\$ 1,968,980	\$ 9,963,980	\$ -	

Certificates of Obligation		Funding: GOIS						\$ 6,925,000
Series 2019A		Date of Issue - November 14, 2019						Term - 10 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2020	3.0%	\$ 625,000	\$ 54,723	\$ 118,550	\$ 173,273	\$ 798,273	6,300,000	
2021	2.0%	1,490,000	118,550	96,200	214,750	1,704,750	4,810,000	
2022	4.0%	1,540,000	96,200	65,400	161,600	1,701,600	3,270,000	
2023	4.0%	1,605,000	65,400	33,300	98,700	1,703,700	1,665,000	
2024	4.0%	1,665,000	33,300	-	33,300	1,698,300	-	
		\$ 6,925,000	\$ 368,173	\$ 313,450	\$ 681,623	\$ 7,606,623	\$ -	

CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
STATEMENT OF BONDED INDEBTEDNESS
Fiscal Year 2022-23

General Obligation & Refunding		Funding: GOIS-WWIS						\$ 8,065,000
Series 2020		Date of Issue - November 18, 2020						Term - 10 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2021		\$ -	\$ 75,383	\$ 185,875	\$ 261,258	\$ 261,258	8,065,000	
2022	5.0%	1,555,000	185,875	147,000	332,875	1,887,875	6,510,000	
2023	5.0%	1,630,000	147,000	106,250	253,250	1,883,250	4,880,000	
2024	5.0%	1,070,000	106,250	79,500	185,750	1,255,750	3,810,000	
2025	5.0%	400,000	79,500	69,500	149,000	549,000	3,410,000	
2026	5.0%	425,000	69,500	58,875	128,375	553,375	2,985,000	
2027	5.0%	445,000	58,875	47,750	106,625	551,625	2,540,000	
2028	5.0%	470,000	47,750	36,000	83,750	553,750	2,070,000	
2029	5.0%	495,000	36,000	23,625	59,625	554,625	1,575,000	
2030	3.0%	510,000	23,625	15,975	39,600	549,600	1,065,000	
2031	3.0%	525,000	15,975	8,100	24,075	549,075	540,000	
2032	3.0%	540,000	8,100	-	8,100	548,100	-	
		\$ 8,065,000	\$ 853,833	\$ 778,450	\$ 1,632,283	\$ 9,697,283	\$ -	

Certificates of Obligation		Funding: GOIS-WWIS						\$ 30,260,000
Series 2020		Date of Issue - November 18, 2020						Term - 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2021	5.0%	\$ 1,285,000	\$ 262,668	\$ 615,550	\$ 878,218	\$ 2,163,218	28,975,000	
2022	5.0%	960,000	615,550	591,550	1,207,100	2,167,100	28,015,000	
2023	5.0%	1,010,000	591,550	566,300	1,157,850	2,167,850	27,005,000	
2024	5.0%	1,060,000	566,300	539,800	1,106,100	2,166,100	25,945,000	
2025	5.0%	1,115,000	539,800	511,925	1,051,725	2,166,725	24,830,000	
2026	5.0%	1,170,000	511,925	482,675	994,600	2,164,600	23,660,000	
2027	5.0%	1,230,000	482,675	451,925	934,600	2,164,600	22,430,000	
2028	5.0%	1,295,000	451,925	419,550	871,475	2,166,475	21,135,000	
2029	5.0%	1,360,000	419,550	385,550	805,100	2,165,100	19,775,000	
2030	5.0%	1,430,000	385,550	349,800	735,350	2,165,350	18,345,000	
2031	5.0%	1,505,000	349,800	312,175	661,975	2,166,975	16,840,000	
2032	5.0%	1,580,000	312,175	272,675	584,850	2,164,850	15,260,000	
2033	5.0%	1,660,000	272,675	231,175	503,850	2,163,850	13,600,000	
2034	4.0%	1,740,000	231,175	196,375	427,550	2,167,550	11,860,000	
2035	4.0%	1,810,000	196,375	160,175	356,550	2,166,550	10,050,000	
2036	4.0%	1,885,000	160,175	122,475	282,650	2,167,650	8,165,000	
2037	3.0%	1,950,000	122,475	93,225	215,700	2,165,700	6,215,000	
2038	3.0%	2,010,000	93,225	63,075	156,300	2,166,300	4,205,000	
2039	3.0%	2,070,000	63,075	32,025	95,100	2,165,100	2,135,000	
2040	3.0%	2,135,000	32,025	-	32,025	2,167,025	-	
		\$ 30,260,000	\$ 6,660,668	\$ 6,398,000	\$ 13,058,668	\$ 43,318,668	\$ -	

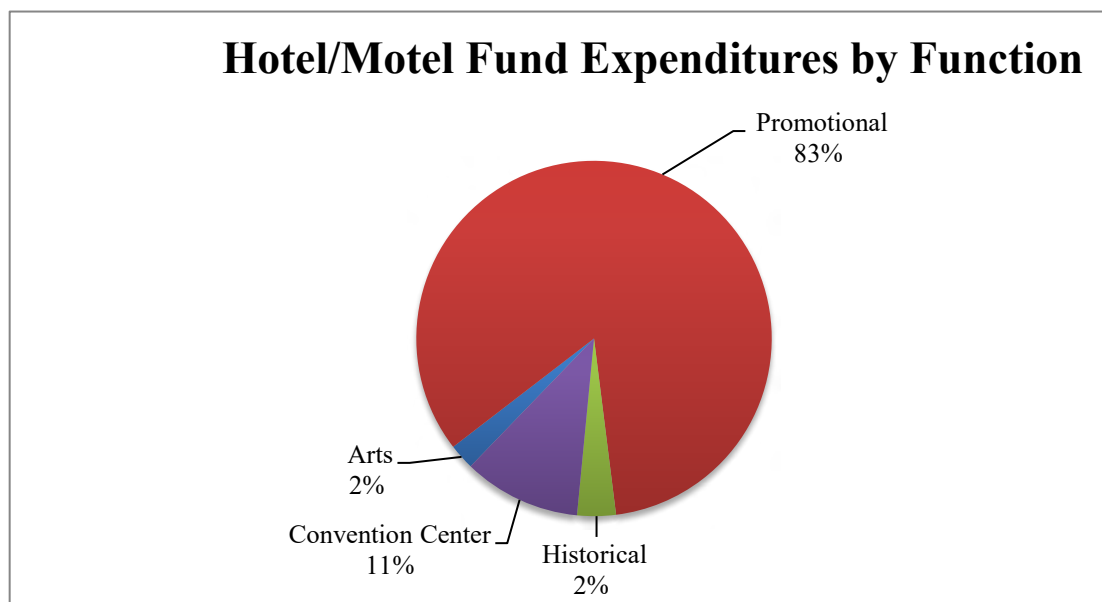
CITY OF BAYTOWN
GENERAL DEBT SERVICE FUND
STATEMENT OF BONDED INDEBTEDNESS
Fiscal Year 2022-23

General Obligation & Refunding		Funding: GOIS-WWIS						\$ 8,875,000
Series 2021A		Date of Issue - November 18, 2020						Term - 10 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2022		\$ -	\$ 52,989	\$ 207,350	\$ 260,339	\$ 260,339	8,875,000	
2023	5.0%	620,000	207,350	191,850	399,200	1,019,200	8,255,000	
2024	5.0%	655,000	191,850	175,475	367,325	1,022,325	7,600,000	
2025	5.0%	685,000	175,475	158,350	333,825	1,018,825	6,915,000	
2026	5.0%	720,000	158,350	140,350	298,700	1,018,700	6,195,000	
2027	5.0%	760,000	140,350	121,350	261,700	1,021,700	5,435,000	
2028	5.0%	800,000	121,350	101,350	222,700	1,022,700	4,635,000	
2029	5.0%	845,000	101,350	80,225	181,575	1,026,575	3,790,000	
2030	5.0%	885,000	80,225	58,100	138,325	1,023,325	2,905,000	
2031	4.0%	930,000	58,100	39,500	97,600	1,027,600	1,975,000	
2032	4.0%	965,000	39,500	20,200	59,700	1,024,700	1,010,000	
2033	4.0%	1,010,000	20,200	-	20,200	1,030,200	-	
		\$ 8,875,000	\$ 1,347,089	\$ 1,294,100	\$ 2,641,189	\$ 11,516,189	\$ -	



**CITY OF BAYTOWN
HOTEL/MOTEL FUND 232
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Hotel/Motel Occupancy Tax	\$ 1,475,084	\$ 1,318,699	\$ 1,571,500	\$ 1,650,075
Interest Income	13,492	20,083	10,435	20,083
Miscellaneous	1,309,709	2,250	-	2,250
Total Revenues	2,798,285	1,341,032	1,581,935	1,672,408
Expenditures				
Personnel Services	266,057	295,150	248,595	352,968
Supplies	19,898	51,500	26,251	40,850
Maintenance	965	50,000	-	50,000
Services	95,285	505,136	364,805	503,683
Grant Partnerships	57,607	126,000	91,000	126,000
Total Operating	439,812	1,027,786	730,650	1,073,501
Non-Recurring Expenditures				
Capital Outlay	-	1,600,000	144,000	1,600,000
Transfers Out	204,167	350,000	-	-
Contingency	-	1,631,930	-	250,000
Total Expenditures	643,979	4,609,715	874,650	2,923,501
Excess (Deficit) Revenues				
Over Expenditures	2,154,306	(3,268,683)	707,285	(1,251,093)
Fund Balance - Beginning	(610,040)	5,225,493	1,544,266	2,251,550
Fund Balance - Ending	\$ 1,544,266	\$ 1,956,810	\$ 2,251,550	\$ 1,000,457
Days of Operating Expenditures				
	1,282	695	1,125	340



5030 HOTEL/MOTEL –PROGRAM SUMMARY

Program Description

The Hotel/Motel Occupancy Tax provides a significant source of revenue for programs, special projects and events that are designed to directly enhance and promote tourism and the hotel industry, increasing overnight stays in Baytown. The Tourism Division actively promotes the community and its resources throughout the region, state of Texas, and beyond using strategic advertising; marketing and promotional programs intended to encourage leisure and business travel to Baytown. In addition, the Tourism Division promotes Baytown as a destination with the intent of generating a greater appreciation of the local historical, cultural, and natural resources; ultimately, improving the quality of life for Baytown citizens and visitors. The Parks and Recreation Department hosts and promotes events that encourage travel to Baytown.

Major Goals

- Support improvements in Baytown’s tourism product to create a multi-layered visitor experience.
- Strengthen community sense of pride.
- Effectively utilize Hotel Occupancy Tax funds.
- Improve Baytown’s attractiveness to potential overnight visitors.
- Improve quality of life for Baytown residents.
- Improve awareness of Baytown’s resources to potential visitors and residents.

Major Objectives

- Provide activities and promotions to enhance leisure and business tourism within the City of Baytown.
- Produce marketing strategies intended to increase overnight hotel activity with the City of Baytown.
- Facilitate the Hotel Occupancy Tax Tourism Partnership Program.
- Provide marketing, advertising and promotions of special events identified to interest visitors.
- Develop marketing and promotional campaigns that effectively cultivate an appreciation for the natural environment, arts, and historical preservation.
- Maintain the tourism kiosk and supply travelers with community information.
- Operate and maintain the Visitor Information Center, located at 311 W. Texas Ave.
- Actively promote the community through statewide and nationwide networking initiatives.

5030 HOTEL/MOTEL - SERVICE LEVEL BUDGET

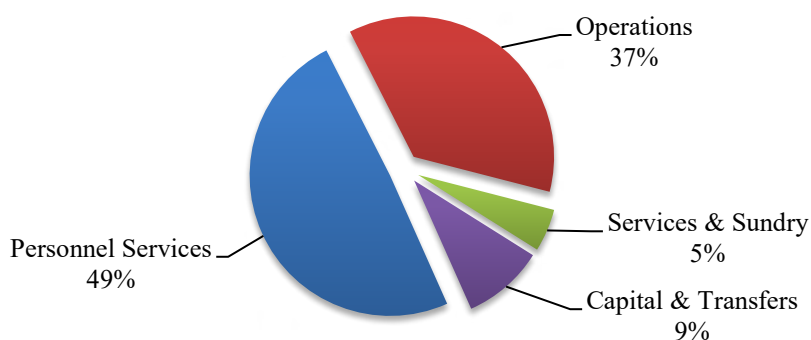
Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 190,078	\$ 202,161	\$ 181,000	\$ 213,323
71003	Part Time Wages	-	-	-	44,000.00
71021	Health Insurance	26,423.68	39,517.56	20,159.72	39,518
71022	TMRS	33,739.11	36,752.84	31,827.06	37,972
71023	FICA	13,504.73	15,465.30	13,201.64	17,849
71028	Workers Compensation	2,311.92	1,253.14	2,406.27	307
	Total Personnel Services	266,058	295,150	248,595	352,968
7200	Supplies				
72001	Office Supplies	1,090	2,250	1,827	2,000
72002	Postage Supplies	564	1,300	565	1,000
72004	Printing Supplies	2,908	8,000	7,730	7,750
72007	Wearing Apparel	629	1,000	800	1,000
72013	Program Supplies	-	-	-	24,100
72019	Supplies Purch For Resale	-	2,000	-	2,000
72026	Cleaning & Janitorial Sup	1,178	17,600	4,571	1,000
72041	Educational Supplies	13,529	19,350	10,757	2,000
	Total Supplies	19,898	51,500	26,251	40,850
7300	Maintenance				
73011	Buildings Maintenance	965	-	-	-
73044	Street Signs Maint	-	50,000	-	50,000
	Total Maintenance	965	50,000	-	50,000
7400	Services				
74002	Electric Service	36,366	-	-	-
74005	Natural Gas	2,513	-	-	-
74011	Equipment Rental	28,826	32,366	15,553	32,366
74021	Special Services	(135,855)	190,650	86,214	166,800
74036	Advertising	136,973	235,000	220,437	235,000
74042	Education & Training	12,053	19,000	15,000	19,000
74071	Association Dues	14,410	28,120	27,600	50,517
	Total Services	95,285	505,136	364,805	503,683
7700	Sundry & Other				
77106	Little League Light Contr	-	6,000	6,000	6,000
77111	Grant Partnerships	57,607	120,000	85,000	120,000
	Total Sundry & Other	57,607	126,000	91,000	126,000
	Total Operating	439,812	1,027,786	730,650	1,073,501
8000	Capital Outlay				
85001	Construction	-	1,450,000	-	1,450,000
85012	Engineer Survey & Inspect	-	150,000	144,000	150,000
	Total Capital Outlay	-	1,600,000	144,000	1,600,000
9000	Other Financing Uses				
91401	To G O I S	204,167	350,000	-	-
	Total Other Financing Uses	204,167	350,000	-	-
9900	Contingencies				
99002	Unforeseen/New Initiative	-	1,631,930	-	250,000
	Total Contingencies	-	1,631,930	-	250,000
	TOTAL DEPARTMENT	\$ 643,979	\$ 4,609,715	\$ 874,650	\$ 2,923,501



**CITY OF BAYTOWN
AQUATICS FUND 502
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Facility Rental	\$ 102,700	\$ 120,000	\$ 304,910	\$ 200,000
Aquatics	2,524,572	3,786,600	3,350,621	3,000,000
Concessions	237,498	367,000	369,579	373,700
Rentals-Miscellaneous	3,186	50,000	71,485	50,000
Miscellaneous	25,950	5,000	30,255	25,000
Total Revenues	2,904,318	4,328,600	4,126,850	3,648,700
Expenditures				
Personnel Services	1,536,590	2,238,670	1,969,261	1,991,259
Supplies	474,576	590,440	584,866	596,248
Maintenance	493,952	823,913	644,790	881,846
Services	238,764	151,168	149,025	199,101
Total Operating	2,743,882	3,804,191	3,347,942	3,668,454
Non-Recurring Expenditures				
Transfers Out	381,088	381,054	381,054	380,951
Total Expenditures	3,124,970	4,185,245	3,728,996	4,049,405
Excess (Deficit) Revenues				
Over Expenditures	(220,651)	143,355	397,854	(400,705)
Budget to GAAP Adjustment	(10,673)			
Working Capital - Beginning	878,661	647,337	647,337	1,045,191
Working Capital - Ending	\$ 647,337	\$ 790,692	\$ 1,045,191	\$ 644,485
Days of Operating Expenditures				
	86	76	114	64

Aquatics Fund Expenditures by Type



5000 AQUATICS – PROGRAM SUMMARY

Program Description

The Aquatics Enterprise Fund consists of two waterparks, Pirates Bay Waterpark and Calypso Cove in the City of Baytown. The Pirates Bay Water Park is an award winning Caribbean themed 5 - acre waterpark which won the 2020 World Waterpark Leading Edge award, was named the 2020 Waterpark of the Year by Texas Public Pool Council, and were award the 2021 Special Event of the Year for Special Pirate Celebration. It is operated by the Baytown Parks and Recreation Department, the family-friendly resort styled park opened June 21, 2010. Pirates Bay features attractions for everyone with two zero beach entries, a large active and colorful Pirate themed water play center complete with a large dumping bucket and an awesome array of spray nozzles, and water guns, a 671-foot-long lazy river and four large slide towers. Tower activities include fun for both the little ones and daredevils with everything from run-outs to racing tubes. One of the feature attractions is a FlowRider surfing machine. The FlowRider provides an endless moving mountain of water with all the excitement of ocean surfing that will challenge all who enter. The park also features a small rectangular pool for programs such as swim lessons and lifeguard training. Above this pool and new in 2020 you will find the only outdoor NinjaCross course in North America. Two concession stands provide BBQ, tasty burgers, hot dogs, chicken tenders, wraps, pizza and other snacks; and covered picnic areas invite visitors to rest between activities. The park offers five party tents, six family shade umbrellas, and two large pavilions available for rentals for birthday parties or family get-togethers. Pirates Bay has responded to demands by our guests with three expansions over the years which added four new slides, a wave pool, an outside restroom, a NinjaCross, and more seating areas.

Calypso Cove is a smaller Water Park, located at N.C. Foote Park on West Main. The Park replaced a 1970 era pool and consists of two separate bodies of water. A shallow, zero beach entry pool that features several water guns, a small tot slide, a water mushroom and a large play feature with dumping bucket and is designed for the smaller children and families. A second pool located adjacent to the zero-entry pool features a crossing activity, a slide tower with a body slide. This pool is also used for swim lessons and other group activities. Calypso Cove also features large sunbrellas, picnic tables, lounge chairs and a bathhouse.

The Aquatics Division has five full time employees and over 400 part time employees included in the budget.

Major Goals

- Support the accomplishment of the City Council's vision and priorities which include, but are not limited to: Development and Redevelopment, Infrastructure Maintenance and Improvement, and Creating a Community we can all be proud of.
- Expand recreation opportunities, especially for youth.
- Support the Council Goals Implementation Plan including Community Reputation and Image.

Major Objectives

- Continue to expand the proposed spray parks as outlined in the Aquatic Facilities Master Plan.
- Continue to add special events that will increase attendance and revenue such as the Itty Bitty Beach Party, Special Pirate Celebration, and Dive in movies.

Services Provided

- Group and Private Swim Lessons – 6 months to adults
- Flow Rider Lessons – group and private
- Dive In Movies
- Itty Bitty Beach Parties
- Pirate Party Special Event Nights
- Special Pirate Celebration
- Full Park Private Rentals
- Birthday Party Packages
- Daily party tent, pavilion, and cabana rentals

5000 AQUATICS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 257,391	\$ 333,581	\$ 284,243	\$ 316,247
71003	Part Time Wages	1,004,781	1,609,055	1,504,782	1,510,798
71009	Overtime	20,419	15,000	14,854	15,000
71021	Health Insurance	52,573	65,863	37,491	60,594
71022	TMRS	46,161	61,081	49,945	56,685
71023	FICA	97,175	148,795	52,098	26,480
71028	Workers Compensation	55,683	2,896	22,190	3,055
71041	Allowances	2,407	2,400	3,657	2,400
	Total Personnel Services	1,536,590	2,238,670	1,969,261	1,991,259
7200	Supplies				
72001	Office Supplies	(1,089)	5,000	4,760	2,725
72004	Printing Supplies	-	-	-	2,196
72007	Wearing Apparel	32,140	32,490	32,231	32,382
72013	Program Supplies	-	-	-	1,254
72019	Supplies Purch For Resale	162,057	216,000	213,817	215,554
72021	Minor Tools	4,619	2,500	8,679	8,267
72026	Cleaning & Janitorial Sup	44,388	27,000	26,957	38,918
72028	Swimming Pool Supplies	91,926	77,412	91,110	75,512
72031	Chemical Supplies	102,152	130,000	127,135	130,000
72032	Medical Supplies	8,807	8,965	8,818	8,100
72041	Educational Supplies	14,916	17,074	17,056	8,341
72045	Computer Software Supply	14,660	56,999	54,304	62,999
72046	Botanical Supplies	-	17,000	-	10,000
	Total Supplies	474,576	590,440	584,866	596,248
7300	Maintenance				
73001	Land Maintenance	21,219	34,710	28,160	9,600
73011	Buildings Maintenance	407,647	656,963	571,124	-
73013	Recreation Equip Maint	-	-	-	759,664
73027	Heat & Cool Sys Maint	12,977	-	-	-
73028	Electrical Maintenance	31,953	65,840	-	52,500
73042	Machinery & Equip Maint	20,157	66,400	45,506	56,644
73045	Radio & Testing Equipment	-	-	-	3,438
	Total Maintenance	493,952	823,913	644,790	881,846
7400	Services				
74001	Communication	-	2,000	1,184	-
74002	Electric Service	82,821	-	-	-
74005	Natural Gas	1,504	-	-	-
74011	Equipment Rental	-	-	-	1,400
74020	Outside Contracts	-	-	-	26,695
74021	Special Services	36,272	45,196	45,426	63,896
74029	Service Awards	3,516	3,790	3,674	3,790
74036	Advertising	110,900	92,280	90,949	92,480
74042	Education & Training	2,923	7,062	6,952	10,000
74071	Association Dues	827	840	840	840
	Total Services	238,764	151,168	149,025	199,101
	Total Operating	2,743,882	3,804,191	3,347,942	3,668,454

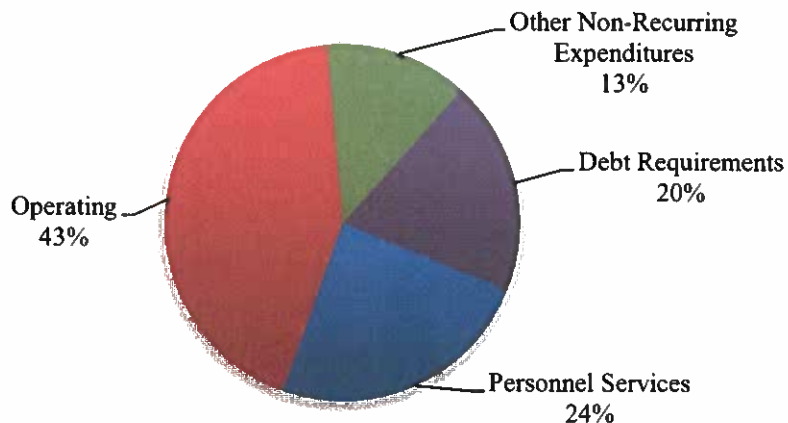
5000 AQUATICS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
9000	Other Financing Uses				
91101	To General Fund	250,000	250,000	250,000	250,000
91522	To W W I S	71,088	71,054	71,054	70,951
91520	To Water And Sewer Fund	60,000	60,000	60,000	60,000
	Total Other Financing Uses	381,088	381,054	381,054	380,951
	TOTAL DEPARTMENT	\$ 3,124,970	\$ 4,185,245	\$ 3,728,996	\$ 4,049,405

**CITY OF BAYTOWN
WATER & SEWER FUND 520
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Intergovernmental	\$ 1,603,278	\$ 1,985,739	\$ 1,648,128	\$ 2,048,060
Operating Revenues	40,984,986	42,956,379	42,447,186	43,720,591
Non-operating Revenues	1,207,023	973,185	1,464,015	1,507,935
Miscellaneous	40,946	48,997	38,664	39,824
Transfers In	60,000	60,000	52,500	60,000
Total Revenues	43,896,232	46,024,301	45,650,493	47,376,410
Expenditures by Type:				
Personnel Services	10,630,891	10,784,800	9,930,931	12,032,053
Supplies	13,406,741	14,833,975	13,722,893	14,649,210
Maintenance	2,111,956	2,456,247	2,539,833	2,699,439
Services	3,082,541	3,858,428	3,436,081	3,960,395
Total Operating	29,232,131	31,933,451	29,629,738	33,341,096
Non-Recurring Expenditures				
Capital Outlay	23,785	384,200	296,699	301,000
Debt Requirements	8,783,378	8,036,191	8,036,191	9,626,357
Transfers Out	7,795,040	9,566,911	9,510,811	5,149,163
Contingency	-	50,000	-	1,000,000
Total Expenditures	45,834,334	49,970,753	47,473,439	49,417,616
Excess (Deficit) Revenues				
Over Expenditures	(1,938,102)	(3,946,452)	(1,822,946)	(2,041,206)
Budget to GAAP Adjustment	(1,374,657)			
Working Capital - Beginning	11,578,322	8,265,563	8,265,563	6,442,617
Working Capital - Ending	\$ 8,265,563	\$ 4,319,111	\$ 6,442,617	\$ 4,401,411
Days of Operating Expenditures	103	49	79	48

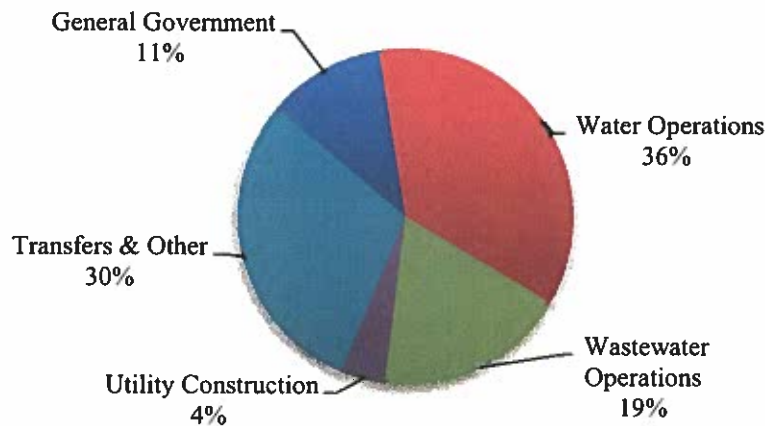
Water & Sewer Fund Expenditures by Type



**CITY OF BAYTOWN
WATER & SEWER FUND 520
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Intergovernmental	\$ 1,603,278	\$ 1,985,739	\$ 1,648,128	\$ 2,048,060
Operating Revenues	40,984,986	42,956,379	42,447,186	43,720,591
Non-operating Revenues	1,207,023	973,185	1,464,015	1,507,935
Miscellaneous	40,946	48,997	38,664	39,824
Transfers In	60,000	60,000	52,500	60,000
Total Revenues	43,896,232	46,024,301	45,650,493	47,376,410
Expenditures by Function				
General Government	3,525,752	4,264,293	3,655,359	5,587,562
Water Operations	16,664,588	17,927,100	16,504,332	17,838,738
Wastewater Treatment	7,098,846	8,106,311	7,948,185	9,123,444
Utility Construction	1,966,727	2,069,946	1,818,561	2,092,353
Total Operating	29,255,914	32,367,650	29,926,437	34,642,097
Transfer to Debt Service	8,783,378	8,036,191	8,036,191	9,626,357
Transfer to Other Funds	7,795,040	9,566,911	9,510,811	5,149,163
	16,578,418	17,603,102	17,547,002	14,775,520
Total Expenditures	45,834,332	49,970,752	47,473,439	49,417,616
Excess (Deficit) Revenues Over Expenditures				
Budget to GAAP Adjustment	(1,938,100)	(3,946,451)	(1,822,946)	(2,041,206)
Working Capital - Beginning	11,578,322	8,265,563	8,265,562	6,442,616
Working Capital - Ending	\$ 8,265,562	4,319,111	\$ 6,442,616	\$ 4,401,409

Water & Sewer Fund Expenditures by Function



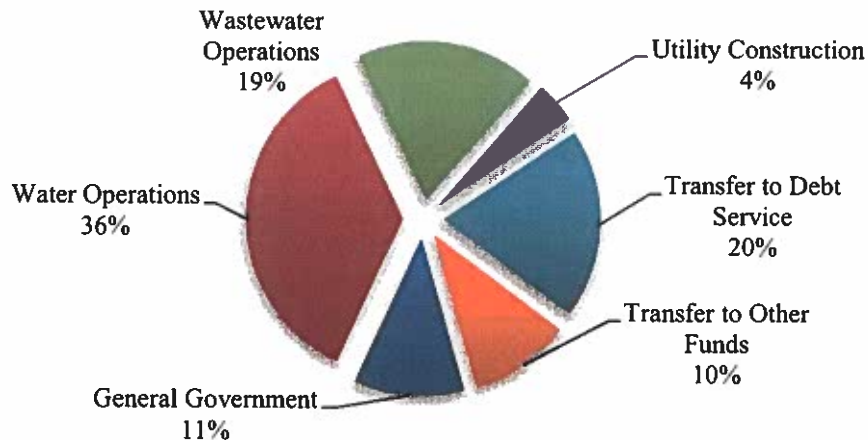
CITY OF BAYTOWN
WATER & SEWER FUND REVENUE DETAIL

Revenue	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
BAWA - Contract Services	\$ 1,603,278	\$ 1,985,739	\$ 1,648,128	\$ 2,048,060
Total Intergovernmental	1,603,278	1,985,739	1,648,128	2,048,060
Sale Of Water	21,379,271.61	21,770,156	21,789,987	22,443,686
Sewer Service	18,129,002.78	19,854,539	19,061,428	19,633,271
Penalties	799,063.74	614,168	901,875	928,931
Pollution Control Fees	518,263.96	557,236	518,517	534,062
PSLIP Program	159,383.75	160,280	175,379	180,640
Operating Revenues	40,984,986	42,956,379	42,447,186	43,720,591
Turn-On Fees	944,922.62	689,827	1,230,420	1,267,332
Water Tap Fees	218,100.00	252,047	197,295	203,214
Sewer Tap Fees	44,000.00	31,311	36,300	37,389
Non-operating Revenues	1,207,023	973,185	1,464,015	1,507,935
Investment Interest	31,827.68	42,137	30,231	31,138
Interest On Receivables	232.46	-	-	-
Miscellaneous	8,790.00	6,860	8,433	8,686
Overages And Shortages	95.40	-	-	-
Total Miscellaneous	40,946	48,997	38,664	39,824
From Aquatics Fund	60,000.00	60,000	52,500	60,000
Total Transfers In	60,000	60,000	52,500	60,000
Total Revenues	\$ 43,896,232	\$ 46,024,301	\$ 45,650,493	\$ 47,376,410

**CITY OF BAYTOWN
WATER & SEWER FUND 520
BUDGET SUMMARY BY DEPARTMENT**

Department Name	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
General Government				
Fiscal Operations	\$ 2,067,279	\$ 2,563,081	\$ 2,401,474	\$ 2,897,235
General Overhead	1,458,473	1,701,212	1,253,885	2,690,327
Total General Government	3,525,752	4,264,293	3,655,359	5,587,562
Water Operations				
Utility Transmission	2,475,839	2,113,657	2,114,509	2,289,657
Treated Water	12,472,111	13,814,730	12,727,954	13,501,021
Water Treatment	1,716,638	1,998,713	1,661,869	2,048,060
	16,664,588	17,927,100	16,504,332	17,838,738
Wastewater Operations				
Wastewater Treatment	6,561,612	7,528,834	7,479,549	8,517,216
Pollution Control	537,234	577,477	468,636	606,228
Total Wastewater Operations	7,098,846	8,106,311	7,948,185	9,123,444
Utility Construction				
Construction	1,966,727	2,069,946	1,818,561	2,092,353
Total Utility Construction	1,966,727	2,069,946	1,818,561	2,092,353
Total Operations	25,730,162	28,103,357	26,271,078	29,054,534
Transfers Out				
Transfer to Debt Service	8,783,378	8,036,191	8,036,191	9,626,357
Transfer to Other Funds	7,795,040	9,566,911	9,510,811	5,149,163
Total Transfers	16,578,418	17,603,102	17,547,002	14,775,520
Water & Sewer Fund Total	\$ 45,834,332	\$ 49,970,752	\$ 47,473,439	\$ 49,417,616

Water & Sewer Fund Expenditures by Function



CITY OF BAYTOWN
WATER & SEWER FUND 520
BUDGET SUMMARY BY ACCOUNT

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 6,051,874	\$ 5,963,064	\$ 6,010,909	\$ 6,821,909
71003	Part Time Wages	320	-	3,734	-
71009	Overtime	385,349	322,661	251,079	317,161
71011	Extra Help/Temporary	-	-	-	10,500
71021	Health Insurance	1,338,438	1,693,303	1,054,848	1,796,073
71022	TMRS	1,144,631	1,043,559	1,082,492	1,216,782
71023	FICA	460,868	456,707	448,959	522,932
71028	Workers Compensation	106,989	109,812	100,870	121,625
71041	Allowances	10,435	7,096	11,957	13,800
71081	Retired Employee Benefits	1,131,987	1,188,597	966,083	1,211,271
	Total Personnel Services	10,630,891	10,784,800	9,930,931	12,032,053
7200	Supplies				
72001	Office Supplies	25,037	31,000	27,525	31,000
72002	Postage Supplies	150,256	194,399	150,302	224,060
72004	Printing Supplies	529	700	951	2,000
72007	Wearing Apparel	77,159	43,100	53,792	46,899
72016	Motor Vehicle Supplies	179,174	180,500	172,810	188,000
72021	Minor Tools	68,182	49,684	52,536	56,168
72022	Fuel For Generators	39,916	20,000	47,596	37,000
72026	Cleaning & Janitorial Sup	9,313	10,000	10,385	11,000
72031	Chemical Supplies	333,232	429,462	420,215	491,662
72032	Medical Supplies	236	400	213	400
72052	Treated Water Supplies	12,472,111	13,814,730	12,727,954	13,501,021
72055	Laboratory Supplies	51,595	60,000	58,613	60,000
	Total Supplies	13,406,741	14,833,975	13,722,893	14,649,210
7300	Maintenance				
73001	Land Maintenance	42,730	63,386	57,729	62,440
73011	Buildings Maintenance	32,683	-	7,810	-
73022	Sanitary Sewers Maint	73,841	80,000	81,353	117,500
73023	Water Distrib Sys Maint	366,317	425,630	389,219	431,145
73024	Reservoirs & Wells Maint	43,801	20,000	17,877	20,500
73025	Streets Sidewalks & Curbs	53,405	36,775	28,586	37,694
73027	Heat & Cool Sys Maint	25,766	-	-	-
73042	Machinery & Equip Maint	798,758	851,350	1,161,304	1,138,750
73043	Motor Vehicles Maint	273,202	337,000	188,441	250,000
73047	Meters & Settings Maint	401,319	593,980	580,859	596,259
73055	Maintenance On Computers	134	48,126	26,654	45,151
	Total Maintenance	2,111,956	2,456,247	2,539,833	2,699,439
7400	Services				
74002	Electric Service	1,492,971	1,688,000	1,176,125	1,717,000
74005	Natural Gas	3,027	-	-	-
74011	Equipment Rental	13,109	55,000	56,553	77,000

CITY OF BAYTOWN
WATER & SEWER FUND 520
BUDGET SUMMARY BY ACCOUNT

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
74021	Special Services	1,213,187	1,530,621	1,672,570	1,561,163
74026	Janitorial Services	6,077	7,200	8,012	-
74042	Education & Training	63,223	74,205	81,779	101,080
74050	Disposal Services	290,458	502,000	439,918	502,000
74071	Association Dues	490	1,402	1,124	2,152
	Total Services	3,082,541	3,858,428	3,436,081	3,960,395
	Total Operating	29,232,130	31,933,451	29,629,738	33,341,096
8000	Capital Outlay				
80001	Furniture & Equip <\$10000	23,785	87,200	-	-
84042	Machinery & Equipment	-	297,000	296,699	301,000
	Total Capital Outlay	23,785	384,200	296,699	301,000
9000	Other Financing Uses				
91101	To General Fund	1,153,962	147,896	147,896	1,561,163
91350	To General Cap Project Fund	143,000	645,000	645,000	88,000
91450	To Accrued Leave-General	448,800	448,800	392,700	-
91522	To W W I S	8,783,378	8,036,191	8,036,191	9,626,357
91527	To CIPF - Water&Sewer	5,674,278	7,850,215	7,850,215	3,000,000
91550	To Internal Service Fnd	175,000	175,000	175,000	350,000
91552	To Warehouse Operations	200,000	300,000	300,000	150,000
	Total Other Financing Uses	16,578,418	17,603,102	17,547,002	14,775,520
9900	Contingencies				
99001	Contingencies	-	50,000	-	1,000,000
	Total Contingencies	-	50,000	-	1,000,000
	TOTAL EXPENDITURES	\$ 45,834,333	\$ 49,970,753	\$ 47,473,439	\$ 49,417,616

1030 UTILITY BILLING & COLLECTIONS – PROGRAM SUMMARY

Program Description

Within the Water & Sewer Fund, the Utility Billing Division is responsible for the weekly, bi-monthly, and monthly procedures related to the billing of water, sewer, and garbage services provided to the citizens. They ensure the customer meters are properly read and billed for services received; generate weekly, bi-monthly, and monthly bills; monitor and disburse security deposits; process past due accounts; test, repair, and replace meters; curtail theft of service and report line leaks for repair. The main priority of the division is to provide excellent customer service.

The Collection Division serves as the hub for collecting multiple departments daily deposits. Processes and monitors: solid waste gross receipts tax; hotel occupancy tax; franchise fees; water, sewer, garbage and storm water receipts; sales tax receipts; sell of meters; and receipts for City leased land and buildings.

Major Goals

- Provide excellent customer service 100% of the time.
- Exceed the customer's expectations.
- Maintain a high level of accuracy in billing.
- Maintain meter reading accuracy at 99.9%.
- Carry out the vision established through the codes and ordinances of the City of Baytown.

Major Objectives

- Accurately bill utility customers per City Ordinance.
- Process payments in a timely manner.
- Obtain accurate meter readings and stay on schedule for monthly readings.
- Curtail theft of service.
- Test, repair, and replace meters to assure precise readings for accurate billing.
- Provide training and cross-training for all employees.

1030 UTILITY BILLING & COLLECTIONS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 964,973	\$ 1,026,607	\$ 1,090,981	\$ 1,251,990
71003	Part Time Wages	320	-	3,734	-
71009	Overtime	7,564	15,525	15,525	15,525
71021	Health Insurance	245,893	286,307	198,767	320,751
71022	TMRS	172,959	179,451	175,830	223,191
71023	FICA	68,396	78,535	73,038	95,915
71028	Workers Compensation	6,482	6,734	6,371	9,436
71041	Allowances	1,805	-	1,671	1,800
	Total Personnel Services	1,468,392	1,593,159	1,565,917	1,929,107
7200	Supplies				
72001	Office Supplies	8,643	10,500	10,089	10,500
72002	Postage Supplies	142,457	184,399	143,370	215,360
72004	Printing Supplies	529	700	951	2,000
72007	Wearing Apparel	4,870	4,100	5,373	4,399
72016	Motor Vehicle Supplies	15,244	16,500	22,035	23,000
72021	Minor Tools	1,911	8,409	12,048	14,893
72026	Cleaning & Janitorial Sup	1,869	3,000	2,488	3,000
	Total Supplies	175,524	227,608	196,354	273,152
7300	Maintenance				
73011	Buildings Maintenance	9,197	-	-	-
73027	Heat & Cool Sys Maint	1,366	-	-	-
73043	Motor Vehicles Maint	12,043	12,000	22,715	23,000
73047	Meters & Settings Maint	267,911	468,605	468,605	470,500
73055	Maintenance On Computers	134	48,126	26,654	45,151
	Total Maintenance	290,651	528,731	517,974	538,651
7400	Services				
74002	Electric Service	5,509	7,000	1,000	7,000
74021	Special Services	114,136	101,126	106,759	139,168
74026	Janitorial Services	6,077	7,200	8,012	-
74042	Education & Training	6,780	10,455	5,024	9,555
74071	Association Dues	210	602	434	602
	Total Services	132,712	126,383	121,229	156,325
	Total Operating	2,067,279	2,475,881	2,401,474	2,897,235
8000	Capital Outlay				
80001	Furniture & Equip <\$10000	-	87,200	-	-
	Total Capital Outlay	-	87,200	-	-
	TOTAL DEPARTMENT	\$ 2,067,279	\$ 2,563,081	\$ 2,401,474	\$ 2,897,235

1190 WATER & SEWER GENERAL OVERHEAD - SERVICE LEVEL BUDGET

Water & Sewer General Overhead codifies expenditures that are not directly associated with any other department within the Water & Sewer Fund.
The major components are insurance, special programs and contingencies.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 60,989	\$ 75,314	\$ 33,914	\$ 86,390
71021	Health Insurance	-	13,634	4,053	19,759
71022	TMRS	10,818	13,165	5,918	15,378
71023	FICA	4,659	5,762	2,584	6,609
71028	Workers Compensation	80	99	225	920
71041	Allowances	-	141	-	-
71081	Retired Employee Benefits	1,131,987	1,188,597	966,083	1,211,271
	Total Personnel Services	1,208,533	1,296,712	1,012,778	1,340,327
7400	Services				
74021	Special Services	249,941	354,500	241,107	350,000
	Total Services	249,941	354,500	241,107	350,000
	Total Operating	1,458,473	1,651,212	1,253,885	1,690,327
9900	Contingencies				
99001	Contingencies	-	50,000	-	-
	Total Contingencies	-	50,000	-	-
	TOTAL DEPARTMENT	\$ 1,458,473	\$ 1,701,212	\$ 1,253,885	\$ 1,690,327

3040 WATER OPERATIONS – PROGRAM SUMMARY

Program Description

The Utility Transmission division is responsible for the operation and maintenance of the water distribution system, which includes transmission lines, elevated storage tanks, and well sites. This division also oversees the hydrant flushing program and leak detection program. This division operates a restoration crew responsible for repairing and/or replacing streets, driveways, curbs, gutters and sidewalks damaged or removed during the repair of water utilities. They also assist the Drainage Division with concrete work and Community Development Block Grant (CDBG) projects.

Major Goals

- Operate and maintain a reliable distribution system with the ability to deliver a sufficient quantity of safe and good quality water under adequate pressure to the utilities' customers at all times.
- Obtain water and sewer certificates for all employees.
- Maintain the wastewater collection system in order to provide a safe environment for the citizens of Baytown.

Major Objectives

- Continue to meet or exceed all Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for water production and water distribution, to maintain the City's "Superior Public Water System" rating by the TCEQ.
- Continue to meet or exceed all TCEQ Rules and Regulations for wastewater collection.

3040 WATER OPERATIONS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 2,134,061	\$ 2,094,584	\$ 2,072,168	\$ 2,274,411
71009	Overtime	183,036	128,081	114,461	132,581
71021	Health Insurance	473,353	602,609	372,772	607,253
71022	TMRS	411,943	366,698	385,333	405,657
71023	FICA	165,541	160,483	157,852	174,341
71028	Workers Compensation	57,208	53,371	52,353	56,165
71041	Allowances	3,542	3,229	3,339	4,560
	Total Personnel Services	3,428,682	3,409,054	3,158,278	3,654,969
7200	Supplies				
72001	Office Supplies	1,000	1,200	1,108	1,200
72007	Wearing Apparel	18,297	9,500	10,487	10,500
72016	Motor Vehicle Supplies	58,226	55,000	53,019	55,000
72021	Minor Tools	17,887	17,050	17,037	17,050
72031	Chemical Supplies	5,692	4,200	2,461	3,000
72032	Medical Supplies	198	200	115	200
72052	Treated Water Supplies	12,472,111	13,814,730	12,727,954	13,501,021
	Total Supplies	12,573,410	13,901,880	12,812,181	13,587,971
7300	Maintenance				
73001	Land Maintenance	13,213	13,386	9,409	10,000
73011	Buildings Maintenance	1,250	-	-	-
73023	Water Distrib Sys Maint	230,955	220,630	217,078	226,145
73024	Reservoirs & Wells Maint	43,801	20,000	17,877	20,500
73025	Streets Sidewalks & Curbs	53,381	36,775	28,586	37,694
73042	Machinery & Equip Maint	21,257	30,000	25,709	30,750
73043	Motor Vehicles Maint	123,259	110,000	60,100	82,000
73047	Meters & Settings Maint	11,791	15,375	9,975	15,759
	Total Maintenance	498,906	446,166	368,735	422,848
7400	Services				
74002	Electric Service	43,713	20,000	6,015	10,000
74011	Equipment Rental	4,120	15,000	16,881	15,000
74021	Special Services	104,331	120,000	120,331	120,000
74042	Education & Training	11,425	15,000	21,912	27,500
74071	Association Dues	-	-	-	450
	Total Services	163,589	170,000	165,139	172,950
	Total Operating	16,664,588	17,927,100	16,504,332	17,838,738
	TOTAL DEPARTMENT	\$ 16,664,588	\$ 17,927,100	\$ 16,504,332	\$ 17,838,738

3050 WASTEWATER OPERATIONS – PROGRAM SUMMARY

Program Description

The Wastewater Treatment division is responsible for the treatment and discharge of sanitary sewage per Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) Rules and Regulations. This division is responsible for the operation and maintenance of all wastewater treatment plants and oversees a crew responsible for the maintenance and operation of all sanitary sewer lift stations.

Major Goals

- Operate and maintain four Wastewater Treatment plants in compliance with health department, TCEQ and EPA Rules and Regulations at all times.
- Operate and maintain 84 lift stations to avoid sanitary sewer overflows or customer outages.

Major Objectives

- Continue to meet TCEQ, EPA, and the City of Baytown Rules and Regulations at all times.
- Monitor and maintain the records for the Sanitary Sewer Overflow Initiative program.
- Eliminate Sanitary Sewer Overflows

3050 WASTEWATER OPERATIONS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 2,043,587	\$ 1,954,633	\$ 1,983,789	\$ 2,367,135
71009	Overtime	122,137	96,255	65,309	96,255
71021	Health Insurance	423,132	531,714	342,780	584,860
71022	TMRS	385,415	342,321	359,475	422,684
71023	FICA	155,819	149,815	149,908	181,655
71028	Workers Compensation	28,694	29,790	27,880	35,093
71041	Allowances	5,088	3,726	6,947	7,440
	Total Personnel Services	3,163,874	3,108,254	2,936,086	3,695,122
7200	Supplies				
72001	Office Supplies	13,704	17,300	14,532	17,300
72002	Postage Supplies	7,799	10,000	6,932	8,700
72007	Wearing Apparel	26,991	20,000	18,716	20,000
72016	Motor Vehicle Supplies	38,766	54,000	41,829	55,000
72021	Minor Tools	15,220	15,600	15,312	15,600
72022	Fuel For Generators	39,916	20,000	47,596	37,000
72026	Cleaning & Janitorial Sup	7,444	7,000	7,897	8,000
72031	Chemical Supplies	307,402	400,262	395,731	463,662
72055	Laboratory Supplies	51,595	60,000	58,613	60,000
	Total Supplies	508,837	604,162	607,158	685,262
7300	Maintenance				
73001	Land Maintenance	29,518	50,000	48,320	52,440
73011	Buildings Maintenance	22,237	-	7,810	-
73027	Heat & Cool Sys Maint	24,400	-	-	-
73042	Machinery & Equip Maint	747,290	801,350	1,117,599	1,083,000
73043	Motor Vehicles Maint	56,167	65,000	53,835	65,000
73047	Meters & Settings Maint	7	-	-	-
	Total Maintenance	879,618	916,350	1,227,564	1,200,440
7400	Services				
74002	Electric Service	1,443,748	1,661,000	1,169,110	1,700,000
74005	Natural Gas	3,027	-	-	-
74011	Equipment Rental	8,989	35,000	38,572	57,000
74021	Special Services	740,315	947,995	897,670	944,995
74042	Education & Training	36,115	33,750	34,717	36,525
74050	Disposal Services	290,458	502,000	439,918	502,000
74071	Association Dues	280	800	690	1,100
	Total Services	2,522,932	3,180,545	2,580,677	3,241,620
	Total Operating	7,075,261	7,809,311	7,351,486	8,822,444
8000	Capital Outlay				
80001	Furniture & Equip <\$10000	23,585	-	-	-
84042	Machinery & Equipment	-	297,000	296,699	301,000
	Total Capital Outlay	23,585	297,000	296,699	301,000
	TOTAL DEPARTMENT	\$ 7,098,846	\$ 8,106,311	\$ 7,648,185	\$ 9,123,444

3060 UTILITY CONSTRUCTION – PROGRAM SUMMARY

Program Description

The City of Baytown's Utility Construction Division provides the crews responsible for monitoring the wastewater collection system, installing water and sewer taps and maintaining utility transmission infrastructure. This division monitors the wastewater collection system, records all sanitary sewers overflows (SSO's), and performs video inspections and smoke testing on the wastewater collection system. It also installs all new water and sewer taps and inspects/replaces existing sewer taps. This division operates a rehabilitation crew responsible for the maintenance of large utility transmission lines and large meters, and the replacement of public water lines, fire hydrants, valves, and service taps.

Major Goals

- Maintain a reliable water transmission system at all times.
- Maintain the wastewater collection system in order to provide a safe environment for the citizens of Baytown.
- Obtain water and sewer certificates/licenses for all employees.
- Maintain a maximum two-week schedule or better on installation of water and sewer taps.

Major Objectives

- Provide required safety and regulatory training.
- Continue to meet or exceed all Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for wastewater collection.
- Provide a continuous, uninterrupted supply of water to the distribution system by implementing preventative maintenance programs and making timely repairs.

3060 UTILITY CONSTRUCTION - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 848,264	\$ 811,926	\$ 830,057	\$ 841,981
71009	Overtime	72,612	82,800	55,784	72,800
71021	Health Insurance	196,061	259,040	136,477	263,450
71022	TMRs	163,496	141,925	155,937	149,873
71023	FICA	66,453	62,112	65,576	64,412
71028	Workers Compensation	14,525	19,818	14,041	20,012
	Total Personnel Services	1,361,411	1,377,621	1,257,872	1,412,528
7200	Supplies				
72001	Office Supplies	1,690	2,000	1,796	2,000
72007	Wearing Apparel	27,001	9,500	19,216	12,000
72016	Motor Vehicle Supplies	66,938	55,000	55,928	55,000
72021	Minor Tools	33,165	8,625	8,140	8,625
72031	Chemical Supplies	20,138	25,000	22,024	25,000
72032	Medical Supplies	38	200	98	200
	Total Supplies	148,969	100,325	107,201	102,825
7300	Maintenance				
73022	Sanitary Sewers Maint	73,841	80,000	81,353	117,500
73023	Water Distrib Sys Maint	135,362	205,000	172,141	205,000
73025	Streets Sidewalks & Curbs	24	-	-	-
73042	Machinery & Equip Maint	30,211	20,000	17,996	25,000
73043	Motor Vehicles Maint	81,733	150,000	51,790	80,000
73047	Meters & Settings Maint	121,610	110,000	102,278	110,000
	Total Maintenance	442,781	565,000	425,559	537,500
7400	Services				
74011	Equipment Rental	-	5,000	1,100	5,000
74021	Special Services	4,463	7,000	6,704	7,000
74042	Education & Training	8,902	15,000	20,126	27,500
	Total Services	13,366	27,000	27,929	39,500
	Total Operating	1,966,527	2,069,946	1,818,561	2,092,353
8000	Capital Outlay				
80001	Furniture & Equip <\$10000	200	-	-	-
	Total Capital Outlay	200	-	-	-
	TOTAL DEPARTMENT	\$ 1,966,727	\$ 2,069,946	\$ 1,818,561	\$ 2,092,353

9010 TRANSFERS OUT - SERVICE LEVEL BUDGET

This cost center represents funding to other funds and costs allocation for operating services.

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
9000	Other Financing Uses				
91101	To General Fund	\$ 1,153,962	\$ 147,896	\$ 147,896	\$ 1,561,163
91350	To General Cap Project Fund	143,000	645,000	645,000	88,000
91450	To Accrued Leave-General	448,800	448,800	392,700	-
91522	To W W I S	8,783,378	8,036,191	8,036,191	9,626,357
91527	To CIPF - Water&Sewer	5,674,278	7,850,215	7,850,215	3,000,000
91550	To Internal Service Fnd	175,000	175,000	175,000	350,000
91552	To Warehouse Operations	200,000	300,000	300,000	150,000
	Total Other Financing Uses	16,578,418	17,603,102	17,547,002	14,775,520
	TOTAL DEPARTMENT	\$ 16,578,418	\$ 17,603,102	\$ 17,547,002	\$ 14,775,520

CITY OF BAYTOWN
WATER & WASTEWATER INTEREST & SINKING (WWIS) FUND 522
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
BEGINNING CASH BALANCE	\$ 3,966,558	\$ 4,410,562	\$ 4,410,562	\$ 4,857,670
Add:				
Investment Interest	12,529	13,000	35,935	40,925
From Aquatics Fund	71,088	71,054	71,054	70,951
Revenue From MDD Fund	362,387	360,900	360,900	962,754
From Water And Sewer Fund	8,783,378	8,036,191	8,036,191	9,626,357
From Storm Water Fund	-	900,000	900,000	900,000
From W&S Impact Fees	-	-	-	1,100,000
Total Revenues	9,229,382	9,381,145	9,404,080	11,600,988
FUNDS AVAILABLE FOR DEBT SERVICE	13,195,940	13,791,707	13,814,642	16,458,657
Deduct:				
Bond Principal	1,915,000	1,975,000	1,975,000	4,155,000
Interest On Bonds	1,296,313	1,231,050	974,976	1,994,525
Fiscal Agent Fees	2,000	36,000	2,000	34,000
Amortize Issuance Costs	-	50,000	-	50,000
To G O I S	5,454,839	5,881,739	5,881,739	5,987,784
Expense - BAWA Fund	117,227	123,258	123,258	-
Total Deductions	8,785,379	9,297,047	8,956,973	12,221,309
ENDING CASH BALANCE	\$ 4,410,562	\$ 4,494,660	\$ 4,857,670	\$ 4,237,349

**CITY OF BAYTOWN
WATER AND SEWER SYSTEM
SUMMARY OF FY 2022-23 DEBT REQUIREMENTS**

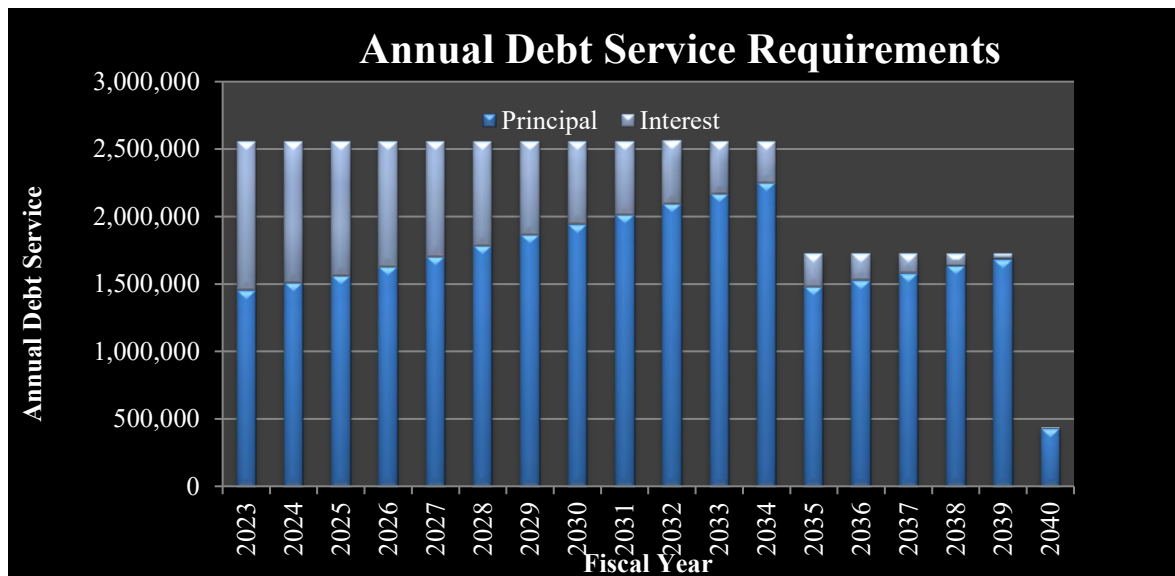
Series	Obligation		Amount of Issue	Principal Outstanding Oct. 1, 2022	Principal & Interest Requirements for 2022-23			Principal Outstanding Sept. 30, 2023
					Principal	Interest	Total	
2014	Certificates of Obligation	¹	11,715,000	8,035,000	540,000	291,206	831,206	7,495,000
2019	Certificates of Obligation	²	18,440,000	16,650,000	710,000	579,944	1,289,944	15,940,000
2020	Certificates of Obligation	²	5,840,000	5,645,000	205,000	233,375	438,375	5,440,000
	Subtotal		35,995,000	30,330,000	1,455,000	1,104,525	2,559,525	28,875,000
<u>Transfer to GOIS:</u>								
2014	General Obligation & Refunding	²	6,242,624	2,185,312	268,079	79,417	347,496	1,917,234
2015	General Obligation & Refunding	²	13,218,231	8,231,520	960,630	353,751	1,314,381	7,270,890
2016	General Obligation & Refunding	²	22,699,658	15,237,487	2,011,706	582,105	2,593,811	13,225,781
2019A	General Obligation & Refunding	²	1,535,000	1,315,000	230,000	53,150	283,150	1,085,000
2020	General Obligation & Refunding	²	3,865,000	3,120,000	780,000	121,400	901,400	2,340,000
2021A	General Obligation & Refunding	²	5,813,000	5,813,000	403,333	261,550	664,883	5,409,667
	Subtotal		53,373,513	35,902,319	4,653,748	1,451,374	6,105,121	31,248,572
Total Water & Sewer Debt			\$ 89,368,513	\$ 66,232,319	\$ 6,108,748	\$ 2,555,898	\$ 8,664,646	\$ 60,123,572

¹ Includes Aquatics portion

² Water & Sewer portion only

CITY OF BAYTOWN
WATER AND SEWER SYSTEM - DIRECT DEBT
ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT

Fiscal Year	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement
2023	1,455,000	565,550	538,975	1,104,525	2,559,525
2024	1,510,000	538,975	511,375	1,050,350	2,560,350
2025	1,565,000	511,375	482,725	994,100	2,559,100
2026	1,630,000	482,725	445,025	927,750	2,557,750
2027	1,705,000	445,025	407,913	852,938	2,557,938
2028	1,785,000	407,913	368,610	776,523	2,561,523
2029	1,865,000	368,610	327,047	695,657	2,560,657
2030	1,945,000	327,047	288,447	615,494	2,560,494
2031	2,015,000	288,447	252,503	540,950	2,555,950
2032	2,095,000	252,503	215,047	467,550	2,562,550
2033	2,170,000	215,047	175,222	390,269	2,560,269
2034	2,250,000	175,222	135,647	310,869	2,560,869
2035	1,480,000	135,647	110,925	246,572	1,726,572
2036	1,530,000	110,925	85,356	196,281	1,726,281
2037	1,580,000	85,356	60,169	145,525	1,725,525
2038	1,635,000	60,169	34,106	94,275	1,729,275
2039	1,685,000	34,106	6,450	40,556	1,725,556
2040	430,000	6,450	-	6,450	436,450
	\$ 30,330,000	\$ 5,011,091	\$ 4,445,541	\$ 9,456,632	\$ 39,786,632



CITY OF BAYTOWN
WATER AND SEWER SYSTEM
SUMMARY OF FY 2022-23 DEBT REQUIREMENTS

Certificates of Obligation		Funding: WSIS-Aquatics						\$ 11,715,000
Series 2014		Date of Issue - April 1, 2014						Term - 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2014	2.000%	\$ -	\$ -	\$ 124,640	\$ 124,640	\$ 124,640	\$ 11,715,000	
2015	3.000%	410,000	211,653	207,553	419,206	829,206	11,305,000	
2016	3.000%	425,000	207,553	201,178	408,731	833,731	10,880,000	
2017	3.000%	435,000	201,178	194,653	395,831	830,831	10,445,000	
2018	3.000%	450,000	194,653	187,903	382,556	832,556	9,995,000	
2019	3.000%	460,000	187,903	181,005	368,908	828,908	9,535,000	
2020	4.000%	480,000	181,003	171,403	352,406	832,406	9,055,000	
2021	4.000%	500,000	171,403	161,403	332,806	832,806	8,555,000	
2022	4.000%	520,000	161,403	151,003	312,406	832,406	8,035,000	
2023	4.000%	540,000	151,003	140,203	291,206	831,206	7,495,000	
2024	4.000%	560,000	140,203	129,003	269,206	829,206	6,935,000	
2025	4.000%	585,000	129,003	117,303	246,306	831,306	6,350,000	
2026	4.000%	610,000	117,303	105,103	222,406	832,406	5,740,000	
2027	3.250%	630,000	105,103	94,866	199,969	829,969	5,110,000	
2028	3.375%	655,000	94,866	83,813	178,679	833,679	4,455,000	
2029	3.500%	675,000	83,813	72,000	155,813	830,813	3,780,000	
2030	3.500%	700,000	72,000	59,750	131,750	831,750	3,080,000	
2031	3.750%	725,000	59,750	46,156	105,906	830,906	2,355,000	
2032	3.375%	755,000	46,156	32,000	78,156	833,156	1,600,000	
2033	4.000%	785,000	32,000	16,300	48,300	833,300	815,000	
2034	4.000%	815,000	16,300	-	16,300	831,300	-	
		\$ 11,715,000	\$ 2,564,249	\$ 2,477,238	\$ 5,041,487	\$ 16,756,487	\$ -	

Certificates of Obligation		Funding: WSIS						\$ 18,440,000
Series 2019		Date of Issue - March 26, 2019						
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding	
2020	3.000%	\$ 430,000	\$ 545,860	\$ 315,697	\$ 861,557	\$ 1,291,557	\$ 18,010,000	
2021	3.000%	670,000	315,697	305,647	621,344	1,291,344	17,340,000	
2022	3.000%	690,000	305,647	295,297	600,944	1,290,944	16,650,000	
2023	3.000%	710,000	295,297	284,647	579,944	1,289,944	15,940,000	
2024	3.000%	735,000	284,647	273,622	558,269	1,293,269	15,205,000	
2025	3.000%	755,000	273,622	262,297	535,919	1,290,919	14,450,000	
2026	5.000%	785,000	262,297	242,672	504,969	1,289,969	13,665,000	
2027	5.000%	825,000	242,672	222,047	464,719	1,289,719	12,840,000	
2028	5.000%	870,000	222,047	200,297	422,344	1,292,344	11,970,000	
2029	5.000%	915,000	200,297	177,422	377,719	1,292,719	11,055,000	
2030	4.000%	955,000	177,422	158,322	335,744	1,290,744	10,100,000	
2031	3.000%	990,000	158,322	143,472	301,794	1,291,794	9,110,000	
2032	3.000%	1,020,000	143,472	128,172	271,644	1,291,644	8,090,000	
2033	3.000%	1,050,000	128,172	112,422	240,594	1,290,594	7,040,000	
2034	3.000%	1,085,000	112,422	96,147	208,569	1,293,569	5,955,000	
2035	3.125%	1,115,000	96,147	78,725	174,872	1,289,872	4,840,000	
2036	3.125%	1,150,000	78,725	60,756	139,481	1,289,481	3,690,000	
2037	3.250%	1,190,000	60,756	41,419	102,175	1,292,175	2,500,000	
2038	3.250%	1,230,000	41,419	21,431	62,850	1,292,850	1,270,000	
2039	3.375%	1,270,000	21,431	-	21,431	1,291,431	-	
		\$ 18,440,000	\$ 3,966,369	\$ 3,420,509	\$ 7,386,879	\$ 25,826,879	\$ -	

**CITY OF BAYTOWN
WATER AND SEWER SYSTEM
SUMMARY OF FY 2022-23 DEBT REQUIREMENTS**

Certificates of Obligation			Funding: WSIS					\$ 5,840,000	
Series 2020			Date of Issue - February 1, 2029						
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2022	5.000%	\$ 195,000	\$ 124,125	\$ 119,250	\$ 243,375	\$ 438,375	\$ 5,645,000		
2023	5.000%	205,000	119,250	114,125	233,375	438,375	5,440,000		
2024	5.000%	215,000	114,125	108,750	222,875	437,875	5,225,000		
2025	5.000%	225,000	108,750	103,125	211,875	436,875	5,000,000		
2026	5.000%	235,000	103,125	97,250	200,375	435,375	4,765,000		
2027	5.000%	250,000	97,250	91,000	188,250	438,250	4,515,000		
2028	5.000%	260,000	91,000	84,500	175,500	435,500	4,255,000		
2029	5.000%	275,000	84,500	77,625	162,125	437,125	3,980,000		
2030	5.000%	290,000	77,625	70,375	148,000	438,000	3,690,000		
2031	5.000%	300,000	70,375	62,875	133,250	433,250	3,390,000		
2032	5.000%	320,000	62,875	54,875	117,750	437,750	3,070,000		
2033	5.000%	335,000	54,875	46,500	101,375	436,375	2,735,000		
2034	4.000%	350,000	46,500	39,500	86,000	436,000	2,385,000		
2035	4.000%	365,000	39,500	32,200	71,700	436,700	2,020,000		
2036	4.000%	380,000	32,200	24,600	56,800	436,800	1,640,000		
2037	3.000%	390,000	24,600	18,750	43,350	433,350	1,250,000		
2038	3.000%	405,000	18,750	12,675	31,425	436,425	845,000		
2039	3.000%	415,000	12,675	6,450	19,125	434,125	430,000		
2040	3.000%	430,000	6,450	-	6,450	436,450	-		
		\$ 5,840,000	\$ 1,288,550	\$ 1,164,425	\$ 2,452,975	\$ 8,292,975	\$ -		

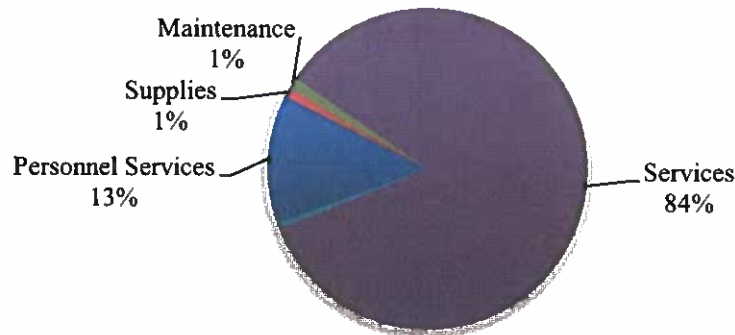
General Obligation & Refunding			Funding: WSIS Portion Only					\$	1,535,000
Series 2019A			Date of Issue - November 14, 2019					Term - 20 Years	
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2020		\$ -	\$ 14,234	\$ 33,275	\$ 47,509	\$ 47,509	\$ 1,535,000		
2021	4.000%	220,000	33,275	28,875	62,150	282,150	1,315,000		
2022	4.000%	230,000	28,875	24,275	53,150	283,150	1,085,000		
2023	5.000%	100,000	24,275	21,775	46,050	146,050	985,000		
2024	5.000%	100,000	21,775	19,275	41,050	141,050	885,000		
2025	5.000%	110,000	19,275	16,525	35,800	145,800	775,000		
2026	5.000%	115,000	16,525	13,650	30,175	145,175	660,000		
2027	5.000%	120,000	13,650	10,650	24,300	144,300	540,000		
2028	5.000%	125,000	10,650	7,525	18,175	143,175	415,000		
2029	5.000%	130,000	7,525	4,275	11,800	141,800	285,000		
2030	3.000%	135,000	4,275	2,250	6,525	141,525	150,000		
2031	3.000%	150,000	2,250	-	2,250	152,250	-		
		\$ 1,535,000	\$ 196,584	\$ 182,350	\$ 378,934	\$ 1,913,934	\$ -		



**CITY OF BAYTOWN
SANITATION FUND 500
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Solid Waste and Recycling Collections	\$ 6,197,081	\$ 6,162,774	\$ 7,191,551	\$ 7,407,299
Recycling Revenue	56,489	46,661	60,964	62,793
Residential Recycling	668,567	666,216	770,123	793,226
Miscellaneous	11,502	-	-	-
Transfers In	250,000	250,000	-	-
Total Revenues	7,183,639	7,125,651	8,022,637	8,263,319
Expenditures				
Personnel Services	1,032,134	977,307	811,292	1,051,815
Supplies	58,923	66,100	69,750	70,750
Maintenance	108,787	97,000	95,000	97,000
Services	5,792,163	5,915,395	6,159,500	6,800,000
Total Operating	6,992,007	7,055,802	7,135,542	8,019,565
Non-Recurring Expenditures				
Capital Outlay	-	-	-	51,000
Transfers Out	186,500	-	-	-
Total Expenditures	7,178,507	7,055,802	7,135,542	8,070,565
Excess (Deficit) Revenues				
Over Expenditures	5,132	69,848	887,095	192,754
GAAP adjustment	(78,783)	-	-	-
Working Capital - Beginning	872,598	798,947	798,947	1,686,042
Working Capital - Ending	\$ 798,947	\$ 868,795	\$ 1,686,042	\$ 1,878,796
Days of Operating Expenditures				
	42	45	86	86

Sanitation Fund Expenditures by Type



3200 SANITATION – PROGRAM SUMMARY

Program Description

Sanitation is responsible for the daily residential solid waste and recycling management, brush collection, Baytown Green Center operations, and a customer service and education program. Additionally, the Division is responsible for the debris management side of emergency management clean up after a natural disaster.

Brush is collected curbside on a once-per-month schedule. Household garbage and heavy trash are collected twice weekly. The brush collected is recycled to chips and humus. These wood chips are used for wood burning fuel.

The Baytown Green Center is a self-service drop off facility open to residents wishing to dispose of bulky items (ex: old furniture, lumber, household trash, etc.) and recycling. In addition to the traditional recycling materials of plastics, newspaper, tin/aluminum cans, glass and cardboard; electronic waste and brush is accepted. This facility is available during weekdays and on Saturdays.

Major Goals

- Collection of brush and trash on a timely basis with proper disposal or recycling.
- Reduction of total waste stream through operation of a drop-off recycling center.
- Reduction of litter and illegal dumping throughout the City.

Major Objectives

- Collection of brush and limbs as scheduled.
- Proper Management of brush chipping.
- Excellent customer service by listening and educating the public regarding the correct procedures for brush/recycling collection and the Green Center operation
- Participation in clean-up programs.

3200 SANITATION - SERVICE LEVEL BUDGET

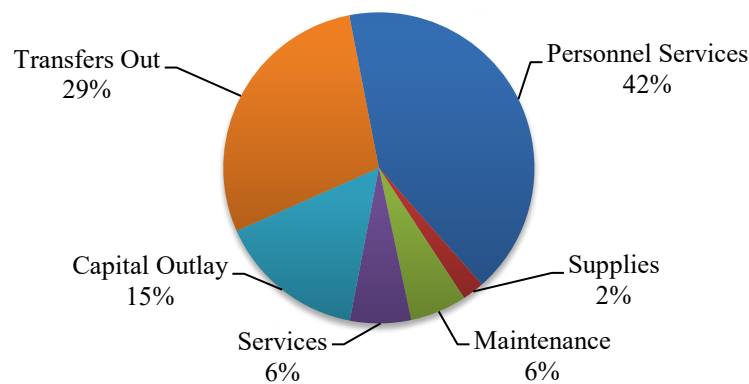
Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 631,414	\$ 585,941	\$ 536,333	\$ 661,352
71009	Overtime	51,912	35,000	-	-
71021	Health Insurance	142,312	171,243	100,799	184,415
71022	TMRS	121,339	106,524	101,177	117,739
71023	FICA	49,993	44,825	42,651	50,593
71028	Workers Compensation	35,165	33,414	30,333	37,715
71041	Allowances	-	360	-	-
	Total Personnel Services	1,032,134	977,307	811,292	1,051,815
7200	Supplies				
72007	Wearing Apparel	8,295	6,000	5,000	6,000
72016	Motor Vehicle Supplies	45,753	55,000	60,000	60,000
72021	Minor Tools	3,166	3,000	3,000	3,000
72026	Cleaning & Janitorial Sup	3	-	-	-
72031	Chemical Supplies	1,705	1,100	750	750
72041	Educational Supplies	-	1,000	1,000	1,000
	Total Supplies	58,923	66,100	69,750	70,750
7300	Maintenance				
73001	Land Maintenance	1,183	2,000	-	2,000
73011	Buildings Maintenance	838	-	-	-
73043	Motor Vehicles Maint	106,766	95,000	95,000	95,000
	Total Maintenance	108,787	97,000	95,000	97,000
7400	Services				
74021	Special Services	257,075	420,000	460,000	390,000
74034	Household Garbage Contract	5,116,101	5,067,600	5,067,600	5,975,600
74036	Advertising	-	1,500	-	1,500
74040	Recycling Services	32,650	82,400	82,400	86,505
74042	Education & Training	2,466	4,500	7,000	7,000
74050	Disposal Services	383,871	339,395	542,500	339,395
	Total Services	5,792,163	5,915,395	6,159,500	6,800,000
	Total Operating	6,992,007	7,055,802	7,135,542	8,019,565
8000	Capital Outlay				
84043	Motor Vehicles	-	-	-	51,000
	Total Capital Outlay	-	-	-	51,000
9000	Other Financing Uses				
91350	To Gen Capital Proj Fund	186,500	-	-	-
	Total Other Financing Uses	186,500	-	-	-
	TOTAL DEPARTMENT	\$ 7,178,507	\$ 7,055,802	\$ 7,135,542	\$ 8,070,565



CITY OF BAYTOWN
STORM WATER UTILITY FUND 505
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Storm Drainage Fees	\$ 2,705,502	\$ 3,896,904	\$ 3,963,259	\$ 4,082,156
Contributd Capital Other	\$ 200,429	\$ -	\$ -	\$ -
Total Revenues	2,905,931	3,896,904	3,963,259	4,082,156
Expenditures				
Personnel Services	1,329,810	1,967,315	1,448,388	2,028,382
Supplies	153,532	81,300	114,516	111,851
Maintenance	232,553	290,000	313,423	287,500
Services	158,363	37,175	11,150	309,864
Total Operating	1,874,259	2,375,790	1,887,477	2,737,596
Non-Recurring Expenditures				
Capital Outlay	(12,468)	1,021,150	1,021,144	750,000
Transfers Out	155,500	1,370,500	470,500	1,396,000
Contingency	-	228,850	-	250,000
Total Expenditures	2,017,291	4,996,290	3,379,122	5,133,596
Excess (Deficit) Revenues				
Over Expenditures	888,640	(1,099,386)	584,137	(1,051,440)
Budget to GAAP Adjustment	(70,585)			
Working Capital - Beginning	1,263,314	2,081,369	2,081,369	2,665,506
Working Capital - Ending	\$ 2,081,369	\$ 981,983	\$ 2,665,506	\$ 1,614,066
Days of Operating Expenditures				
	405	151	515	215

Storm Water Utility Fund Expenditures by Type



3050 STORM WATER UTILITY – PROGRAM SUMMARY

Program Description

The Storm Water Utility Fund is comprised of two divisions: Storm Water Utility and Storm Water Maintenance. The Storm Water Maintenance Division was formed during the FY2016 Budget Process and is formerly known as the Drainage division that previously resided in the General Fund. The Storm Water Utility division is responsible for the City's compliance with the Federal mandate known as the National Pollutant Discharge Elimination System (NPDES). The NPDES mandate requires cities to implement programs and practices to control polluted storm water run-off through a permitting program. The NPDES permitting program is comprised of two phases. Phase I affects medium and large cities. Phase II affects smaller communities, such as Baytown. Baytown is required to develop a storm water management program that will address six minimum control measures. This program was developed to be implemented in phases over the next five years.

The Storm Water Maintenance Division operates maintenance crews which are responsible for maintaining drainage facilities, cleaning roadside ditches, setting drainage pipe for residents, and repairing storm drain inlets and lines. It also operates a capital drainage improvement crew that is responsible for making drainage system improvements such as new drainage structures, major system upgrades, and area drainage system realignments. The Storm Water Maintenance Division operates three street sweepers responsible for keeping all City roadways clear of small debris.

Accomplished Major Goals

- Adopted the final storm water management program (SWMP) outlining our best management practices (BMPs).
- Received the Small MS4 permit in 2009.
- Educated the public about storm water requirements and pollution from urban run-off.
- Provided educational materials for all Goose Creek Consolidated Independent School District students.
- Developed ordinances to address construction site run-off in, Illicit Discharge Detection and Control, and Post Construction Storm Water Management.
- Inspected all construction sites within the City limits for compliance with state and local storm water regulations.
- Established good housekeeping practices for storm water in all City departments.
- Educated all City owned industrial facilities operators about required Texas Commission on Environmental Quality (TCEQ) permits and assisted them in obtaining full compliance.
- Reviewed Second Construction Site General Permit and MS4 Phase II drafts and provided input to TCEQ on issues affecting the City of Baytown.
- Responded to citizen's service request in a timely manner.
- Increased the productivity of the drainage maintenance and capital drainage crews by cross training exercises.

Major Objectives

- Storm Water Engineer will audit City of Baytown detention ponds and make recommendations on how to improve them.
- Work with Engineering Department to ensure full compliance with storm water regulations at all city projects.
- Provide public education through brochures, presentations, and the website. This includes the general public, civic associations, homebuilders and developers, commercial businesses, and municipal employees.
- Provide public outreach with community clean-up events.
- Document and record illicit discharge complaints.
- Build relationships with other City departments involved with the SWMP.
- Prepare for the next permitting phase.
- Schedule workload more efficiently.
- Increase accountability for the quality of work.
- Improve Customer Service.
- Restore property to same or better conditions.

3050 STORM WATER UTILITY - SERVICE LEVEL BUDGET

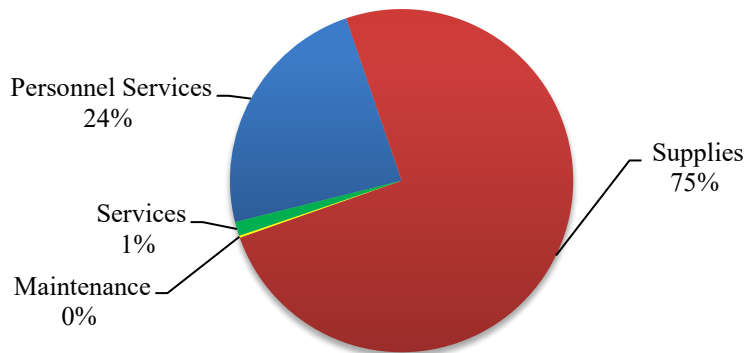
Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 841,820	\$ 1,273,492	\$ 953,039	\$ 1,259,917
71009	Overtime	26,708	27,000	27,500	29,000
71021	Health Insurance	208,802	289,795	191,874	354,461
71022	TMRS	154,824	233,157	171,011	230,927
71023	FICA	62,575	98,111	68,023	99,247
71028	Workers Compensation	30,585	36,760	33,341	51,230
71041	Allowances	4,495	9,000	3,600	3,600
	Total Personnel Services	1,329,810	1,967,315	1,448,388	2,028,382
7200	Supplies				
72001	Office Supplies	3,493	3,500	1,170	3,000
72002	Postage Supplies	212	500	56	500
72004	Printing Supplies	42	2,000	-	2,000
72007	Wearing Apparel	9,856	9,000	9,643	10,600
72016	Motor Vehicle Supplies	57,826	42,800	82,428	84,901
72021	Minor Tools	7,126	7,500	6,218	7,000
72031	Chemical Supplies	72,963	1,000	69	250
72041	Educational Supplies	-	6,500	5,933	3,000
72045	Computer Software Supply	2,014	8,500	9,000	-
72061	Meeting Supplies	-	-	-	600
	Total Supplies	153,532	81,300	114,516	111,851
7300	Maintenance				
73001	Land Maintenance	29,948	30,000	6,000	-
73026	Storm Drains Maint	91,123	185,000	193,997	200,000
73042	Machinery & Equip Maint	11	-	-	-
73043	Motor Vehicles Maint	111,471	75,000	113,426	87,500
	Total Maintenance	232,553	290,000	313,423	287,500
7400	Services				
74021	Special Services	146,185	11,000	3,938	283,000
74036	Advertising	556	2,500	500	2,500
74042	Education & Training	6,108	17,850	5,887	23,600
74051	Non City Facility Rental	5,000	5,000	-	-
74071	Association Dues	515	825	825	764
	Total Services	158,363	37,175	11,150	309,864
	Total Operating	1,874,259	2,375,790	1,887,477	2,737,596
8000	Capital Outlay				
84042	Machinery & Equipment	-	458,633	458,627	350,000
84043	Motor Vehicles	(12,468)	562,517	562,517	-
85001	Construction	-	-	-	400,000
	Total Capital Outlay	(12,468)	1,021,150	1,021,144	750,000
9000	Other Financing Uses				
91350	To Gen Capital Proj Fund	155,500	470,500	470,500	496,000
91522	To W W I S	-	900,000	-	900,000
	Total Other Financing Uses	155,500	1,370,500	470,500	1,396,000
9900	Contingency				
99002	Unforeseen/New Initiative	-	228,850	-	250,000
	Total Other Financing Uses	-	228,850	-	250,000
	TOTAL DEPARTMENT	\$ 2,017,291	\$ 4,996,290	\$ 3,379,122	\$ 5,133,596



**CITY OF BAYTOWN
GARAGE FUND 550
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Departmental Billings - Fuel	\$ 1,232,694	\$ 1,031,452	\$ 1,763,239	\$ 1,800,000
Departmental Billings - Repairs	646,444	676,534	793,491	800,000
Contributions - Misc	-	83,818	-	-
Transfer In - General Fund	350,000	325,000	325,000	300,000
Transfer In - Water & Sewer Fund	175,000	175,000	175,000	350,000
Total Revenues	2,404,139	2,291,804	3,056,730	3,250,000
Expenditures				
Personnel Services	643,078	773,310	718,150	800,474
Supplies	1,644,738	1,629,450	2,412,960	2,533,050
Maintenance	38,642	11,000	6,050	6,500
Services	44,230	54,500	37,270	44,500
Total Operating	2,370,689	2,468,260	3,174,430	3,384,523
Non-Recurring Expenditures				
Capital Outlay	-	90,500	86,130	-
Transfers Out - Capital Improvement	-	61,000	15,250	-
Total Expenditures	2,370,689	2,619,760	3,275,810	3,384,523
Excess (Deficit) Revenues				
Over Expenditures	33,449	(327,956)	(219,079)	(134,523)
Budget to GAAP Adjustment	(43,097)			
Working Capital - Beginning	810,571	800,923	800,923	581,844
Working Capital - Ending	800,923	\$ 472,967	\$ 581,844	\$ 447,320

Garage Fund Expenditures by Type



7010 GARAGE OPERATIONS – PROGRAM SUMMARY

Program Description

Equipment Services Division maintains, services, and repairs a fleet consisting of the vehicles and equipment operated by Public Works, Parks and Recreation, Engineering, Inspections, Library, Health, Purchasing, Utility Billing and BAWA. This division also maintains the fueling facility, Public Works gate access, standby generators, the equipment wash rack, and the garage owned mechanical equipment. In addition, assistance is rendered to Police and Fire garages and Park operations when necessary. This division processes all associated paperwork, as well as billing of fuel and services to all user departments.

Major Goals

- To provide for safe and efficient maintenance operations by performing vehicle and equipment preventative maintenance and repairs.
- Provide these services in an economical and timely manner.

Major Objectives

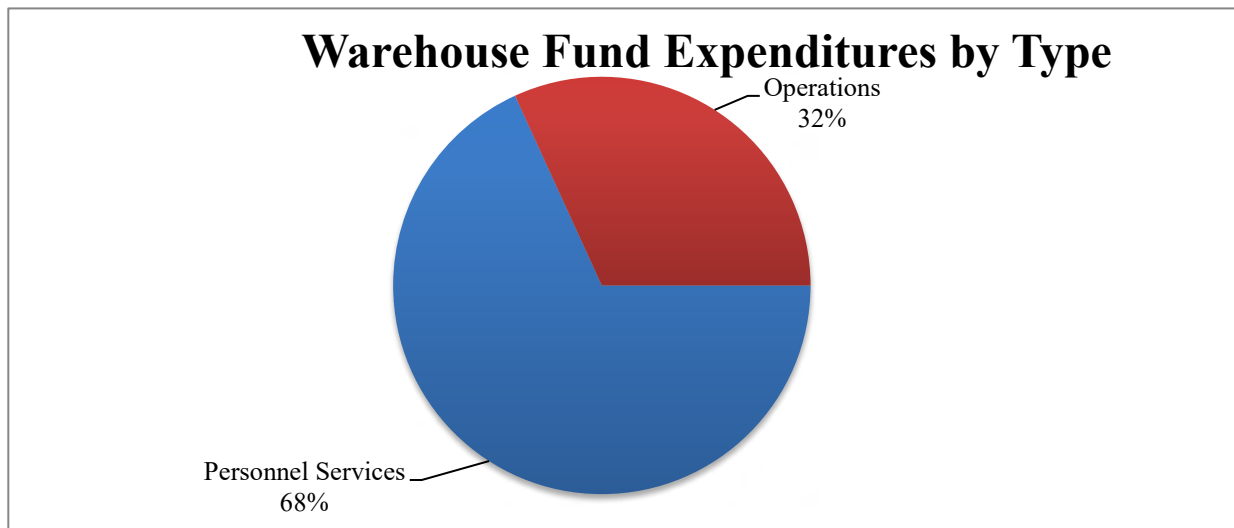
- Coordinate with departmental supervisors to facilitate sufficient availability of equipment for their duties.
- Reduce downtime and increase “mean-time-between-failure” for vehicles and equipment maintained by the garage.
- Reduce rate of returns for unscheduled repairs with an aggressive preventative maintenance program.

7010 GARAGE OPERATIONS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2021-22
7100	Personnel Services				
71002	Regular Wages	\$ 454,968	\$ 482,866	\$ 469,108	\$ 505,795
71009	Overtime	28,386	35,000	34,500	35,000
71021	Health Insurance	87,386	118,553	79,506	118,553
71022	TMRS	86,666	88,767	88,535	90,993
71023	FICA	34,946	37,352	36,895	39,106
71028	Workers Compensation	4,847	5,372	5,188	5,628
71041	Allowances	4,849	5,400	4,418	5,400
	Total Personnel Services	702,049	773,309	718,149	800,474
7200	Supplies				
72007	Wearing Apparel	5,976	4,000	3,886	4,000
72016	Motor Vehicle Supplies	8,267	7,000	7,730	7,000
72017	Parts Purchase For Resale	452,440	438,250	586,234	575,000
72018	Fuel Purchase For Resale	1,111,572	1,150,000	1,787,360	1,930,349
72019	Supplies Purch For Resale	6,942	8,000	8,282	8,000
72021	Minor Tools	19,652	20,000	18,769	8,000
72026	Cleaning & Janitorial Sup	196	2,000	500	500
72032	Medical Supplies	79	200	200	200
72098	Inventory Adjustments	39,615	-	-	-
	Total Supplies	1,644,738	1,629,450	2,412,960	2,533,049
7300	Maintenance				
73011	Buildings Maintenance	21,444	-	-	-
73042	Machinery & Equip Maint	1,138	5,000	2,500	2,500
73043	Motor Vehicles Maint	16,060	6,000	3,550	4,000
	Total Maintenance	38,642	11,000	6,050	6,500
7400	Services				
74020	Outside Contracts	30,312	40,000	25,750	30,000
74021	Special Services	5,085	6,500	4,658	6,500
74042	Education & Training	8,833	8,000	6,862	8,000
	Total Services	44,230	54,500	37,270	44,500
8000	Capital Outlay				
84042	Machinery & Equipment	-	90,500	86,130	-
	Total Capital Outlay	-	90,500	86,130	-
9000	Other Financing Uses				
91350	To Gen Capital Proj Fund	-	61,000	15,250	-
	Total Other Financing Uses	-	61,000	15,250	-
	TOTAL DEPARTMENT	\$ 2,429,660	\$ 2,619,759	\$ 3,275,809	\$ 3,384,522

CITY OF BAYTOWN
WAREHOUSE OPERATIONS FUND 552
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Water Meter Sales	\$ 52,890	\$ 47,856	\$ 107,081	\$ 110,000
Dept Billing-Vehicle Repr	11,310	5,672	-	5,672
Investment Interest	12	18	18	18
From General Fund	50,000	75,000	75,000	-
From Water And Sewer Fund	200,000	300,000	300,000	150,000
Total Revenues	314,212	428,546	482,099	265,690
Expenditures				
Personnel Services	242,559	272,587	236,074	281,879
Supplies	24,653	60,600	105,168	110,600
Maintenance	5,331	8,750	6,277	9,000
Services	6,358	12,000	7,462	12,000
Total Operating	278,899	353,937	354,980	413,479
Total Expenditures	278,899	353,937	354,980	413,479
Excess (Deficit) Revenues				
Over Expenditures	(11,787)	74,608	127,118	(147,789)
Budget to GAAP Adjustment	44,346			
Working Capital - Beginning	123,105	155,664	155,664	282,782
Working Capital - Ending	\$ 155,664	\$ 230,272	\$ 282,782	\$ 134,993



7010 WAREHOUSE OPERATIONS – PROGRAM SUMMARY

Program Description

Provide Centralized warehousing and purchasing for commonly used supplies and materials throughout the city. Operation is designed to provide lower costs through volume purchasing and consolidation.

Major Goals

- Expansion of base inventory to facilitate citywide usage, while reducing items with low turnover.
- Develop inventory-tracking system.
- Develop inventory minimum and maximum levels based on usage.

Major Objectives

- Automation of physical inventory process.
- Increase use of warehouse by City departments.

7010 WAREHOUSE OPERATIONS - SERVICE LEVEL BUDGET

Acct#	Acct Description	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71002	Regular Wages	\$ 169,827	\$ 168,770	\$ 159,148	\$ 176,522
71009	Overtime	3,115	3,000	2,556	3,000
71021	Health Insurance	26,424	52,690	29,673	52,690
71022	TMRS	30,700	30,682	28,251	31,421
71023	FICA	12,273	12,911	11,773	13,504
71028	Workers Compensation	221	4,534	4,672	4,742
	Total Personnel Services	242,559	272,587	236,074	281,879
7200	Supplies				
72001	Office Supplies	1,096	1,000	1,234	1,000
72007	Wearing Apparel	1,131	1,500	1,372	1,500
72015	Meter Purchase For Resale	22,759	50,000	95,821	100,000
72016	Motor Vehicle Supplies	2,644	4,000	3,412	4,000
72021	Minor Tools	6,791	4,000	3,329	4,000
72026	Cleaning & Janitorial Supplies	30	-	-	-
72032	Medical Supplies	82	100	-	100
72098	Inventory Adjustments	(9,881)	-	-	-
	Total Supplies	24,653	60,600	105,168	110,600
7300	Maintenance				
73011	Buildings Maintenance	3,000	-	-	-
73042	Machinery & Equipment Maint	-	6,000	4,664	6,000
73043	Motor Vehicles Maint	2,331	2,750	1,612	3,000
	Total Maintenance	5,331	8,750	6,277	9,000
7400	Services				
74021	Special Services	6,358	10,000	6,010	10,000
74042	Education & Training	-	2,000	1,452	2,000
	Total Services	6,358	12,000	7,462	12,000
	Total Operating	278,899	353,937	354,980	413,479
	TOTAL DEPARTMENT	\$ 278,899	\$ 353,937	\$ 354,980	\$ 413,479

BAYTOWN AREA WATER AUTHORITY

Baytown Area Water Authority, (BAWA), is a water authority created by Texas Legislature to purchase and distribute surface and/or underground supplies for the City and surrounding communities. The City accounts for approximately 90% of BAWA's annual sales. BAWA is considered a component unit of the City of Baytown.

BAYTOWN AREA WATER AUTHORITY (BAWA)

**ANNUAL PROGRAM OF SERVICES
2022-23**

PROPOSED BUDGET



BAYTOWN AREA WATER AUTHORITY BOARD OF DIRECTORS

BRENDA BRADLEY SMITH, President

MIKE WILSON, Vice President

FRANK McKAY III, Secretary

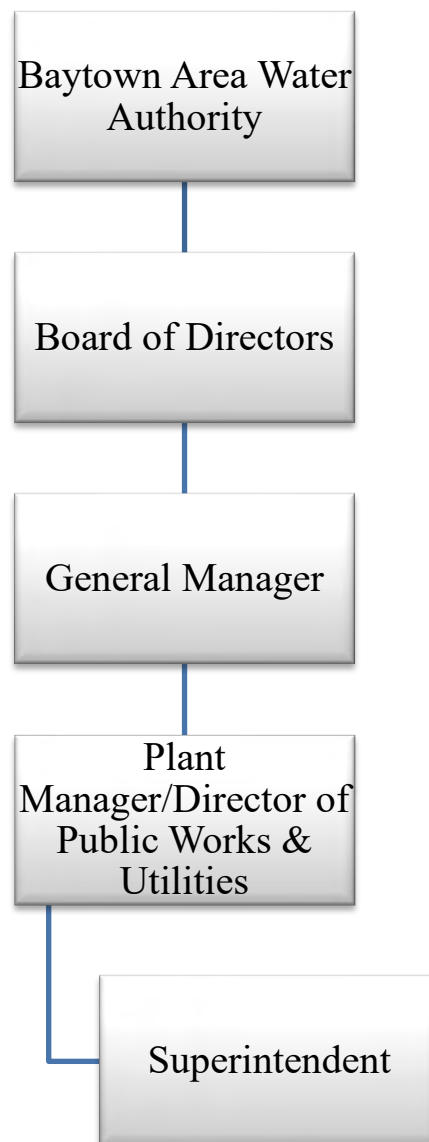
CITY CLERK, Assistant Secretary

BRANDON BENOIT, Director

JIMMY SMITH, Director

BAYTOWN AREA WATER AUTHORITY (BAWA)

ORGANIZATION CHART



This fund accounts for the operations of the Baytown Area Water Authority (BAWA). BAWA is a water authority created by the Texas Legislature to supply water for the City of Baytown (City) and surrounding communities. BAWA services a total of eight customers with the City as the largest customer, generating approximately 88% of BAWA's annual sales. BAWA is a separate legal entity; however, it is considered a component unit of the City. Since it began operating, BAWA has not experienced shortages of its raw water supply to the plant or interruptions of service to its customers.

REVENUES

The 2022-23 proposed budget estimates sales of \$15,220,828 for an average of 13.5 million gallons per day (MGD). Fluctuations in rainfall amounts can significantly impact actual sales. The existing rate structure for BAWA is \$3.08 per 1,000 gallons for the City of Baytown and \$3.12 per 1,000 gallons for customers outside the city. The rates will consist of a 6% bump to \$3.26 per 1,000 gallons for the City of Baytown and \$3.46 per 1,000 gallons for customers outside the city for the 2022-23 budget.

EXPENDITURES

Total operating expenditures for the proposed 2022-23 budget are \$10,332,898 which is an increase of \$634,597 from the 2021-22 budget. An increase of \$273,314 over current year estimate in the untreated water supplies is included in the budget due to the City of Houston's raw water supply contract. This budget includes a transfer of \$350,000 to the General Fund for an indirect cost allocation to reimburse the City for administrative services such as Human Resources, Fiscal Operations, Legal and Information Technology Services. Highlights of major operating changes are as follows:

• Increase in personnel services	\$ 62,321
• Increase in supplies	186,615
• Increase in maintenance	63,200
• Increase in services	322,462
• Increase in capital outlay	47,806
• Increase to transfers out-debt service	71,589

Raw Water Supply Cost – BAWA purchases raw water from the City of Houston. The raw water supply contract with the City of Houston is in effect through the year 2040, and sets the maximum amount of raw water to be delivered to the BAWA plant at 20 MGD without penalties. The surcharge for water purchased over the 20 MGD is nominal at this time. BAWA received a rate increase from \$0.7573 to \$0.90 on April 1, 2022. The annual rate adjustment is based on inflation.

Debt Service – The transfer to cover the debt service requirement for the proposed 2022-23 budget is \$4,483,294. The Authority awarded a construction contract to build the BAWA East Water Treatment Plant and due to the length of time for construction, 27-36 months, the Authority chose to issue bonds in two parts. The combination of bonds and operating funds totaling \$28 million was issued for the first year. The second issue, \$18 million in bonds, was issued in the fiscal year 2018-19.

CAPITAL IMPROVEMENT PROGRAM

The Capital Improvement Program for BAWA is funded through the issuance of revenue bonds, grants, and revenue from operations.

BAWA Backwash and Decant Pump Replacement	\$500,000
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This project would replace the existing (7.5HP) decant and backwash pumps and motors to increase reliability and control of surface water sludge processes.

BAWA Administration Building	\$550,000
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This project would perform a minor remodel of office space updating the finishes, and replace the HVAC system, replace the roof, plumbing upgrades, and electrical upgrades.

BAWA Raw Water Rehabilitation	\$13,500,000
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This project, funded from debt, would replace the existing BAWA Forebay liner, raw water pumps and motors with variable frequency drive (VFD) pumps/motors at the Fritz Lanham Surface Water Plant. Project will be split into two phases to smooth funding requirements. Phase I: Canal Pumps with Decant PS. Phase II: Forebay pumps and liner.

BAWA East Surface Water Plant Phase 2 Expansion	\$5,420,000
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This project, funded by debt, covers the engineering services of the expansion and the existing surface water treatment plant south of Interstate Highway (IH) 10 and west of SH 99 along the Coastal Water Authority (CWA) Barbers Hill Canal. The design will provide for the ability to expand the plant based on future water demands and allow the plant to convert to salt water treatment (desalinization) ensuring long term viability.

WORKING CAPITAL

In order to maintain fiscal stability, governmental entities maintain a working capital balance to meet daily liquidity needs. Appropriate levels of working capital vary from entity to entity based on the relative impact of particular circumstances or financial conditions. Working capital is defined as current assets (e.g., cash, investments and accounts receivable) less current liabilities (e.g., accounts payable).

In the 2022-23 proposed budget, BAWA's working capital level at year end is projected to represent 51 days of operating expenditures plus we are able to transfer out \$1,000,000 to BAWA's Capital Improvement Project Fund (CIPF) which will be available for funding future capital projects.

3070 BAYTOWN AREA WATER AUTHORITY – PROGRAM SUMMARY

Program Description

BAWA operates and maintains a 31.898 Million Gallon per Day (MGD) surface water treatment facilities. BAWA currently serves 8 surrounding area customers, including the City of Baytown, which uses 88% of BAWA's production. Operations personnel ensure the facility's compliance with the Texas Commission on Environmental Quality's (TCEQ) Rules and Regulations for Public Water Supplies. BAWA provides its customers with high quality, safe drinking water and consistent water pressure for fire protection.

Major Goals

- Maintain water quality to be classified as "Meeting Optimum Corrosion Control" by TCEQ.
- Maintain "Superior Public Water System" status.
- Maintain standards for the Texas Optimization Program - a voluntary program through TCEQ that promotes the optimization of surface water treatment plants, by identifying and addressing the various factors that limit performance in order to lower the risk of waterborne disease.
- Develop and maintain a staff of highly trained water professionals through continuing education classes and hands on training.

Major Objectives

- Produce 13.5 MGD of finished water.
- Maintain finished water turbidity (haze measurement) consistently < 0.1 NTU.
- Maintain compliance with all TCEQ and EPA regulations.

BAYTOWN AREA WATER AUTHORITY FUND 510
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Sale of Water - Baytown	\$ 12,472,111	\$ 13,814,730	\$ 12,727,954	\$ 13,491,632
Sale of Water - Other	1,394,136	1,527,968	1,631,318	1,729,197
Interest Revenue	3,002	10,000	1,012	1,073
Transfers In From WWIS Fund	117,227	123,258	123,258	123,258
Total Revenues	13,986,477	15,475,955	14,483,542	15,345,160
Expenditures				
Personnel Services	1,603,279	1,985,739	1,661,869	2,048,060
Supplies	5,568,156	6,159,857	5,927,918	6,346,472
Maintenance	357,033	313,650	452,968	376,850
Services	894,296	1,239,055	783,391	1,561,517
Total Operating	8,422,764	9,698,301	8,826,147	10,332,899
Capital Outlay	27,125	25,194	37,292	73,000
Transfers Out - Debt Service	3,515,370	4,411,705	3,511,705	4,483,294
Transfers Out - Capital Improvement	2,258,192	3,000,000	3,000,000	1,000,000
Transfers Out - General Fund	350,000	350,000	350,000	350,000
Contingency	-	250,000	-	250,000
Total Expenditures	14,573,451	17,735,200	15,725,144	16,489,192
Excess (Deficit) Revenues				
Over Expenditures	(586,974)	(2,259,245)	(1,241,602)	(1,144,033)
GAAP to budget basis adjustment	(239,007)	-	-	-
Working Capital - Beginning	4,666,850	3,840,869	3,840,869	2,599,267
Working Capital - Ending	\$ 3,840,869	\$ 1,581,623	\$ 2,599,267	\$ 1,455,234
Days of Operating Expenditures	166	60	107	51

3070 BAYTOWN AREA WATER AUTHORITY- SERVICE LEVEL BUDGET

		Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
7100	Personnel Services				
71031	Contract Personnel BAWA	\$ 1,603,279	\$ 1,985,739	\$ 1,661,869	\$ 2,048,060
	Total Personnel Services	1,603,279	1,985,739	1,661,869	2,048,060
7200	Supplies				
72001	Office Supplies	7,364	6,500	6,142	6,500
72002	Postage Supplies	342	400	395	400
72007	Wearing Apparel	13,282	10,000	8,922	10,000
72016	Motor Vehicle Supplies	13,454	10,000	19,885	15,000
72021	Minor Tools	4,411	4,000	4,587	5,000
72022	Fuel For Generators	36,019	10,000	15,574	13,000
72026	Cleaning & Janitorial Sup	4,700	4,620	3,820	4,620
72031	Chemical Supplies	1,098,954	1,410,508	1,235,464	1,410,508
72032	Medical Supplies	2,197	1,760	3,413	2,500
72041	Educational Supplies	748	2,000	2,237	2,000
72051	Untreated Water Supplies	4,340,923	4,656,069	4,555,230	4,828,544
72055	Laboratory Supplies	45,762	44,000	72,250	48,400
	Total Supplies	5,568,156	6,159,857	5,927,918	6,346,472
7300	Maintenance				
73011	Buildings Maintenance	12,264	17,500	10,420	10,500
73027	Heat & Cool Sys Maint	10,258	13,000	58,519	20,000
73028	Electrical Maintenance	88,585	65,200	35,881	85,200
73041	Furniture/Fixtures Maint	1,667	2,750	322	2,750
73042	Machinery & Equip Maint	231,369	205,200	332,636	246,400
73043	Motor Vehicles Maint	12,889	10,000	15,190	12,000
	Total Maintenance	357,033	313,650	452,968	376,850
7400	Services				
74002	Electric Service	520,574	833,000	486,276	840,000
74011	Equipment Rental	20,736	20,000	-	20,000
74021	Special Services	332,405	344,971	241,277	656,971
74022	Audits	-	16,352	26,394	17,596
74026	Janitorial Services	6,000	8,280	6,675	9,100
74036	Advertising	2,053	2,052	648	1,200
74042	Education & Training	12,528	14,200	21,871	16,000
74071	Association Dues	-	-	50	450
74280	Bonds	-	200	200	200
	Total Services	894,296	1,239,055	783,391	1,561,517
	Total Operating	8,422,764	9,698,301	8,826,147	10,332,899
8000	Capital Outlay				
80001	Furniture & Equip <\$10000	27,125	-	-	-
84042	Machinery & Equipment	-	25,194	37,292	73,000
	Total Capital Outlay	27,125	25,194	37,292	73,000
9000	Other Financing Uses				
91511	To BAWA Debt Service	3,515,370	4,411,705	3,511,705	4,483,294
91518	To BAWA CIPF Fund	2,258,192	3,000,000	3,000,000	1,000,000
92101	Expense - General Fund	350,000	350,000	350,000	350,000
	Total Other Financing Uses	6,123,562	7,761,705	6,861,705	5,833,294
9900	Contingencies				
99001	Contingencies	-	250,000	-	250,000
	Total Contingencies	-	250,000	-	250,000
	TOTAL DEPARTMENT	\$ 14,573,451	\$ 17,735,200	\$ 15,725,144	\$ 16,489,192

BAWA - CAPITAL IMPROVEMENT PROGRAM FUND 518
BUDGET SUMMARY BY FUND

	Actual 2020-21	Total Allocation 2021-22	Estimated 2021-22	Total Allocation 2022-23
Revenues				
Transfer In from Operating Fund	\$ 2,258,192	\$ 3,000,000	\$ 3,000,000	\$ 1,000,000
Interest Revenue	2,737	5,000	3,000	5,000
Total Revenues	2,260,929	3,005,000	3,003,000	1,005,000
Expenditures				
BAWA East Plant Engineering	6,865	143,135	-	-
East Plant - 2017	1,389,268	3,134,965	345,680	2,984,285
Filter Scour	23,023	107,529	764,032	2,078,497
BAWA East Plant Sanitary Sewer	-	160,000	-	205,000
BAWA Raw Water Rehabilitation	1,270	198,730	57,074	205,110
Thermal Blankets	-	-	47,849	-
Backwash and Decant Pump	-	-	-	500,000
BAWA Administration Building	-	-	6,519	543,481
BAWA CIPF	461,944	-	5,171	-
New Capital Project Initiatives	-	3,883,199	-	420,924
Total Expenditures	3,388,875	7,627,557.46	1,226,325	6,937,296.48
Excess (Deficit) Revenues				
Over Expenditures	(1,127,946)	(4,622,557)	1,776,675	(5,932,296)
Working Capital - Beginning	5,283,568	4,155,622	4,155,622	5,932,297
Working Capital - Ending	\$ 4,155,622	\$ (466,936)	\$ 5,932,297	\$ -

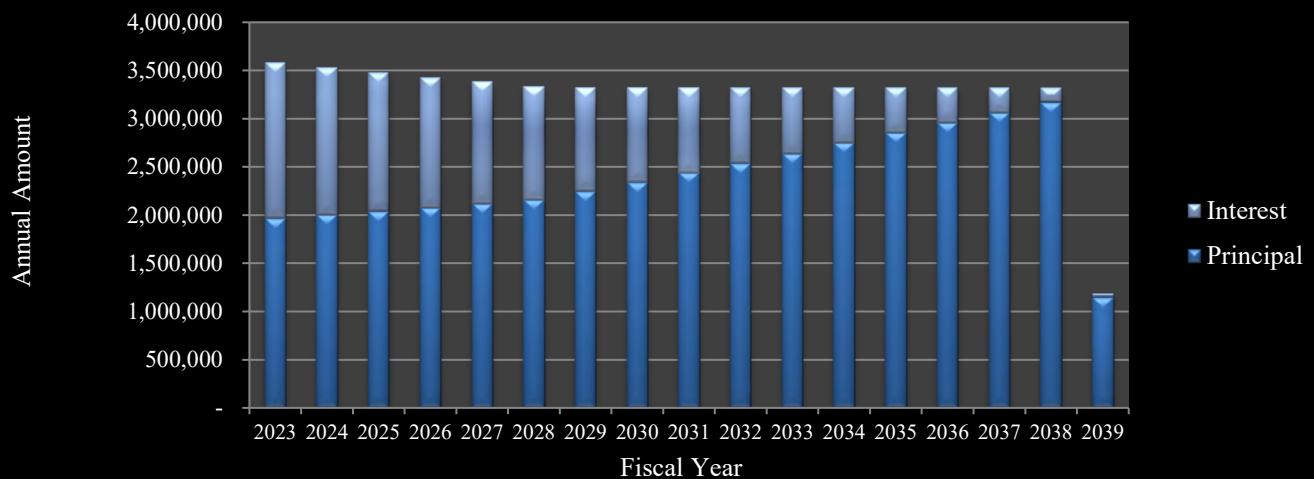
**BAYTOWN AREA WATER AUTHORITY REVENUE BONDS
LONG TERM DEBT AMORTIZATION SCHEDULES**

Revenue Bonds	Amount of Issue	Principal Outstanding Oct. 1, 2022	Principal & Interest Requirements for 2022-23			Principal Outstanding Sept. 30, 2023
			Principal	Interest	Total	
Series 2012	8,315,000	3,440,000	300,000	108,394	408,394	3,140,000
Series 2018	22,040,000	21,700,000	1,000,000	989,650	1,989,650	20,700,000
Series 2019	17,315,000	15,410,000	670,000	515,250	1,185,250	14,740,000
		\$ 40,550,000	\$ 1,970,000	\$ 1,613,294	\$ 3,583,294	\$ 38,580,000

**Combined BAWA Debt, All Series
Debt Requirements to Maturity**

Fiscal Year	Principal 5/01	Total Interest	Total Requirement
2023	1,970,000	1,613,294	3,583,294
2024	2,005,000	1,528,994	3,533,994
2025	2,040,000	1,442,668	3,482,668
2026	2,080,000	1,354,218	3,434,218
2027	2,120,000	1,264,268	3,384,268
2028	2,160,000	1,172,400	3,332,400
2029	2,250,000	1,078,588	3,328,588
2030	2,345,000	980,888	3,325,888
2031	2,440,000	887,250	3,327,250
2032	2,540,000	789,226	3,329,226
2033	2,640,000	686,850	3,326,850
2034	2,755,000	574,150	3,329,150
2035	2,855,000	473,900	3,328,900
2036	2,960,000	369,950	3,329,950
2037	3,065,000	262,100	3,327,100
2038	3,175,000	150,350	3,325,350
2039	1,150,000	34,500	1,184,500
Total	\$ 40,550,000	\$ 14,663,594	\$ 55,213,594

Combined BAWA Debt, All Series Debt Requirements to Maturity



**BAYTOWN AREA WATER AUTHORITY REVENUE BONDS
DETAIL DEBT AMORTIZATION SCHEDULES**

Revenue Bonds		Funding: BAWA					\$	8,315,000
Series 2012		Issue Date - March 29, 2012					Term - 20 Years	
Fiscal Year	Interest Rate	Principal Due 5/01	Interest Due 11/01	Interest Due 5/01	Total Interest	Annual Requirement	Principal Outstanding	
2013	2.00%	\$ 485,000	\$ 123,050	\$ 103,500	\$ 226,550	\$ 711,550	\$ 7,830,000	
2014	2.00%	510,000	98,650	98,650	197,300	707,300	7,320,000	
2015	2.00%	520,000	93,550	93,550	187,100	707,100	6,800,000	
2016	2.00%	535,000	88,350	88,350	176,700	711,700	6,265,000	
2017	2.00%	540,000	83,000	83,000	166,000	706,000	5,725,000	
2018	2.00%	550,000	77,600	77,600	155,200	705,200	5,175,000	
2019	2.00%	570,000	72,100	72,100	144,200	714,200	4,605,000	
2020	2.00%	580,000	66,400	66,400	132,800	712,800	4,025,000	
2021	2.00%	290,000	60,600	60,600	121,200	411,200	3,735,000	
2022	2.38%	295,000	57,700	57,700	115,400	410,400	3,440,000	
2023	2.50%	300,000	54,197	54,197	108,394	408,394	3,140,000	
2024	2.75%	310,000	50,447	50,447	100,894	410,894	2,830,000	
2025	3.00%	315,000	46,184	46,184	92,368	407,368	2,515,000	
2026	3.00%	325,000	41,459	41,459	82,918	407,918	2,190,000	
2027	3.13%	335,000	36,584	36,584	73,168	408,168	1,855,000	
2028	3.25%	345,000	31,350	31,350	62,700	407,700	1,510,000	
2029	3.25%	360,000	25,744	25,744	51,488	411,488	1,150,000	
2030	3.38%	370,000	19,894	19,894	39,788	409,788	780,000	
2031	3.50%	385,000	13,650	13,650	27,300	412,300	395,000	
2032	3.50%	395,000	6,913	6,913	13,826	408,826	-	
		\$ 8,315,000	\$ 1,147,422	\$ 1,127,872	\$ 2,275,294	\$ 10,590,294	\$ -	

Call Option: Bonds maturing on 05/01/2023 to 05/01/2032 callable in whole or in part on any date beginning 05/01/2022 @ par.

**BAYTOWN AREA WATER AUTHORITY REVENUE BONDS
DETAIL DEBT AMORTIZATION SCHEDULES**

Revenue Bonds		Funding: BAWA					\$	22,040,000
Series 2018		Issue Date - June 21, 2018					Term-20 Yrs	
Fiscal Year	Interest Rate	Principal Due 5/01	Interest Due 11/01	Interest Due 5/01	Total Interest	Annual Requirement	Principal Outstanding	
2019		\$ -	\$ 426,771	\$ 512,125	\$ 938,896	\$ 938,896	\$ 22,040,000	
2020	0.00%	-	503,325	503,325	1,006,650	1,006,650	22,040,000	
2021	5.00%	135,000	503,325	503,325	1,006,650	1,141,650	21,905,000	
2022	5.00%	205,000	499,950	499,950	999,900	1,204,900	21,700,000	
2023	5.00%	1,000,000	494,825	494,825	989,650	1,989,650	20,700,000	
2024	5.00%	1,000,000	469,825	469,825	939,650	1,939,650	19,700,000	
2025	5.00%	1,000,000	444,825	444,825	889,650	1,889,650	18,700,000	
2026	5.00%	1,000,000	419,825	419,825	839,650	1,839,650	17,700,000	
2027	5.00%	1,000,000	394,825	394,825	789,650	1,789,650	16,700,000	
2028	5.00%	1,000,000	369,825	369,825	739,650	1,739,650	15,700,000	
2029	5.00%	1,040,000	344,825	344,825	689,650	1,729,650	14,660,000	
2030	5.00%	1,095,000	318,825	318,825	637,650	1,732,650	13,565,000	
2031	5.00%	1,145,000	291,450	291,450	582,900	1,727,900	12,420,000	
2032	5.00%	1,210,000	262,825	262,825	525,650	1,735,650	11,210,000	
2033	5.00%	1,675,000	232,575	232,575	465,150	2,140,150	9,535,000	
2034	4.00%	1,760,000	190,700	190,700	381,400	2,141,400	7,775,000	
2035	4.00%	1,830,000	155,500	155,500	311,000	2,141,000	5,945,000	
2036	4.00%	1,905,000	118,900	118,900	237,800	2,142,800	4,040,000	
2037	4.00%	1,980,000	80,800	80,800	161,600	2,141,600	2,060,000	
2038	4.00%	2,060,000	41,200	41,200	82,400	2,142,400	-	
		\$ 22,040,000	\$ 6,564,921	\$ 6,650,275	\$ 13,215,196	\$ 35,255,196	\$ -	

Call Option: Bonds maturing on 05/01/2029 to 05/01/2038 callable in whole or in part on any date beginning 05/01/2029 @ par.

Revenue Bonds		Funding: BAWA					\$	17,315,000
Series 2019		Issue Date - May 30, 2019					Term-20 Yrs	
Fiscal Year	Interest Rate	Principal Due 5/01	Interest Due 11/01	Interest Due 5/01	Total Interest	Annual Requirement	Principal Outstanding	
2020	4.00%	\$ 640,000	\$ 248,080	\$ 295,725	\$ 543,805	\$ 1,183,805	\$ 16,675,000	
2021	4.00%	620,000	282,925	282,925	565,850	1,185,850	16,055,000	
2022	4.00%	645,000	270,525	270,525	541,050	1,186,050	15,410,000	
2023	4.00%	670,000	257,625	257,625	515,250	1,185,250	14,740,000	
2024	4.00%	695,000	244,225	244,225	488,450	1,183,450	14,045,000	
2025	4.00%	725,000	230,325	230,325	460,650	1,185,650	13,320,000	
2026	4.00%	755,000	215,825	215,825	431,650	1,186,650	12,565,000	
2027	4.00%	785,000	200,725	200,725	401,450	1,186,450	11,780,000	
2028	4.00%	815,000	185,025	185,025	370,050	1,185,050	10,965,000	
2029	4.00%	850,000	168,725	168,725	337,450	1,187,450	10,115,000	
2030	3.00%	880,000	151,725	151,725	303,450	1,183,450	9,235,000	
2031	3.00%	910,000	138,525	138,525	277,050	1,187,050	8,325,000	
2032	3.00%	935,000	124,875	124,875	249,750	1,184,750	7,390,000	
2033	3.00%	965,000	110,850	110,850	221,700	1,186,700	6,425,000	
2034	3.00%	995,000	96,375	96,375	192,750	1,187,750	5,430,000	
2035	3.00%	1,025,000	81,450	81,450	162,900	1,187,900	4,405,000	
2036	3.00%	1,055,000	66,075	66,075	132,150	1,187,150	3,350,000	
2037	3.00%	1,085,000	50,250	50,250	100,500	1,185,500	2,265,000	
2038	3.00%	1,115,000	33,975	33,975	67,950	1,182,950	1,150,000	
2039	3.00%	1,150,000	17,250	17,250	34,500	1,184,500	-	
		\$ 17,315,000	\$ 3,175,355	\$ 3,223,000	\$ 6,398,355	\$ 23,713,355	\$ -	

Call Option: Bonds maturing on 05/01/2029 to 05/01/2033 callable in whole or in part on any date beginning 05/01/2028 @ par.

**CITY OF HOUSTON
UNTREATED WATER RATES**

Effective Month/Year	Rate
04/81	.22142
02/83	.24157
10/86	.25123
10/87	.28022
01/88	.26591 FIRST 150 MGD/PER 1,000, .26113 NEXT 150 MGD
08/88	.28426 FIRST 300 MGD/PER 1,000, .27915 NEXT 300 MGD
07/89	.29344 FIRST 300 MGD/PER 1,000, .28817 NEXT 300 MGD
08/90	.31178 FIRST 300 MGD/PER 1,000, .30618 NEXT 300 MGD
02/92	.31820 FIRST 300 MGD/PER 1,000, .31249 NEXT 300 MGD
10/93	.32907 FIRST 300 MGD/PER 1,000, .32316 NEXT 300 MGD
10/94	.37192 UP TO 13.1 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER 11.9
06/04	.385 UP TO 13.1 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER 11.9
04/05	.398 UP TO 17.38 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER 15.8
04/06	.4123 UP TO 17.38 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER 15.8
04/07	.4238 UP TO 17.38 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER 15.8
04/08	.4314 UP TO 17.38 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER 15.8
04/09	.4533 UP TO 17.38 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER 15.8
04/10	.4546 UP TO 20.00 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
06/10	.5647 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/11	.5754 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/12	.59439 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/13	.61580 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/14	.6232 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/15	.6506 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/16	.6597 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/17	.6821 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
04/18	.7012 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
4/19	.7208 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
4/20	.7460 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MINIMUM.
4/21	.7573 UP TO 20.0 MGD. IF WE GO OVER, THEN 5% ADDED TO ANYTHING OVER. BAWA EAST (2nd TAKE POINT) 6 MGD MAXIMUM.

TREATED WATER RATES

Year	City Rate/1,000 gallons	Other Rate/1,000 Gallons	Increase- City	Increase- Other	Comments
1981	\$0.97	\$0.97			
1985 - 1987	\$0.97	\$1.00	\$0.00	\$0.03	
1988 - 1992	\$1.07	\$1.10	\$0.10	\$0.10	Result of rising operating cost. (Raw water rates up 25%)
1993 - 1998	\$1.18	\$1.21	\$0.11	\$0.11	Result of increase in raw water rates.
1999 - 2006	\$1.26	\$1.29	\$0.08	\$0.08	Funding for plant expansion debt
2006-2007	\$1.39	\$1.42	\$0.13	\$0.13	Funding for new water line debt and City of Houston rate increase.
2007-2008	\$1.46	\$1.49	\$0.07	\$0.07	Funding for new water line debt and City of Houston rate increase.
2008-2009	\$1.55	\$1.58	\$0.09	\$0.09	Funding for new water line debt, other operating increases and City of Houston rate increase.
2009-2010	\$1.71	\$1.74	\$0.16	\$0.16	Funding for new water line debt, other operating increases and City of Houston rate increase.
2010-2011	\$1.96	\$1.99	\$0.25	\$0.25	Funding for new water line debt, other operating increases and City of Houston rate increase.
2011-2012	\$2.15	\$2.18	\$0.19	\$0.19	Funding for new water line debt, other operating increases and City of Houston rate increase.
2012-2013	\$2.35	\$2.39	\$0.20	\$0.21	Funding for new water line debt, other operating increases and City of Houston rate increase.
2013-2014	\$2.53	\$2.57	\$0.18	\$0.18	Funding for new water line debt, other operating increases and City of Houston rate increase.
2014-2015	\$2.61	\$2.65	\$0.08	\$0.08	Funding for new water line debt, other operating increases and City of Houston rate increase.
2015-2016	\$2.74	\$2.78	\$0.13	\$0.13	Funding for new water line debt, other operating increases and City of Houston rate increase.
2016-2017	\$2.74	\$2.78	\$0.00	\$0.00	Excess revenues are sufficient to cover incremental operating cost.
2017-2018	\$2.74	\$2.78	\$0.00	\$0.00	Excess revenues are sufficient to cover incremental operating cost.
2018-2019	\$2.82	\$2.86	\$0.08	\$0.08	Funding for the BAWA East Treatment Plant, other operating increases and City of Houston rate increase.
2019-2020	\$2.82	\$2.86	\$0.00	\$0.00	Excess revenues are sufficient to cover incremental operating cost.
2020-2021	\$2.90	\$2.95	\$0.08	\$0.09	Funding for City of Houston rate increase.
2021-2022	\$3.08	\$3.12	\$0.18	\$0.17	Per the 2020 BAWA rate study.
2022-2023	\$3.26	\$3.46	\$0.18	\$0.34	Per the 2020 BAWA rate study.



April 1, 2022

Dear Customer:

City Ordinances require certain automatic annual adjustments to the water and wastewater rates based on inflationary indices. The one-year inflationary index for our area is 4.3%. The City of Houston population increased by 1.3%. The inflationary index of 4.3% when combined with the population increase of 1.3% results in an automatic annual water and wastewater rate increase of 5.6% on April 1, 2022.

This year, in addition to the 5.6% automatic annual rate adjustment, Ordinance No. 2021-515 adopted the 2021 Water & Wastewater Cost of Service Rate Study, which allows for new annual rates over a 5-year period. These rate adjustments are necessary to pay increases in the cost of operating, maintaining, and repairing the combined water and wastewater utility system, debt service on the utility system's bonds and other obligations of the utility system, protect the financial integrity of the utility system, and comply with certain bond covenants and all other applicable law. New Rates and Charges specific to Treated and Untreated Water accounts are as follows:

Classification	Rate
Contract – Treated Water	
Airgap	$P \times \$3.91 \text{ plus } (P-M) \times \0.95^*
Non-Airgap	$P \times \$4.44 \text{ plus } (P-M) \times \0.95^*
Contract – Untreated Water	\$0.90 per 1,000 gallons
Untreated Water (Non-contract)	
0 - 10,000,000 gallons	\$2.000698 per 1,000 gallons
11,000,000 - 20,000,000 gallons	\$1.797734 per 1,000 gallons
21,000,000 - 50,000,000 gallons	\$1.695514 per 1,000 gallons
51,000,000 - 150,000,000 gallons	\$1.593082 per 1,000 gallons
151,000,000 & up gallons	\$1.541971 per 1,000 gallons

* Note:

P = Total water delivery during the month in thousand gallons, except if the minimum monthly specified in the customer's contract is greater than P, P shall equal M.

M = Minimum monthly amount of water specified in the customer's contract expressed in units of one thousand gallons.

Additional information may be found in the [Rates and Prices](#) or [Billing and Payment](#) sections of your contract or you may visit <http://www.houstontx.gov/codes/> (Sections 47-61 and 47-84 et seq.). Please contact Maria Carrillo at Customer Account Services at (832) 395-6220 if you have specific questions about your bill.

PO Box 1562 | Houston, Texas 77251-1562 | HoustonPublicWorks.org

Capital Projects | Customer Account Services | Houston Permitting Center | Houston Water | Transportation & Drainage Operations

RESOLUTION NO. 2022-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN AREA WATER AUTHORITY ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR, BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the General Manager of the Baytown Area Water Authority ("BAWA") has submitted to BAWA's Board of Directors a budget estimate of the revenues of BAWA and the expense of conducting the affairs thereof for the ensuing fiscal year, beginning October 1, 2022, and ending September 30, 2023; and

WHEREAS, the Board of Directors of BAWA (the "Board") received the General Manager's estimate and held a public hearing thereon; and

WHEREAS, after full and final consideration of the information contained in the proposed budget and the input received at the public hearing, it is the opinion of the Board that the budget attached hereto should be approved and adopted; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN AREA WATER AUTHORITY:


Section 1: That the Board of Directors of the Baytown Area Water Authority hereby adopts the budget, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes for BAWA's 2022-2023 fiscal year.


Section 2: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Area Water Authority.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Area Water Authority this the 20th day of July, 2022.


BRENDA BRADLEY SMITH, President

ATTEST:


ANGELA JACKSON, Assistant Secretary



APPROVED AS TO FORM:


SCOTT LEMON, General Counsel



CRIME CONTROL AND PREVENTION DISTRICT (CCPD)

On November 3, 2020 the citizens voted to continue the Baytown Crime Control and Prevention District dedicated to crime reduction programs and the adoption of a proposed local sales and use tax at a rate of one-eighth of one percent (1/8%).

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

RESOLUTION NO. 80

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR, BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, IN ACCORDANCE WITH CHAPTER 363 OF THE TEXAS LOCAL GOVERNMENT CODE AND THE ALTERNATIVE PROCEDURES ADOPTED BY THE DISTRICT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the General Manager of the Baytown Crime Control and Prevention District (the "District") has submitted to the District a budget estimate of the revenues of the District and the expense of conducting the affairs thereof for the ensuing fiscal year, beginning October 1, 2022, and ending September 30, 2023, being the second of five years of the sales and use tax authorization, and which said estimate contains all information as required by Chapter 363 of the Texas Local Government Code; and

WHEREAS, the Board of Directors of the District (the "Board") has received the General Manager's estimate and held public hearings thereon as provided by both Chapter 363 of the Texas Local Government Code and the alternative procedures adopted thereunder; and

WHEREAS, after full and final consideration of the information contained in the proposed budget and the input received at the public hearings, it is the opinion of the Board that the budget attached hereto should be approved and adopted; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN CRIME CONTROL AND PREVENTION DISTRICT:

Section 1: That the Board of Directors of the Baytown Crime Control and Prevention District hereby adopts the budget, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes, for the District's 2022-2023 fiscal year.

Section 2: That the Secretary of the Baytown Crime Control and Prevention District is hereby ordered to submit for and on behalf of the Board of Directors the budget adopted in Section 1 to the City Council of the City of Baytown not later than the tenth (10th) day after the date hereof.

Section 3: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Crime Control and Prevention District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Crime Control and Prevention District, this the 12th day of July, 2022.


RIKKI WHEELER, President

ATTEST:


ANGELA JACKSON, Secretary



APPROVED AS TO FORM:


SCOTT LEMON, General Counsel



FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT (FCPEMSD)

On November 3, 2020 the citizens voted to continue the Baytown Fire Control, Prevention, and Emergency Medical Services District dedicated to fire safety and emergency medical services and the adoption of a proposed local sales and use tax at a rate of one-eighth of one percent (1/8%).

**BAYTOWN
FIRE CONTROL, PREVENTION
AND EMERGENCY MEDICAL
SERVICE DISTRICT (FCPEMSD)**

**ANNUAL PROGRAM OF SERVICES
2022-23**

PROPOSED BUDGET



FIRE CONTROL, PREVENTION AND EMERGENCY MEDICAL SERVICES DISTRICT (FCPEMSD)

BOARD DIRECTORS

BRENDA BRADLEY SMITH, President

JOHN ADKINS, Vice President

CITY CLERK, Secretary

RICHARD CARR, Director

BARRY L. HAWKINS, Director

RHONDA LOPEZ, Director

PREET SINGH, Director

MAURICE WATTS, Director



BAYTOWN
FIRE - EMS SPECIAL DISTRICT FUND 207
BUDGET SUMMARY

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Sales Tax	\$ 2,263,349	\$ 1,935,812	\$ 2,331,868	\$ 2,437,493
Investment Interest	327	621	662	691
Total Revenues	2,263,675	1,936,433	2,332,529	2,438,185
Expenditures				
Personnel	317,267	415,420	332,162	-
Supplies	6,200	17,500	8,740	120,000
Total Operating	392,369	470,620	356,102	120,000
Capital Outlay	986,241	1,063,501	1,114,059	452,415
Transfers Out	1,151,300	782,125	782,125	1,668,855
Unforeseen/New Initiatives	-	294,579	-	-
Total Expenditures	2,529,910	2,610,825	2,354,586	2,241,270
Excess (Deficit) Revenues Over Expenditures	(266,235)	(674,392)	(22,056)	196,915
Fund Balance - Beginning	1,031,573	765,338	765,338	743,284
Fund Balance - Ending	\$ 765,338	\$ 90,947	\$ 743,284	\$ 940,199

BAYTOWN
FIRE - EMS SPECIAL DISTRICT FUND 207
SPECIAL DISTRICT - FIRE/EMS - 20701

	Actual	Budget	Estimated	Proposed
	2020-21	2021-22	2021-22	2022-23
Expenditures				
71002 Regular Wages	\$ 214,557	\$ 294,484	\$ 233,365	\$ -
71009 Overtime	2,561	-	341	-
71021 Health Insurance	24,777	26,345	20,160	-
71022 TMRS	41,023	56,155	43,587	-
71023 FICA	16,622	23,630	18,307	-
71028 Workers Compensation	3,772	406	4,114	-
71041 Allowances	13,955	14,400	12,288	-
Personnel	317,267	415,420	332,162	-
72021 Minor Tools	-	-	-	120,000
72026 Cleaning & Janitorial Sup	618	1,500	1,021	-
72031 Chemical Supplies	5,582	16,000	7,720	-
Supplies	6,200	17,500	8,740	120,000
73011 Buildings Maintenance	21,515	-	-	-
Maintenance	21,515	-	-	-
74070 Elections	47,387	15,000	15,000	-
74280 Bonds	-	200	200	-
Services	47,387	15,200	15,200	-
Total Operating	392,369	448,120	356,102	120,000
80001 Furniture & Equip <\$10000	3,187	332,234	331,922	-
84042 Machinery & Equipment	-	87,980	77,980	160,000
84043 Motor Vehicles	983,053	698,287	704,157	292,415
84045 Radio & Testing Equipment	-	-	-	-
Total Capital	986,241	1,118,501	1,114,059	452,415
85011 Engineering	-	102,300	102,300	-
Total Construction in Progress	-	102,300	102,300	-
91350 To Gen Capital Proj Fund	-	-	-	342,946
91401 To G O I S	851,300	782,125	782,125	783,125
91101 To General Fund	300,000	-	-	542,784
Total Transfers Out	1,151,300	782,125	782,125	1,668,855
99001 Contingencies	-	159,778	-	-
Total Contingencies Out	-	159,778	-	-
Total Expenditures	\$ 2,529,910	\$ 2,610,824	\$ 2,354,586	\$ 2,241,270

20701 FIRE CONTROL PREVENTION & EMERGENCY MEDICAL SERVICES DISTRICT FCPMSD - BUDGET NOTES

Acct #	Account Name	Amount
7200	<u>Supplies</u>	
72021	Minor Tools	120,000
	Equipment for (2) Pierce Velocity Pumper Trucks	
TOTAL SUPPLIES		120,000
8000	<u>Capital Outlay</u>	
84042	Machinery & Equipment	160,000
	Rescue Tools (2@\$15,000)	30,000
	Zoll X Series Advanced EKG Monitor/Defibrillator (2)	90,000
	Forklift (Training Field)	40,000
84043	Motor Vehicles	292,415
	Ambulance	292,415
TOTAL CAPITAL OUTLAY		452,415
9100	<u>Transfers Out</u>	
91101	To General Fund	1,668,855
	Payment 1 of 2 for (2) Pierce Velocity Pumper Trucks and Equipment for Engine 3	542,784
91350	To General Fund	
	Contribution to Vehicle Replacement Fund	342,946
91401	To G O I S	
	Principal & Interest Payment for Series 2020 GO Ref Bond for Training Facility – Phase III	783,125
TOTAL TRANSFERS OUT		1,668,855
TOTAL FCPMSD		\$ 2,241,270

RESOLUTION NO. 92

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT ADOPTING A BUDGET FOR THE ENSUING FISCAL YEAR, BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023, IN ACCORDANCE WITH CHAPTER 344 OF THE TEXAS LOCAL GOVERNMENT CODE AND THE ALTERNATIVE PROCEDURES ADOPTED BY THE DISTRICT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the General Manager of the Baytown Fire Control, Prevention, and Emergency Medical Services District (the "District") has submitted to the District a budget estimate of the revenues of the District and the expense of conducting the affairs thereof for the ensuing fiscal year, beginning October 1, 2022, and ending September 30, 2023, being the second of five years of the sales and use tax authorization, and which said estimate contains all information as required by Chapter 344 of the Texas Local Government Code; and

WHEREAS, the Board of Directors of the District (the "Board") has received the General Manager's estimate and held a public hearing thereon as provided by both Chapter 344 of the Texas Local Government Code and the alternative procedures adopted thereunder; and

WHEREAS, after full and final consideration of the information contained in the proposed budget and the input received at the public hearing, it is the opinion of the Board that the budget attached hereto should be approved and adopted; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BAYTOWN FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT:

Section 1: That the Board of Directors of the Baytown Fire Control, Prevention, and Emergency Medical Services District hereby adopts the budget, which is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes for the District's 2022-2023 fiscal year.

Section 2: That the Secretary of the Baytown Fire Control, Prevention, and Emergency Medical Services District is hereby ordered to submit for and on behalf of the Board of Directors the budget adopted in Section 1 to the City Council of the City of Baytown not later than the tenth (10th) day after the date hereof.

Section 3: This resolution shall take effect immediately from and after its passage by the Board of Directors of the Baytown Fire Control, Prevention, and Emergency Medical Services District.

INTRODUCED, READ and PASSED by the affirmative vote of the Board of Directors of the Baytown Fire Control, Prevention, and Emergency Medical Services District, this the 19th day of July, 2022.

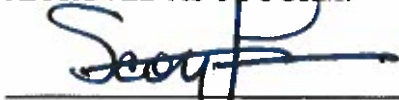
ATTEST:


ANGELA JACKSON, Secretary




BRENDA BRADLEY SMITH, President

APPROVED AS TO FORM:


SCOTT LEMON, General Counsel



MUNICIPAL DEVELOPMENT DISTRICT

On May 5, 2001, in the general election, the citizens of the City of Baytown voted to authorize the creation of the Baytown Municipal Development District and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing economic development projects that provide economic benefit and diversify the economic base of the community.

**BAYTOWN
MUNICIPAL
DEVELOPMENT DISTRICT
(MDD)**

**PROPOSED PROJECTS BUDGET
2022-23**



BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT (MDD) DIRECTORS

BRANDON CAPETILLO, President

CHRIS PRESLEY, Vice President

LAURA ALVARADO, Secretary

CITY CLERK, Assistant Secretary

HEATHER BETANCOURTH, Director

GARY ENGLERT, Director

MARY HERNANDEZ, Director

DAVID P. JIRRELS, Director

CHARLES JOHNSON, Director

MIKE LESTER, Director

JACOB POWELL, Director

SUHEY RIOS-ALVAREZ, Director

On May 5, 2001, in the general election, the citizens of the City of Baytown voted to authorize the creation of the Baytown Municipal Development District (MDD) and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing economic development and parks projects that provide economic benefit, diversify the economic base of the community and improve our quality of life. The board is composed of the Mayor, six council members and four at-large resident members.

REVENUES – Sales tax revenue is budgeted at \$8,437,770. Along with other miscellaneous revenues, the total revenues for 2022-23 are projected at \$8,292,097.

EXPENDITURES – Included in this year's program are ongoing economic development expenditures as well as improvements in the areas of utilities and parks. Generally, project costs may include functions such as services, construction or debt service on long-term construction projects.

FY23 NEW PROJECTS:

Art in the Park \$50,000

This allocation provides continued funding for visual stimulation through Creative Visual Art Pieces in the park for people to enjoy, take pictures and experience such as Town Square/ Ward Road/ Ginger Creek Parks created during last year's budget. This will help to promote Baytown Parks as a destination place for visitors to come and see. Park themes are an entrance feature for Wayne Gray Sports Facility, Unidad Park, and McElroy Park.

Annual Operating Impact: *Operating and maintenance costs have no impact.*

Baytown Sports Youth League Improvements \$70,000

This allocation provides funding for various improvements at little league, pony league and soccer facilities including bleacher covers, backstops, paving, trails, lighting and fencing repairs as needed.

Annual Operating Impact: *Operating and maintenance costs have no impact*

Town Square Green Space Improvements \$400,000

This allocation will provide funding to remove and replace the grass with all-weather turf to support the special events hosted at the Town Square and the Market Street business and arts district, along with providing shade structures.

Annual Operating Impact: *Operating and maintenance costs have no impact.*

Thompson Area Park with TPWG \$140,000

This allocation provides funding to develop the newly acquired park in partnership with Texas Parks and Wildlife. The grant was submitted in July of 2021 for developing the park with a 50/50 match from the City. On 3/24/2022 the Grant was approved for funding with Texas Parks and Wildlife.

Annual Operating Impact: *Operating and maintenance costs have no impact.*

Basketball Court Enhancements (Bergeron, Allenbrook and Central Heights) \$420,000

As part of our enhancements to park program we are continuing to paint basketball courts which started with the successful implementation at Ginger Creek. This is also consistent with Council's plan to provide shade structures over all full court basketball courts.

Annual Operating Impact: *Operating and maintenance costs have no impact.*

Disc Golf Course \$811,000

This allocation provides funding to re-establish the primer #3 ranked disc golf course that was taken away due to Evergreen repurposing to a golf course.

Annual Operating Impact: *Operating and maintenance costs have no impact.*

Lakewood Community Dog Park \$220,000

This allocation provides funding for the design and construction of a new dog park within the Linwood Neighborhood. The dog park will include a small trail, fencing for large and small dogs, irrigation, and dog equipment on existing 1.4-acre City owned property.

Annual Operating Impact: *Operating and maintenance costs have no impact.*

MUNICIPAL DEVELOPMENT DISTRICT (MDD) PROGRAM FUND
BUDGET SUMMARY for Fiscal Year 2022-23

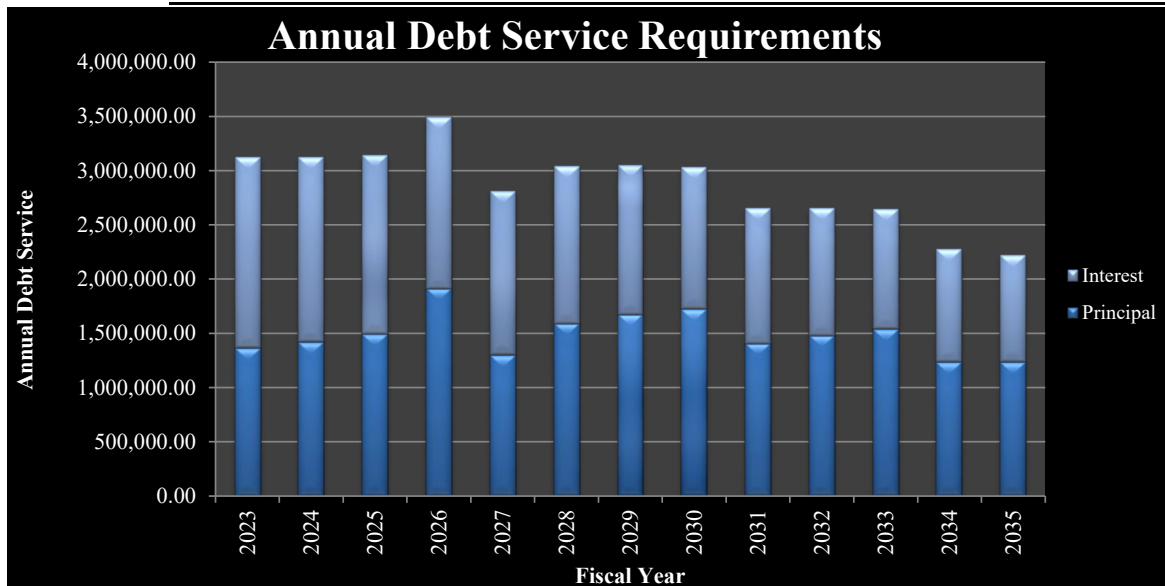
	Actual 2020-21	Total Allocation 2021-22	Estimated 2021-22	Total Allocation 2022-23
Beginning working capital	5,573,395	\$ 3,152,626	\$ 1,023,298	\$ 2,081,155
Revenues				
Sales Taxes	8,028,954	6,702,577	8,192,010	8,437,770
Rebates	(126,035)	(69,369)	(142,646)	(146,926)
Investment Interest	2,728	4,658	1,251	1,253
Total MDD Revenues	7,905,647	6,637,866	8,050,614	8,292,097
Expenditures				
<i>Economic Development Projects</i>				
Development of New and Expansion of Existing Businesses and Industry	(44,220)	500,000	500,000	300,000
Econ Development Foundation - Basic Economic Development Services	-	250,000	250,000	250,000
Economic Development Staff	162,243	167,424	173,623	285,650
Econ Development Foundation - Special Economic Development Projects	-	150,000	100,000	-
Economic Incentive - HEB	150,000	150,000	150,000	150,000
Convention Center Debt Service	7,131,719	1,600,000	786,902	1,402,400
Hotel/Convention Center Reimbursement	709,064			-
Property Acquisition for Economic Development	247,867	400,000	400,000	100,000
Citizens Bank Building	-	-	-	1,400,000
Business Improvement Grant Program	-	200,000	100,000	250,000
Baytown Revolving Loan Fund	-	50,000	-	-
Subtotal	8,356,673	3,467,424	2,460,525	4,138,050
<i>Utility Projects</i>				
Economic Dev. Cost Share with Developers to Upsize New Utilities	-	400,000	-	500,000
Evergreen Strategic Plan	5,435		169,968	-
I-10 Lift Station	-	751,439	-	600,000
NE WW Treatment Plant Debt Service (60% 2014, 2015 & 2016 GO's Refunding)	953,813	958,750	958,750	962,725
Subtotal	959,248	2,110,189	1,128,718	2,062,725
<i>Parks Projects</i>				
Aquatics Master Plan Phase 1 & 2 Construction (Debt Svc on \$6mm) Year 5 of 12	426,906	389,050	389,050	396,575
Pirates Bay Waterpark Expansion (Debt Service on \$5.5mm) Year 11 of 20	394,443	360,900	360,900	362,754
Closed projects	224,932	-		-
Rent/Purchase of Ice Rink for Town Square	80,580	100,000	93,961	110,000
City Gateway Project III	9,293	80,000	98,771	-
Park Operations Center	1,349,355		160,943	-
EPA Tree Planting Project	82,000	-	21,000	-
Median Beautification	9,566	-	91,155	-
Park Development (Russell Park)	-	300,000	-	-
Goose Creek Trail Phase VII	113,607	540,765	604,380	-
Newcastle Park	-	221,000	221,000	-
Ginger Creek Park	32,955	50,000	48,650	-
City of Baytown	199		FY23 Proposed Budget	

**MUNICIPAL DEVELOPMENT DISTRICT (MDD) PROGRAM FUND
BUDGET SUMMARY for Fiscal Year 2022-23**

	Actual 2020-21	Total Allocation 2021-22	Estimated 2021-22	Total Allocation 2022-23
"Perfect Trail" Pilot Bundle - Jenkins Park (lighting, signage & security cameras)	118,566	-	243,993	-
Park Security - Cary Bayou Lighting	-	100,000	150,000	-
Basketball Shelters	-	-	-	-
BNC Kayak Launch Replacement/Restoration	-	55,000	65,000	-
Baytown Nature Center Wetlands Overlook Walkway	-	160,000	176,000	-
Evergreen Waterfall Repair, Replacement & Decking	-	250,000	40,000	-
Wayne Gray Parking Enhancement	-	300,000	-	-
Art in The Park	-	50,000	50,000	50,000
Baytown Sports League Improvements	-	70,000	41,150	70,000
Duke Hill Courts Paint and Disc Golf Course	-	25,000	25,000	-
Town Square Green Space Improvements	-	600,000	222,561	400,000
Thompson Area Park with TPWG	-	-	-	140,000
Basketball Court Enhancements (Bergeron, Allenbrook & Central Heights) Shade Structures	-	-	-	420,000
Disk Golf Course	-	-	-	811,000
Lakewood Community Dog Park	-	-	-	220,000
Wetlands Center Relocation/Chandler Arboretum	-	-	-	150,000
Subtotal	2,839,823	3,651,715	3,103,514	3,130,329
Total MDD Projects	12,155,744	9,229,328	6,692,757	9,331,104
Other				
Project Administration and Overhead	300,000	300,000	300,000	300,000
Unforeseen/New Initiatives	-	261,164	-	742,148
Subtotal	300,000	561,164	300,000	1,042,148
Total MDD Expenditures	12,455,744	9,790,492	6,992,757	10,373,252
Revenues over (under) expenses	(4,550,097)	(3,152,626)	1,057,857	(2,081,155)
Ending working capital	\$ 1,023,298	-	\$ 2,081,155	\$ -

BAYTOWN
BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT

Fiscal Year	Principal Due 02/01 - 10/01	Interest Due 02/01 - 04/01	Interest Due 08/01 - 10/01	Total Interest	Annual Requirement
2023	1,366,686	892,442	865,326	1,757,768	3,124,454
2024	1,423,952	865,326	836,944	1,702,271	3,126,222
2025	1,492,225	836,944	809,826	1,646,770	3,138,995
2026	1,912,957	809,826	770,125	1,579,951	3,492,908
2027	1,298,435	770,125	742,744	1,512,869	2,811,304
2028	1,591,159	742,744	708,299	1,451,043	3,042,202
2029	1,674,030	708,299	671,969	1,380,269	3,054,299
2030	1,727,619	671,969	636,140	1,308,109	3,035,727
2031	1,407,874	636,140	604,519	1,240,658	2,648,532
2032	1,479,796	604,519	571,122	1,175,641	2,655,437
2033	1,538,384	571,122	536,167	1,107,289	2,645,673
2034	1,237,340	536,167	505,770	1,041,937	2,279,277
2035	1,238,503	505,770	475,075	980,845	2,219,348
2036	1,250,000	475,075	443,825	918,900	2,168,900
2037	1,305,000	443,825	411,200	855,025	2,160,025
2038	1,375,000	411,200	376,825	788,025	2,163,025
2039	1,440,000	376,825	340,825	717,650	2,157,650
2040	1,515,000	340,825	302,950	643,775	2,158,775
2041	1,590,000	302,950	263,200	566,150	2,156,150
2042	1,675,000	263,200	229,700	492,900	2,167,900
2043	1,735,000	229,700	195,000	424,700	2,159,700
2044	1,805,000	195,000	158,900	353,900	2,158,900
2045	1,880,000	158,900	121,300	280,200	2,160,200
2046	1,950,000	121,300	82,300	203,600	2,153,600
2047	760,000	82,300	67,100	149,400	909,400
2048	790,000	67,100	51,300	118,400	908,400
2049	820,000	51,300	34,900	86,200	906,200
2050	855,000	34,900	17,800	52,700	907,700
2051	890,000	-	17,800	17,800	907,800
\$	41,023,960	\$ 12,705,793	\$ 11,848,951	\$ 24,554,744	\$ 65,578,705



**BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES**

Series 2013							Date of Issue: May 26, 2013		\$ 5,500,000	
Tax & Revenue Certificate of Obligation: MDD Allocation Only									Term: 20 Years	
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding			
2013	4.000%	\$ -	\$ 69,177	\$ 64,377	\$ 133,554	\$ 133,554	\$ 5,500,000			
2014	2.000%	216,667	81,031	78,865	159,896	376,563	5,283,333			
2015	2.000%	220,000	78,865	76,665	155,529	375,529	5,063,333			
2016	2.000%	225,000	76,665	74,415	151,079	376,079	4,838,333			
2017	2.000%	230,000	74,415	72,115	146,529	376,529	4,608,333			
2018	2.500%	235,000	72,115	69,177	141,292	376,292	4,373,333			
2019	4.000%	240,000	69,177	64,377	133,554	373,554	4,133,333			
2020	4.000%	243,333	64,377	59,510	123,888	367,221	3,890,000			
2021	4.000%	248,333	59,510	54,544	114,054	362,388	3,641,667			
2022	2.500%	255,000	54,544	51,356	105,900	360,900	3,386,667			
2023	2.500%	263,333	51,356	48,065	99,421	362,754	3,123,333			
2024	2.500%	270,000	48,065	44,690	92,754	362,754	2,853,333			
2025	2.625%	280,000	44,690	41,015	85,704	365,704	2,573,333			
2026	3.000%	286,667	41,015	36,715	77,729	364,396	2,286,667			
2027	3.000%	295,000	36,715	32,290	69,004	364,004	1,991,667			
2028	3.125%	305,000	32,290	27,524	59,814	364,814	1,686,667			
2029	3.125%	315,000	27,524	22,602	50,126	365,126	1,371,667			
2030	3.250%	325,000	22,602	17,321	39,923	364,923	1,046,667			
2031	3.250%	336,667	17,321	11,850	29,171	365,838	710,000			
2032	3.300%	350,000	11,850	6,075	17,925	367,925	360,000			
2033	3.375%	360,000	6,075	-	6,075	366,075	-			
		\$ 5,500,000	\$ 1,039,376	\$ 953,545	\$ 1,992,921	\$ 7,492,921	\$ -			

Call Option: Bonds maturing on 02/01/2023 to 02/01/2033 callable in whole or in part on any date beginning 02/01/22 @ par.

Series 2014			Date of Issue: April 1, 2014				\$ 2,100,283
General Obligation and Refunding Bonds: MDD Allocation Only							Term: 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2014		\$ -	\$ -	\$ 21,885	\$ 21,885	\$ 21,885	\$ 2,100,283
2015	2.000%	115,291	37,163	36,023	73,186	188,477	1,984,992
2016	3.000%	174,064	36,023	33,412	69,434	243,498	1,810,928
2017	3.000%	152,720	33,412	31,121	64,532	217,252	1,658,208
2018	3.000%	135,056	31,121	29,095	60,216	195,272	1,523,152
2019	3.000%	140,208	29,095	26,992	56,087	196,295	1,382,944
2020	4.000%	145,728	26,992	24,077	51,069	196,797	1,237,216
2021	4.000%	130,272	24,077	21,472	45,549	175,821	1,106,944
2022	4.000%	135,792	21,472	18,756	40,228	176,020	971,152
2023	4.000%	142,048	18,756	15,915	34,671	176,719	829,104
2024	4.000%	148,304	15,915	12,949	28,864	177,168	680,800
2025	4.000%	154,560	12,949	9,858	22,807	177,367	526,240
2026	4.000%	131,744	9,858	7,223	17,081	148,825	394,496
2027	3.250%	43,424	7,223	6,517	13,740	57,164	351,072
2028	3.375%	44,896	6,517	5,760	12,277	57,173	306,176
2029	3.500%	46,368	5,760	4,948	10,708	57,076	259,808
2030	3.500%	48,208	4,948	4,105	9,053	57,261	211,600
2031	3.750%	50,048	4,105	3,166	7,271	57,319	161,552
2032	3.750%	51,888	3,166	2,193	5,359	57,247	109,664
2033	4.000%	53,728	2,193	1,119	3,312	57,040	55,936
2034	4.000%	55,936	1,119	-	1,119	57,055	-
		\$ 2,100,283	\$ 331,863	\$ 316,585	\$ 648,448	\$ 2,748,731	\$ -

Call Option: Bonds maturing on 02/01/2025 to 02/01/2034 callable in whole or in part on any date beginning 02/01/24 @ par.

**BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES**

Series 2015							\$ 1,770,131
Date of Issue: July 7, 2015							Term: 20 Years
General Obligation and Refunding Bonds: MDD Allocation Only							
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2016		\$ 21,331	\$ 47,057	\$ 41,308	\$ 88,365	\$ 109,696	\$ 1,748,800
2017	5.000%	101,060	41,308	38,781	80,089	181,150	1,647,739
2018	5.000%	107,705	38,781	36,089	74,870	182,575	1,540,035
2019	5.000%	114,349	36,089	33,230	69,319	183,667	1,425,686
2020	5.000%	121,692	33,230	30,188	63,418	185,110	1,303,994
2021	5.000%	129,385	30,188	26,953	57,141	186,526	1,174,609
2022	5.000%	137,079	26,953	23,526	50,479	187,558	1,037,530
2023	5.000%	145,821	23,526	19,881	43,407	189,227	891,709
2024	5.000%	154,913	19,881	16,008	35,888	190,801	736,797
2025	5.000%	164,704	16,008	11,890	27,898	192,602	572,093
2026	5.000%	95,116	11,890	9,512	21,402	116,518	476,977
2027	5.000%	100,011	9,512	7,012	16,524	116,536	376,965
2028	3.375%	41,263	7,012	6,316	13,328	54,591	335,702
2029	3.500%	42,662	6,316	5,569	11,885	54,547	293,040
2030	3.625%	44,411	5,569	4,764	10,333	54,744	248,629
2031	3.625%	46,159	4,764	3,927	8,692	54,851	202,470
2032	3.750%	47,908	3,927	3,029	6,957	54,864	154,563
2033	3.750%	49,656	3,029	2,098	5,127	54,783	104,907
2034	4.000%	51,404	2,098	1,070	3,168	54,573	53,502
2035	4.000%	53,503	1,070	-	1,070	54,573	-
		\$ 1,770,131	\$ 368,208	\$ 321,151	\$ 689,359	\$ 2,459,490	\$ -

Call Option: Bonds maturing on 02/01/2026 to 02/01/2035 callable in whole or in part on any date beginning 02/01/25 @ par.

Series 2016							\$ 4,493,018
Date of Issue: July 19, 2016							Term: 12 Years
General Obligation and Refunding Bonds: MDD Allocation Only							
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2016		\$ -	\$ -	\$ 7,811	\$ 7,811	\$ 7,811	\$ 4,493,018
2017	4.000%	113,441	117,158	114,889	232,047	345,488	4,379,577
2018	4.000%	386,455	114,889	107,160	222,049	608,505	3,993,122
2019	5.000%	407,631	107,160	96,969	204,129	611,761	3,585,490
2020	5.000%	431,076	83,825	73,048	156,874	587,949	3,154,415
2021	5.000%	456,789	73,048	61,629	134,677	591,466	2,697,626
2022	5.000%	484,015	61,629	49,528	111,157	595,172	2,213,611
2023	5.000%	510,484	49,528	36,766	86,295	596,779	1,703,127
2024	5.000%	540,735	36,766	23,248	60,014	600,749	1,162,392
2025	4.000%	567,961	23,248	11,889	35,136	603,097	594,431
2026	4.000%	594,431	11,889	-	11,889	606,319	-
		\$ 4,493,018	\$ 679,141	\$ 582,938	\$ 1,262,078	\$ 5,755,096	\$ -

**BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES**

Series 2019							Date of Issue: May 2, 2019		\$ 3,595,000
General Obligation and Refunding Bonds: MDD Allocation Only								Term: 12 Years	
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding		
2019		\$ -	\$ -	\$ 48,046	\$ 48,046	\$ 48,046	\$ 3,595,000		
2020	3.5%	280,000	58,075	53,875	111,950	391,950	3,315,000		
2021	3.5%	290,000	53,875	50,975	104,850	394,850	3,025,000		
2022	3.6%	290,000	50,975	48,075	99,050	389,050	2,735,000		
2023	3.8%	305,000	48,075	43,500	91,575	396,575	2,430,000		
2024	4.0%	310,000	43,500	38,850	82,350	392,350	2,120,000		
2025	4.0%	325,000	38,850	33,975	72,825	397,825	1,795,000		
2026	4.1%	325,000	33,975	27,475	61,450	386,450	1,470,000		
2027	4.3%	350,000	27,475	20,475	47,950	397,950	1,120,000		
2028	4.3%	355,000	20,475	13,375	33,850	388,850	765,000		
2029	4.4%	380,000	13,375	5,775	19,150	399,150	385,000		
2030	4.4%	385,000	5,775	-	5,775	390,775	-		
		\$ 3,595,000	\$ 394,425	\$ 384,396	\$ 778,821	\$ 4,373,821	\$ -		

**BAYTOWN MUNICIPAL DEVELOPMENT DISTRICT
DETAIL DEBT AMORTIZATION SCHEDULES**

Series 2021C			Date of Issue: September 9, 2021				\$ 30,680,000
Combined Limited Sales Tax Revenue & Third Lien Hotel Revenue Bonds							Term: 30 Years
Fiscal Year	Interest Rate	Principal Due 10/01	Interest Due 04/01	Interest Due 10/01	Total Interest	Annual Requirement	Principal Outstanding
2022			786,902	-	786,902	786,902	30,680,000
2023			701,200	701,200	1,402,400	1,402,400	30,680,000
2024			701,200	701,200	1,402,400	1,402,400	30,680,000
2025			701,200	701,200	1,402,400	1,402,400	30,680,000
2026	5.0%	480,000	701,200	689,200	1,390,400	1,870,400	30,200,000
2027	5.0%	510,000	689,200	676,450	1,365,650	1,875,650	29,690,000
2028	5.0%	845,000	676,450	655,325	1,331,775	2,176,775	28,845,000
2029	5.0%	890,000	655,325	633,075	1,288,400	2,178,400	27,955,000
2030	5.0%	925,000	633,075	609,950	1,243,025	2,168,025	27,030,000
2031	5.0%	975,000	609,950	585,575	1,195,525	2,170,525	26,055,000
2032	5.0%	1,030,000	585,575	559,825	1,145,400	2,175,400	25,025,000
2033	5.0%	1,075,000	559,825	532,950	1,092,775	2,167,775	23,950,000
2034	5.0%	1,130,000	532,950	504,700	1,037,650	2,167,650	22,820,000
2035	5.0%	1,185,000	504,700	475,075	979,775	2,164,775	21,635,000
2036	5.0%	1,250,000	475,075	443,825	918,900	2,168,900	20,385,000
2037	5.0%	1,305,000	443,825	411,200	855,025	2,160,025	19,080,000
2038	5.0%	1,375,000	411,200	376,825	788,025	2,163,025	17,705,000
2039	5.0%	1,440,000	376,825	340,825	717,650	2,157,650	16,265,000
2040	5.0%	1,515,000	340,825	302,950	643,775	2,158,775	14,750,000
2041	4.0%	1,590,000	302,950	263,200	566,150	2,156,150	13,160,000
2042	4.0%	1,675,000	263,200	229,700	492,900	2,167,900	11,485,000
2043	4.0%	1,735,000	229,700	195,000	424,700	2,159,700	9,750,000
2044	4.0%	1,805,000	195,000	158,900	353,900	2,158,900	7,945,000
2045	4.0%	1,880,000	158,900	121,300	280,200	2,160,200	6,065,000
2046	4.0%	1,950,000	121,300	82,300	203,600	2,153,600	4,115,000
2047	4.0%	760,000	82,300	67,100	149,400	909,400	3,355,000
2048	4.0%	790,000	67,100	51,300	118,400	908,400	2,565,000
2049	4.0%	820,000	51,300	34,900	86,200	906,200	1,745,000
2050	4.0%	855,000	34,900	17,800	52,700	907,700	890,000
2051	4.0%	890,000		17,800	17,800	907,800	-
		\$ 30,680,000	\$ 12,593,152	\$ 11,140,650	\$ 23,733,802	\$ 54,413,802	\$ -

Resolution

Page



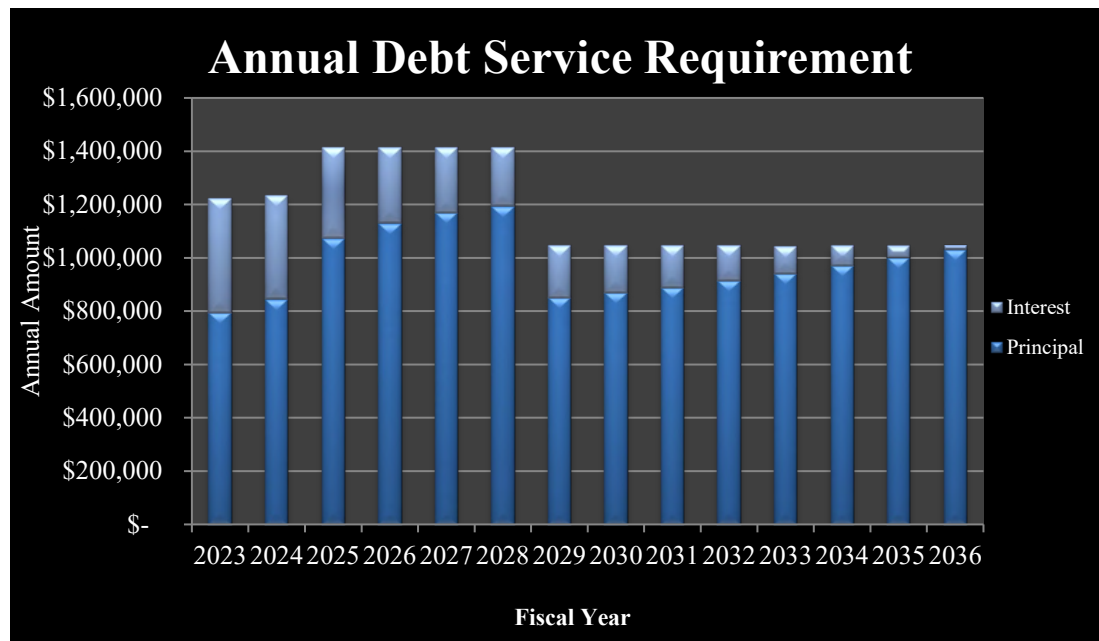
***BAYTOWN
REINVESTMENT
ZONE #1***

**BAYTOWN TAX REINVESTMENT ZONE #1 FUND 216
BUDGET SUMMARY**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Sources of Funding				
TIRZ Increment - City	\$ 2,347,881	\$ 2,600,000	\$ 2,323,410	\$ 2,325,000
TIRZ Increment - Harris County	739,472	700,000	700,000	700,000
Total Sources	3,087,353	3,300,000	3,023,410	3,025,000
Uses of Funding				
Land Maintenance	189,961	250,000	250,000	275,000
Professional Services	191,332	161,300	269,716	30,000
TIRZ Improvements	-	3,364,000	550,000	-
TIRZ Fees (rooftops)	128,600	128,600	128,600	130,000
City Services	112,500	130,000	116,171	116,250
CO Debt Service-County	975,485	1,222,606	978,085	979,085
CO Debt Service-City	243,871	-	244,521	1,744,771
Total Uses	1,841,749	5,256,506	2,537,093	3,275,106
Excess (Deficit) Sources Over Uses	1,245,604	(1,956,506)	486,318	(250,106)
Working Capital - Beginning:				
Harris County	1,060,293	1,373,777	1,373,777	1,095,692
City of Baytown	1,442,991	2,375,110	2,375,110	3,139,513
Total	2,503,284	3,748,887	3,748,887	4,235,204
Working Capital - Ending:				
Harris County	1,373,777	851,171	1,095,692	816,607
City of Baytown	2,375,110	941,210	3,139,513	3,168,491
Total	\$ 3,748,887	\$ 1,792,381	\$ 4,235,204	\$ 3,985,098

BAYTOWN TAX REINVESTMENT ZONE #1 FUND 216
ANNUAL REQUIREMENT TO AMORTIZE BONDED DEBT

Fiscal Year	Principal	Interest	Annual Requirement	Principal Outstanding
2023	\$ 795,000	\$ 428,856	\$ 1,223,856	\$ 12,880,000
2024	845,000	387,856	1,232,856	12,035,000
2025	1,075,000	339,856	1,414,856	10,960,000
2026	1,130,000	284,731	1,414,731	9,830,000
2027	1,170,000	244,781	1,414,781	8,660,000
2028	1,195,000	220,384	1,415,384	7,465,000
2029	850,000	198,125	1,048,125	6,615,000
2030	870,000	178,231	1,048,231	5,745,000
2031	890,000	156,775	1,046,775	4,855,000
2032	915,000	131,925	1,046,925	3,940,000
2033	940,000	104,100	1,044,100	3,000,000
2034	970,000	75,450	1,045,450	2,030,000
2035	1,000,000	45,900	1,045,900	1,030,000
2036	1,030,000	15,450	1,045,450	-
	\$ 13,675,000	\$ 2,812,422	\$ 16,487,422	\$ -



BAYTOWN TAX REINVESTMENT ZONE #1 FUND 216
DETAIL DEBT AMORTIZATION SCHEDULE

Certificates of Obligation		Funding: TIRZ					\$ 17,635,000
Series 2016		Date of Issue - July 19, 2016					Term - 20 Years
Fiscal Year	Interest Rate	Principal Due 02/01	Interest Due 02/01	Interest Due 08/01	Total Interest	Annual Requirement	Principal Outstanding
2017	5.00%	\$ 570,000	\$ 335,163	\$ 299,966	\$ 635,129	\$ 1,205,129	\$ 17,065,000
2018	2.00%	610,000	299,966	293,866	593,831	1,203,831	16,455,000
2019	5.00%	635,000	293,866	277,991	571,856	1,206,856	15,820,000
2020	5.00%	675,000	277,991	261,116	539,106	1,214,106	15,145,000
2021	5.00%	715,000	261,116	243,241	504,356	1,219,356	14,430,000
2022	5.00%	755,000	243,241	224,366	467,606	1,222,606	13,675,000
2023	5.00%	795,000	224,366	204,491	428,856	1,223,856	12,880,000
2024	5.00%	845,000	204,491	183,366	387,856	1,232,856	12,035,000
2025	5.00%	1,075,000	183,366	156,491	339,856	1,414,856	10,960,000
2026	5.00%	1,130,000	156,491	128,241	284,731	1,414,731	9,830,000
2027	2.00%	1,170,000	128,241	116,541	244,781	1,414,781	8,660,000
2028	2.13%	1,195,000	116,541	103,844	220,384	1,415,384	7,465,000
2029	2.25%	850,000	103,844	94,281	198,125	1,048,125	6,615,000
2030	2.38%	870,000	94,281	83,950	178,231	1,048,231	5,745,000
2031	2.50%	890,000	83,950	72,825	156,775	1,046,775	4,855,000
2032	3.00%	915,000	72,825	59,100	131,925	1,046,925	3,940,000
2033	3.00%	940,000	59,100	45,000	104,100	1,044,100	3,000,000
2034	3.00%	970,000	45,000	30,450	75,450	1,045,450	2,030,000
2035	3.00%	1,000,000	30,450	15,450	45,900	1,045,900	1,030,000
2036	3.00%	1,030,000	15,450	-	15,450	1,045,450	-
		\$ 17,635,000	\$ 3,229,735	\$ 2,894,572	\$ 5,218,351	\$ 23,759,307	\$ -

Call Option: Bonds maturing on 02/01/2027 to 02/01/2036 callable in whole or in part on any date beginning 02/01/2027 @ par.

CITY OF BAYTOWN
CAPITAL IMPROVEMENT PROGRAM
FISCAL YEAR 2022-23

The Capital Improvement Program (CIP) is the City's multi-year plan for the acquisition and construction of municipal public improvements. Projects included in the CIP are usually street & sidewalk improvements, public utilities, drainage projects, recreational facilities and economic development projects. Projects within the CIP reflect the community's values and goals, and are a key component in implementing City Council policies.

Capital Project Planning

The Capital Project Planning process is an ongoing assessment of the physical needs of the community and is inclusive of all City functions. Projects are placed in the CIP based on a variety of factors: maintenance of existing infrastructure, compliance with regulatory requirements, management of community growth, execution of city-wide or asset-specific master plans, or to mitigate the effects of natural disasters. The CIP planning process is integral to the development of the City's longer-range strategies.

Capital Project Budgeting

Funding for CIP projects is provided primarily from the following sources:

- Property taxes
- Sales tax revenue from the Municipal Development District (MDD) and other special districts
- Revenues generated by the City's enterprise funds, e.g. Water & Sewer charges, Impact Fees etc.
- Grants or loans from FEMA, CDBG, Harris County, Harris County Flood Control District, H-GAC, and the Texas Water Development Board,
- Baytown Area Water Authority (BAWA)
- Hotel Occupancy Tax
- Economic Development Agreements
- Baytown Tax Increment Reinvestment Zone #1 (TIRZ)

Projects funded either entirely or partially by the Municipal Development District (MDD) have been approved by the MDD Board. Similarly, projects funded by BAWA and the TIRZ have been approved by those governing boards.

CITY OF BAYTOWN
CAPITAL IMPROVEMENT PROGRAM FUND (CIPF) 351
BUDGET SUMMARY

	Actual	Budget	Estimated	Proposed
	2020-21	2021-22	2021-22	2022-23
Revenues				
Interest on Investments	\$ 8,936	\$ 36,500	\$ 45,000	\$ 150,000
Transfer in for Capital Improvements	6,142,000	13,500,000	13,500,000	18,000,000
Other Financing Sources	-	-	-	25,000,000
Total Revenues	6,150,936	13,536,500	13,545,000	43,150,000
Expenditures				
CIP Project Management	507,583	695,257	760,836	2,104,000
Fire Training Center PIH	442,505	-	78,350	-
Signal - Annual Modernization Project	413,085	475,000	258,205	758,039
Signal - Annual Communication Project		300,000	660	599,340
Intersection Rewiring Program	35,220	122,347	-	164,780
Completed and closed Projects	569,321	-	-	-
Comprehensive Plan		100,000	-	100,000
Cedar Bayou Crossing	1,446	600,000	275,490	389,509
Parks Planning		400,000	83,333	316,667
Citizens Bank / Utility Service Building	44,204	712,248	133,687	659,751
Market Street Revitalization		7,228,000	545,676	6,482,324
Roseland Park Pavilion	27,131	692,660	1,044,964	1,379,045
Municipal Court Renovation	-	105,000	16,293	88,707
Goose Creek Trail Phase 7	-	-	31,776	274,224
Street Reconstruction Design (Residential)	-	600,000	200,000	400,000
John Martin Widening PER	-	200,000	-	200,000
Sidewalk Master Plan Implementation	-	400,000	10,000	590,000
West Texas Ave Drainage	13,017	1,000,000	533,545	525,415
IH-10 Intersection Improvements TR2106	1,416	299,000	114,500	239,084
PWE Building Renovation	470,791	325,739	124,176	-
Garth Road Design	1,626,862	2,700,000	-	5,073,138
Fire Station #4 - Female Facilities	14,477	-	171,877	46,112
Fire Station Alerting System	355,180	-	44,820	-
Newcastle Park Renovation	-	-	350,000	-
North Alexander Traffic Signal Relocation Prgm	-	790,000	730,000	850,000
Grant Match (Including HC Transit)	-	750,000	-	-
Emergency Traffic Signal Equipment Replacement	-	350,000	100,000	600,000
West Baker from Garth Road to Decker	-	500,000	-	500,000
Cedar Bayou Lynchburg	-	2,700,000	-	-
City Facility PER	-	1,000,000	-	79,000
Fire Station Fencing	-	225,000	47,638	277,362
Traffic Building	-	470,000	69,750	550,250
Allenbrook, Edgebrook, Narcile	-	-	228,623	-
Equipment Storage	-	300,000	102,000	198,000
Evergreen Golf Course	-	-	1,000,000	5,000,000
Public Safety Building Fuel Island	-	-	-	835,000
Emergency Ops Center Expansion	-	-	-	300,000
Parks Operations Center Phase II	-	-	-	400,000
Bicentennial Park Stage Replacement	-	-	-	150,000
Annual Renewal of Asphalt Streets	-	-	-	2,500,000
Dolphin Harbor and Canvasback Streets	-	-	-	225,000
Diamond Intersection Conversion to Adaptive Timin	-	-	-	150,000
Public Safety Building	-	-	-	2,500,000

CITY OF BAYTOWN
CAPITAL IMPROVEMENT PROGRAM FUND (CIPF) 351
BUDGET SUMMARY

	Actual	Budget	Estimated	Proposed
	2020-21	2021-22	2021-22	2022-23
Public Works Center Renovation	-	-	-	140,000
Fire Station 2 Replacement	-	-	-	1,700,000
Fire Station 4 Remodel	-	-	-	150,000
Municipal Court	-	-	-	840,000
Environmental Health Dept	-	-	-	650,000
Public works Equipment Storage Canopy	-	-	-	-
Facility ADA Compliance	-	-	-	200,000
South Command Fire	-	-	-	150,000
Sterling Library	-	-	-	260,000
Facilities Maintenance	-	-	-	-
Fire Station 5	-	-	-	110,000
Mosquito Control	-	-	-	170,000
Fire Station 6	-	-	-	100,000
Fire Station 7	-	-	-	50,000
Russell Park Drainage	-	-	-	-
American Little League Park Improvements	-	-	-	850,000
Wayne Gray Park & Parking Improvements	-	-	-	-
Jenkins Park Clubhouse	-	-	-	270,000
Bayland Marina Park	-	-	-	150,000
100 Block of Town Square	-	-	-	200,000
Garth Road Reconstruction	-	-	-	-
Market Street Revitalization	-	-	-	7,798,876
Neighborhood Street Reconstruction	-	-	-	4,600,000
North Main Street Pavement Preservation	-	-	-	3,500,000
I-10 Intersection Improvements	-	-	-	3,000,000
Police Range Training Facility	-	-	-	700,000
Fire Boat	-	-	-	600,000
Art League Building Renovation	-	-	-	250,000
Transfer to Debt Service	-	-	1,500,000	-
New Capital Project Initiatives	-	2,265,037	-	896,131
Total Expenditures	4,522,238	26,305,288	8,556,199	62,839,754
Excess (Deficit) Revenues Over Expenditures	1,628,698	(12,768,788)	4,988,801	(19,689,754)
Working Capital - Beginning	13,072,255	14,700,953	14,700,953	19,689,754
Working Capital - Ending	\$ 14,700,953	\$ 1,932,165	\$ 19,689,754	\$ -

CITY OF BAYTOWN
WATER & SEWER - CAPITAL IMPROVEMENT PROGRAM FUND (CIPF) 527
BUDGET SUMMARY

	Actual 2020-2021	Budget 2021-22	Estimated 2021-2022	Proposed 2022-23
Revenues				
Interest on Investments	\$ 14,516	\$ 11,000	\$ 58,713	\$ 72,500
American Rescue Plan Award Funds	-	15,000,000	-	15,000,000
Contributions	1,841,600	-	-	-
Transfer from Water & Sewer Fund	5,674,278	7,850,215	7,850,215	3,000,000
Other Financing Sources	-	-	-	20,000,000
Total Revenues	7,530,394	22,861,215	7,908,928	38,072,500
Expenditures				
Utility Project Management	377,426	878,026	900,000	1,472,884
Utility Project Management Spec Serv	-	200,000	-	-
NEWWTP - Copper & Zinc Study	9,539	-	49,340	-
Lannie LS Imp. & WW Model & Targeted Strategic Plan	1,428	298,821	283,632	714,940
Texas Avenue Lift Station Improvements	-	390,000	-	390,000
EDWWTP Phase 2 Rehabilitation	49,647	-	-	2,305,887
Citizen Bank/Utility Services Bldg	-	440,000	58,749	1,581,251
Annual Waterline Rehabilitation	249,758	1,000,000	789,888	1,988,832
Annual Sewer Sanitary Rehabilitation	642,788	1,000,000	1,010,000	1,840,377
EDWWTP Phase 1 Rehabilitation	4,970	779,924	-	1,051,204
WDWWTP - Second Feed	101,232	3,297,934	99,500	3,198,434
Plumwood Subdivision SS Rehab	-	446,000	-	-
REL High School Drainage Route	98,315	-	534,489	1,208,796
Completed and Closed Projects	435,582	-	-	-
Central District Q-Basin	-	-	148,350	-
Lift Station Upgrades & Winterization	-	100,000	-	-
Annual Lift Station Rehabilitation	-	500,000	-	1,000,000
Bayway Waterline & Pedestrian Mobility Design	-	700,000	-	-
Elevated Storage Tank Painting and Repairs	-	250,000	-	250,000
PSLIP Partnership Program	-	250,000	-	250,000
ARP-WWTP & Water Well Winterization Analysis & Design	-	1,000,000	-	1,000,000
ARP-WWTP SCADA Install and Upgrades	-	10,000,000	-	10,000,000
ARP-WDWWTP Building Upgrades	-	2,000,000	-	2,000,000
ARP-CDWWTP Equipment and Operations Efficiency Project	-	2,000,000	-	2,000,000
Sjolander/Crosby Cedar Bayou Utilities	-	-	-	3,779,778
Connally Annexation Utilities	-	-	-	2,000,000
Trunkline Sewer Evaluation and Rehab	-	-	-	250,000
Abbe Addition Lift Station	-	-	-	250,000
Transite Pipe Waterline Replace Program	-	-	-	700,000
West District WWTP Plant 1 Rehab	-	-	-	7,000,000
CDWWTP Operations Efficiency Project Phase 2	-	-	-	300,000
Water Meter Replacement Program	-	-	-	2,250,000
East District Phase 1 Rehabilitation	-	-	-	710,000
New Capital Project Initiatives	-	2,046,820	-	1,554,962
Total Expenditures	1,970,685	27,577,525	3,873,948	51,047,346
Excess (Deficit) Revenues Over Expenditures	5,559,710	(4,716,310)	4,034,981	(12,974,846)
Working Capital - Beginning	3,380,157	8,939,866	8,939,866	12,974,846
Working Capital - Ending	\$ 8,939,866	\$ 4,223,556	\$ 12,974,846	\$ -

This section consists of various funds designated for a single purpose. The presentation is a matter of information. Authorization is received by a grant, contractual arrangement, legislative requirement or budget appropriation in other funds. The funds presented are as follows:

- **Street Maintenance Sales Tax (Fund 211)**

In 2001 the Texas Legislature passed House Bill 445, which allows cities to raise their local sales tax rate by 0.25 percent if the funds are dedicated to street maintenance and repair. On May 15, 2004, in the general election, the citizens of the City of Baytown voted to authorize the imposition of a street maintenance sales tax. This sales tax must be reapproved every four years by voters or it will expire. The tax was reauthorized by voters in November 2019. This fund accounts for the revenues collected from this sales tax and may only be used to maintain and repair municipal streets or sidewalks existing on the date of the election to adopt the tax. Sidewalks were added as an approved use in the 84th Texas Legislative Session.

- **Community Development Block Grant Fund (Fund 270)**

CDBG is funded through grants from the Department of Housing and Urban Development under its Entitlement Program and is used to carryout the initiatives of developing viable communities within the City of Baytown. The City's initiatives under this program are to provide decent housing, suitable living environment, and expanding economic opportunities for low- and moderate-income persons within the CDBG targeted areas.

- **Water & Sewer Impact Fee Fund (Fund 529)**

These fees are designed to ensure that new developments pay their fair share share of the costs of capital improvements to water and wastewater infrastructure necessitated by and attributable to such developments.

- **Capital Replacement Fund (Fund 350)**

The Capital Replacement Fund (CRF) was established to improve and maintain the City's non-infrastructure capital, including, but not limited to, such items as vehicles, equipment, computer software and hardware. Items included in the CRF are usually expensive, non-recurring items that have a useful life that spans more than one year.

- **Bayland Island Operations Fund (Fund 540)**

The activity relating to the leasing of facilities at Bayland Island is recorded in the Bayland Island Operations Fund.

- **Medical Benefits Fund (Fund 560)**

The Internal Service Risk Management Fund for medical benefits includes premium payments and claims for the City's self-funded health and dental program. The City fully funds a reserve for claims incurred but not reported and maintains adequate reserves to cover unexpected spikes in plan costs.

- **Workers Compensation Fund (Fund 561)**

The Internal Service Risk Management fund for workers compensation includes activities associated with the administration of the City's self-funded workers compensation program. The target reserve level for the Workers Compensation Risk Management fund is to maintain between a 90 to 120 days reserve to cover unexpected spikes in plan costs. The City funds a reserve for claims incurred but not reported.

- **Other Miscellaneous Funds**

- ❖ ***Municipal Court Special Revenue Fund (Fund 201)***

- Municipal Court Building Security**

- This accounts for the fees levied to fund the bailiff service for the Municipal Court.

- Municipal Court Technology**

- This accounts for the fees levied to fund the technological needs of the Municipal Court.

- RAP Program**

- This program is funded by a \$15 mandated fee which is added to all municipal court cases in which the defendant takes over thirty days to pay for assessed fines. Half of the fifteen-dollar fee is retained by the city, the other half is sent to the state. The City of Baytown has primarily used their portion of the payment to fund our juvenile alternative sentencing program (R.A.P.). The R.A.P. program which stands for Responsibility, Accountability, and Pride is a community service program. Juveniles are supervised and perform community service (clean-up, graffiti, trash pickup, mowing of yards, washing cars) in lieu of payment of assessed fines.

- Juvenile Case Manager**

- The Juvenile Case Manager is vital to our organization in which it opens up communication with the courts and opportunities relating to juveniles. This is a self-funded position by which a \$5.00 fee is added to each citation that is processed through the Municipal Court. The funds allocated from these fees must go to specific causes such as salary, training, and supplies associated with this position.

- ❖ ***Parks and Recreation Special Revenue Fund (Fund 209)***

- This fund accounts for special contributions from individual and corporate groups dedicated to special programs within the Parks and Recreation Department that are not part of the normal operating budget.

- ❖ ***Hazmat/Homeland Security Special Revenue (Fund 210)***

- Weapons of Mass Destruction/Hazardous Materials**

- This program will account for expenses and revenues associated with responses to incidents involving hazardous material spills outside the City or on behalf of non-residents.

- ❖ ***Police Forfeitures (Fund 225)***

- Special funds designated for programs outside the normal operating police budget. Funds are received through forfeitures of seized funds and contributions.

- ❖ ***Family/Youth Programs (Fund 226)***

- Drug Awareness Resistance Education (D.A.R.E.) Project**

- This program provides Gangs and Drugs educational training to middle school students within the local independent school district. This educational training is provided by officers from the City of Baytown's Police Department and is funded with \$100k per year through an intergovernmental partnership with the Goose Creek Consolidated Independent School District and the City of Baytown. Child Safety Fees and DARE Donations help to offset the City's share for this project. Pursuant to Article 102.014 of the Texas Code of Criminal Procedure, the County assesses a Child Safety Fee in the amount of \$25 against drivers that receive violations in school zones and remits the fee to the City monthly.

❖ ***Police Academy Fund (Fund 228)***

The academy provides in-service firearms training to City of Baytown police officers as well as providing training to new recruits and officers from other agencies at the Sgt. P.E. Badillo Firearms Training Center. This program is funded by fees charged to the Drug Enforcement Agency (DEA) for their use of the Firearms Training Center.

❖ ***Odd Trust and Agency Fund (Fund 231)***

This fund accounts for several miscellaneous programs including funds received from the local industrial plants and districts for the City to provide fire fighting and rescue services that are not included as a part of the Fire Department's operating budget, municipal beautification efforts and the public community improvement program funded by a portion of industrial district agreement revenues.

❖ ***High Intensive Drug Trafficking Area Fund (Fund 241)***

HIDTA is a multi-jurisdictional law enforcement program, funded by grants from the Office of National Drug Control Policy (ONDCP), which operates under the direction of the City of Baytown's Police Department. The City of Baytown serves as the Administrator of HIDTA funds to the Director's office. The Director's office ensures program compliance with ONDCP guidelines. While the City does not have operational control or responsibility over the Director's activities, it does maintain critical oversight and management accountability of designated HIDTA funds.

❖ ***Library Grant Fund (Fund 266)***

This fund accounts for local grant funds from the State of Texas Library and the Texas State Library & Archives Commission (TSLAC). These funds are restricted to maintaining, improving, and enhancing local library services, and to provide Texans who are not residents of a particular local community access to and services from participating public libraries in Texas. Contributions and donations fund special library programs that are not part of the regular operating budget.

❖ ***Summer Youth Job Program Fund (Fund 280)***

This fund is to account for contributions received from local businesses and individuals in support of the Mayor's Summer Job Program.

❖ ***Baytown Nature Center Fund (Fund 296)***

This fund helps pay for the Baytown Nature Center, a 420-acre nature preserve used for fishing, birding, hiking, picnicking and environmental education, and consists of upland wooded areas, salt marshes, trails, fishing piers and educational pavilions.

❖ ***Wetlands Education and Recreation Center Operating Fund (Fund 298)***

Lee College, Goose Creek ISD, local industry, private contributions, and the City of Baytown fund this initiative, which provides environmental education and recreation to local people.

❖ ***Wetlands Education and Recreation Center Fund - Special Projects (Fund 299)***

Special contributions from Industry or other groups dedicated for the Wetlands Education and Recreation Center for improvements or activities.

CITY OF BAYTOWN
STREET MAINTENANCE TAX FUND 211
FY2022-23 BUDGET SUMMARY

	Actual 2020-2021	Budget 2021-2022	Estimated 2021-2022	Proposed 2022-2023
Revenues				
Sales Tax	\$ 4,788,380	\$ 3,974,648	\$ 4,998,509	\$ 4,800,000
Interest on Investments	1,495	3,105	3,967	4,086
Miscellaneous				
Total Revenues	4,789,875	3,977,753	5,002,475	4,804,086
Expenditures				
Personnel Services	1,374,813	1,582,603	1,209,086	1,673,042
Supplies	50,272	39,000	55,706	40,500
Maintenance	1,380,407	2,732,194	2,737,451	3,009,000
Services	443,723	512,644	471,016	512,644
Total Operating	3,249,214	4,866,441	4,473,259	5,235,186
Capital Outlay	207,898	303,000	-	120,000
Unforeseen/New Initiatives	36,500	400,315	-	200,000
Total Expenditures	3,493,612	5,569,756	4,473,259	5,555,186
Excess (Deficit) Revenues				
Over Expenditures	1,296,263	(1,592,003)	529,216	(751,100)
Working Capital - Beginning	3,136,451	4,432,713	4,432,713	4,961,930
Working Capital - Ending	\$ 4,432,713	\$ 2,840,710	\$ 4,961,930	\$ 4,210,829

CITY OF BAYTOWN
COMMUNITY DEVELOPMENT BLOCK GRANT FUND 270
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
CDBG - Entitlement	\$ 1,431,871	\$ 752,604	\$ 543,185	\$ 768,477
Program Income	12,764	5,000	-	-
Total Revenues	1,444,635	757,604	543,185	768,477
Expenditures				
CDBG Administration	109,882	128,625	105,830	132,695
Substandard Structures Abatement (Demolition)	122,994	120,000	78,456	120,000
CD Housing Program	336,722	360,000	344,198	400,432
TBD	-	9,478	-	-
Neighborhood Improvement Program	13,432	20,000	9,701	20,000
Love Network Hands of The Carpenter	3,742	5,000	-	5,000
Love Network Transportation Program	13,711	78,175	-	50,000
Love Network Shoe Program	3,117	-	-	12,000
Baytown Soccer Complex	-	27,326	-	-
Patsy's Destiny Wheelchair Playground	-	5,000	5,000	-
Bay Area Homeless Services	135	4,000	-	4,000
Bay Area Turning Point	1,300	-	-	-
Baytown Evening Optimist	960	-	-	2,400
Communities in Schools	-	-	-	7,000
Hearts and Hands	-	-	-	10,750
Talent Yield Coalition	-	-	-	4,200
Job Readiness Training	4,918	-	-	-
COVID	110,027	-	-	-
TERAP	21,874	-	-	-
TDHCA	84,375	-	-	-
Total Operating	827,189	757,604	543,185	768,477
Capital Outlay	617,446			
Total Expenditures	1,444,635	757,604	543,185	768,477
Excess (Deficit) Revenues Over Expenditures				
	-	-	-	-
Fund Balance-Beginning	-	-	-	-
Fund Balance-Ending	\$ -	\$ -	\$ -	\$ -

CITY OF BAYTOWN
WATER & SEWER - IMPACT FEES 529
BUDGET SUMMARY

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Impact Fees - Water & Sewer	\$ 3,735,525	\$ 1,698,384	\$ 4,416,681	\$ 2,504,864
Interest Earnings	-	7,250	-	-
Total Revenues	<u>3,735,525</u>	<u>1,705,634</u>	<u>4,416,681</u>	<u>2,504,864</u>
Expenditures				
West District WWTP - Second Feed	-	-	43,091	256,909
I-10 #1 Lift Station Improvements	40,950	2,803,611	742,128	8,810,894
Sjolander/Crosby, Cedar Bayou, Barkuloo Utilities	-	256,034	-	1,767,100
BAWA East- Far North Transmission Line	-	1,539,924	-	1,539,924
Water & Sewer Impact Fees	70,920	-	-	-
Debt Service Transfer	-	-	-	1,100,000
New Capital Project Initiatives	-	5,919,554	-	5,398,775
Total Expenditures	<u>111,870</u>	<u>10,519,123</u>	<u>785,219</u>	<u>18,873,602</u>
Revenues Over (Under) Expenditures	3,623,655	(8,813,489)	3,631,462	(16,368,738)
Working Capital - Beginning	<u>9,113,621</u>	<u>12,737,276</u>	<u>12,737,276</u>	<u>16,368,738</u>
Working Capital - Ending	<u>\$ 12,737,276</u>	<u>\$ 3,923,787</u>	<u>\$ 16,368,738</u>	<u>\$ -</u>

CITY OF BAYTOWN
CAPITAL REPLACEMENT FUND (CRF) 350
BUDGET SUMMARY

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Sources				
Operating transfers - GF	\$ 1,876,285	\$ 5,756,964	\$ 5,756,964	\$ 7,264,500
Operating transfers - Street Maintenance	36,500	-	-	-
Operating transfers - General CIP	36,500	40,000	40,000	-
Operating transfers - Sanitation	186,500	510,000	510,000	-
Operating transfers - W&S	143,000	645,000	645,000	88,000
Operating transfers - Garage	-	61,000	61,000	-
Operating transfers - Storm Water Utility	155,500	470,500	470,500	496,000
Total Sources	<u>2,434,285</u>	<u>7,483,464</u>	<u>7,483,464</u>	<u>7,848,500</u>
Fire Department	-	357,424	-	-
Police	-	163,000	11,500	153,500
Municipal Court	-	55,315	-	-
Information Technology	963,604	6,513,125	2,439,625	5,913,125
Traffic	-	345,635	-	-
Streets	-	107,001	-	-
Streets - Sweeper	-	220,000	-	-
Public Works Land Purchase	-	60,000	-	-
Vehicle Replacement	-	3,301,464	3,305,868	3,238,000
ADA Upgrades	-	500,000	-	-
Roof & HVAC Upgrades	-	1,000,000	-	1,500,000
General Overhead	1,386,643	-	660,292	-
New Initiatives	-	1,113,584	-	1,235,491
Total Uses	<u>2,350,246</u>	<u>13,736,548</u>	<u>6,417,286</u>	<u>12,040,116</u>
Net source (use) of resources	84,039	(6,253,084)	1,066,178	(4,191,616)
Working capital - beginning	<u>7,271,830</u>	<u>7,355,869</u>	<u>7,355,869</u>	<u>7,355,869</u>
Working capital - ending	<u><u>\$ 7,355,869</u></u>	<u><u>\$ 1,102,785</u></u>	<u><u>\$ 8,422,047</u></u>	<u><u>\$ 3,164,253</u></u>

CITY OF BAYTOWN
BAYLAND ISLAND OPERATIONS FUND 540
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Lease of Facilities	\$ 55,595	\$ 60,342	\$ 55,306	\$ 55,027
Transfers In	208,870	-	-	-
Total Revenues	264,466	60,342	55,306	55,027
Expenditures				
Supplies	-	1,500	1,500	1,500
Maintenance	18,343	35,570	33,050	33,070
Services	121	225	225	225
Total Operating	18,464	37,295	34,775	34,795
Excess (Deficit) Revenues Over Expenditures				
	246,002	23,047	20,531	20,232
Working Capital - Beginning	190,269	436,271	436,271	456,802
Working Capital - Ending	\$ 436,271	\$ 459,318	\$ 456,802	\$ 477,034

CITY OF BAYTOWN
MEDICAL BENEFITS FUND 560
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Dept Billings	\$ 16,294,429	\$ 15,971,780	\$ 12,525,690	\$ 15,254,857
Dept Billings - Dental	378,415	378,552	346,892	361,450
Dept Billings - Vision	113,835	120,750	100,183	120,750
Stop Loss	1,112,612	1,200,000	1,071,678	976,694
Retiree Insurance	830,275	750,000	741,739	331,509
Employee Insurance Premium	1,272	3,965	1,585	2,825
Miscellaneous	13,400	22,500	31,364	22,500
Total Revenues	18,744,239	18,447,547	14,819,131	17,070,585
Expenditures				
Supplies	257	800	-	1,200
Services	572,590	788,040	618,684	751,800
Claim Payments	11,705,666	11,690,000	11,880,281	13,180,000
Administrative Fees	3,603,862	4,361,614	3,901,315	4,289,430
Total Operating	15,882,374	16,840,454	16,400,280	18,222,430
Total Expenditures	15,882,374	16,840,454	16,400,280	18,222,430
Excess (Deficit) Revenues Over Expenditures	2,861,865	1,607,093	(1,581,149)	(1,151,845)
Fund Balance - Beginning	11,414,806	14,276,671	14,276,671	12,695,522
Fund Balance - Ending	\$ 14,276,671	\$ 15,883,764	\$ 12,695,522	\$ 11,543,676

CITY OF BAYTOWN
WORKERS COMPENSATION FUND 561
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Departmental Billings	\$ 1,206,295	\$ 1,073,513	\$ 1,175,259	\$ 1,030,096
Total Revenues	1,206,295	1,073,513	1,175,259	1,030,096
Expenditures				
Personnel Services	101,510	105,083	94,360	108,895
Supplies	21,666	45,800	37,743	45,800
Services	3,029	56,150	51,467	56,150
Claim Payments	94,023	390,000	309,109	450,000
Administrative Fees	151,225	204,300	204,308	235,000
Unforeseen/New Initiatives	-	500,000	-	500,000
Total Expenditures	371,453	1,301,333	696,987	1,395,845
Excess (Deficit) Revenues Over Expenditures	834,842	(227,820)	478,272	(365,749)
Fund Balance - Beginning	1,885,009	2,719,851	2,719,851	3,198,122
GAAP to budget basis adjustment				
Fund Balance - Ending	\$ 2,719,851	\$ 2,492,031	\$ 3,198,122	\$ 2,832,374

OTHER MISCELLANEOUS FUNDS

This section includes other funds with restricted uses. These are budgeted for the use of all available funds received to date. As new monies are received throughout the budget year, they will be presented to Council for acceptance and appropriation.

CITY OF BAYTOWN
MUNICIPAL COURT SPECIAL REVENUE FUND 201
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Miscellaneous	\$ 790	\$ 832	\$ 911	\$ 832
Charges for Services	113,915	125,165	127,953	124,846
Interest on Investments	158	1,938	909	1,943
Transfers in	115,814	164,272	146,020	96,353
Total Revenues	230,677	292,207	275,792	223,974
Expenditures				
Building Security	75,635	91,710	74,200	96,014
MUC Technology	78,475	97,853	101,776	100,166
RAP Program	10,301	26,519	7,902	13,140
Marshal Training Program	450	1,677	-	-
Juvenile Case Manager	85,325	89,921	45,804	93,569
Vital Stat Training	117	16,534	-	-
Jury Fund	-	1,196	-	-
Total Expenditures	250,303	325,410	229,682	302,889
Excess (Deficit) Revenues Over Expenditures				
	(19,625)	(33,203)	46,110	(78,914)
Working Capital - Beginning	52,429	32,804	32,804	78,914
Working Capital - Ending	\$ 32,804	\$ (399)	\$ 78,914	\$ -

CITY OF BAYTOWN
PARKS & RECREATION ESCROW SPECIAL REVENUE FUND 209
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Contribution	\$ 28,792	\$ 8,090	\$ 46,508	\$ 70,590
Total Revenues	28,793	8,090	46,508	70,590
Expenditures				
Wearing Apparel	12,353	1,430	2,584	6,000
Education	573	-	1,065	-
Botanical	6,564	-	-	-
Supplies	19,491	1,430	3,649	6,000
Buildings Maintenance	(1,210)	-	-	-
Maintenance	(1,210)	-	-	-
Service Awards	-	-	-	1,500
Other Professional Fees	2,844	-	320	1,500
Services	2,844	-	320	3,000
Total Operating Expenses	21,125	1,430	3,969	9,000
Furniture & Fixtures < \$5000	222,706	-	-	-
Constuction	8,375	-	2,800	-
Total Capital Outlay	231,081	-	2,800	-
Unforeseen / New Initiatives	-	201,755	-	299,475
Total Expenditures	252,206	203,185	6,769	308,475
Excess (Deficit) Revenues Over Expenditures				
	(223,413)	(195,095)	39,738	(237,885)
Working Capital - Beginning	421,560	198,147	198,147	237,885
Working Capital - Ending	\$ 198,147	\$ 3,052	\$ 237,885	\$ -

CITY OF BAYTOWN
HAZMAT/HOMELAND SECURITY SPECIAL REVENUE FUND 210
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Dept of Homeland Security	\$ 466,795	\$ -	\$ 287,169	\$ 150,000
HazMat Billings	142,552	-	19,855	45,757
Miscellaneous Contributions	989	-	768	-
Miscellaneous Billings	-	900	-	1,000
Total Revenues	610,336	900	307,792	196,757
Expenditures				
Supplies	43,206	10,500	14,137	10,500
Maintenance	(40,359)	15,000	32,413	15,000
Services	85,049	3,388	53,550	3,768
Sundry	31,498	-	-	-
Unforeseen / New Initiatives	-	259,072	-	349,474
Total Operating	119,394	287,960	100,100	378,742
Furniture & Fixtures < \$5000	179,862	-	-	-
Machinery	315,676	-	384,550	-
Total Expenditures	614,932	287,960	484,650	378,742
Excess (Deficit) Revenues Over Expenditures				
	(4,596)	(287,060)	(176,858)	(181,985)
Working Capital - Beginning	363,439	358,843	358,843	181,985
Working Capital - Ending	\$ 358,843	\$ 71,783	\$ 181,985	\$ -

CITY OF BAYTOWN
POLICE FORFEITURES FUND 225
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Investment Interest	\$ 850	\$ 6,687	\$ 1,842	\$ 1,000
Forfeited Revenue	73,003	-	41,489	89,598
Miscellaneous Contributions	3,415	3,923	15,162	7,680
Total Revenues	77,267	10,610	58,492	98,278
Expenditures				
Supplies	1,992	-	97	-
Maintenance	26,677	-	12,198	-
Services	8,811	-	6,078	-
Unforeseen / New Initiatives	-	385,345	-	393,298
Total Operating	37,480	385,345	18,373	393,298
Furniture & Fixtures < \$5000	5,999	-	-	-
Machinery	37,273	-	-	-
Motor Vehicles	5,943	-	-	-
Other Equipment	-	-	9,500	-
Capital Outlay	49,214	-	9,500	-
Total Expenditures	86,694	385,345	27,873	393,298
Excess (Deficit) Revenues Over Expenditures	(9,427)	(374,735)	30,620	(295,020)
Working Capital - Beginning	273,827	264,400	264,400	295,020
Working Capital - Ending	\$ 264,400	\$ (110,335)	\$ 295,020	\$ -

CITY OF BAYTOWN
FAMILY & YOUTH PROGRAM FUND 226
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
GCCISD	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Child Safety Seat Fines	86,425	79,683	73,387	82,922
Transfers In	423,717	416,750	416,750	416,750
Total Revenues	610,142	596,433	590,137	599,672
Expenditures				
DARE	523,776	558,256	579,404	600,505
Special Police Programs	7,168	-	-	-
Child Safety Programs	13,263	38,177	55,000	29,650
Unforeseen / New Initiatives	-	5,815	-	-
Total Operating	544,207	602,248	634,404	630,155
Total Expenditures	544,207	602,248	634,404	630,155
Excess (Deficit) Revenues Over Expenditures	65,935	(5,815)	(44,267)	(30,483)
Working Capital - Beginning	8,815	74,750	74,750	30,483
Working Capital - Ending	\$ 74,750	\$ 68,935	\$ 30,483	\$ -

**CITY OF BAYTOWN
POLICE ACADEMY FUND 228
BUDGET SUMMARY BY FUND**

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Drug Enforcement Agency	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Miscellaneous	9,216	10,500	12,003	10,065
Total Revenues	35,766	35,500	37,003	35,065
Expenditures				
Maintenance	25,116	-	-	-
Services	3,603	10,500	2,213	3,000
Unforeseen / New Initiatives	-	103,982	-	155,050
Total Operating	28,719	114,482	2,213	158,050
Total Expenditures	28,719	114,482	2,213	158,050
Excess (Deficit) Revenues Over Expenditures	7,047	(78,982)	34,790	(122,985)
Working Capital - Beginning	81,148	88,195	88,195	122,985
Working Capital - Ending	\$ 88,195	\$ 9,213	\$ 122,985	\$ -

CITY OF BAYTOWN
ODD TRUST & AGENCY FUND 231
BUDGET SUMMARY BY FUND

	Actual	Budget	Estimated	Proposed
	2020-21	2021-22	2021-22	2022-23
Revenues				
Cable Franchise Fees	\$ 172,484	\$ 178,700	\$ 66,288	\$ 171,940
Department of Transportation	85,929	-	5,749	-
Harris County	47,250	-	-	-
Miscellaneous	239,348	355,221	94,470	384,455
Transfers In	21,482	-	1,437	-
Total Revenues	566,493	533,921	167,944	556,395
Expenditures				
Supplies	-	-	6,388	-
Services	16,249	-	5,776	-
Total Operating	16,249	-	12,164	-
Furniture & Fixtures < \$5000	74,384	-	95,019	-
Building & Improvements	-	-	6,388	-
Other Equipment	33,975	-	-	-
Engineering	107,412	-	-	-
Capital Outlay	215,771	-	101,406	-
Unforeseen / New Initiatives	-	1,040,084	-	412,268
Interfund Transfers	547,250	417,902	417,902	500,000
Total Expenditures	779,270	1,457,986	531,472	912,268
Excess (Deficit) Revenues				
Over Expenditures	(212,777)	(924,065)	(363,528)	(355,873)
Working Capital - Beginning	932,178	924,065	719,401	355,873
Working Capital - Ending	\$ 719,401	\$ -	\$ 355,873	\$ -

CITY OF BAYTOWN
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) FUND 241
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Office of National Drug Control Policy	\$ 2,298,112	\$ 1,087,176	\$ 2,376,803	\$ 995,960
Total Revenues	2,298,112	1,087,176	2,376,803	995,960
Expenditures				
Personnel Services	19,826	20,365	13,280	20,365
Supplies	192,656	75,000	301,076	75,000
Maintenance	3,186	1,700	1,700	1,700
Services	1,432,064	990,111	1,523,842	898,895
Total Operating	1,647,732	1,087,176	1,839,898	995,960
Capital Outlay	541,900	-	538,902	-
Total Expenditures	2,189,631	1,087,176	2,378,800	995,960
Excess (Deficit) Revenues Over Expenditures	108,481	-	(1,997)	-
Fund Balance - Beginning	(106,484)	1,997	1,997	-
Fund Balance - Ending	\$ 1,997	\$ 1,997	\$ -	\$ -

CITY OF BAYTOWN
LIBRARY SPECIAL REVENUE FUND 266
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Misc Contribution	\$ 47,224	\$ 56,362	\$ 39,358	\$ 38,500
Total Revenues	47,224	56,362	39,358	38,500
Expenditures				
Supplies	17,584	33,000	23,009	15,000
Services	29,367	33,000	35,752	37,200
Unforeseen	-	86,061	-	60,401
Total Operating	46,951	152,061	58,761	112,601
Excess (Deficit) Revenues Over Expenditures	273	(95,699)	(19,403)	(74,101)
Working Capital - Beginning	93,231	108,322	93,504	74,101
Working Capital - Ending	\$ 93,504	\$ 12,623	\$ 74,101	\$ -

CITY OF BAYTOWN
SUMMER YOUTH JOB PROGRAM FUND 280
BUDGET SUMMARY BY FUND*

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Misc Contributions	\$ -	\$ 50,000	\$ -	\$ 50,000
Total Revenues	-	50,000	-	50,000
Expenditures				
Personnel Services	-	37,724	-	35,000
Supplies	-	1,300	-	1,000
Services	-	11,000	-	8,000
Unforeseen / New Initiatives	-	16,899	-	22,923
Total Operating	-	66,923	-	66,923
Excess (Deficit) Revenues Over Expenditures				
	-	(16,923)	-	(16,923)
Working Capital - Beginning	16,923	16,923	16,923	16,923
Working Capital - Ending	\$ 16,923	\$ -	\$ 16,923	\$ -

* Restricted funds for summer youth job program.

CITY OF BAYTOWN
BAYTOWN NATURE CENTER FUND 296
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
User Fees	\$ 231,067	\$ 193,497	\$ 225,667	\$ 97,667
Overages/Shortages	139	110	-	127
Total Revenues	231,206	193,607	225,667	97,794
Expenditures				
Personnel	191,496	180,792	173,178	-
Supplies	4,128	13,450	9,200	13,450
Maintenance	-	2,000	-	2,000
Services	2,520	4,280	3,730	4,880
Unforeseen / New Initiatives	-	115,986	-	129,616
Total Operating	198,144	316,508	186,108	149,946
Total Expenditures	198,144	316,508	186,108	281,196
Excess (Deficit) Revenues Over Expenditures	33,062	(122,901)	39,559	(183,402)
Working Capital - Beginning	110,781	143,843	143,843	183,402
Working Capital - Ending	\$ 143,843	\$ 20,942	\$ 183,402	\$ -

CITY OF BAYTOWN
WETLANDS EDUCATION AND RECREATION CENTER FUND 298
OPERATIONS
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Revenues				
Goose Creek CISD	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Lee College	15,000	15,000	15,000	15,000
Contributions	12,983	6,703	3,486	6,500
Transfer In - General Fund	286,481	236,909	286,481	236,953
Total Revenues	354,464	298,612	344,967	298,453
Expenditures				
Personnel Services	306,453	321,743	278,394	349,683
Supplies	4,428	8,900	5,900	6,390
Maintenance	3,288	635	2,400	635
Services	17,634	6,809	18,960	3,719
Total Operating	331,803	338,087	305,654	360,427
Transfers Out	-	420	-	-
Total Expenditures	331,803	338,507	305,654	360,427
Excess (Deficit) Revenues Over Expenditures	22,661	(39,895)	39,313	(61,974)
Working Capital - Beginning	-	22,661	22,661	61,974
Working Capital - Ending	\$ 22,661	\$ (17,234)	\$ 61,974	\$ -

CITY OF BAYTOWN
WETLANDS EDUCATION AND RECREATION CENTER FUND 299
SPECIAL PROJECTS
BUDGET SUMMARY BY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Proposed 2022-23
Funding Sources				
Contributions	\$ 94,933	\$ 88,013	\$ 90,701	\$ 99,800
Total Revenues	94,933	88,013	90,701	99,800
Expenditures				
Personnel Services	40,313	83,670	57,720	90,125
Supplies	39,355	74,500	32,058	52,500
Maintenance	-	1,200	500	800
Services	8,639	23,998	33,591	15,079
Sundry	-	12,000	5,000	5,000
Unforeseen / New Initiatives	5,609	198,808		208,778
Total Operating	93,915	394,176	128,870	372,282
Excess (Deficit) Revenues Over Expenditures	1,018	(306,163)	(38,169)	(272,482)
Funds Available - Beginning	309,633	310,651	310,651	272,482
Funds Available - Ending	\$ 310,651	\$ 4,488	\$ 272,482	\$ -



FY23 Certification Pay Schedule

Effective: 9/26/2022

City-Wide	Monthly
Bilingual Incentive Pay	\$ 50.00
Bilingual Incentive Pay - Court Interpreter	\$ 100.00

Fire	Monthly		Monthly
Intermediate	\$ 100.00	Hazmat Certification Pay	\$ 50.00
Advanced	\$ 150.00	Hazmat Coordinator	\$ 150.00
Master	\$ 200.00	Hazmat Shift Leader	\$ 125.00
		Hazmat Team Member	\$ 100.00
Administrative Assignment Pay:			
Assistant Chief	\$ 100.00	Technical Rescue Team (TRT) Coordinator	\$ 150.00
Battalion/Division Chief	\$ 350.00	Technical Rescue Team (TRT) Shift Leader	\$ 125.00
Lieutenant	\$ 350.00		
Equipment Operator	\$ 350.00	Arson Investigator Assignment Pay	\$ 100.00
		Fire Marshal Assignment Pay	\$ 200.00
Associate's Degree	\$ 75.00		
Bachelor's Degree	\$ 125.00	Marine Program Coordinator	\$ 150.00
Master's Degree	\$ 150.00	Marine Program Shift Leader	\$ 125.00
		EMT-P FTO Assignment Pay	\$ 200.00
		Paramedic Certification Pay	\$ 500.00
Per EVT or ASE Certification	\$ 15.00	Mechanics - Up to \$150 max	

Municipal Court	Monthly		Monthly
Court Clerk Level I (CCCI)	\$ 75.00	TCOLE Intermediate	\$ 75.00
Court Clerk Level II (CCCI)	\$ 100.00	TCOLE Advanced	\$ 100.00
Certified Municipal Court Clerk (CMCC)	\$ 150.00	TCOLE Master	\$ 150.00

Planning & Development Services	Monthly
Texas Plumbing Inspectors License	\$ 108.33
One (1) ICC Certification	\$ 54.17
Two (2) ICC Certification	\$ 108.33
Three (3) ICC Certifications	\$ 162.50
Four (4) ICC Certifications	\$ 216.67

Police	Monthly		Monthly
Intermediate	\$ 100.00	FTO (Patrol Officer)	\$ 250.00
Advanced	\$ 175.00	FTO (Sgt)	\$ 100.00
Master	\$ 250.00	FTO (Coordinator)	\$ 100.00
Associate's Degree	\$ 75.00	Special Team Assignment Pay	\$ 100.00
Bachelor's Degree	\$ 125.00		
Master's Degree	\$ 150.00		
		Communications - Intermediate	\$ 100.00
		Communications - Advanced	\$ 200.00
		Communications - Master	\$ 300.00
		Communications CTO Incentive Pay	\$ 75.00
Per EVT or ASE Certification	\$ 15.00	Mechanics - Up to \$150 max	

Public Works	Monthly		Monthly
Ground Water Treatment B	\$ 100.00	Water Distribution C	\$ 75.00
Ground Water Treatment C	\$ 75.00		
Surface Water Treatment A	\$ 150.00	Wastewater Treatment A	\$ 150.00
Surface Water Treatment B	\$ 100.00	Wastewater Treatment B	\$ 100.00
Surface Water Treatment C	\$ 75.00	Wastewater Treatment C	\$ 75.00
		Wastewater Collection III	\$ 100.00
		Wastewater Collection II	\$ 75.00
Tool Allowance:			
Mechanics	\$ 100.00	CDL - DOT Hazmat Endorsement	\$ 30.00
Mechanic Helper	\$ 50.00		
IMSA A	\$ 150.00	Level 3 (Field Tech) + Level 1 (Roadway Lighting) + Level 1 (Signs and Markings)	
IMSA B	\$ 100.00	Level 2 (Field Tech) + Level 1 (Roadway Lighting) + Level 1 (Signs and Markings)	
IMSA C	\$ 75.00	Level 1 (Field Tech) + Level 1 (Roadway Lighting) + Level 1 (Signs and Markings)	
IMSA D	\$ 50.00	Level 1 (Roadway Lighting or Signs and Markings)	
Inspector A	\$ 50.00	Concrete Field Testing Technician - Grade I Certification or TXHMAC Level 1B	
Inspector B	\$ 75.00	Concrete Field Testing Technician Grade I Certification and TXHMAC Level 1B	
Inspector C	\$ 150.00	Inspector B + Water Class D Licensing or higher and Collection Class I or higher	
Per EVT or ASE Certification	\$ 15.00	Mechanics - Up to \$150 max	



FY23 Fire Salary Schedule

Effective: 9/26/2022

	Annual Salary	On Shift	80 Hours	Non Fire Cert
Probationary Fire Fighter	\$ 72,059	\$ 26.81	\$ 34.64	\$ 21.65

Fire Fighter Paramedic

Years in Rank	Annual Salary	On Shift
1	\$ 74,189	\$ 27.60
2	\$ 76,447	\$ 28.44
3	\$ 78,705	\$ 29.28
4	\$ 81,124	\$ 30.18
5	\$ 83,543	\$ 31.08
6	\$ 86,043	\$ 32.01
7	\$ 88,650	\$ 32.98

Fire Engineer

Tier	Years in Rank	Annual Salary	On Shift	80 Hours
1	0-6 mos	\$ 93,059	\$ 34.62	\$ 44.74
2	6 mos+	\$ 98,650	\$ 36.70	\$ 47.42

Lieutenant

Tier	Years in Rank	Annual Salary	On Shift	80 Hours
1	0	\$ 106,687	\$ 39.69	\$ 51.29
2	1+	\$ 112,009	\$ 41.67	\$ 53.86

Battalion Chief

Tier	Years in Rank	Annual Salary	On Shift	80 Hours
1	0	\$ 124,696	\$ 46.39	\$ 59.95
2	1+	\$ 130,959	\$ 48.72	\$ 62.96

Assistant Chief

Tier	Years in Rank	Annual Salary	80 Hours
1	0	\$ 148,330	\$ 71.31
2	1+	\$ 155,748	\$ 74.88

After completion of probationary period, Fire Fighter will move to Tier 1. Thereafter, Fire Fighter will move to next tier on their anniversary of completion of probation. Annual salary does not include longevity or seniority pay and nothing in the annual salary column shall move with the employee when he/she steps up pursuant to 143.038(b).

*Non-Fire Paramedics compensation shall be referenced from the Collective Bargaining Agreement.



FY23 Police Salary Schedule

Effective: 9/26/2022

Police Officer

Year in Rank	Base Annual	Hourly
Probationary	\$ 71,684	\$ 34.46
1	\$ 74,193	\$ 35.67
2	\$ 76,790	\$ 36.92
3	\$ 79,477	\$ 38.21
4	\$ 82,259	\$ 39.55
5	\$ 85,138	\$ 40.93
6	\$ 88,544	\$ 42.57
7	\$ 92,085	\$ 44.27
8	\$ 95,769	\$ 46.04

Night Shift Annual	Hourly
\$ 72,401	\$ 34.81
\$ 74,935	\$ 36.03
\$ 77,558	\$ 37.29
\$ 80,272	\$ 38.59
\$ 83,082	\$ 39.94
\$ 85,989	\$ 41.34
\$ 89,429	\$ 42.99
\$ 93,006	\$ 44.71
\$ 96,727	\$ 46.50

Sergeant

Year in Rank	Base Annual	Hourly
Yrs <3	\$ 106,079	\$ 51.00
Yrs >3	\$ 112,572	\$ 54.12

Night Shift Annual	Hourly
\$ 107,140	\$ 51.51
\$ 113,698	\$ 54.66

Lieutenant

Year in Rank	Base Annual	Hourly
Yrs <3	\$ 124,357	\$ 59.79
Yrs >3	\$ 129,381	\$ 62.20

Night Shift Annual	Hourly
\$ 125,601	\$ 60.39
\$ 130,675	\$ 62.82

Assistant Chief

Year in Rank	Base Annual	Hourly
Yrs <3	\$ 154,620	\$ 74.34
Yrs >3	\$ 164,036	\$ 78.86

Police Officers who are assigned through the shift selection process to the night shift for the patrol bureau shall receive a 1% shift differential pay of the officer's pay. Shift differential will not be paid to individuals working a night shift for the patrol bureau on an occasional, non-routine basis.



FY23 Utility Maintenance Specialist & Traffic Control Specialist Salary Plan

Effective 9/26/2022

Utility Maintenance Specialist

Level	Job Title	HOURLY	ANNUALLY	Skill Based Top Out/Max.
Entry	Utility Maintenance Technician	\$ 16.79	\$ 34,922	
1	Utility Maintenance Technician	\$ 17.38	\$ 36,144	
2	Utility Maintenance Technician	\$ 17.99	\$ 37,409	
3	Utility Maintenance Technician	\$ 18.61	\$ 38,719	
4	Utility Maintenance Technician	\$ 19.27	\$ 40,074	
5	Utility Maintenance Technician	\$ 20.52	\$ 42,679	
6	Utility Maintenance Technician	\$ 21.85	\$ 45,453	
7	Utility Maintenance Technician	\$ 23.38	\$ 48,635	
8	Utility Maintenance Technician	\$ 25.02	\$ 52,039	\$ 28.54

Traffic Control Specialist

Level	Job Title	HOURLY	ANNUALLY	Skill Based Top Out/Max.
Entry	Traffic Control Technician	\$ 16.79	\$ 34,922	
1	Traffic Control Technician	\$ 17.13	\$ 35,621	
2	Traffic Control Technician	\$ 17.55	\$ 36,511	
3	Traffic Control Technician	\$ 18.08	\$ 37,606	
4	Traffic Control Technician	\$ 18.62	\$ 38,735	
5	Traffic Control Technician	\$ 19.55	\$ 40,671	
6	Traffic Control Technician	\$ 20.63	\$ 42,908	
7	Traffic Control Technician	\$ 21.87	\$ 45,483	
8	Traffic Control Technician	\$ 23.29	\$ 48,439	
9	Traffic Control Technician	\$ 24.92	\$ 51,830	\$ 28.54

* Skill Based Pay Compensation Structure - Employees have the ability to move into higher levels with additional pay in exchange for formal certification of the employee's mastery of skills, knowledge, and other pre-identified competencies.



BAYTOWN JAIL SALARY PLAN

Effective: 9/26/2022

		Title:	Detention Officer	
		Reports to:	Detention Supervisor	
DBM			HOURLY	ANNUALLY
A	B21	D.O. Trainee (no specific experience)(6 mos.)	\$ 17.850	\$ 37,128.00
B	B21	D.O. Starting*	\$ 18.475	\$ 38,427.48
C	B21	at 1 year from receiving D.O. pay (13th mth or 19th mth)	\$ 19.121	\$ 39,772.44
D	B21	at 2 years from receiving D.O. pay (25th mth or 31st mth)	\$ 19.791	\$ 41,164.48
E	B21	at 3 years from receiving D.O. pay (37th mth or 43rd mth)	\$ 20.483	\$ 42,605.23
F	B21	at 4 years from receiving D.O. pay (49th mth or 55th mth)	\$ 21.200	\$ 44,096.42
G	B21	at 5 years from receiving D.O. pay (61st mth or 67th mth)	\$ 21.942	\$ 45,639.79
H	B21	at 6 years from receiving D.O. pay (73rd mth or 79th mth)	\$ 22.710	\$ 47,237.18
I	B21	at 7 years from receiving D.O. pay (85th mth or 91st mth)	\$ 23.505	\$ 48,890.49
J	B21	at 8 years from receiving D.O. pay (97th mth or 103rd mth)	\$ 24.328	\$ 50,601.65

*For D.O. starting, must have 6 months experience in a detention facility with inmates that are not free to leave.

		Title:	Detention Supervisor	
		Reports to:	Jail Commander	
			HOURLY	ANNUALLY
AA	B24/B31	Years 1-2 (Promotion day through completion of year 2)	\$ 27.038	\$ 56,238.00
BB	B24/B31	Years 3-4 (Starting Year 3) (25th month)	\$ 29.064	\$ 60,453.12
CC	B24/B31	Years 5-6 (Starting Year 5) (49th month)	\$ 31.244	\$ 64,987.10
DD	B24/B31	Years 7 plus (Starting year 7) (73rd month)	\$ 33.587	\$ 69,861.14

Detention Officer Trainee – No training or experience in a detention facility. Anyone who starts as a Trainee will be upgraded to a Detention Officer rank after 6 months on the job if they are retained.

Detention Officer – Will get this rate with 6 months of experience in a detention facility where prisoners are not free to leave, including the Baytown Jail.

Step at first year (C) requires 16 hours of job related training/education as approved by the jail commander to be completed during the 12 month period prior to the date the raise is scheduled to go into effect. HR will verify the requirement is met prior to the raise taking place.

Step at second year (D) requires an additional 16 hours of job related training/education as approved by the jail commander to be completed during the 12 month period prior to the date the raise is scheduled to go into effect. HR will verify the requirement is met prior to the raise taking place.

Jail Supervisor – requires 2 ½ years of service at the Baytown Jail as a Detention Officer in order to seek promotion. New Supervisors must take a Law Enforcement Supervisors course in the first year of their promotion. This training must be at least 16 hours of job related training/education in order to receive the next step.



General Grade & Title Structure

Effective: 9/26/2022

Grade	Min	Min Hrly	Mid	Mid Hrly	Max	Max Hrly
A12	\$26,679	\$12.83	\$32,015	\$15.39	\$37,350	\$17.96
A13	\$31,520	\$15.15	\$37,824	\$18.18	\$44,128	\$21.22
B21	\$34,921	\$16.79	\$43,652	\$20.99	\$52,382	\$25.18
B22	\$39,569	\$19.02	\$49,461	\$23.78	\$59,354	\$28.54
B23	\$44,217	\$21.26	\$55,271	\$26.57	\$66,325	\$31.89
B24/B31	\$50,037	\$24.06	\$62,546	\$30.07	\$75,056	\$36.08
B25/B32	\$57,016	\$27.41	\$71,270	\$34.26	\$85,524	\$41.12
C41	\$53,854	\$25.89	\$67,318	\$32.36	\$80,782	\$38.84
C42	\$60,277	\$28.98	\$75,346	\$36.22	\$90,415	\$43.47
C43	\$66,699	\$32.07	\$83,374	\$40.08	\$100,049	\$48.10
C44/C51	\$74,742	\$35.93	\$93,427	\$44.92	\$112,112	\$53.90
C45	\$84,385	\$40.57	\$105,481	\$50.71	\$126,577	\$60.85
D61	\$88,872	\$42.73	\$115,534	\$55.55	\$142,196	\$68.36
D63	\$101,223	\$48.66	\$131,590	\$63.26	\$161,957	\$77.86
E81	\$125,961	\$60.56	\$163,750	\$78.73	\$201,538	\$96.89
E82	\$132,137	\$63.53	\$171,778	\$82.59	\$211,419	\$101.64
E83	\$138,312	\$66.50	\$179,806	\$86.45	\$221,300	\$106.39
E91	\$146,045	\$70.21	\$189,859	\$91.28	\$233,672	\$112.34
F101	\$173,032	\$83.19	\$224,941	\$108.14	\$276,851	\$133.10

Title Structure by Grade
A: Technician
B: Specialist Inspector Supervisor
C: Coordinator Manager
D: Assistant Director
E: Director
F: City Manager



STATISTICAL SECTION

The Statistical Section, lifted from the CAFR, presents multi-year data for expenditures, revenues, property tax levies and collections, property tax rates and valuations for overlapping governments, ratios of bonded debt, legal debt margin, overlapping debt, ratio of debt service to general expenditures, revenue bond coverage, property value/construction, principal taxpayers and miscellaneous statistics.

CITY OF BAYTOWN, TEXAS

NET POSITION BY COMPONENT

Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2012	2013	2014	2015
Governmental Activities				
Net investment in capital assets	\$ 103,140,238	\$ 108,585,824	\$ 105,468,075	\$ 109,961,720
Restricted	15,805,828	32,167,392	35,688,185	23,773,394
Unrestricted	(1,993,410)	(20,474,460)	(26,434,814)	(40,715,091)
Total Governmental Activities Net Position	<u>116,952,656</u>	<u>120,278,756</u>	<u>114,721,446</u>	<u>93,020,023</u>
Business-Type Activities				
Net investment in capital assets	133,432,737	136,434,868	152,339,260	158,442,675
Restricted	5,023,851	5,364,616	5,873,007	4,612,543
Unrestricted	20,790,018	18,736,201	18,371,116	16,349,137
Total Business-Type Activities Net Position	<u>159,246,606</u>	<u>160,535,685</u>	<u>176,583,383</u>	<u>179,404,355</u>
Primary Government				
Net investment in capital assets	236,572,975	245,020,692	257,807,335	268,404,395
Restricted	20,829,679	37,532,008	41,561,192	28,385,937
Unrestricted	18,796,608	(1,738,259)	(8,063,698)	(24,365,954)
Total Primary Government Net Position	<u>\$ 276,199,262</u>	<u>\$ 280,814,441</u>	<u>\$ 291,304,829</u>	<u>\$ 272,424,378</u>

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 124,672,382	\$ 132,729,930	\$ 145,445,182	\$ 157,058,993	\$ 167,979,247	\$ 179,256,695
23,871,650	23,942,473	27,132,868	29,898,189	87,344,253	85,604,701
(49,911,857)	(88,264,838)	(87,917,695)	(67,824,691)	(42,039,952)	(29,488,146)
98,632,175	68,407,565	84,660,355	119,132,491	213,283,548	235,373,250
174,117,286	187,741,777	191,309,418	191,361,951	189,184,366	187,757,786
1,489,416	2,276,610	2,096,080	3,717,286	3,966,558	5,390,663
12,602,126	2,301,381	3,414,173	5,895,296	9,409,510	18,112,665
188,208,828	192,319,768	196,819,671	200,974,533	202,560,434	211,261,114
298,789,668	320,471,707	336,754,600	348,420,944	353,626,382	367,014,481
25,361,066	26,219,083	29,228,948	33,615,475	91,310,811	9,095,364
(37,309,731)	(85,963,457)	(84,503,522)	(61,929,395)	(32,630,442)	(11,375,481)
\$ 286,841,003	\$ 260,727,333	\$ 281,480,026	\$ 320,107,024	\$ 412,306,751	\$ 364,734,364

CITY OF BAYTOWN, TEXAS

CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2012	2013	2014	2015
Expenses				
Governmental activities:				
General government	\$ 23,539,249	\$ 22,049,401	\$ 22,600,531	\$ 22,256,413
Public safety	38,976,626	39,297,052	44,295,623	47,791,009
Public works	8,522,846	8,881,876	8,869,974	8,967,472
Public health	2,465,254	2,431,619	2,554,462	2,696,850
Parks, recreation, and culture	8,949,422	8,739,612	9,339,424	9,553,806
Interest and fiscal agent fees on long-term debt	3,229,968	3,749,173	4,111,811	3,989,720
Total Governmental Activities Expenses	85,683,365	85,148,733	91,771,825	95,255,270
Business-type activities:				
Water and sewer	30,344,693	31,539,964	32,762,226	34,320,794
Sanitation	4,396,725	4,685,496	4,742,268	4,709,577
Bayland Island development	146,375	208,078	200,308	265,349
Aquatics	2,051,620	2,245,949	2,917,055	3,052,435
Storm water utility	467,170	436,934	448,681	483,028
Total Business-Type Activities Expenses	37,406,583	39,116,421	41,070,538	42,831,183
Total Primary Government Expenses	\$ 123,089,948	\$ 124,265,154	\$ 132,842,363	\$ 138,086,453
Program Revenues				
Governmental activities:				
Charges for services:				
General government	\$ 162,242	\$ 159,520	\$ 183,147	\$ 632,295
Public safety	3,872,740	3,807,789	4,371,773	4,692,058
Public works	1,156,772	1,137,371	1,305,831	1,620,206
Public health	541,518	532,436	611,297	195,057
Parks, recreation, and culture	372,209	365,967	420,172	132,271
Operating grants and contributions	17,002,961	7,903,949	8,007,514	5,946,639
Capital grants and contributions	1,537,175	73,000	-	-
Total Governmental Activities Program Revenues	24,645,617	13,980,032	14,899,734	13,218,526
Business-type activities:				
Charges for services:				
Water and sewer	35,400,103	34,022,544	35,990,349	39,201,196
Sanitation	4,678,089	4,589,026	4,618,491	4,737,391
Bayland Island development	7,716	16,327	49,086	51,052
Aquatics	1,796,262	2,056,711	2,903,853	3,274,726
Storm water	1,174,477	1,217,580	1,226,741	1,245,325
Operating grants and contributions	2,531,225	-	-	3,143,274
Capital grants and contributions	-	2,241,040	4,517,598	1,400,484
Total Business-Type Activities Program Revenues	45,587,872	44,143,228	49,306,118	53,053,448
Total Primary Government Program Revenues	70,233,489	58,123,260	64,205,852	66,271,974
Net (Expense)/Revenue				
Governmental activities	(61,037,748)	(71,168,701)	(76,872,091)	(82,036,744)
Business-type activities	8,181,289	5,026,807	8,235,580	10,222,265
Total Primary Government Net Expense	\$ (52,856,459)	\$ (66,141,894)	\$ (68,636,511)	\$ (71,814,479)

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 24,398,812	\$ 29,020,563	\$ 35,811,336	\$ 29,574,296	\$ 37,547,850	\$ 34,593,112
50,793,309	57,510,237	59,520,128	50,702,718	61,126,552	64,257,206
10,539,608	13,257,500	15,100,450	10,994,322	12,912,206	12,222,500
2,866,441	3,338,793	3,317,250	3,107,475	3,944,973	3,860,167
9,904,352	12,156,291	12,697,314	12,405,161	13,655,690	13,866,632
4,561,801	4,546,195	4,841,986	4,525,617	4,302,467	5,106,860
103,064,323	119,829,579	131,288,464	111,309,589	133,489,738	133,906,477
35,865,094	38,149,024	38,422,378	37,007,827	40,424,646	41,044,691
4,677,436	4,831,088	5,648,915	6,448,858	7,006,746	7,099,764
251,084	242,443	212,956	203,198	207,174	200,376
3,393,046	3,873,789	4,161,320	4,064,190	2,792,302	3,771,985
1,734,694	1,657,138	1,907,273	1,956,790	2,850,413	2,059,443
45,921,354	48,753,482	50,352,842	49,680,863	53,281,281	54,176,259
\$ 148,985,677	\$ 168,583,061	\$ 181,641,306	\$ 160,990,452	\$ 186,771,019	\$ 188,082,736
\$ 710,604	\$ 708,990	\$ 1,946,717	\$ 787,821	\$ 774,175	\$ 829,628
4,507,258	5,043,397	4,780,753	4,481,288	3,495,226	3,523,408
2,067,310	2,079,076	2,604,862	2,112,433	2,563,470	2,691,675
202,134	205,779	206,039	208,890	200,085	208,545
135,180	124,862	94,772	128,541	99,208	194,615
4,920,154	5,944,003	12,307,936	7,109,369	12,195,930	6,569,222
11,230,528	12,396,215	8,394,369	4,444,501	70,945,960	4,873,025
23,773,168	26,502,322	30,335,448	19,272,843	90,274,054	18,890,118
40,811,009	40,998,750	43,301,862	42,415,981	46,051,831	47,144,502
4,758,805	5,027,666	5,830,109	5,957,494	6,675,548	6,933,639
54,443	54,442	56,238	55,041	54,445	55,595
3,353,347	3,351,968	3,813,735	3,290,996	15,672	2,898,040
1,556,404	1,937,162	2,597,711	2,645,147	2,673,489	2,990,931
-	-	1,362,643	1,365,276	1,363,365	1,342,488
1,674,116	2,354,725	77,680	129,901	2,260,000	1,910,670
52,208,124	53,724,713	57,039,978	55,859,836	59,094,350	63,275,865
75,981,292	80,227,035	87,375,426	75,132,679	149,368,404	82,165,983
(79,291,155)	(93,327,257)	(100,953,016)	(92,036,746)	(41,955,684)	(115,016,359)
6,287,770	4,971,231	6,687,136	6,178,973	5,813,069	9,099,606
\$ (73,003,385)	\$ (88,356,026)	\$ (94,265,880)	\$ (85,857,773)	\$ (36,142,615)	\$ (105,916,753)

CITY OF BAYTOWN, TEXAS

CHANGES IN NET POSITION (Continued)

Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2012	2013	2014	2015
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes:				
Property taxes	\$ 20,121,463	\$ 21,128,244	\$ 21,788,376	\$ 22,991,938
Sales and hotel/motel taxes	17,343,951	18,558,609	20,494,629	22,460,619
Franchise taxes	3,800,997	3,825,432	4,053,895	4,155,898
Industrial district payments	27,403,488	28,339,356	29,379,711	31,675,333
Investment earnings	238,038	628,564	699,761	332,705
Miscellaneous income	1,496,293	1,777,705	2,469,911	5,209,956
Transfers, net	(16,735,496)	2,750,047	(7,571,502)	3,170,393
Total Governmental Activities	<u>53,668,734</u>	<u>77,007,957</u>	<u>71,314,781</u>	<u>89,996,842</u>
Business-type activities:				
Investment earnings	154,808	265,092	240,616	77,540
Miscellaneous	-	-	-	364,508
Transfers, net	16,735,496	(2,750,047)	7,571,502	(3,170,393)
Total Business-Type Activities	<u>16,890,304</u>	<u>(2,484,955)</u>	<u>7,812,118</u>	<u>(2,728,345)</u>
Total Primary Government	<u>70,559,038</u>	<u>74,523,002</u>	<u>79,126,899</u>	<u>87,268,497</u>
Changes in Net Position				
Governmental activities	(7,369,014)	5,839,256	(5,557,310)	7,960,098
Business-type activities	25,071,593	2,541,852	16,047,698	7,493,920
Total Primary Government				
Changes in Net Position	<u>\$ 17,702,579</u>	<u>\$ 8,381,108</u>	<u>\$ 10,490,388</u>	<u>\$ 15,454,018</u>

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 24,824,084	\$ 27,274,068	\$ 30,235,501	\$ 31,874,951	\$ 34,782,426	\$ 34,782,426
22,790,624	24,050,819	26,273,237	24,138,407	24,252,318	24,252,318
4,233,571	4,359,389	4,317,509	4,681,762	4,372,062	4,372,062
32,136,165	39,991,747	48,772,964	57,968,306	65,535,406	65,535,406
378,067	753,425	1,722,482	2,723,663	2,084,524	2,084,524
2,601,488	1,544,848	3,369,646	2,339,954	2,598,997	2,598,997
(2,060,692)	(3,948,300)	2,514,467	2,781,839	2,481,008	2,481,008
84,903,307	94,025,996	117,205,806	126,508,882	136,106,741	136,106,741
135,215	182,128	327,234	743,135	513,840	513,840
320,796	-		14,593	-	-
2,060,692	3,948,300	(2,514,467)	(2,781,839)	(2,481,008)	(2,481,008)
2,516,703	4,130,428	(2,187,233)	(2,024,111)	(1,967,168)	(1,967,168)
87,420,010	98,156,424	115,018,573	124,484,771	134,139,573	134,139,573
5,612,152	698,739	16,252,790	34,472,136	94,151,057	94,151,057
8,804,473	9,101,659	4,499,903	4,154,862	1,585,901	1,585,901
\$ 14,416,625	\$ 9,800,398	\$ 20,752,693	\$ 38,626,998	\$ 95,736,958	\$ 95,736,958

CITY OF BAYTOWN, TEXAS

TAX REVENUES BY SOURCE, GOVERNMENTAL ACTIVITIES

Last Ten Fiscal Years
(Accrual Basis of Accounting)

Function	Fiscal Year			
	2012	2013	2014	2015
Property taxes	\$ 20,121,463	\$ 21,128,244	\$ 21,788,376	\$ 22,991,938
Sales and hotel/motel taxes	17,343,951	18,558,609	20,494,629	22,460,619
Franchise taxes	3,800,997	3,825,432	4,053,895	4,155,898
Industrial in-lieu-of-taxes	27,403,488	28,339,356	29,379,711	31,675,333
Total	\$ 68,669,899	\$ 71,851,641	\$ 75,716,611	\$ 81,283,788

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 24,824,084	\$ 27,274,068	\$ 30,235,501	\$ 31,874,951	\$ 34,782,426	\$ 38,307,300
22,790,624	24,050,819	26,273,237	24,138,407	24,252,318	28,921,685
4,233,571	4,359,389	4,317,509	4,681,762	4,372,062	4,402,737
32,136,165	39,991,747	48,772,964	57,968,306	65,535,406	65,470,755
<u>\$ 83,984,444</u>	<u>\$ 95,676,023</u>	<u>\$ 109,599,211</u>	<u>\$ 118,663,426</u>	<u>\$ 128,942,212</u>	<u>\$ 137,102,477</u>

CITY OF BAYTOWN, TEXAS

FUND BALANCES, GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

		Fiscal Year			
		2012	2013	2014	2015
General fund:					
Nonspendable	\$	220,522	\$ 2,432	\$ 5,651	\$ 3,109
Unassigned		21,942,516	23,644,132	24,401,167	23,823,197
Total General Fund	\$	22,163,038	\$ 23,646,564	\$ 24,406,818	\$ 23,826,306
All Other Governmental Funds:					
Nonspendable and restricted	\$	29,983,278	\$ 32,422,912	\$ 35,690,127	\$ 43,613,527
Assigned		-	-	-	-
Unassigned, reported in special revenue funds		-	-	-	-
Total All Other Governmental Funds	\$	29,983,278	\$ 32,422,912	\$ 35,690,127	\$ 43,613,527

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 3,475	\$ 2,926	\$ 1,531	\$ 3,355	\$ 5,500	\$ 4,103
18,130,265	17,568,823	21,278,127	27,606,051	36,991,362	48,370,973
<u>\$ 18,133,740</u>	<u>\$ 17,571,749</u>	<u>\$ 21,279,658</u>	<u>\$ 27,609,406</u>	<u>\$ 36,996,862</u>	<u>\$ 48,375,076</u>
\$ 52,172,068	\$ 36,709,833	\$ 55,134,251	\$ 45,198,903	\$ 100,290,976	\$ 134,419,705
-	-	-	-	16,998,695	16,998,695
-	-	-	-	-	(898,483)
<u>\$ 52,172,068</u>	<u>\$ 36,709,833</u>	<u>\$ 55,134,251</u>	<u>\$ 45,198,903</u>	<u>\$ 117,289,671</u>	<u>\$ 150,519,917</u>

CITY OF BAYTOWN, TEXAS
CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS
 Last Ten Fiscal Years
 (Modified Accrual Basis of Accounting)

	Fiscal Year			
	2012	2013	2014	2015
Revenues				
Taxes	\$ 68,613,205	\$ 71,412,597	\$ 76,037,374	\$ 81,863,957
Licenses and permits	1,261,683	1,487,239	1,665,982	1,721,765
Charges for services	2,167,437	1,862,802	2,446,596	2,643,569
Fines and forfeitures	2,676,361	2,653,042	2,779,642	2,906,553
Intergovernmental	17,002,961	7,976,949	8,007,514	5,946,639
Investment earnings	228,271	628,564	699,601	166,132
Other revenues	1,496,293	1,777,705	2,469,911	6,192,512
Contributions	-	-	-	-
Total Revenues	93,446,211	87,798,898	94,106,620	101,441,127
Expenditures				
General government	18,086,658	22,112,626	22,052,424	20,882,865
Public safety	34,759,167	35,931,532	40,149,536	44,126,002
Public works	6,041,762	12,140,511	7,567,629	9,095,480
Public health	2,097,100	2,157,928	2,211,409	2,345,425
Parks, recreation, and culture	7,287,529	7,232,586	7,737,412	8,088,039
Capital outlay	24,026,301	14,699,587	15,379,097	18,538,657
Debt service:				
Principal	7,025,465	5,720,963	6,607,061	7,906,112
Payment to bond escrow agent	-	-	9,593,273	-
Interest	3,207,221	3,561,552	3,801,444	4,027,127
Issuance costs	306,526	278,160	325,255	226,570
Total Expenditures	102,837,729	103,835,445	115,424,540	115,236,277
(Deficiency) of Revenues				
(Under) Expenditures	(9,391,518)	(16,036,547)	(21,317,920)	(13,795,150)
Other Financing Sources (Uses)				
Transfers in	10,884,230	9,207,896	20,118,032	8,098,158
Transfers out	(15,871,347)	(5,131,440)	(24,142,524)	(4,834,270)
Debt issued	-	16,800,000	2,579,696	17,735,000
Refunding debt issued	30,225,000	-	28,520,000	-
Premium on refunded bonds	2,204,993	-	-	-
Premium on bonds	-	283,150	1,864,050	1,322,838
Payment to bond escrow agent	(8,508,111)	-	(3,593,865)	-
Total Other Financing Sources	18,934,765	21,159,606	25,345,389	22,321,726
Net Change in Fund Balances	\$ 9,543,247	\$ 5,123,059	\$ 4,027,469	\$ 8,526,576
Debt service as a percentage				
of noncapital expenditures	11.18%	11.34%	10.44%	12.78%

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 84,037,378	\$ 95,832,195	\$ 109,311,548	\$ 118,721,554	\$ 128,711,804	\$ 136,906,290
2,144,150	2,144,845	2,660,921	2,143,028	2,653,882	2,746,436
2,786,220	2,951,385	4,122,263	2,907,682	2,585,655	2,816,194
2,692,116	3,065,874	2,849,959	2,668,263	1,892,627	1,885,241
13,094,923	16,164,410	15,617,715	8,158,083	13,746,103	8,030,265
378,067	753,425	1,722,482	2,723,663	2,084,524	318,854
2,601,488	1,544,848	3,369,646	2,339,954	2,598,997	2,756,507
-	-	-	-	66,000,000	-
107,734,342	122,456,982	139,654,534	139,662,227	220,273,592	155,459,787
23,036,419	27,118,110	34,201,834	31,655,440	32,017,491	29,454,534
46,447,222	49,986,911	53,384,757	56,003,676	56,026,717	62,013,800
6,564,222	8,327,323	9,808,883	6,118,816	7,267,936	7,009,495
2,501,379	2,907,596	3,016,332	3,374,559	3,705,462	3,790,467
8,348,940	10,134,050	11,415,502	11,675,270	11,736,303	12,415,466
27,415,269	29,924,675	19,386,069	19,711,585	18,653,130	20,386,905
8,914,526	10,052,613	11,152,299	11,479,844	13,222,495	14,180,808
752,503	-	-	6,377,582	-	-
4,428,640	4,888,606	5,196,902	5,106,471	4,703,175	5,295,080
349,520	-	169,700	122,720	294,216	705,305
128,758,640	143,339,884	147,732,278	151,625,963	147,626,925	155,251,860
(21,024,298)	(20,882,902)	(8,077,744)	(11,963,736)	72,646,667	207,927
14,963,268	12,783,144	15,500,232	15,972,569	18,869,959	20,945,261
(10,213,657)	(8,464,042)	(12,825,287)	(14,035,659)	(17,420,300)	(18,448,377)
-	-	25,375,000	-	-	36,300,000
25,972,324	-	-	5,965,000	16,455,000	16,455,000
-	-	-	-	-	-
2,673,873	-	2,159,700	456,226	1,702,378	8,745,530
(8,965,535)	-	-	-	(10,775,480)	(19,696,881)
24,430,273	4,319,102	30,209,645	8,358,136	8,831,557	44,300,533
\$ 3,405,975	\$ (16,563,800)	\$ 22,131,901	\$ (3,605,600)	\$ 81,478,224	\$ 44,508,460
12.83%	12.52%	12.70%	12.61%	13.44%	13.90%

CITY OF BAYTOWN, TEXAS
TAX REVENUES BY SOURCE, GOVERNMENTAL ACTIVITIES
 Last Ten Fiscal Years
 (Modified Accrual Basis of Accounting)

Function	Fiscal Year			
	2012	2013	2014	2015
Property taxes	\$ 20,064,769	\$ 20,694,270	\$ 22,109,139	\$ 23,572,107
Sales and hotel taxes	17,343,951	18,558,609	20,494,629	22,460,619
Franchise taxes	3,800,997	3,825,432	4,053,895	4,155,898
Industrial in-lieu-of-taxes	27,403,488	28,334,286	29,379,711	31,675,333
Total	\$ 68,613,205	\$ 71,412,597	\$ 76,037,374	\$ 81,863,957

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 24,877,018	\$ 27,430,240	\$ 29,947,838	\$ 31,933,079	\$ 34,552,018	\$ 38,111,113
22,790,624	24,050,819	26,273,237	24,138,407	24,252,318	28,921,685
4,233,571	4,359,389	4,317,509	4,681,762	4,372,062	4,402,737
32,136,165	39,991,747	48,772,964	57,968,306	65,535,406	65,470,755
<u>\$ 84,037,378</u>	<u>\$ 95,832,195</u>	<u>\$ 109,311,548</u>	<u>\$ 118,721,554</u>	<u>\$ 128,711,804</u>	<u>\$ 136,906,290</u>

CITY OF BAYTOWN, TEXAS
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
Real assessed value	\$ 2,926,000,599	\$ 2,939,825,902	\$ 3,014,917,703	\$ 3,183,226,576
Personal assessed value	411,118,921	436,801,409	503,811,955	481,129,714
Total assessed value (1)	3,337,119,520	3,376,627,311	3,518,729,658	3,664,356,290
Less: real property exemptions	(928,173,569)	(886,164,075)	(898,967,084)	(901,716,167)
Taxable Value	\$ 2,408,945,951	\$ 2,490,463,236	\$ 2,619,762,574	\$ 2,762,640,123
Taxable value as a percentage of assessed value	72.2%	73.8%	74.5%	75.4%
Total tax rate	\$ 0.82203	\$ 0.82203	\$ 0.82203	\$ 0.82203

(1) Assessed valuations are considered to be 100 percent of actual valuations.

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 3,543,467,674	\$ 3,920,519,981	\$ 4,463,767,737	\$ 4,325,246,351	\$ 5,132,331,415	\$ 5,599,446,660
477,839,010	488,232,942	421,789,587	890,790,087	733,637,733	781,518,631
4,021,306,684	4,408,752,923	4,885,557,324	5,216,036,438	5,865,969,148	6,380,965,291
(994,698,219)	(1,074,967,955)	(1,205,507,599)	(1,254,432,050)	(1,468,317,451)	(1,592,961,532)
<u>\$ 3,026,608,465</u>	<u>\$ 3,333,784,968</u>	<u>\$ 3,680,049,725</u>	<u>\$ 3,961,604,388</u>	<u>\$ 4,397,651,697</u>	<u>\$ 4,788,003,759</u>
75.3%	75.6%	75.3%	76.0%	75.0%	75.0%
\$ 0.82203	\$ 0.82203	\$ 0.82203	\$ 0.81203	\$ 0.80203	\$ 0.79515

CITY OF BAYTOWN, TEXAS
PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
City of Baytown by fund				
General fund	\$ 0.42578	\$ 0.43658	\$ 0.43713	\$ 0.445620
Debt service fund	0.39625	0.38545	0.384900	0.376410
Total	\$ 0.82203	\$ 0.82203	\$ 0.82203	\$ 0.82203
Harris County	\$ 0.39117	\$ 0.40021	\$ 0.41455	\$ 0.417310
Harris County Flood Control District	0.02809	0.02809	0.02827	0.027360
Port of Houston Authority	0.01856	0.19216	0.17160	0.015310
Harris County Hospital District	0.19216	0.18216	0.17000	0.170000
Harris County Dept. of Education	0.00568	0.00662	0.00636	0.005999
Goose Creek Independent School District	1.33213	1.33213	1.38679	1.431890
Lee Junior College District	0.25200	0.24100	0.26070	0.260700
Total Direct and Overlapping Rates	\$ 3.04182	\$ 3.20440	\$ 3.26030	\$ 3.150599

Tax rates per \$100 of assessed valuation
Source: Harris County Appraisal District

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 0.450010	\$ 0.470060	\$ 0.455430	\$ 0.457643	\$ 0.460930	\$ 0.484000
0.372020	0.351970	0.366600	0.354387	0.341100	0.311150
<u>\$ 0.822030</u>	<u>\$ 0.822030</u>	<u>\$ 0.822030</u>	<u>\$ 0.812030</u>	<u>\$ 0.802030</u>	<u>\$ 0.795150</u>
\$ 0.419230	\$ 0.416560	\$ 0.418010	\$ 0.418580	\$ 0.407130	\$ 0.391160
0.027330	0.028290	0.028310	0.028770	0.027920	0.031420
0.013420	0.013340	0.012560	0.011550	0.010740	0.009910
0.170000	0.171790	0.171100	0.171080	0.165910	0.166710
0.005422	0.005200	0.005195	0.005190	0.005000	0.004993
1.431890	1.431890	1.431890	1.431800	1.354280	1.341100
0.250200	0.245300	0.250400	0.250100	0.230100	0.230100
<u>\$ 3.139522</u>	<u>\$ 3.134400</u>	<u>\$ 3.139495</u>	<u>\$ 3.129100</u>	<u>\$ 3.003110</u>	<u>\$ 2.970543</u>



CITY OF BAYTOWN, TEXAS

PRINCIPAL PROPERTY TAXPAYERS

Current Year and Nine Years Ago

Property Taxpayer	Fiscal Year					
	2021			2012		
	Taxable Assessed Value	Rank	% of Taxable Assessed Value	Taxable Assessed Value	Rank	% of Taxable Assessed Value
CenterPoint Energy Inc.	\$ 73,623,211	1	1.54%	\$ 10,712,322	1	0.44%
Passco Sapphire Bay Dst	45,503,780	2	0.95%			
ALTA Baytown Owner LP	39,073,212	3	0.82%			
Exxon Mobil Corp*	39,026,621	4	0.82%			
Stanmore Adef Baytown Delaware LLC	37,238,834	5	0.78%			
HEB Grocery Co LP	35,777,281	6	0.75%			
619 Rollingbrook Street LP	31,921,068	7	0.67%			
LCG Thompson 10 LLC	28,745,431	8	0.60%			
EGW Rollingbrook Investments LP	28,301,092	9	0.59%			
Abby Baytown LP	28,283,016	10	0.59%			
Sustainable Power Corp.				1,953,437	2	0.08%
Petroleum Wholesale Inc.				1,851,690	3	0.08%
PMD Enterprises LLC				1,360,310	4	0.06%
Govinji Multiple Business LLC				774,000	5	0.03%
Dicus Jimmie				723,160	6	0.03%
Oneal Robert				705,630	7	0.03%
Rios Pedro M & Mary E				576,690	8	0.02%
Grohman Venture W-1 Ltd.				565,410	9	0.02%
Dykes Norman				563,940	10	0.02%
Subtotal	387,493,546		8.09%	19,786,589		0.82%
Other Taxpayers	4,400,510,213		91.91%	2,389,159,362		99.18%
Total	\$ 4,788,003,759		100.00%	\$ 2,408,945,951		100.00%

Source: Goose Creek Independent School District Tax Office

*A significant portion of Exxon Mobil Corporation's property was disannexed in fiscal year 2010 and the tax revenue the City receives on such property is now accounted for as industrial district agreement revenue, not property tax revenue.

CITY OF BAYTOWN, TEXAS
PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
Tax levy	\$ 19,729,244	\$ 20,166,530	\$ 21,200,763	\$ 22,423,830
Current tax collected	\$ 18,940,167	\$ 19,387,454	\$ 20,487,419	\$ 21,865,661
Percentage of current tax collections	96.00%	96.14%	96.64%	97.51%
Delinquent tax collections (1)	649,189	656,891	590,597	398,891
Total Tax Collections	\$ 19,589,356	\$ 20,044,345	\$ 21,078,016	\$ 22,264,552
Total collections as a percentage of current levy	99.29%	99.39%	99.42%	99.29%
Outstanding delinquent taxes (2)	\$ 139,888	\$ 122,185	\$ 122,747	\$ 159,278
Outstanding delinquent taxes as percentage of current levy	0.71%	0.61%	0.58%	0.71%

(1) Total amount of tax collections received in subsequent years.

(2) Outstanding delinquent taxes based on the current levy.

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 24,611,681	\$ 27,001,086	\$ 29,685,764	\$ 31,563,309	\$ 34,520,007	\$ 37,433,434
\$ 23,892,720	\$ 26,416,758	\$ 28,878,775	\$ 30,729,241	\$ 33,480,249	\$ 36,420,317
97.08%	97.84%	97.28%	97.36%	96.99%	97.29%
517,195	321,690	407,072	-	-	749,567
\$ 24,409,915	\$ 26,738,448	\$ 29,285,847	\$ 30,729,241	\$ 33,480,249	\$ 37,169,884
99.18%	99.03%	98.65%	97.36%	96.99%	99.30%
\$ 201,766	\$ 262,638	\$ 399,917	\$ 834,068	\$ 1,039,758	\$ 263,550
0.82%	0.97%	1.35%	2.64%	3.01%	0.70%

CITY OF BAYTOWN, TEXAS
RATIOS OF OUTSTANDING DEBT BY TYPE
 Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
Governmental Activities:				
General obligation bonds	\$ 78,939,100	\$ 92,419,850	\$ 104,834,650	\$ 109,014,950
Certificates of obligation	13,140,000	10,945,000	10,320,000	16,275,000
Capital leases	2,874,038	2,667,325	2,579,696	2,273,274
Premiums	3,014,470	3,077,237	4,702,742	5,698,278
Business-Type Activities:				
Revenue bonds	5,650,900	4,145,150	-	-
General obligation bonds	-	-	2,695,350	16,090,050
Certificates of obligation	73,120,000	85,315,000	83,940,000	62,525,000
Premiums	78,663	473,537	866,564	2,363,321
Total Primary Government	\$ 176,817,171	\$ 199,043,099	\$ 209,939,002	\$ 214,239,873
Percentage of personal income	10.3%	12.5%	11.5%	13.1%
Per capita	\$ 2,409	\$ 2,692	\$ 2,783	\$ 2,814

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 100,829,041	\$ 92,604,605	\$ 84,852,517	\$ 83,320,072	\$ 74,012,321	\$ 69,008,759
33,015,000	31,510,000	53,815,000	43,860,000	46,160,000	70,795,000
1,956,981	1,633,804	1,303,593	966,194	621,452	269,206
7,978,804	7,408,272	8,757,473	8,410,157	8,851,148	15,584,665
-	-	-	-	-	-
42,425,959	40,325,395	36,947,483	33,929,928	30,732,680	27,341,242
26,710,000	24,270,000	23,115,000	40,375,000	38,735,000	36,820,000
6,487,181	6,000,949	5,514,717	5,943,039	5,423,905	4,904,771
<u>\$ 219,402,966</u>	<u>\$ 203,753,025</u>	<u>\$ 214,305,783</u>	<u>\$ 216,804,390</u>	<u>\$ 204,536,506</u>	<u>\$ 224,723,643</u>
12.4%	10.7%	11.4%	9.0%	8.3%	9.0%
\$ 2,770	\$ 2,434	\$ 2,413	\$ 2,339	\$ 2,200	\$ 2,389

CITY OF BAYTOWN, TEXAS
RATIO OF GENERAL BONDED DEBT OUTSTANDING
Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
Net Taxable Assessed Value				
All property	\$ 2,408,945,951	\$ 2,490,463,236	\$ 2,619,762,574	\$ 2,762,640,123
Net Bonded Debt				
Gross bonded debt	95,093,570	106,442,087	119,857,392	130,988,228
Less debt service funds	1,229,116	3,715,519	5,418,953	4,895,113
Total Net Bonded Debt	<u><u>\$ 93,864,454</u></u>	<u><u>\$ 102,726,568</u></u>	<u><u>\$ 114,438,439</u></u>	<u><u>\$ 126,093,115</u></u>
Ratio of Net Bonded Debt to Assessed Value	3.90%	4.12%	4.37%	4.56%
Population	73,413	72,418	73,972	76,127
Net Bonded Debt per Capita	\$ 1,279	\$ 1,419	\$ 1,547	\$ 1,656

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 3,026,608,465	\$ 3,333,784,968	\$ 3,680,049,725	\$ 3,961,604,388	\$ 4,397,651,697	\$ 4,788,003,759
141,822,845	131,522,877	147,424,990	135,590,229	129,023,469	155,388,424
2,940,258	2,632,347	3,816,355	5,050,333	6,269,499	3,144,287
<u>\$ 138,882,587</u>	<u>\$ 128,890,530</u>	<u>\$ 143,608,635</u>	<u>\$ 130,539,896</u>	<u>\$ 122,753,970</u>	<u>\$ 152,244,137</u>
4.59%	3.87%	3.90%	3.30%	2.79%	3.18%
79,215	83,724	88,830	92,679	92,984	94,081
\$ 1,753	\$ 1,539	\$ 1,617	\$ 1,409	\$ 1,320	\$ 1,618



CITY OF BAYTOWN, TEXAS
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
For the Year Ended September 30, 2021

	Net Bonded Debt Outstanding	Estimated Percentage Applicable (1)	Estimated Share of Overlapping Debt
Governmental Unit			
Debt repaid with property taxes			
Harris County (2)	\$ 1,723,192,125	45.55%	\$ 784,876,277
Harris County Dept. of Education	20,185,000	0.53%	107,694
Harris County MUD #213B	6,540,000	0.17%	11,305
Harris County MUD #459	11,750,000	0.31%	36,493
Harris County MUD #473	9,335,000	0.25%	23,034
Harris County Flood Control	590,725,000	15.61%	92,236,858
Harris County Hospital District	81,540,000	2.16%	1,757,419
Goose Creek Independent School District	717,413,572	18.96%	136,041,991
Lee College District	37,890,000	1.00%	379,475
Port of Houston Authority	492,439,397	13.02%	64,097,248
Chambers County (2)	<u>92,250,000</u>	2.44%	2,249,399
Subtotal, overlapping debt	3,783,260,094		1,081,817,193
City direct debt	<u>155,657,631</u>	100.00%	<u>155,657,631</u>
Total Direct and Overlapping Debt			<u><u>\$ 1,237,474,823</u></u>

Source: Goose Creek Consolidated Independent School District

- (1) Estimated percentage applicable obtained from Municipal Advisory Council of Texas. The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the City's taxable assessed value that is within the City's boundaries and dividing it by the City's total taxable assessed value.
- (2) The City of Baytown is located within two counties. A resident would either live in Harris County or Chambers County, not both.

CITY OF BAYTOWN, TEXAS
PLEDGED REVENUE COVERAGE (WATER AND SEWER FUND)
 Last Ten Fiscal Years

		Fiscal Year			
		2012	2013	2014	2015
Gross Revenues		\$ 35,369,368	\$ 34,022,544	\$ 35,990,349	\$ 39,044,709
Operating Expenses (1)		22,553,420	22,570,370	23,234,448	24,953,929
Net Revenues Available for Debt Service		<u>\$ 12,815,948</u>	<u>\$ 11,452,174</u>	<u>\$ 12,755,901</u>	<u>\$ 14,090,780</u>
Debt Service Requirements (2)					
Principal		\$ 1,505,750	\$ 1,620,000	\$ -	\$ -
Interest		3,274,771	3,123,765	-	-
Total		<u>\$ 4,780,521</u>	<u>\$ 4,743,765</u>	<u>\$ -</u>	<u>\$ -</u>
Coverage		2.68	2.41	-	-

(1) Total operating expenses less depreciation

(2) Includes revenue bonds only

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 40,811,009	\$ 40,998,750	\$ 43,301,862	\$ 42,415,981	\$ 46,051,831	\$ 47,144,502
25,981,703	28,327,663	28,264,773	26,043,889	29,416,895	30,353,357
<u>\$ 14,829,306</u>	<u>\$ 12,671,087</u>	<u>\$ 15,037,089</u>	<u>\$ 16,372,092</u>	<u>\$ 16,634,936</u>	<u>\$ 16,791,145</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
-	-	-	-	-	-

CITY OF BAYTOWN, TEXAS
DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Ten Fiscal Years

	Fiscal Year			
	2012	2013	2014	2015
Population (1)	73,413	73,950	75,424	76,127
Personal income	\$1,709,495,118	\$ 1,588,963,650	\$1,822,625,836	\$1,631,325,483
Per capita personal income (2)	\$ 23,286	\$ 21,487	\$ 24,165	\$ 21,429
Median age (3)	31.0	31.0	31.0	31.0
Education level in years of schooling (3)	14.8	14.8	14.8	19.5
School enrollment (4)	21,793	21,663	21,723	22,915
Unemployment rate (5)	9.50%	8.60%	6.40%	6.00%

Data sources:

- (1) Prior years from either Census or City Planning Department. FY17 provided by Applied Geographic Solutions (AGS).
FY18 from Population.us. FY19 from Official Statement
- (2) City of Baytown's per capita personal income in Houston-Sugarland-Baytown MSA figures for years 2001 to 2008.
Years 2009 to 2017 - American FactFinder. FY18&19 US Census Bureau (Quickfacts)
- (3) Wikipedia - Baytown, Texas
- (4) Texas Education Agency
- (5) Texas Workforce Commission

Fiscal Year					
2016	2017	2018	2019	2020	2021
79,215	83,724	88,830	92,679	92,984	94,081
\$1,773,069,345	\$1,912,591,056	\$2,169,672,750	\$2,421,331,554	\$2,474,769,160	\$2,503,965,815
\$ 22,383	\$ 22,844	\$ 24,425	\$ 26,126	\$ 26,615	\$ 26,615
31.0	32.9	32.4	32.7	32.8	32.9
14.8	14.8	14.8	14.8	14.8	12.4
22,320	23,748	23,795	23,837	23,926	23,318
6.40%	10.40%	8.10%	6.60%	9.60%	10.50%



CITY OF BAYTOWN, TEXAS

PRINCIPAL EMPLOYERS

Current Fiscal Year and Nine Years Ago

Employer	Fiscal Year					
	2021			2012		
	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Exxon Mobil-Baytown Complex	3,785	1	12.38%	3,785	1	12.01%
Goose Creek Consolidated Independent School District	3,644	2	11.92%	3,012	2	9.56%
Houston Methodist Baytown Hospital	1,750	3	5.72%	1,687	3	5.35%
Covestro	1,110	4	3.63%			
Chevron Phillips	990	5	3.24%	743	6	2.36%
City of Baytown	930	6	3.04%	800	5	2.54%
Lee College	691	7	2.26%	600	8	1.90%
Wal-Mart Distribution Center	600	8	1.96%	685	7	2.17%
JSW Steel	378	9	1.24%			
Home Depot Distribution Center	325	10	1.06%	355	9	1.13%
Bayer Corporation	-	-	0.00%	1,100	4	3.49%
TMK-IPSCO	-	-	0.00%	325	10	1.03%
Total	14,203		46.46%	13,092		41.54%

Sources: Baytown Economic Development Foundation, City of Baytown, and Lee College.

CITY OF BAYTOWN, TEXAS
FULL-TIME EQUIVALENT CITY EMPLOYEES BY FUNCTION
 Last Ten Fiscal Years

		Fiscal Year			
		2012	2013	2014	2015
General Fund:					
General government		92.40	92.40	93.40	94.90
Public safety					
Police					
Officers		131.00	137.00	143.00	150.00
Civilians		49.00	49.00	50.00	49.00
Fire					
Firefighters and officers		106.00	112.00	140.00	147.00
Civilians		6.00	6.00	10.00	9.00
Other public safety		49.00	53.00	26.00	26.00
Public works		44.50	44.50	43.50	43.50
Public health		22.00	23.00	23.00	23.00
Parks, recreation, and culture		64.00	64.00	64.00	63.00
General Fund Total		563.90	580.90	592.90	605.40
Hotel/Motel Fund		1.00	1.00	2.00	2.00
Enterprise Fund:					
Aquatics		2.00	2.00	3.00	4.00
Water and sewer		116.85	117.85	122.85	122.85
Sanitation		12.50	12.50	13.50	13.50
Storm water utility		4.00	4.00	4.00	4.00
Internal service		12.00	12.00	12.00	12.00
Enterprise Fund Total		147.35	148.35	155.35	156.35
Program Funds:					
Community development block grant		4.50	4.50	4.50	4.00
High intensity drug trafficking area		0.25	0.25	0.25	0.25
Miscellaneous police		4.00	4.00	4.00	4.00
Street maintenance		-	-	-	-
Crime control and prevention district		15.00	15.00	15.00	15.00
Fire control, prevention, and emergency					
medical services district		1.00	2.00	2.00	2.00
Municipal court special revenue		-	2.00	2.00	2.00
Wetlands education and recreation center		2.00	2.00	2.00	2.00
Capital improvement program		3.00	3.00	3.00	3.00
Capital improvement program fund -water and sewer		-	-	1.00	1.00
Municipal Development District		-	2.00	3.00	3.00
Baytown Nature Center		-	1.00	1.00	1.00
Workers' compensation		1.00	1.00	1.00	1.00
Program Funds Total		30.75	36.75	38.75	38.25
Total		743.00	767.00	789.00	802.00

Fiscal Year					
2016	2017	2018	2019	2020	2021
96.90	99.90	107.90	110.90	117.90	117.90
150.00	153.00	157.00	157.00	157.00	157.00
49.00	51.00	49.00	49.00	49.00	49.00
147.00	155.00	156.00	157.00	161.00	165.00
9.00	13.00	13.00	13.00	15.00	12.00
26.00	26.00	26.00	26.00	27.00	27.00
40.50	40.50	41.50	43.00	45.00	45.00
25.00	28.00	30.00	35.00	36.00	36.00
64.00	67.00	70.00	74.00	77.00	77.00
607.40	633.40	650.40	664.90	684.90	685.90
2.00	5.00	3.00	3.00	3.00	3.00
4.00	4.00	4.00	5.00	5.00	5.00
120.85	124.85	124.85	124.85	132.85	132.85
13.50	13.50	13.50	13.00	13.00	13.00
16.00	16.00	21.00	21.00	21.00	21.00
12.00	12.00	12.00	12.00	12.00	12.00
166.35	170.35	175.35	175.85	183.85	183.85
4.00	4.00	4.00	4.00	4.00	4.00
0.25	0.25	0.25	0.25	0.25	0.25
4.00	4.00	4.00	4.00	4.00	4.00
5.00	7.00	13.00	14.00	18.00	18.00
15.00	15.00	15.00	15.00	15.00	15.00
2.00	3.00	3.00	3.00	3.00	2.00
2.00	2.00	2.00	2.00	2.00	2.00
2.00	2.00	2.00	2.00	2.00	2.00
3.00	3.00	4.00	4.00	4.00	4.00
2.00	2.00	2.00	2.00	3.00	3.00
-	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
41.25	45.25	52.25	53.25	58.25	57.25
817.00	854.00	881.00	897.00	930.00	930.00

CITY OF BAYTOWN, TEXAS
OPERATING INDICATORS BY FUNCTION
Last Ten Fiscal Years

Function	Fiscal Year			
	2012	2013	2014	2015
Police:				
Arrests	6,806	5,877	5,717	5,637
Accident reports	1,899	1,980	2,207	2,594
Citations	16,120	21,731	17,904	20,144
Offense reports	14,800	15,144	14,911	14,788
Calls for service	46,175	48,988	55,045	67,765
Fire:				
Medical responses	3,700	5,039	9,577	9,999
Fire/rescue incidents	1,596	2,097	2,301	2,513
Response times:				
One minute for turnout time	*	*	*	*
Four minutes or less for the arrival of the first arriving engine company for a fire	*	*	*	*
Eight minutes or less for the deployment of a full first alarm assignment at a fire suppression incident	*	*	*	*
Five minutes or less for the arrival of the first arriving engine company for a fire	69.65%	65.86%	61.81%	59.82%
Nine minutes or less for the deployment of a full first alarm assignment at a fire suppression incident	86.36%	91.03%	85.44%	86.21%
Water:				
Number of water customers	22,104	22,212	22,417	22,599
Source	Trinity River	Trinity River	Trinity River	Trinity River
Average daily water usage (millions of gallons)	12.01	12.58	12.70	11.11
Number of million gallons of surface water pumped	5.14	4.26	4.64	4.07
Number of million gallons of well water pumped	0.60	0.53	2.13	0.19
Peak daily consumption (millions of gallons)	20.92	18.55	17.11	16.69
Sewer:				
Number of sewer connections	21,241	21,316	21,513	21,705
Average daily treatment (millions of gallons)	9.53	12.23	10.44	13.28
Total consumption (billions of gallons)	3.48	4.46	3.81	4.75
Peak daily consumption (millions of gallons)	35.39	40.16	35.95	56.06

Data source: various City departments

Fiscal Year					
2016	2017	2018	2019	2020	2021
5,584	5,589	5,121	4,882	3,460	3,404
2,676	2,619	2,402	2,228	2,172	2,040
23,817	25,878	26,714	22,457	14,431	14,373
15,014	14,226	14,217	14,148	13,455	12,360
70,236	71,448	72,639	74,859	70,477	64,307
10,568	8,992	10,933	11,559	10,866	12,379
2,345	3,189	2,602	2,767	2,558	2,956
*	*	*	*	*	43%
*	*	*	*	*	72%
*	*	*	*	*	81%
59.70%	54.72%	51.60%	59.14%	63.51%	*
83.52%	84.00%	84.40%	84.95%	56.75%	*
21,398	21,731	21,912	22,148	23,810	24,067
Trinity River	Trinity River	Trinity River	Trinity River	Trinity River	Trinity River
11.55	11.61	12.12	11.58	12.32	11.81
4.23	5.41	5.13	4.23	4.97	4.31
0.58	0.48	0.52	0.55	0.63	0.70
18.71	17.37	17.52	19.21	18.35	23.84
20,553	20,887	21,043	21,276	22,344	23,613
13.07	11.99	11.67	12.06	10.93	10.90
4.77	4.34	4.04	4.47	3.70	4.09
55.49	41.20	39.19	48.27	27.57	30.37

CITY OF BAYTOWN, TEXAS
CAPITAL ASSET STATISTICS BY FUNCTION
 Last Ten Fiscal Years

	2012	2013	2014	2015
Function				
Police:				
Stations	3	3	3	3
Patrol units	87	87	93	94
Fire stations	6	6	7	7
Other public works:				
Streets (miles)	429	429	431	447
Streetlights	4,728	5,098	4,911	5,124
Parks and recreation:				
Parks	47	47	50	50
Parks acreage	1,084	1,084	1,151	1,151
Parks - developed	967	967	972	972
Parks - undeveloped	117	117	179	179
Swimming pools	-	-	-	-
Spraygrounds	4	4	5	5
Baseball/softball diamonds	22	22	22	22
Tennis courts	4	4	4	4
Community centers	1	1	1	1
Water parks	2	2	2	2
Quick soccer courts	2	2	2	2
Water:				
Water mains (miles)	385	390	398	399
Fire hydrants	1,896	1,937	2,003	2,431
System capacity (millions of gallons)	26 MGD	26 MGD	26 MGD	26 MGD
Sewer:				
Sanitary sewers (miles)	367	372	377	382
Storm sewers (miles)	172	173	174	175
Treatment plant capacity (millions of gallons)	20.2 MGD	20.2 MGD	24.2 MGD	24.2 MGD

Data source: various City departments

2016	2017	2018	2019	2020	2021
3	3	3	3	3	3
100	100	104	111	109	109
8	8	8	8	8	8
468	471	484	499	514	514
5,443	5,504	5,617	5,911	6,096	6,096
52	53	53	53	55	53
1,290	1,292	1,292	1,292	1,319	1,251
1,120	1,122	1,122	1,122	1,123	1,061
179	170	170	170	196	190
-	-	-	-	-	-
5	6	6	6	6	6
22	2	22	22	22	18
4	4	4	4	4	8
1	1	1	1	1	1
2	2	2	2	2	2
2	2	2	3	3	3
400	402	403	404	420	463
2,545	2,618	2,637	2,690	2,850	3,371
26 MGD	26 MGD	26 MGD	26.0 MGD	26.0 MGD	26.0 MGD
384	400	397	402	409	472
180	183	186	190	194	22
24.2 MGD	24.2 MGD	24.2 MGD	24.2 MGD	24.2 MGD	24.2 MGD



The Annual Budget contains specialized and technical terminology that is unique to public finance and budgeting. To assist the reader of the Annual Budget document in understanding these terms, a budget glossary has been included in the document.

Accrual Basis. The basis of accounting under which transactions are recognized in the period benefited regardless of the timing of related cash flows.

Accrued Expenses. Expenses incurred but not due until a later date.

Ad Valorem Taxes. (Current) All property (real, personal, mixed, tangible, intangible, annexations, additions, and improvements to property) located within the taxing unit's jurisdiction, which are subject to taxation and valued on January 1 of the current budget year. Each year, by ordinance, the City Council exempts taxes on automobiles and other items from the tax levy. Following the final passage of the appropriations ordinance, City Council sets the tax rate and levy for the fiscal year beginning October 1 and continuing through the following September 30th.

Ad Valorem Taxes. (Delinquent) All taxes are due on receipt of bill and are delinquent if not paid before February 1 of the fiscal year in which it is imposed, except when the taxing unit postpones the delinquency date due to late mail out of tax bills.

Ad Valorem Taxes. (Interest) A delinquent tax incurs interest of one (1%) percent of the amount of tax for the first calendar month it is delinquent, plus one (1%) percent for each additional month or portion of the month the tax remains unpaid.

Ad Valorem Taxes. (Penalty) A delinquent tax incurs a penalty of six (6%) percent of the amount of the tax for the first calendar month it is delinquent, plus one (1%) percent for each additional month or portion of the month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. However, the delinquent tax on July 1 incurs a total penalty of twelve (12%) percent of the amount of the delinquent tax without regard to the number of months the tax has been delinquent.

Administrative Transfer. An interfund transfer designed to recover expenditures incurred or conducted in behalf of other funds.

Appropriation. A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes.

Appropriation Ordinance. The official enactment by the City Council to establish legal authority for City officials to obligate and expend resources.

Assessed Valuation. A value that is established for real or personal property for use as a basis for levying property taxes. (Note: Property values are established by the Harris County Appraisal District.)

Asset. Property owned by the City for which a monetary value has been established.

Balanced Budget. A budget in which revenues equal or exceed expenditures.

Basis of Accounting. Refers to when revenues, expenses, expenditures and transfers are recognized and reported. The budgetary basis accounting for all the funds is modified accrual. For GAAP purposes, the basis of accounting is accrual for all Enterprise Funds and Internal Service Funds, while the modified accrual basis is used for the General Fund and Special Revenue Funds.

Baytown Area Water Authority (BAWA). A water authority created by Texas Legislature to purchase and distribute surface and/or underground supplies for the City and surrounding communities. The City accounts for approximately 90% of BAWA's annual sales. BAWA is a component unit of the City of Baytown.

Bond. A written promise to pay a sum of money on a specific date at a specified interest rate. The interest payments and the repayment of the principal are detailed in a bond ordinance. The most common types of bonds are general obligation and revenue bonds. These are most frequently used for construction of large capital projects, such as buildings, streets and bridges.

Budget. A plan of financial operation embodying an estimate of proposed expenditures for a given period and the proposed means of financing them. Used without any modifier, the term usually indicates a financial plan for a single fiscal year. In practice, the term "budget" is used in two senses. In one sense, it designates the financial plan presented to the appropriating body for adoption and, in the other, designates the plan finally approved by that body. It is usually necessary to specify whether the budget under consideration is preliminary and tentative or whether the appropriating body has approved it.

Budget Adjustments. A legal procedure utilized by the City staff and City Council to revise a budget appropriation. The City of Baytown's City Charter requires City Council approval through the adoption of a supplemental appropriation ordinance (which specifies both the source of revenue and the appropriate expenditure account) for any inter-departmental or inter-fund adjustments. City staff has the prerogative to adjust expenditures within a departmental budget.

Budget Calendar. The schedule of key dates or milestones, which the City departments follow in the preparation, adoption, and administration of the budget.

Budget Document. The instrument used by the budget-making authority to present a comprehensive financial program to the City Council.

Budget Message. The opening section of the budget, which provides the City Council and the public with a general summary of the most important aspects of the budget, changes from the current and previous fiscal years, and the views and recommendations of the City Manager.

Budgetary Basis. The basis of accounting used to estimate financing sources and used in the budget.

Budgeted Funds. Funds that are planned for certain uses but have not been formally or legally appropriated by the legislative body. The budget document that is submitted for Council approval is composed of budgeted funds.

CAFR. The Comprehensive Annual Financial Report.

Capital Improvement Program (CIP). The City's plan for the acquisition and construction of municipal public improvements for the City of Baytown. Projects included in the CIP program are usually expensive, non-recurring projects, which have a useful life spanning more than ten years.

Capital Improvements Program Fund (CIPF). A fund for capital expenditures to be incurred each year over a fixed period of several future years setting forth each capital project, identifying the expected beginning and ending date for each project, the amount and the method of financing.

Capital/Major Project Expenditure/Expense. An expenditure/expense that results in the acquisition or addition of a fixed asset or the improvement to an existing fixed asset.

Capital Outlay. Expenditures for the acquisition of fixed assets which by definition have a useful life of more than one year and purchase price at least \$5,000. Included in this category is the cost of land, buildings, permanent improvements, machinery, large tools, rolling and stationary equipment.

Cash Basis. A basis of accounting under which transactions are recognized only when cash changes hands.

Cash Management. The management of cash necessary to pay for government services while investing temporary cash excesses in order to earn interest revenue. Cash management refers to the activities of forecasting the inflows and outflows of cash, mobilizing cash to improve its availability for investment, establishing and maintaining banking relationships, and investing funds in order to achieve the highest interest and return available for temporary cash balances.

Central Services. Garage Fund. To account for the cost of operating and maintaining vehicles and other equipment used by City departments. Service charges are billed to departments on a monthly basis to cover all expenses of the fund.

Central Services. Warehouse Operations Fund. To account for the supplies, materials and fuel inventories and to take advantage of volume purchasing. Inventories used are allocated respectively to departments on a monthly basis to cover inventory cost.

Certificate of Obligation (CO). A debt instrument that is issued by the City and has the same legal status as a general obligation bond. Proceeds from the issuance of the certificates may be used for construction of public works; purchase of materials, supplies, equipment, machinery, builds, land, and right a ways for authorized needs and purposes; or payment of contractual obligations for professional services. However, certificates of obligation are not authorized by the voters.

Chambers County Appraisal District (CCAD). Responsible for local property tax appraisal and exemption administration for Chambers County.

Contingency. A budgetary reserve set aside for emergencies or unforeseen expenditures.

Cost. (1) The amount of money or other consideration exchanged for property or services. (2) Expense.

Cost Accounting. That method of accounting, which provides for assembling and recording of all the elements of cost incurred to accomplish a purpose, to carry on an activity or operations, or to complete a unit of work or a specific job.

Crime Control and Prevention District (CCPD). On May 14, 2011, citizens voted to continue the Baytown Crime Control and Prevention District dedicated to crime reduction programs and the adoption of a local sales and use tax at a rate of one-eighth of one percent (1/8%).

Current Taxes. Taxes that are levied and due within one year.

Debt Services. The City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

Deficit. (1) The excess of the liabilities of a fund over its assets. (2) The excess of expenditures over revenues during an accounting period; or, in the case of proprietary funds, the excess of expense over income during an accounting period.

Delinquent Taxes. Taxes that remains unpaid on and after the date on which a penalty for non-payment is attached.

Department. An administrative segment of the City, which indicates management responsibility for an operation, or a group of related activities within a functional area. Departments are the basic units of the budget.

Depreciation. The process of estimating and recording the lost usefulness, expired useful life or diminution of service from a fixed asset that cannot or will not be restored by repair and will be replaced. The cost of the fixed asset's lost usefulness is the depreciation or the cost to reserve in order to replace the item at the end of its useful life.

Encumbrances. Commitments related to unperformed (executory) contracts for goods or services.

Enterprise Fund. A fund established to account for operations (a) that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. Examples of Enterprise Funds are water, sewer, and sanitation, utilities, Bayland Island and Baytown Area Water Authority.

Expenditure. The outflow of funds paid or to be paid for an asset or goods and services obtained regardless of when the expense is actually paid. This term applies to all funds. Note: An encumbrance is not expenditure. An encumbrance reserves funds to be expended.

Expenses. Charges incurred (whether paid immediately or unpaid) for operation, maintenance, interest and other charges.

Fire Control, Prevention and Emergency Medical Services District (FCPEMSD). On May 14, 2011, citizens voted to continue the Baytown Fire Control, Prevention, and Emergency Medical Services District dedicated to fire safety and emergency medical services and the adoption of a local sales and use tax at a rate of one-eighth of one percent (1/8%).

Fiscal Year. The time period designated by the City which is signifying the beginning and ending period for recording financial transactions. The City of Baytown has specified October 1 to September 30 as its fiscal year.

Fixed Assets. Assets of a long-term character which are intended to continue to be held or used, such as land, buildings, improvements other than buildings, machinery and equipment.

Franchise Tax. A charge paid for the use of City streets and public right of way and is in lieu of all other municipal charges, fees, street rentals, pipe taxes or rentals, easement or other like franchise taxes, inspections fees, and/or charges of every kind except only Ad Valorem and special assessment taxes for public improvements (e.g., gas, telephone, and cable tv).

Full-Time Equivalent (FTE). Full-time position.

Fund. An accounting entity that has a set of self-balancing accounts and records all financial transactions for specific activities or government functions. Eight commonly used funds in public accounting are: general fund, special revenue funds, debt service funds, capital project funds, enterprise funds, trust and agency funds, internal service funds and special assessment funds.

Fund Balance. For Governmental Funds, fund balance is the difference between assets over liabilities. Also known as surplus funds.

Furniture & Equipment < \$5,000. The purchase of furniture or equipment less than \$5,000.

General Debt Service Fund. A fund established to account for the City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

General Fund. The fund used to account for all financial resources except those required to be accounted for in another fund.

General Obligation (GO) Bonds. Bonds that finance a variety of public projects such as streets, buildings, and improvements. The repayment of these bonds is usually made from property taxes and is backed by the full faith and credit of the issuing government.

Generally Accepted Accounting Principles (GAAP). Uniform minimum standards of and guidelines to financial accounting and reporting. They govern the form and content of the basic financial statements of an entity. They encompass the conventions, rules, and procedures necessary to define accepted accounting practice at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. They provide a standard by which to measure financial presentations.

Goals. A purpose or benefit the department plans to provide to the community and/or organizations. Goals identify the end result the organization desires to achieve with its activities. Some of the goals are ongoing and may not be achieved in one year.

Governmental Funds. Funds through which most governmental functions of the City are financed. The acquisition, use and balances of the City's expendable financial resources and the related liabilities (except those accounted for in Proprietary Funds) are accounted for in the Governmental Funds.

Grants. Contributions or gifts of cash or other assets from another government to be used or expended for a specified purpose, activity, or facility.

Harris County Appraisal District (HCAD). Responsible for local property tax appraisal and exemption administration for nearly 500 jurisdictions (taxing units) in America's third most populous county, Harris County.

Hotel/Motel Fund. Fund to account for the accumulation of resources from the Hotel/Motel Tax assessment levied by the City. These monies are to be spent to promote the progress, development or growth of the City within the guidelines set forth on disposition of revenues collected under the authority of the Texas Hotel Occupancy Tax Act (Article 1269; Vernon's Texas Civil Statutes.)

Hotel/Motel Occupancy Tax (HOT). A tax levied upon the cost of occupancy of any room or space furnished by any hotel where such costs of occupancy are at the rate of two (\$2.00) dollars or more per day. The law authorizes a room tax of not more than seven (7%) percent of the consideration paid by the occupant of such room to the hotel.

Hybrid Zero - Based/Program-Oriented Budgeting. The City of Baytown's budget process combines a method of zero-based budgeting in which all expenditures must be justified each new fiscal year and a program-oriented method of budgeting expenditures to meet programmatic objectives.

Income. A term used in proprietary fund type accounting to represent (1) revenues or (2) the excess of revenue over expenses.

Industrial District Agreement (IDA). An agreement the City enters into with industries located within its extraterritorial jurisdiction. The contracts specify payments to be made to the City in lieu of ad valorem taxes in exchange for limited immunity from annexation of specific properties during the seven-year terms of the agreements.

Intergovernmental Revenue. Contributions received from the State and Federal Government in the form of grants and shared revenues.

Internal Service Fund. Funds used to account for the financing of goods or services provided by one department to another department on a cost reimbursement basis, for example, the Garage Fund.

Investments. Securities held for the production of revenues in the form of interest or lease payments.

Levy. (Verb) To impose taxes, special assessments, or service charges for the support of governmental activities. (Noun) The total amount of taxes, special assessments, or service charges imposed by a government.

Long-Term Debt. Debt with a maturity of more than one year after the date of issuance.

Miscellaneous Funds. Funds used to account for miscellaneous special revenue sources, which are required to finance specific activities.

Mixed Beverage Tax. A tax rate of ten (10%) percent imposed on the gross receipt of a Licensee for the sale, preparation, or service of mixed beverages or from the sale of ice or non-alcoholic beverages and consumed on the premises of the permittee.

Modified Accrual Basis. The accrual basis of accounting adapted to the governmental fund type spending measurement focus. Under it, revenues are recognized when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred except for (1) inventories of materials and supplies which may be considered expenditures either when purchased or when used; (2) prepaid insurance and similar items which need not be reported; (3) accumulated unpaid vacation, sick pay, and other employee benefit amounts which need not be recognized in the current period, but for which larger-than-normal accumulations must be disclosed in the notes to the financial statements; and (4) principal and interest on long-term debt which are generally recognized when due.

Municipal Development District (MDD). On May 5, 2001, in the general election, the citizens of the City of Baytown voted to authorize the creation of the Baytown Municipal Development District and the imposition of a sales and use tax at the rate of one-half of one percent for the purpose of financing economic development projects that provide economic benefit and diversify the economic base of the community.

Object Code. Expenditure classification according to the types of items purchased or services obtained; for example, personal services, supplies, maintenance and capital.

Objectives. Quantifiable steps toward accomplishing the stated goals. Each will have a specific time frame or measurable achievement. Objectives should be reached or completed within the fiscal year.

Operating Budget. Plans of current expenditures and the proposed means of financing them. The annual operating budget (or, in the case of some state governments, the biennial operating budget) is the primary means by which most of the financing acquisition, spending, and service delivery activities of a government are controlled. The use of annual operating budgets is usually required by law. Even where not required by law, however, annual operating budgets are essential to sound financial management and should be adopted by every government.

Operating Expenses. Proprietary fund expenses which are directly related to the fund's primary service activities.

Operating Grants. Grants which the grantor to operating purposes restricts or which may be used for either capital or operating purposes at the discretion of the grantee.

Operating Income. The excess of proprietary fund operating revenues over operating expenses.

Operating Revenues. Proprietary fund revenues, which are directly related to the fund's primary service activities. They consist primarily of user charges for services.

Operating Transfers. All interfund transfers other than residual equity transfers.

Ordinance. A formal legislative enactment by the governing board of a municipality. If it is not in conflict with any higher form of law, such as a state statute or constitutional provision, it has the full force and effect of law within the boundaries of the municipality to which it applies. The difference between an ordinance and a resolution is that the latter requires less legal formality and has a lower legal status. Ordinarily, the statutes or charter will specify or imply those legislative actions, which must be by ordinance and those, which may be by resolution. Revenue raising measures, such as the imposition of taxes, special assessments and service charges, universally require ordinances.

Other Financing Sources. Governmental fund general long-term debt proceeds, operating transfers out, and material proceeds of fixed asset dispositions. Such amounts are classified separately from revenues.

Overlapping Debt. The proportionate share of the debts of local governments located wholly or in part within the limits of the reporting government, which must be borne by property within each government.

Performance Measures. Specific quantitative and qualitative measures of work performed as an objective of the department.

Personnel Costs. Costs related to compensating employees, including salaries, wages, insurance, payroll taxes and retirement contributions.

Productivity Measures. Criteria used to reflect how well a program is performing its activities to meet the needs of the public and the organization. They should measure productivity, effectiveness, efficiency or the impact of a service provided. While activity measures indicate "how much" activity the division/department is performing, productivity measures identify "how well" the division/department is performing.

Program Description. Describe the nature of service delivery provided at this level of funding. It clearly explains how service delivery will be different from the prior budget year.

Program Goals. Describes the purpose or benefit the division/department plans to provide to the community and/or organizations it serves. Goals identify the end result the division/department desires to achieve with its activities. Goals are often ongoing and may not be achieved in one year.

Program Objectives. Quantifiable steps toward accomplishing stated goals having a specific time frame or measurable achievement. Objectives should be able to be reached or completed within the current fiscal year. Objective statements are not required for every activity performed, but should focus on the major steps necessary for achieving established goals.

Property Tax. Taxes levied on both real and personal property according to the property's valuation and the tax rate.

Proprietary Funds. Funds accounted for on a flow of economic resources measurement focus. The accounting objectives are a determination of net income, financial position and changes in cash flow. All assets and liabilities associated with a Proprietary Fund's activities are included on its balance sheet. Proprietary Fund equity is segregated into contributed capital and retained earnings.

Reserve. An account to use to indicate that a portion of a fund's balance is legally restricted for a specific purpose and is, therefore, not available for general appropriation.

Reserve for Encumbrances. An account used to set aside a portion of fund balance for obligations from the previous fiscal year.

Residual Equity Transfers. Non-recurring or non-routine transfers of equity between funds.

Resolution. A special or temporary order of a legislative body requiring less legal formality than an ordinance or statute.

Revenue Bonds. Bonds whose principal and interest are payable exclusively from earnings of an Enterprise Fund.

Revenues. (1) Increases in government fund type net current assets from other than expenditure refunds and residual equity transfers. Under NCGA Statement 1, general long-term debt proceeds and operating transfers in are classified as "other financing sources" rather than revenues. (2) Increases in proprietary fund type net total assets from other than expense refunds, capital contributions, and residual equity transfers. Under NCGA Statement 1, operating transfers in are classified separately from revenues.

Risk Management Fund. To account for the operation of a self-insured retention fund for health services for all City employees and that relate to workers' compensation claims. Claims are primarily administered by an outside agency.

Sales Tax. A general "sales tax" is levied on persons and businesses selling merchandise or services in the city limits on a retail basis. The categories for taxation are defined by state law. Monies collected under authorization of this tax are for the use and benefit of the City.

Sanitation Fund. Fund used to account for the provision of services to the residents of the City. All activities necessary to provide such services are accounted for in the fund, including, but not limited to, administration, operations, maintenance, and financing and related debt service.

Special Revenue Funds. Funds which account for revenues from specific taxes or other revenue sources which by law, or other agreement such as a Trust, are designated to finance particular functions or activities of government and which, therefore, cannot be diverted to other uses.

Storm Water Utility Fund. The Clean Water Act (CWA) was enacted in 1972 to protect surface waters, such as lakes, rivers, and coastal areas. National Pollutant Discharge Elimination System (NPDES) permits were introduced to increase accountability for protecting water quality. This required industrial and municipal wastewater dischargers of pollutants into the waters of the US from a point source to obtain a NPDES permit. The final Phase II regulations that affect smaller communities, such as Baytown, were signed in October 1999. Small municipal separate storm sewer systems (MS4s) programs, such as Baytown's, are required to participate. These MS4 programs should be developed and implemented in phases over the next five years. An advance from the General Fund to provide funds for start-up costs associated with the program was provided in 2003. First year costs included funding for a storm water utility feasibility study. Future funding is proposed from developing storm water utility fees to provide a dedicated funding source for the program. The Texas Legislature provided the procedures necessary to establish a storm water utility fee in Chapter 402 of the Local Government Code. Cities were required to file an application for a permit from the Texas Commission on Environmental Quality by December 2003.

Street Maintenance Tax. In 2001 the Texas Legislature passed House Bill 445, which allows cities to raise their local sales tax rate by 0.25 percent if the funds are dedicated to street maintenance and repair. On May 15, 2004, in the general election, the citizens of the City of Baytown voted to authorize the imposition of a street maintenance sales tax. This sales tax must be reapproved every four years by voters or it will expire. In November 2011, reauthorized early due to Senate Bill 100, Baytown citizens overwhelmingly reapproved the sales tax in order to continue this beneficial program. This fund will account for the revenues collected from this sales tax and may only be used to maintain and repair municipal streets that exist when the tax is adopted.

Tax Increment Reinvestment Zone (TIRZ). A financing tool created by the state legislative to promote, develop, encourage and maintain housing, educational facilities, employment, commerce and economic development in the City.

Tax Levy. The total amount to be raised by general property taxes for operating and debt service purposes.

Tax Rate. The amount of tax stated in terms of a unit of the tax base, for example, \$.50 per \$100 (one hundred dollars) assessed valuation of taxable property.

Tax Rate Limit. The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state and local, having jurisdiction in a given area.

Tax Roll. The official list showing the amount of taxes levied against each taxpayer or property. Frequently, the tax roll and the assessment roll are combined, but even in these cases the two can be distinguished.

Taxes. Compulsory charges levied by a government for the purpose of financing services performed for the common benefit. This term does not include specific charges made against particular persons or property for current or permanent benefits such as special assessments. Neither does the term include charges for services rendered only to those paying such charges as, for example, sewer service charges.

Technical Adjustments. Represents adjustments made by the City Council to the Proposed Budget for the Final Adopted Budget.

Texas Commission on Environmental Quality (TCEQ). The environmental agency for the State of Texas.

Transfers In/Out. Amounts transferred from one fund to another to assist in financing the services of the recipient fund.

Transmittal Letter. A general discussion of the proposed budget presented in writing as a part of the budget document. The transmittal letter explains the principal budget issues and presents the recommendations made by the City Manager.

Unencumbered Balance. The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purchases.

Unreserved Fund Balance. The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

Water and Sewer Fund. Fund used to account for the rendering of water and sewer services to the residents of the City. Activities of the fund include the administration, operation and maintenance of the water and sewer system, and billing and collection activities. The fund also accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest for revenue bonds and obligations under capital leases. All costs are financed through charges made to utility customers with rates reviewed regularly and adjusted if necessary to ensure the integrity of the fund.

Water and Wastewater Interest and Sinking (WWIS) Fund. A fund established to account for the City's obligation to pay the principal and interest of all bonds and other debt instruments according to a pre-determined payment schedule.

Working Capital. The amount by which total current assets exceed total current liabilities.

Workload Measures. Reflects major activities of the division/department. They indicate the amount of work that has been done in the past and projected workload levels for the current and next years. Workload measures should be able to be tracked with a reasonable amount of time and effort.



Title

Report on adoption of the City Budget for fiscal year 2023, including a proposed property tax rate.

Purpose

To adopt the City Council Budget for fiscal year 2023 and propose a new property tax rate.

Background

The City Council received the proposed budget from the City Manager on 28 July 2022. Since then the City Council has held several work sessions, received input from 2 sub-committees, held a public hearing and discussed further the matter at its meeting on 8 September 2022.

The City Council's deliberations were set in the context of its existing policy to reduce the overall property tax burden together with its ongoing commitments to protect vital public services and invest in community infrastructure.

Proposals

The proposed budget has been amended to include the following:

- a 3.5 cents reduction in the property tax rate to 75 cents – this is below both the No New Revenue Rate and the Voter Approval Rate
- a \$20M reduction in new debt issuance
- a \$1.25M reduction in General Fund contingencies
- a \$6M increase in cash funding for the Capital Improvement Program

Recommendations:

1. To adopt the budget as now presented.
2. To set an overall tax rate of 75 cents - \$0.463114 for maintenance & operations and \$0.286886 for debt service.
3. To hold a public meeting on the proposed tax rate and set that rate at the City Council meeting on 13 October 2022.



CITY COUNCIL MEETING

6. a.

Meeting Date: 09/22/2022

Subject: Consider a resolution accepting two (2) Teqball Tables to be used a Jenkins Park and The Baytown Community Center

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Clifford Hatch, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider a resolution accepting two (2) Teqball Tables for the Parks and Recreation Department to be used at Jenkins Park and The Baytown Community Center, donated by Teqball USA LLC.

PREFACE

This proposed resolution accepts two (2) Teqball Tables to be used at Jenkins Park and The Baytown Community Center, which are being donated by Teqball USA LLC, to be used for the sole purpose of the development of the teqball sport as agreed by Teqball.

Teqball info:

<https://www.youtube.com/watch?v=T1pIG3B20tc>

Teqball is a ball sport that is played on a curved table, combining elements of soccer and table tennis. Back and forth, the players hit a football with any part of the body except arms and hands. Teqball can be played between two players as a singles game, or between four players as a doubles game. The game is represented at an international level by the International Federation of Teqball (FITEQ).

Baytown Parks and Recreation plans on installing one outdoor "Teq One table" valued at \$2,499.00, table at Jenkins Park, and house one indoor "1 Teq Lite Table" valued at \$1,849.00, at the Baytown Community Center.

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

Resolution - Accepting Donation of 2 Teqball Tables

Teq One Donation Letter

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, ACCEPTING THE DONATION OF TWO (2) TEQBALL TABLES VALUED AT FOUR THOUSAND THREE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$4,348.00) FROM TEQBALL USA, LLC, FOR THE PARKS AND RECREATION DEPARTMENT, TO BE USED AT JENKINS PARK AND THE BAYTOWN COMMUNITY CENTER; 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 accepts the donation of two (2) Teqball tables valued at FOUR THOUSAND THREE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$4,348.00) from Teqball USA, LLC, for the Parks and Recreation Department, be used at Jenkins Park and the Baytown Community Center.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

Los Angeles, CA
Subject: Letter of Donation

Dear Partner,

In my capacity as Manager of Teqball USA LLC ("Teqball"), it is my deliberate wish to provide the City of Baytown ("Recipient") a donation in order to contribute to the successful development of teqball. Accordingly, the donation shall be used for the sole purpose of the development of the teqball sport as agreed by Teqball. We thank you for your cooperation in this respect.

The donation by Teqball includes 1 Teq One table for a total value of \$2499 including shipping costs to the place of delivery. The table(s) will be shipped from Savannah, Georgia to 1210 park street Baytown 77520

at the agreed date.

However, Recipient shall be responsible to ensure cooperation with the local authorities and/or Teqball as may be required (including personal availability for an active contribution to import, customs and transport process management, observing the authority deadlines) in order to receive the donation. Any costs due to delayed process management by Recipient shall be borne by Recipient.

The donation is provided to be placed and maintained in the following location(s):

Jenkins Park – 4334 Crosby Cedar Bayou Road

Recipient understands that end users use the donated items at their own risk, and it is the Recipient's responsibility to inform end users thereof. By accepting this donation, Recipient expressly acknowledges and undertakes to inform any end users that Teqball and/or the manufacturer is not liable for any injuries, damages or costs, of whatever nature, regarding the use of the donated items, except if such damage is caused by latent product defects that can be demonstrated as being present at the time of delivery. Recipient is solely responsible to handle and settle any related claims. For these purposes, Recipient is advised to maintain appropriate insurance policy to cover all potential risks. You are kindly requested to learn more about the proper use of the donated items through www.teqball.com or at www.fiteq.org.

I hope that Teqball's donation will contribute to the success of teqball and teqball events and activities, and will contribute to the local community in a positive manner.

Best regards,

Ajay Nwosu
Teqball USA LLC
Manager

On behalf of the Recipient I accept (signature):

Date:

Name and Position:

Annex: Pro-forma invoice of the donated tables



CITY COUNCIL MEETING

7. a.

Meeting Date: 09/22/2022

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

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Raquel Martinez, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

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

PREFACE

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

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. a.

Meeting Date: 09/22/2022

Subject: Receive a presentation from NRG Energy Inc., regarding Project Moonshot

Prepared for: Rick Davis, City Management

Prepared by: Raquel Martinez, City Clerk's Office

Department: Administration

Information

ITEM

Receive a presentation from NRG Energy Inc., regarding Project Moonshot, an expansion project at the Cedar Bayou Plant in East Baytown.

PREFACE

This item allows for City Council to receive a presentation from NRG Energy Inc., regarding Project Moonshot, an expansion project at the Cedar Bayou Plant in East Baytown.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact.

Attachments

NRG Project Moonshot



Project - Moonshot

January 2022

NRG Energy

- David Freeman, Project Development, Phone 214.597.2517, david.freeman@nrg.com
- Mike Tavani, Development Financing, Phone 609.524.4808 michael.tavani@nrg.com
- Vince Menta, Development Engineering, Phone 713.537.2480, vincent.menta@nrg.com

Community Relations Consultant

- Rusty Senac, Phone 281.383.3308, arsenac@aol.com

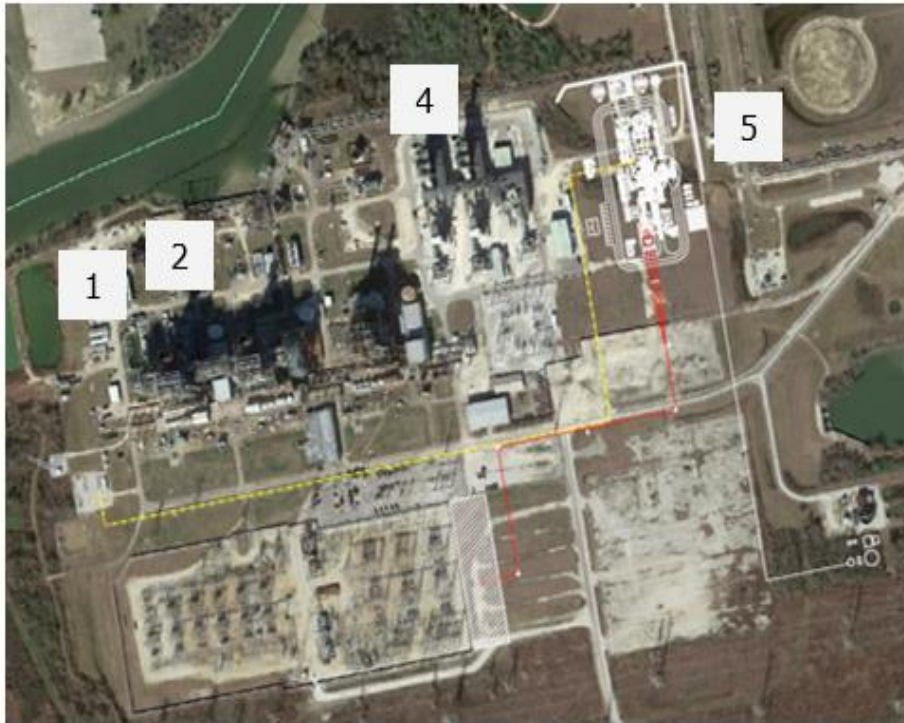
Duff & Phelps – Site Selection & Incentives Advisory

- Tony Schum, Director, Phone 512.671.5509, tony.schum@duffandphelps.com
- Gerald Byrd, Senior Associate, Phone 936.827.2900, gerald.byrd@duffandphelps.com

Alternative A - Cedar Bayou 5 (CB5) Project Overview



Proposed 690 MW MHPS M501 JAC Combined Cycle Combustion Turbine



Location	Cedar Bayou Power Plant, Baytown, TX
Summer Capacity	665 MW (w/ 80 MW duct firing)
Interconnection	345 kV CenterPoint
Fuel Type	Natural Gas
Technology	1x1 MHPS M501 JAC
Heat Rate MMBtu/MWh (HHV)	6.2 base (6.5 w/ duct firing)
Emissions Controls	Hot SCR & CO catalyst
Staffing Level	~18 FTE
Target COD	Q2 2025
Est. Asset Life	~35 years
Primary Revenue	Targeting Long-term PPAs (ERCOT, Houston Hub)
Land	~9 acres
Est. Capex (Unlevered)	\$458MM (\$663/kW)

How would a new gas-fired unit support an increasingly renewable ERCOT energy supply?

- Fast start & low emissions support TX energy demand when solar/wind not available (e.g. Winter Storm Uri & evenings)
- Hydrogen Fuel Option –
 - Turbine could initially be 30% H²-capable
 - Mitsubishi plans to upgrade this turbine technology to 100% H²-capable in ~10 years
 - Existing 600-mile H² pipeline connected to supplies, demands & storage from Clear Lake, TX to New Orleans, LA

- CCGT would have the **ability to ramp-up quickly**, esp. compared to existing CB units
- Construction would take 30+ months, creating local economic impact from **hundreds of temporary construction jobs and salaries**
- Retain existing jobs at the complex and create **~18 net new full-time positions**, with **full healthcare, retirement and other employee benefits**
- **Improve regional power grid reliability, performance and power quality**, a welcome development for local residents and critical advantage for prospective businesses considering expansions or relocations to the Baytown, Mont Belvieu, or West Chambers industrial complexes
- **Lower environmental impacts** than traditional combined cycle plants, considering the availability of Cedar Bayou as fresh/brackish water sources (not municipal water supplies) and the lower emissions of new turbine technology
- Current taxable value of the CB generating station (Units 1–4) is ~\$106.2M. Based on assumptions of cost, depreciation, economic obsolescence, net operating income, and other major inputs, the estimated **peak market value** of CB5 would be **~\$355M** (Year 2)
- The first power generation unit built at Cedar Bayou has operated for over 50 years. Despite major technology changes in the energy industry, NRG's reputation for responsible operation & properly maintained M&E prolonged the economic life and ad valorem taxability of the Cedar Bayou complex

- Project Moonshot would constitute a significant capital investment in NRG's US operations, create **lasting economic benefit** for the community, and encourage stable, reliable, cost-effective energy production in the region
- Energy created by the Project would bolster existing wind & solar power sources, providing much-needed support to a state electric grid with serious **capacity & reliability challenges**
- Given the importance of **offsetting capital costs & minimizing tax liabilities** for the Project, NRG will incorporate state & local incentive offers for each target site into its cost-benefit analysis
- Property tax is typically the largest nonfuel line-item operating cost of a capital-intensive project
 - The availability of abatements, reductions or other offsets will be a **critical factor in approving Project Moonshot**
 - Economic development incentives would also make the Project sufficiently attractive to potential debt and tax equity investors, and long-term power purchasers essential to achieve Full Notice to Proceed (FNTP) by NRG and its finance partners

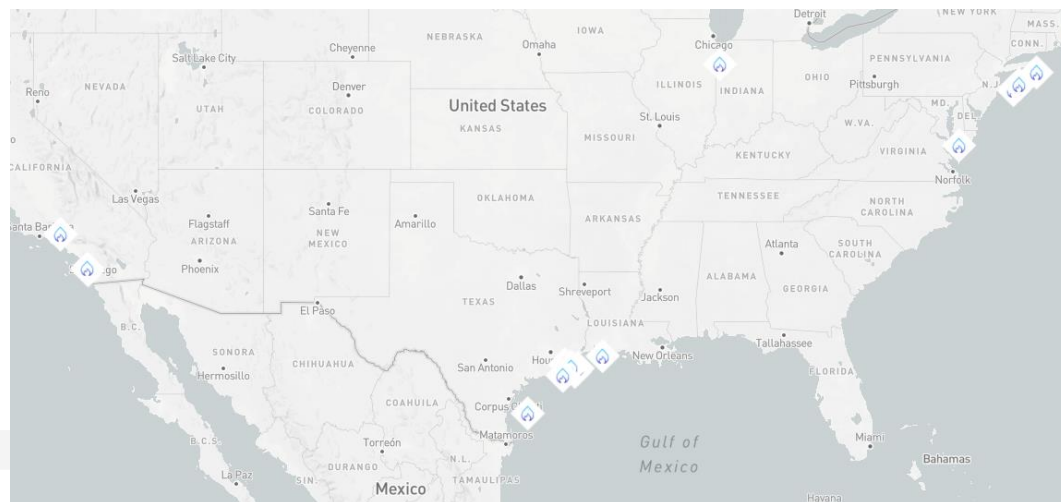
- For the project to proceed at Cedar Bayou, NRG will need a **strong economic partnership** with Baytown and Chambers County, demonstrating a mutual desire to incentivize this expansion
- The project MUST attract globally flexible equity & debt investors which have global alternatives
- Existing NRG plant sites **leverage several cost & infrastructure advantages**, including: land ownership, active personnel, substation capacity, on-site natural gas & water supply, and adequate security perimeters
- Ultimately, location and FNTTP will be determined by the project profile with the **highest projected ROI**, including **favorable PPA terms** and **low tax liabilities**
- NRG is currently evaluating several **brownfield sites** for Project Moonshot including three in Texas and one Texas greenfield location:
 - Cedar Bayou, Chambers County
 - Greens Bayou, Harris County
 - WA Parish, Fort Bend County
 - Southeast Texas, Confidential Greenfield Site

Request for Incentives Consideration – Cont'd



- Alternatively, NRG leadership could decide to allocate the estimated capex for Project Moonshot to other proposed energy generation project locations with higher projected ROI
- NRG currently has existing natural gas-fired power plants in the following states and locations:

Name	Type	Location	% Ownership	NRG Owned (Net MW)
Arthur Kill	Natural Gas	Staten Island, NY	100	866
Astoria	Natural Gas	Astoria, NY	100	423
Cedar Bayou	Natural Gas	Eldon, TX	100	1494
Cedar Bayou 4	Natural Gas	Eldon, TX	50	252
Chalk Point CT	Natural Gas	Prince George's County, MD	100	80
Cottonwood	Natural Gas	Deweyville, TX	100	1153
Devon	Natural Gas	Milford, CT	100	133
Greens Bayou	Natural Gas	Houston, TX	100	330
Gregory	Natural Gas	Gregory, TX	100	385
Joliet	Natural Gas	Joliet, IL	100	1317
Long Beach	Natural Gas	Long Beach, CA	100	252
Midway-Sunset	Natural Gas	Fellows, CA	50	113
Petra Nova Cogen	Natural Gas	Thompsons, TX	50	19
San Jacinto	Natural Gas	La Porte, TX	100	160
Sunrise	Natural Gas	Fellows, CA	100	586
TH Wharton	Natural Gas	Houston, TX	100	1001
WA Parish (Natural Gas)	Natural Gas	Thompsons, TX	100	1118
Watson	Natural Gas	Carson, CA	49	204



Potential Incentive Programs for Project Moonshot



Chambers County Ch. 312 Abatement



City of Baytown IDA

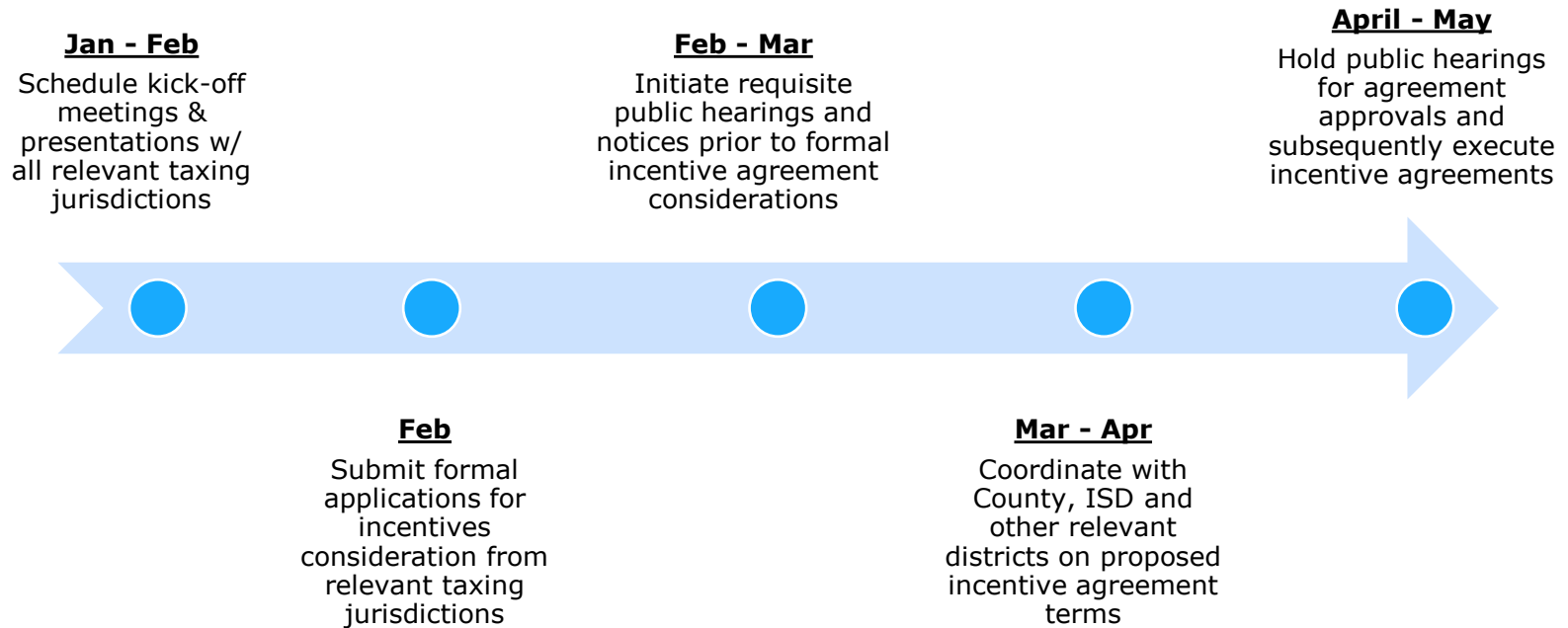


Goose Creek CISD Ch. 313 Value Limitation



Lee College Ch. 312 Abatement

Proposed Next Steps for Incentive Consideration



- **Additional Permitting** air & water permits & state/industry regulatory approvals (ERCOT, PUCT, TCEQ, etc.)
- **Chapter 313 program sunset** is 12/31/22
 - Comptroller suggests practical application deadline is end of June (at absolute latest; would likely need to be much sooner)
 - Statutory review/due diligence period (up to 90 days) + 60-day ISD BOT approval and agreement execution must occur prior to 12/31/22
 - Comptroller's Office experiencing unprecedented staffing issues (including COVID) and application pipeline volume
- **Full Notice to Proceed** (FNTP) only possible if ALL of the following interrelated criteria are satisfied:
 - Long-term power sale(s)
 - Debt & equity financing secured
 - Cost assumptions including tax liabilities confirmed



CITY COUNCIL MEETING

9. a.

Meeting Date: 09/22/2022

Subject: Authorize Change Order No. 5 to the Citizens Bank Renovation Project

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

Prepared by: Roshan Chaudhary, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing Change Order No. 5 for the Citizens Bank Renovation Project.

PREFACE

This proposed ordinance authorizes Change Order No. 5 to the Citizens Bank Renovation Project (the "Project") between the City of Baytown and Construction Masters of Houston LLC. in an amount of \$30,128.75. The City of Baytown (the "City") approved a 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.

Four 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 that was in conflict with all subsurface utilities and the parking lot and building foundations.
- Change Order No. 3 was in the amount of \$12,024.86 for electrical conduit, two Nema joint boxes for camera equipment, mounting hardware, and a TL01 lobby tile material alternate selection due to material shortage.
- Change Order No. 4 was in the amount of \$17,907.53 for irrigation meter backflow preventer, concrete pad, and solid insulated cover with heating trace element and storm drain demolition, slurry containment, installation of 18-inch reinforced concrete pipe, compacted with cement stabilized sand, red concrete dye protective pour for high voltage illumination conduit, and replacement of 150 square feet sidewalk.

The items included in Change Order No. 5 is given below:

1. Removal of existing asphalt, sealant, and mortar build-up and re-seal of existing expansion joints of Brunson wall in the area to cover graffiti and provide and provide a more aesthetically pleasing wall adjacent to the building. The wall will be painted with elastomeric paint.

Description	Total
1. Scrape, reseal, and re-paint Brunson wall	\$30,128.75
Change Order No. 5 Total	\$30,128.75

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: \$30,128.75
Fiscal Impact (Additional Information):

Attachments

Ordinance - Change Order No. 5-Citizens Bank Renovation
Exhibit A - Change Order No. 5
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING CHANGE ORDER NO. 5 TO THE CITIZENS BANK RENOVATION PROJECT WITH CONSTRUCTION MASTERS OF HOUSTON, INC., IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND ONE HUNDRED TWENTY-EIGHT AND 75/100 DOLLARS (\$30,128.75); AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, does hereby authorize Change Order No. 5 to the Citizens Bank Renovation Project with Construction Masters of Houston, Inc., in an amount not to exceed THIRTY THOUSAND ONE HUNDRED TWENTY-EIGHT AND 75/100 DOLLARS (\$30,128.75). 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 22nd day of September, 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

Citizen's Bank Renovation

Date of Issuance:	<u>9/22/2022</u>	Change Order No.:	<u>5</u>
Contractor:	<u>Construction Masters of Houston, Inc.</u>	CoB Project No.:	<u>FA1801</u>
Designer:	<u>Element Architects, LLC</u>	P.O. No.:	<u>2203812</u>

Explanation:

This change order encompasses the following:

5.1) removal of existing asphalt, sealant, and mortar build-up and re-seal of existing expansion joints of Brunson wall in the area shown in yellow and blue on CPR-005 (attached). Paint back Brunson wall with elastomeric paint per RFI-018 and CPR-005 in the area shown in yellow and blue on CPR-005. Protection of the new building roof is included.

Description of Work

	<u>Cost</u>	<u>Time</u>
5.1 Scrape, reseal, and re-paint Brunson wall per CPR-005	\$ <u>30,128.75</u>	<u>0</u> Days

Please attach back-up documentation: CPR-005 (highlighted) and RFI-018

Cost & Time Change Summary

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ <u>3,467,695.00</u>	<u>559</u> Days
Previous Change Order(s):	\$ <u>76,096.61</u>	<u>35</u> Days
Contract prior to this change order:	\$ <u>3,543,791.61</u>	<u>594</u> Days
Net increase (decrease) from this change order	\$ <u>30,128.75</u>	<u>0</u> Days
Revised Contract:	\$ <u>3,573,920.36</u>	<u>594</u> Days

Finance Approval: _____ Date: _____

RECOMMENDED:

By:  Date: 09-09-22
Design Engineer/Architect

RECOMMENDED:

By:  Date: 09/09/2022
Director of Public Works & Engineering

ACCEPTED*:  9-9-2022

By: Dennis Busby Date: 9/8/22
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: 8/10/22 Revised 9/8/22

Change Proposal No: 5

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 changes.

Response to RFI #18 Brunson Wall

FBS	\$	24,770.00
FBS	\$	3,500.00
Subtotal	\$	28,270.00
OH&P	\$	1,413.50
Additional Bond Premium (2.5% up to \$100K; 1.5% up to \$500K)	\$	445.25
Total Change Proposal Request	\$	30,128.75

Scope: Includes all exposed Brunson west wall.

1. Scrape existing asphalt and sealant.
2. Reseal existing expansion joints.
3. Remove exiting mortar build up
4. Paint with elastomeric paint.
5. Roof protection for new Utility Building

Note:

1. Pricing does not include any brick replacement or repairs.

Additional Time Requested: None

Dennis Busby,
Construction Masters of Houston, Inc



PROPOSAL

DATE: 8/5/2022

JOB NAME: Baytown Utility Services

JOB #:

JOB ADDRESS: 315 West Texas Avenue, Baytown, TX, 77020

TO: Dennis Busby

Phone: (281) 780-3871

EMAIL: Dennis@cmhou.com

PROPOSAL SUMMARY

FBS CONSTRUCTION is pleased to present the following bid \$ based on plans and qualifications and subject to the following inclusions, excluions and qualifications.

INCLUSIONS

Brunson wall prep, prime and paint exterior wall

Alternate Bid	\$24,770.00
Equipment - \$3,500.00	
Material - \$4,500.00	
Labor - \$16,770.00	

**All these prices include a 10% P & OH.

EXCLUSIONS

ANYTHING NOT LISTED ABOVE - EG:(Dumpsters not included)

QUALIFICATIONS

This proposal is valid for 30 days from the above date DUE TO MATERIAL ESCALATION.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

OWNER: FREDDY VALENCIA

EMAIL: freddy@fbs-construction.com

(832) 250-9596

PAINT ESTIMATOR: ROBERT MARTINEZ

robert@fbs-construction.com

(281) 969-6455

Thank you for your business!



PROPOSAL

DATE: 9/8/2022

JOB NAME: Baytown Utility Service - Brunson Wall

JOB #:

JOB ADDRESS: 315 West Texas Avenue, Baytown TX 77020

TO: Construction Masters of Houston

Attn: Dennis Busby

Phone: (281)780-3871

EMAIL: dennis@cmhou.com

PROPOSAL SUMMARY

FBS CONSTRUCTION is pleased to present the following bid **\$3,500.00** based on plans and qualifications and subject to the following inclusions, exclusions and qualifications.

INCLUSIONS

Install heavy mill plastic and masonite or OSB for protection of roof. Scaffolding needed to access wall.

\$3,500.00

\$3,500.00

**** All this work to be performed per plans and specs. ****

EXCLUSIONS

ANYTHING NOT LISTED ABOVE - EG:(Dumpsters not included)

QUALIFICATIONS

This proposal is valid for 30 days from the above date DUE TO MATERIAL ESCALATION.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

PRESIDENT: FREDDY VALENCIA

EMAIL: freddy@fbs-construction.com

(832) 250-9596

PAINT ESTIMATOR: ROBERT MARTINEZ

robert@fbs-construction.com

(281) 969-6455

Thank you for your business!

Base Pricing

Alternate add to paint
remaining wall



Dennis Busby

From: Patrick Helemann (ActiveCollab) <notifications@activecollab.email>
Sent: Tuesday, August 2, 2022 1:31 PM
To: Lynnette McLain
Subject: [Baytown Utility Services Building] Re: RFI # 18 Brunson Wall

- Reply above this line to leave a comment -

New comment posted in:

[RFI # 18 Brunson Wall](#)

PH

Patrick Helemann Aug 2, 2022

Scrape remaining asphalt roofing material or sealant from Brunson wall along old roof elevation. Apply elastomeric paint coat to existing Brunson wall brick above new roof elevation and 3ft. past south wall and re-seal all existing expansion joints on Brunson wall down to new building roof elevation. Provide cost alternate to paint entire wall.

Older comments

DB

Dennis Busby Jul 27, 2022

Please provide scope of work for sealing and finishing existing Brunson Wall so we can price for approval. This work will need to be done prior to framing. See attached photo.

[@Everyone](#)

 [Brunson Wall.pdf](#) 194.96kb

Project: Baytown Utility Services Building

Task List: RFIs

People in this task: Adam Cryer, Ahmed Awad, Amy Pelkner, Bob Liu, Christina Neri, Darrell Foster, Dennis Busby, Ed Tomjack, Eric Voss, Gregerz Joseph, Heather Oberst, Josh Moore, Justin Davis, Kevin Boatswain, Lynnette McLain,

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Citizen Bank Renovation Project

Company Name: Construction Masters of Houston, Inc

Department: Public Works

Date: 9/9/2022

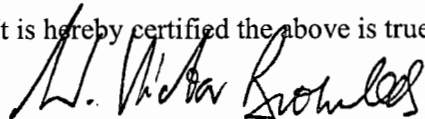
Council Date: 09/22/2022

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.



9/9/2022

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. b.

Meeting Date: 09/22/2022

Subject: Second Amendment to the Agreement for Consulting Services for Ardurra Group, Inc for the East District Wastewater Treatment Plant Project Phase 1.

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

Prepared by: Enrique Villa, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consider an ordinance authorizing the Second Amendment to the Agreement for Consulting Services with Ardurra Group, Inc. for the East District Wastewater Treatment Plant Project, Phase 1.

PREFACE

This proposed ordinance authorizes the Second Amendment to the Consulting Services Agreement with Ardurra Group, Inc for the East District Wastewater Treatment Plant Project, Phase 1.

The scope of work was revised to keep the project within the grant funded amount. The lift station was removed from Phase 1 and added to Phase 2. Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) pump replacement was added to Phase 1. The consultant was required to do additional work to help the City make changes to the grant.

The original agreement amount was \$788,398.51 with a previous amendment of \$5,318.00 has been added. This proposed amendment of \$151,020.00 brings the agreement to a total of \$944,736.51.

Fiscal Impact

Fiscal Year: 2023

Acct Code: 27010-85012-FG27010-85012

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

Funds Budgeted Y/N: Y

Amount Needed: \$151,020.00

Fiscal Impact (Additional Information):

Attachments

Ordinance - Second Amendment to Consulting Services Agreement

Exhibit A - Second Amendment to Consulting Services Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH ARDURRA GROUP, INC., FOR THE EAST DISTRICT WASTEWATER TREATMENT PLANT PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-ONE THOUSAND TWENTY AND NO/100 DOLLARS (\$151,020.00); 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 the Second Amendment to the Consulting Services Agreement with Ardurra Group, Inc., for the East District Wastewater Treatment Plant Contract. A copy of said amendment 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 Ardurra Group, Inc., in an amount not to exceed ONE HUNDRED FIFTY-ONE THOUSAND TWENTY AND NO/100 DOLLARS (\$151,020.00) for professional services 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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"



Consulting Services Contract Amendment

East District Wastewater Treatment Plant Project Phase 1

Date of Issuance: August 1, 2022
Consultant: Ardurra Group, Inc.

Amendment No: 02
Project No: WW2002
PO#: 2101531

Explanation:

This Amendment encompasses the following: The scope of work was revised to keep the project within the grand funded amount. The lift station was removed from Phase 1 and added to Phase 2. Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) pump replacement was added to Phase 1. The consultant was required to do additional work to help the city make changes to the grant. Any funds not expended in the original effort are moved to the new scope work items.

Description of Work

	<u>Cost</u>	<u>Time</u>
1. Additional Design Services for RAS and WAS Pumps replacement	\$ <u>151,020.00</u>	<u>0</u> Days
Total	\$ <u>151,020.00</u>	<u>0</u> Days

Scope/Schedule: The additional scope of work defined in the proposal by Ardurra Group dated July 28, 2022, is included and attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Cost & Time Change Summary:

	<u>Cost</u>	<u>Time</u>
Original Contract:	\$ 788,398.51	<u>1183</u> Days
Previous Amendment(s):	\$ <u>5,318.00</u>	<u>N/A</u> Days
Net increase (decrease) from this Amendment:	\$ <u>151,020.00</u>	<u>0</u> Days
Revised Contract:	\$ <u>944,736.51</u>	<u>1183</u> Days

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:

 9-9-2022

By:  Date: 9/9/2022

Consultant
Yue Sun


Printed Name
Project Director

Title

APPROVED:

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

APPROVED AS TO CONTENT:

By:  Date: 09/09/2022
FRANK O. SIMONEAUX, JR., P.E., PWE Director

APPROVED AS TO FUNDING:

By: _____ Date: _____
VICTOR BROWNLEES, Finance Director


Enrique Villa
Project Manager

EXHIBIT A
ED WWTP Phase 1
Clarifiers 2 and 3 RAS/WAS Pumps Replacement
SCOPE OF SERVICES

BACKGROUND

Due to escalated construction costs and city project budget constraints, project scope modifications were made to the ED WWTP Phase 1 Improvements. The Influent Lift Station and associated SCADA improvements were moved to the Phase 2 project. The Clarifiers 2 and 3 return activated sludge (RAS) and waste activated sludge (WAS) pumps replacement were moved to the Phase 1 project.

The general scope related to the Clarifiers 2 and 3 RAS/WAS replacement include the following components.

PART 1 - BASIC SERVICES

- A1.01 General Project Management and Coordination
- A1.02 Preliminary Design Phase
- A1.03 Final Design Phase
- A1.04 Bidding Phase – **No change to original contract**
- A1.05 Construction Phase – **No change to original contract**

PART 2 – SPECIALIZED SERVICES

- A2.01 Site Topographic Survey – **No change to original contract**
- A2.02 Geotechnical Investigation – **No change to original contract**
- A2.03 Detention and Drainage Study – **No change to original contract**
- A2.04 ACI-ADA Review – **No change to original contract**
- A2.05 Asbestos and Lead Survey – **No change to original contract**

PART 1 - BASIC SERVICES

A1.01 General Project Management and Coordination

1. Conduct two additional progress meetings during the project phase with City staff to review work progress, project schedule, and other issues. These meetings will be approximately 1-hour in duration.
2. Coordinate with project team to complete project tasks and meet project objectives.
3. Perform quality assurance/quality control (QA/QC) review related to the RAS/WAS pump replacement. To accelerate the project schedule, two deliverables are proposed including 90% submittal and final bid ready set.
4. Engineer will review, consolidate and prepare written response to City's review committee.
5. Additional coordination with grant administrator and provide supporting documents.
6. Perform additional project management and coordination duties throughout the project, maintain and update project schedule, tracking budget, and prepare invoicing and progress

reports.

A1.02 Design Phase

1. Conduct additional plant data research, record drawing review, and site visits.
2. Design Basis Development: Review and analyze the data received and develop a basis of design for pump replacement. Perform process evaluation to determine pump design flow, conduct hydraulic evaluation to determine design pressure, and address associated electrical, instrumentation and control modifications.
3. Perform constructability reviews to identify construction concerns, site constraints, and associated costs related to the pump replacement. Identify overall construction activities in sequence, and address maintenance of plant operations to minimize impacts during construction.
4. Prepare plans for proposed improvement work. Clarifiers 2 and 3 RAS/WAS Pumps replacement Plans will be included in 90%, and Final Bid-Ready Documents.
5. Prepare specifications using a combination of City and Ardurra's standard specifications modified as necessary to accommodate local conditions. Specification format will be Ardurra standard format.
6. Develop a quantity take-off and prepare an opinion of probable construction cost (OPCC) for the additional scope and include it with each submittal.

Exhibit B
Level of Effort

			Ardurra Estimated Man-hours																
			Position	Principal	QA/QC/Subject Matter Specialist	Sr. PM	Proj Eng. 5/6 (Process Mech)	Proj Eng. 3/4 (Process Mech)	Sr. Designer	CAD Tech	Word Processor	Admin/Accounting	Ardurra - Total Hours (Hrs)	Ardurra Subtotal Labor Cost (\$)	Ardurra Subtotal (\$)	Gupta (Electrical/I&C) (\$)	Subconsultant Subtotal (\$)	Ardurra Sub Mark-up (8%) (\$)	Total Cost (Ardurra + Subs) (\$)
Task	Subtask	Task Description	Rate	\$ 250.00	\$ 250.00	\$ 250.00	\$ 180.00	\$ 160.00	\$ 155.00	\$ 90.00	\$ 135.00	\$ 110.00							
PART 1 - BASIC SERVICES																			
A1.01. GENERAL PROJECT MANAGEMENT AND COORDINATION																			
	1	Project Progress Meetings, Agenda and Meeting Minutes (2 additional meetings)		2		4		6				2	14	\$ 2,680.00	\$ 2,680.00	\$ 2,000.00	\$2,000.00	\$ 160.00	\$ 4,840.00
	2	Internal Project Team Coordination and Meetings				3	4	8				4	19	\$ 3,190.00	\$ 3,190.00	\$ 2,400.00	\$2,400.00	\$ 192.00	\$ 5,782.00
	3	QA/QC and Technical Review (90%, & Final Bid-Ready)		2	12								14	\$ 3,500.00	\$ 3,500.00	\$ 5,400.00	\$5,400.00	\$ 432.00	\$ 9,332.00
	4	City Review (90% and final bid-ready) and Submittal Comments Incorporation, Comments-Response Log Preparation				4		8			2	2	16	\$ 2,770.00	\$ 2,770.00	\$ 5,400.00	\$5,400.00	\$ 432.00	\$ 8,602.00
	5	Coordinate with Grant Administrator (2 coordination meetings)		6	8	8		8					30	\$ 6,780.00	\$ 6,780.00	\$ 1,500.00	\$1,500.00	\$ 120.00	\$ 8,400.00
	6	Project Schedule, Filing, Invoicing, Progress Report & Contract Administration (Final Design Phase)				2		4				4	10	\$ 1,580.00	\$ 1,580.00		\$0.00	\$ -	\$ 1,580.00
A1.01. GENERAL PROJECT MANAGEMENT AND COORDINATION				10	20	21	4	34	0	0	2	12	103	\$ 20,500.00	\$ 20,500.00	\$ 16,700.00	\$16,700.00	\$ 1,336.00	\$ 38,536.00
A1.02. DESIGN PHASE																			
	1	Plant Data Research, Record Drawing Review, & Site Visits				2	8	30					40	\$ 6,740.00	\$ 6,740.00	\$ 2,700.00	\$2,700.00	\$ 216.00	\$ 9,656.00
	2	Design Basis Development											0	\$ -	\$ -	\$ 9,400.00	\$9,400.00	\$ 752.00	\$ 10,152.00
		Clarifier 2 RAS/WAS				3	16	40					59	\$ 10,030.00	\$ 10,030.00		\$0.00	\$ -	\$ 10,030.00
		Clarifier 3 RAS/WAS				3	12	40					55	\$ 9,310.00	\$ 9,310.00		\$0.00	\$ -	\$ 9,310.00
	3	Constructability Review and Construction Sequence Plan				4	16						20	\$ 3,880.00	\$ 3,880.00	\$ 2,400.00	\$2,400.00	\$ 192.00	\$ 6,472.00
	4	Plans											0	\$ -	\$ -		\$0.00	\$ -	\$ -
		Process Mechanical Design											0	\$ -	\$ -		\$0.00	\$ -	\$ -
	G-1	Cover Sheet											0	\$ -	\$ -		\$0.00	\$ -	\$ -
	G-2	Drawing Index							2				2	\$ 310.00	\$ 310.00		\$0.00	\$ -	\$ 310.00
	G-3	General Legend and Abbreviations I											0	\$ -	\$ -		\$0.00	\$ -	\$ -
	G-4	General Legend and Abbreviations II											0	\$ -	\$ -		\$0.00	\$ -	\$ -
	C-1	Existing Site Plan											0	\$ -	\$ -		\$0.00	\$ -	\$ -
	C-2	Proposed Improvement and Dimension Control Plan				0.5	2	6	8				16.5	\$ 2,685.00	\$ 2,685.00		\$0.00	\$ -	\$ 2,685.00
	C-3	Demolition Site Plan and Yard Piping Demolition				0.5	2	6	8				16.5	\$ 2,685.00	\$ 2,685.00		\$0.00	\$ -	\$ 2,685.00
	C-4	Proposed Yard Piping Plan				0.5	4	8	8				20.5	\$ 3,365.00	\$ 3,365.00		\$0.00	\$ -	\$ 3,365.00
	C-5	Proposed Yard Piping Sections and Details				0.5	4	6	8				18.5	\$ 3,045.00	\$ 3,045.00		\$0.00	\$ -	\$ 3,045.00
	D-1	Existing RAS/WAS Pump Station No.2 Demolition Plan, Section, and Photos				0.5	4	6	6				16.5	\$ 2,735.00	\$ 2,735.00		\$0.00	\$ -	\$ 2,735.00
	D-2	Existing RAS/WAS Pump Station Mo.3 Demolition Plan, Section, and Photos				0.5	4	6	6				16.5	\$ 2,735.00	\$ 2,735.00		\$0.00	\$ -	\$ 2,735.00
	FM-1	RAS/WAS Pump Station No.2 Improvement Plan and Section				0.5	4	12	16				32.5	\$ 5,245.00	\$ 5,245.00		\$0.00	\$ -	\$ 5,245.00
	FM-2	RAS/WAS Pump Station No.2 Improvement Details				0.5	2	12	12				26.5	\$ 4,265.00	\$ 4,265.00		\$0.00	\$ -	\$ 4,265.00
	FM-3	RAS/WAS Pump Station No.3 Improvement Plan and Section				0.5	4	12	16				32.5	\$ 5,245.00	\$ 5,245.00		\$0.00	\$ -	\$ 5,245.00
	FM-4	RAS/WAS Pump Station No.3 Improvement Details				0.5	2	12	12				26.5	\$ 4,265.00	\$ 4,265.00		\$0.00	\$ -	\$ 4,265.00
	FM-5	Misc. Details				0.5		4	12				16.5	\$ 2,625.00	\$ 2,625.00		\$0.00	\$ -	\$ 2,625.00
		Electrical Instrumentation Control Subdiscipline Plans											0	\$ -	\$ -	\$ 33,100.00	\$33,100.00	\$ 2,648.00	\$ 35,748.00
	5	Contract Documents, Bid Form, and Technical Specifications Revision for Scope Changes (full specs for 90%, and Final Bid-ready)				4	6	32			10	12	64	\$ 9,870.00	\$ 9,870.00	\$ 3,100.00	\$3,100.00	\$ 248.00	\$ 13,218.00
	6	Cost Estimate Update & Review for Scope Revision (90% & Final bid-ready)				6		24					30	\$ 5,340.00	\$ 5,340.00	\$ 5,100.00	\$5,100.00	\$ 408.00	\$ 10,848.00
A1.02. DESIGN PHASE				0	0	27.5	90	256	114	0	10	12	509.5	\$ 84,375.00	\$ 84,375.00	\$ 55,800.00	\$55,800.00	\$ 4,464.00	\$ 144,639.00
TOTAL BASIC SERVICES				10	20	48.5	94	290	114	0	12	24	612.5	\$ 104,875.00	\$ 104,875.00	\$ 72,500.00	\$ 72,500.00	\$ 5,800.00	\$ 183,175.00

Exhibit B

Level of Effort

Gupta - Responsible for Electrical, Instrumentation and Control

			GAI Estimated Man-hours					Total Hours (Hrs)	Subtotal Labor Cost (\$)	ODCs (\$)	Total (\$)
Task	Subtask	Task Description	Principal	Sr. PM	Sr. Engineer (Electrical)	Sr. Engineer (I&C)	Sr. Designer CAD	Admin/Accounting			
		Position	Rate	\$ 225.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 90.00	\$ 84.00		
PART 1 - BASIC SERVICES											
A1.01. GENERAL PROJECT MANAGEMENT AND COORDINATION											
	1	Project Progress Meetings, Agenda and Meeting Minutes (up to 2)		4	2	4			10	\$ 2,000.00	\$ 2,000.00
	2	Internal Project Team Coordination and Meetings		4	4	4			12	\$ 2,400.00	\$ 2,400.00
	3	QA/QC and Technical Review (90%, & Final Bid-Ready)		8	8	8		8	32	\$ 5,400.00	\$ 5,400.00
	4	City Review (90%) and Submittal Comments Incorporation, Comments Response Log Preparation		8	8	8		8	32	\$ 5,400.00	\$ 5,400.00
	6	Project Schedule, Filing, Invoicing, Progress Report & Contract Administration (Final Design Phase)		4				8	12	\$ 1,500.00	\$ 1,500.00
A1.01. GENERAL PROJECT MANAGEMENT AND COORDINATION			0	28	22	24	0	24	98	\$ 16,700.00	\$ -
A1.03. DESIGN PHASE											
	1	Plant Data Research, Record Drawing Review, & Site Visits		4	4	4		4	16	\$ 2,700.00	\$ 2,700.00
	2	Electrical Design Evaluation and Coordination		14	14	14	2	12	56	\$ 9,400.00	\$ 9,400.00
	3	Constructability Review and Construction Sequence Plan		4	4	4			12	\$ 2,400.00	\$ 2,400.00
	4	Plans									
	E-11	RAS/WAS pump station 2 &3 enlarge plan		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-12	RAS/WAS pump station 2 electrical demolition plan		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-13	RAS/WAS pump station 2 grounding plan		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-14	RAS/WAS pump station 2 one-line diagram		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-15	RAS/WAS pump station 2 &3 MCC elevation		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-16	RAS/WAS pump station 3 electrical demolition plan		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-17	RAS/WAS pump station 3 grounding plan		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-18	RAS/WAS pump station 3 one-line diagram		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	E-21	Standard electrical detail III		1	2	1	3		7	\$ 1,100.00	\$ 1,100.00
	I-1	RAS/WAS pump station 2 &3 clarifier communication diagram		1	2	2	3		8	\$ 1,300.00	\$ 1,300.00
	I-2	RAS/WAS pump station 2 &3 instrumentation site plan and elevation		1	2	2	3		8	\$ 1,300.00	\$ 1,300.00
	I-3	RAS/WAS pump station 2 P&ID diagram		1	2	2	3		8	\$ 1,300.00	\$ 1,300.00
	I-4	RAS/WAS pump station 3 P&ID diagram		1	2	2	3		8	\$ 1,300.00	\$ 1,300.00
	I-5	RAS/WAS pump station 2 PLC-4001 panel I/O termination diagram		1	2	2	3		8	\$ 1,300.00	\$ 1,300.00
	I-6	RAS/WAS pump station 3 PLC-4002 panel I/O termination diagram		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-7	RAS/WAS pump station 2 control panel elevation		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-8	RAS/WAS pump station 2 control panel device layout		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-9	RAS/WAS pump station 2 interface diagram		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-10	RAS/WAS pump station 2 control schematic I		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-11	RAS/WAS pump station 2 control schematic II		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-12	RAS/WAS pump station 2 control schematic III		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-13	RAS/WAS pump station 2 control schematic IV		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-14	RAS/WAS pump station 3 control panel elevation		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-15	RAS/WAS pump station 3 control panel device layout		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-16	RAS/WAS pump station 3 interface diagram		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-17	RAS/WAS pump station 3 control schematic I		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-18	RAS/WAS pump station 3 control schematic II		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-19	RAS/WAS pump station 3 control schematic III		1	1	2	3		7	\$ 1,100.00	\$ 1,100.00
	I-20	RAS/WAS pump station 3 control schematic IV		1	2	2	3		8	\$ 1,300.00	\$ 1,300.00

Exhibit B

Level of Effort

Gupta - Responsible for Electrical, Instrumentation and Control

			GAI Estimated Man-hours									
			Principal	Sr. PM	Sr. Engineer (Electrical)	Sr. Engineer (I&C)	Sr. Designer CAD	Admin/Accounting	Total Hours	Subtotal Labor Cost	ODCs	Total
Rate			\$ 225.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 90.00	\$ 84.00	(Hrs)	(\$)	(\$)	(\$)
Task	Subtask	Task Description										
	5	Contract Documents, Bid Form, and Technical Specifications (full specs for 60%, 90%, and Final Bid-ready)		4	4	4		8	20	\$ 3,100.00		\$ 3,100.00
	6	Cost Estimate Update & Review (90%, & Final bid-ready)		8	8	8		4	28	\$ 5,100.00		\$ 5,100.00
A1.03. DESIGN PHASE			0	63	78	83	89	28	341	\$ 55,800.00	\$ -	\$ 55,800.00
TOTAL BASIC SERVICES			0	91	100	107	89	52	439	\$ 72,500.00	\$ -	\$ 72,500.00

Exhibit C Schedule - 7.8.22

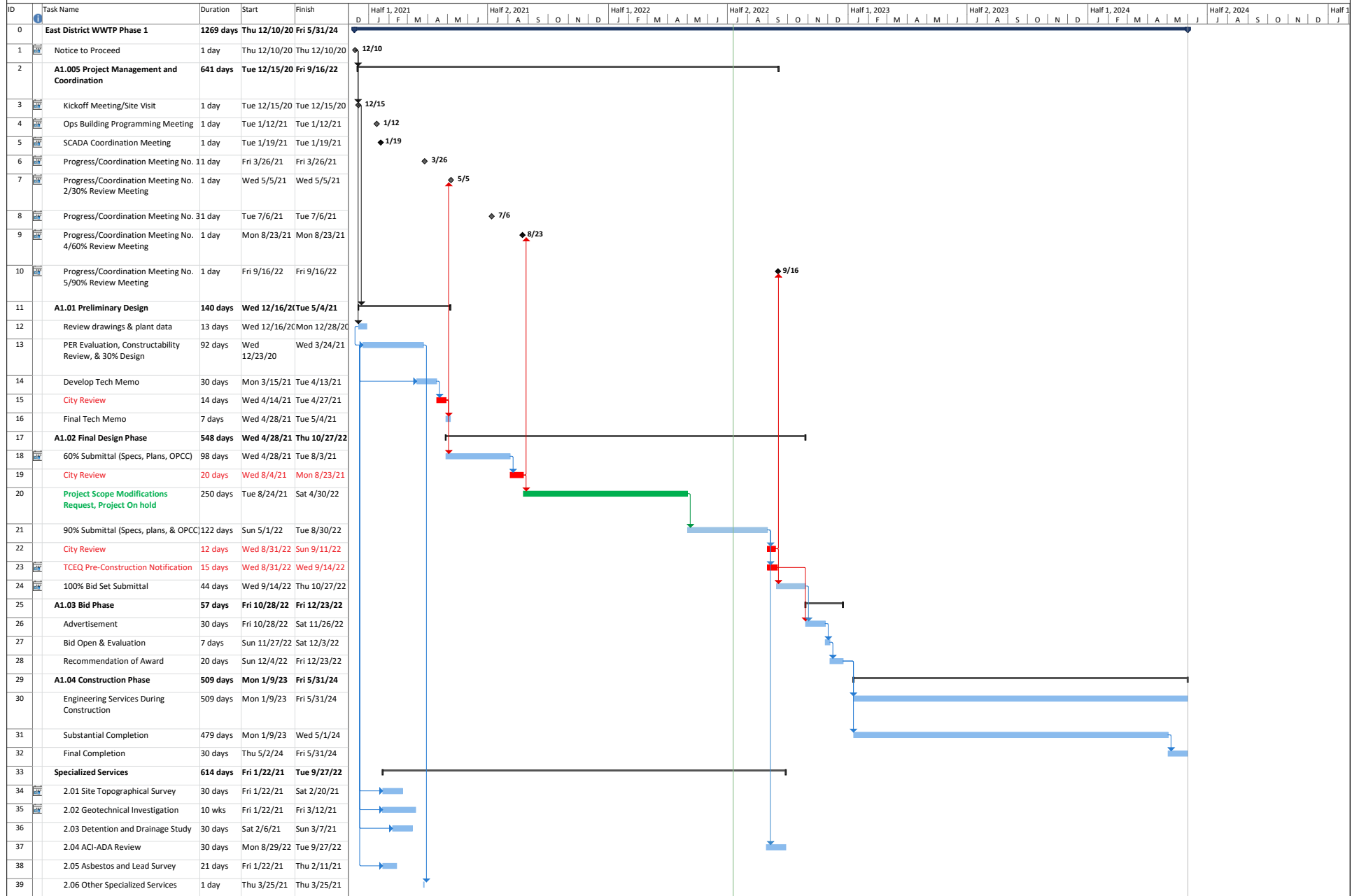


EXHIBIT D

Requirements of Community Development Block Grant Funding

Consultant shall keep and maintain under Generally Accepted Accounting Principles or Government Accounting Standards Board standards, as applicable, full, true, and complete records necessary for fully disclosing to the Texas General Land Office ("GLO"), the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Consultant's compliance with this Contract and all applicable laws, statutes, rules, and regulations.

1. Inspection and Audit

- (a) All records related to this Agreement, including records of Consultant and its subcontractors, shall be subject to GLO Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Consultant's primary location or any location where such records and work products may be found, with or without notice from the City, GLO, or other government entity with necessary legal authority. Consultant shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information request. Consultant will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Consultant understand and agrees that this Agreement is a subcontract under a GLO grant award to the City and that the State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under a grant award, or indirectly through a subcontract under the grant award. Acceptance of funds directly under the grant award or indirectly through a subcontract under the grant award acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, any entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the United States Government shall also have this right to inspection. Consultant shall ensure that this clause concerning the authority to audit funds received indirectly by sub-subcontractors through Consultant and the requirement to cooperate is included in any sub-subcontract it awards.
- (c) Consultant will be deemed to have read and know of all applicable federal, state, and local laws, regulation, and rules pertaining to the Work.

- (d) At any time, the GLO may perform, or instruct a third party to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Consultant's operation. Consultant shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulation.

2. Period of Retention

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas Community Development Block Grant Mitigation program, in accordance with federal regulation. The GLO will notify all Program participants of the date upon which local records may be destroyed.

3. Procurement

Consultant must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Consultant must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- a. the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- b. the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

4. Conflict of Interest

- a. Consultant shall abide by the provisions of this section and include the provisions in all subcontracts. Consultant shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- b. Consultant shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

5. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- a. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national

origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Consultant will include the provisions of the Paragraph 23 in every sub-subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: East District Wastewater Treatment Plant Project Phase 1.

Company Name: Ardurra

Department: Public Works

Date: 09/12/2022

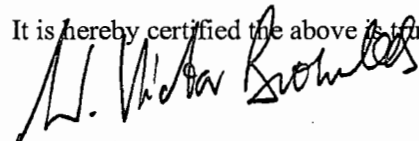
Council Date: 09/22/2022

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.



09/12/2022

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. c.

Meeting Date: 09/22/2022

Subject: Consider an ordinance authorizing an Agreement with Terracon Consultants, Inc. for the Annexation Utilities-Connally Area Package One Project.

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

Prepared by: Brant Gary, Public Works/Engineering/BAWA

Department: Public Works/Engineering/BAWA

Information

ITEM

Consideration of an ordinance authorizing an Agreement with Terracon Consultants, Inc. for construction material testing services for the Annexation Utilities-Connally Area Package One Project.

PREFACE

The proposed ordinance authorizes an agreement for Consulting Services Agreement with Terracon Consultants, Inc. for construction materials testing for the Annexation Utilities-Connally Area Package One Project in the amount of \$86,952.50.

The scope of this agreement includes observation, testing and documentation of construction activities to maintain compliance assurance with construction specifications for the Annexation Utilities-Connally Area Package One Project. The scope of work includes observation of proof rolling operations, subgrade compaction, gradation testing, density testing, testing of concrete placed for the driveways, including providing certified field technicians and project oversight.

The proposed ordinance authorizes the agreement for consulting services with Terracon Consultants, Inc. in a total amount not to exceed \$86,952.50.

Fiscal Impact

Fiscal Year: 2022
Acct Code: 32303-85012-SS2002-85012
Source of Funds (Operating/Capital/Bonds): Bonds
Funds Budgeted Y/N: Y
Amount Needed: \$86,952.50
Fiscal Impact (Additional Information):

Attachments

Ordinance - PSA with Terracon Consults.-Annexation-Utilities Connally Area Pkg. One
Exhibit A - Professional Services Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING A CONSULTING SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR CONSTRUCTION MATERIALS TESTING FOR THE ANNEXATION UTILITIES-CONNALLY AREA PACKAGE ONE PROJECT; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND NINE HUNDRED FIFTY-TWO AND 50/100 DOLLARS (\$86,952.50); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to a Consulting Services Agreement with Terracon Consultants, Inc., for construction materials testing for the Annexation Utilities-Connally Area Package One Project. A copy of said agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: That the City Council of the City of Baytown authorizes payment to Terracon Consultants, Inc., in an amount not to exceed EIGHTY-SIX THOUSAND NINE HUNDRED FIFTY-TWO AND 50/100 DOLLARS (\$86,952.50) for professional services in accordance with the agreement authorized in Section 1 hereinabove.

Section 3: That the City Manager is hereby granted general authority to approve a decrease or an increase in costs by FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less.

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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

STATE OF TEXAS §

COUNTY OF HARRIS §

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

1. Scope of Services/Consultant Fees

This Agreement authorizes Consultant to perform construction material testing services for the Annexation Utilities-Connally Area Package One Project that will construct approximately 6,700 linear feet of waterlines and about 7,900 linear feet of gravity sanitary sewer lines along the following streets:

- Sheppard Road between W. Cedar Bayou Lynchburg Road and W. Archer Road
- John Martin Road between W. Cedar Bayou Lynchburg Road and Harris County drainage channel (HCFCD Unit No. 0128-00-00).
- Connally Road between John Martin Road and Sheppard Road.
- Thomas Road between San Jacinto Boulevard and Sheppard Road.
- In addition, existing driveway pavement repairs (concrete, asphalt and gravel) are planned along the project alignment.

The Scope of the Work is detailed in Exhibit "A." The compensation and professional fees for Consultant and its subconsultants is more particularly described in Exhibit "B" and shall not exceed EIGHTY-SIX THOUSAND, NINE HUNDRED FIFTY-TWO AND 50/100 DOLLARS (\$86,952.50). The time schedules for the Work are specified in Exhibit "C." Each of these Exhibits "A" through "C" are incorporated into this Agreement by reference for all purposes.

2. Compensation and Professional Fees

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

Item #	Item Description	Item Terms	Item Costs
1.	Design Phase Services	(Not-to-Exceed)	\$0.00
2.	Bid Phases Services	(Hourly Not to Exceed)	\$0.00
3.	Construction Phase Services	(Hourly Not to Exceed)	\$86,952.50
4.	Additional Services (These services require independent and specific advance, written authorization)	(Lump Sum)	\$0.00
5.	Reimbursable Expenses	(Not-to-Exceed)	\$0.00
6.	Total		\$86,952.50

- b. For an agreed contract amount identified as "Lump Sum," "Not to Exceed" and "Reimbursable," Consultant shall not exceed the fixed contractual amount without written authorization in the form of a Contract amendment.
- c. Reimbursable Expenses, as shown in Exhibit "B" are itemized by work category. Reimbursable Expenses shall be invoiced AT COST, without subsequent markup by Consultant. All invoices containing a request for Reimbursable Expenses shall include copies of the original expense receipts itemized per allowable category.
 - (1) Allowable reimbursable Expenses include:
 - (a) Hard copy reproductions, copies, and/or binding costs;
 - (b) Postage;
 - (c) Mileage, for travel from Consultant's local office (within a 25-mile radius) to meetings the City or job-site. Mileage shall be charged at the current IRS rates;
 - (d) Travel Expenses, mileage from local office to State or federal regulatory agency office beyond 100 miles; and
 - (e) Lodging expenses for destinations beyond 100 miles from Consultant's local office AND (i) when business hours exceed eight hours within one business day or (ii) when Consultant's services require more than one eight-hour day at the destination; provided such expenses has been approved in writing by the City.
 - (2) Disallowed Expenses include travel expenses for professional expertise traveling into the Greater Houston Area from Consultant's office outside the Greater Houston Area.
- d. Consultant shall invoice based upon total services actually completed during the applicable month. Invoices and all required or requested backup information shall be tendered no more often than once a month. Consultant shall not invoice the City for services or expenses that were incurred more than sixty (60) days before the date of the invoice. Failure to timely invoice the City for services or expenses shall result in Consultant's invoice being denied.
- e. In the event of a disputed or contested invoice, the City may withhold from payment that portion so disputed or contested, and the undisputed portion will be paid.

3. Personnel of Consultant

- a. Consultant's Project Manager
 - (1) Consultant shall designate Daniel Mabilirizi, to serve as Project Manager for the Work performed under this Agreement. Any change of Project Manager shall require thirty days' advance written approval from the City's Representative.
- b. Licensed and Registered Architects/Engineers
 - (1) Consultant shall keep a full-time registered architects and/or engineers licensed in the State of Texas on staff and assigned to the Work for the duration of its performance of the Work.

- c. Data on Consultant's Employees
 - (1) Prior to commencement of the Work, Consultant shall forward to the City a detailed resume of the personnel that will be assigned to the Work. Such personnel shall include, but not be limited to, architects and/or engineers as applicable.
- d. Rejection of Consultant's Employees
 - (1) The City reserves the right to approve or reject from the Work any employees of Consultant.

4. Designation and Duties of the City's Representative

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

5. Standards of Performance

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

Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation.
- b. Codes and Standards
 - (2) All references to codes, standards, environmental regulations and/or material specifications shall be to the latest revision, including all effective supplements or addenda thereto, as of the date that the order for any necessary equipment is made by the City or that the construction specified is bid by the City.
 - (2) If any such equipment is specially manufactured, it shall be identified to the City, and the Contractor and the Seller shall present sufficient data to the City to support the design and the suitability of the equipment.

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

6. Schedule

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

7. Instruments of Service

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

8. Insurance

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

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

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

1. Commercial General Liability
 - General Aggregate: \$2,000,000
 - Products & Completed Operations Aggregate. \$2,000,000
 - Personal & Advertising Injury: \$1,000,000 Per Occurrence: \$1,000,000
 - Fire Damage \$500,000
 - Waiver of Subrogation required. Coverage shall be broad form.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.

2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000
 - Coverage for “Any Auto”
 - Waiver of Subrogation required
3. Errors and Omissions
 - Limit: \$1,000,000 for this project
 - For all architects, engineers, and/or design companies
 - Claims-made form is acceptable
 - Coverage will be in force for one (1) year after completion of the Project
4. Workers’ Compensation
 - Statutory Limits
 - Employer’s Liability \$500,000
 - Waiver of Subrogation required.
- b. The following shall be applicable to all policies of insurance required herein.
 1. Insurance carrier for all liability policies must have an A.M. Best Rating of A(-):VII or better.
 2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
 3. Liability policies must be on occurrence form. Errors and Omissions can be on claims-made form.
 4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days’ prior written notice by mail, return receipt requested, has been given to the City.
 5. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies, with the exception of the Workers Compensation and Errors and Omissions Policies required herein.
 6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
 8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of Consultant. Consultant shall provide copies of insurance policies and endorsements required hereunder to the City on or before the effective date of this Agreement.

9. Indemnification and Release

CONSULTANT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER REFERRED TO AS THE "CITY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR DAMAGE TO ANY PROPERTY OR FOR ANY BREACH OF CONTRACT TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL (COLLECTIVELY CONSULTANT'S PARTIES). IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONSULTANT AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF CONSULTANT'S PARTIES' OWN WILLFUL MISCONDUCT, JOINT OR SOLE NEGLIGENCE AS WELL AS THE CONSULTANT'S PARTIES' INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENTS, AND FAILURES TO MAKE PAYMENTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY, HOWEVER, TO LIABILITY ARISING FROM THE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF PERSONS THAT IS CAUSED BY OR RESULTS FROM THE NEGLIGENCE OF ANY PERSON OTHER THAN THE CONSULTANT'S PARTIES. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY FROM WHICH THE CITY IS INDEMNIFIED, CONSULTANT FURTHER AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY LEGAL COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED HEREINABOVE SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

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

10. Subcontractors and Subconsultants

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

11. Termination of Consultant

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

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

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

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

12. Records

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

13. Supervision of Consultant

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

14. Billing

The City shall have thirty (30) days to pay Consultant's invoices from the date of receipt of such invoices and necessary backup information. All invoices must identify with specificity the work or services performed and the date(s) of such work or services. In the event of a disputed or contested invoice, the parties understand and agree that the City may withhold the portion so contested, but the undisputed portion will be paid. Consultant shall invoice the City for work performed no more than once a month and may not invoice the City for work not performed. Invoices shall be received by the City no later than sixty calendar (60) days from the date Consultant and/or its subconsultants perform the services or incur the expense. Failure by Consultant to comply with this requirement shall result in Consultant's invoice being denied and the City being relieved from any liability for payment of the late invoice.

15. Indebtedness.

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

16. No Boycott Israel.

Consultant agrees that it will not boycott Israel during the term of this Agreement. As used in this section, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

17. Reputation in the Community

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

18. Payroll and Basic Records

- a. Consultant shall maintain payrolls and basic payroll records during the course of the work performed under this Agreement and shall preserve them for a period of three years from the completion of the work called for under this Agreement for all personnel working on such work. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.
- b. Consultant shall make the records required to be maintained under the preceding subsection (a) of this section available at no cost to the City for inspection, copying or transcription or its authorized representatives within fifteen days of the City's request therefor. Consultant shall permit such representatives to interview Consultant's employees during working hours on the job.

19. Governing Law

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

20. Notices

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

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

For the City:

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

For the Consultant:

Terracon Consultants, Inc.
Attn: Noosha Smith, P.E.
551 League City Parkway, Ste. F
League City, TX 77573

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

21. No Third-Party Beneficiary

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

22. No Right to Arbitration

Notwithstanding anything to the contrary contained in this Agreement, the City and Consultant hereby agree that no claim or dispute between the City and Consultant arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act,

provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, Consultant consents to be joined in the arbitration proceeding if Consultant's presence is required or requested by the City of complete relief to be recorded in the arbitration proceeding.

23. Waiver

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

24. Complete Agreement

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

25. No Assignment

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

26. Headings

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

27. Severability

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

28. Ambiguities

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

29. Authority

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

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

CITY OF BAYTOWN

RICHARD L. DAVIS, City Manager

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

CONSULTANT:

Terracon Consultants, Inc.

(Company Name)

Noosha Smith

(Printed Name)

[Signature]

(Signature)

Regional Manager

(Title)

STATE OF TEXAS §

COUNTY OF HARRIS §

Before me on this day personally appeared Noosha Smith, in his/her capacity as Regional Manager of Terracon, on behalf of such Terracon Consultants Inc.,

☒ known to me;

☐ proved to me on the oath of _____; or

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

(check one)

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

SUBSCRIBED AND SWORN before me this 9th day of September, 2022.



Kimberly Greeng
Notary Public in and for the State of Texas

EXHIBIT "A" SCOPE OF WORK

PROJECT INFORMATION

This project entails construction of approximately 6,700 linear feet of waterlines and about 7,900 linear feet of gravity sanitary sewer lines along the following streets:

- Sheppard Road between W. Cedar Bayou Lynchburg Road and W. Archer Road
- John Martin Road between W. Cedar Bayou Lynchburg Road and Harris County drainage channel (HCFCD Unit No. O128-00-00).
- Connally Road between John Martin Road and Sheppard Road.
- Thomas Road between San Jacinto Boulevard and Sheppard Road.

In addition, existing driveway pavement repairs (concrete, asphalt and gravel) are planned along the project alignment.

Terracon was provided with the following construction documents for preparation of this proposal:

- Civil drawings prepared by 5engineering, dated May 26, 2022.
- Geotechnical report performed by Aviles Engineering Corporation dated May 5, 2021.

SCOPE OF SERVICES

Services will be provided when scheduled by the Contractor or the City's representative.

1. Earthwork

- Sample backfill and treated material. Prepare and test the samples for the Atterberg Limits and Moisture-Density Relationship.
- Perform field density tests using the nuclear method to determine the moisture content and percent compaction of the fill.
- Cast strength specimen for cement stabilized sand (CSS) and test for compressive strength at 48 hours.

2. Concrete – (Pavement and miscellaneous Structures)

- Sample the fresh concrete for paving and perform required tests, including slump, air content, concrete temperature, and cast test specimens during placements.
- Perform compressive tests of concrete test cylinders cast in the field.

3. Asphalt Pavement

- Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.

Proposal for Construction Materials Testing Services

Water and Wastewater Annexation Projects Package I ■ Baytown, Texas

August 24, 2022 ■ Terracon Proposal No. P91221137



4. Project Management

- Review concrete mixes submitted to Terracon, if requested
- Coordinate field and laboratory testing,
- Communicate with Terracon field technicians, Contractor, and Owner's site representative,
- Review laboratory and field test reports,
- Review our budget and invoice.

EXHIBIT "B" LEVEL OF EFFORT

COMPENSATION

Fees for our services provided will be based on the unit rates shown in the Budget Table. Overtime is defined as all hours worked more than 8 per day, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. **A 4-hour minimum charge will be applied to site visits other than sample or cylinder pick-ups.** All labor, equipment and transportation charges are billed on a portal-to-portal basis from our office.

COST ESTIMATE Water and Wastewater Annexation Projects Package I - Connally Area Terracon Proposal P91221137				
Service (as described in proposal)	Quantity	Unit	Unit Rate	Estimate
EARTHWORK				
Engineering Technician	600	hours	\$ 65.00	\$ 39,000.00
Engineering Technician, overtime	75	hours	\$ 97.50	\$ 7,312.50
Standard Proctor	8	each	\$ 185.00	\$ 1,480.00
Atterberg Limits	8	each	\$ 70.00	\$ 560.00
Percent Passing No. 200 Sieve	8	each	\$ 70.00	\$ 560.00
Molding and Compressive Strength Cement Stabilized Sand (set of 4)	4	sets	\$ 200.00	\$ 800.00
Nuclear Gauge	65	day	\$ 80.00	\$ 5,200.00
Vehicle	75	day	\$ 80.00	\$ 6,000.00
Subtotal, Earthwork				\$ 60,912.50
CAST-IN-PLACE CONCRETE (pavement & miscellaneous structures)				
Engineering Technician	120	hours	\$ 60.00	\$ 7,200.00
Engineering Technician, overtime	10	hours	\$ 90.00	\$ 900.00
Concrete Compressive Strength	80	each	\$ 18.00	\$ 1,440.00
Vehicle	15	day	\$ 80.00	\$ 1,200.00
Subtotal, Cast-in-Place Concrete				\$ 10,740.00
ASPHALT PAVEMENT				
Engineering Technician	48	hours	\$ 60.00	\$ 2,880.00
Engineering Technician, overtime	4	hours	\$ 90.00	\$ 360.00
Vehicle	6	day	\$ 80.00	\$ 480.00
Subtotal, Asphalt Pavement				\$ 3,720.00
PROJECT MANAGEMENT				
Project Manager	60	hours	\$ 125.00	\$ 7,500.00
Clerical	15	hours	\$ 72.00	\$ 1,080.00
Professional Engineer (meetings and consulting)	15	hours	\$ 200.00	\$ 3,000.00
Subtotal, Project Management				\$ 11,580.00
TOTAL ESTIMATED COST				\$ 86,952.50

Proposal for Construction Materials Testing Services

Water and Wastewater Annexation Projects Package I ■ Baytown, Texas

August 24, 2022 ■ Terracon Proposal No. P91221137



EXHIBIT "C"
SCHEDULE

Field testing services will be provided on a "call-out" basis when scheduled by your representative. A minimum of 24-hours' notice is required to schedule our services, although we will attempt to meet requests in a shorter time frame. To schedule our services please contact our dispatcher at (281) 557-2900. The dispatch hours are from 07:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon will only provide testing when called by your representative. The extent of our observations and documentation will be limited to the items observed during the site visits. Terracon shall not be held responsible for tests not performed because of a failure to schedule our services or any subsequent damage caused because of a lack

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Annexation Utilities-Connally Area Package One Project.

Company Name: Terracon Consultants, Inc

Department: Public Works

Date: 09/12/2022

Council Date: 09/22/2022

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

09/12/2022

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: 09/22/2022

Subject: Consider an ordinance authorizing Software as a Service, Subscription License, and Perpetual License Agreements with Innovative Interfaces Incorporated

Prepared for: Jamie Eustace, Library

Prepared by: Jamie Eustace, Library

Department: Library

Information

ITEM

Consider an ordinance authorizing Software as a Service (SaaS), Subscription License, and Perpetual License Agreements with Innovative Interfaces Incorporated to upgrade library customer platform and cloud hosting.

PREFACE

This proposed ordinance authorizes payment to Innovative Interfaces Incorporated in the amount of \$93,686.12, for the Library's software and cloud hosting. This software directly supports library circulation activities including inventory, the user database, and customer discovery interface. The licensee renewal is at a cost of \$41,391.12. The migration to the cloud is a one-time fee of \$8,200. The discovery software license is \$28,495 with a one-time set-up fee of \$9,000.00. Cloud hosting is \$6,600 for one year.

Fiscal Impact

Fiscal Year: 2023
Acct Code: 60010-72045
Source of Funds (Operating/Capital/Bonds): operating
Funds Budgeted Y/N: Y
Amount Needed: 95,086.12
Fiscal Impact (Additional Information):

Attachments

Ordinance - Innovative Interfaces for the Library
Exhibit A - SAAS, Subscription License and Perpetual License Agreement
Sole Source Letter
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING SOFTWARE AS A SERVICE (SAAS), SUBSCRIPTION LICENSE, AND PERPETUAL LICENSE AGREEMENTS WITH INNOVATIVE INTERFACES INCORPORATED TO UPGRADE LIBRARY CUSTOMER PLATFORM AND CLOUD HOSTING; AUTHORIZING PAYMENT IN THE AMOUNT OF NINETY-THREE THOUSAND, SIX-HUNDRED, EIGHTY-SIX DOLLARS AND TWELVE CENTS (\$93,686.12) BY THE CITY OF BAYTOWN, INCLUDING LICENSEE RENEWAL AT A COST OF \$41,391.12, MIGRATION TO THE CLOUD FOR A ONE-TIME FEE OF \$8,200, DISCOVERY SOFTWARE LICENSE IN THE AMOUNT OF \$28,495 WITH A ONE-TIME SET-UP FEE OF \$9,000.00, AND CLOUD HOSTING IN THE AMOUNT OF \$6,600 FOR ONE YEAR; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute and the City Clerk to attest to an Agreement with Innovative Interfaces Incorporated to upgrade Library customer platform and cloud hosting. 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 in the amount of Ninety-Three Thousand, Six-Hundred, Eighty-Six Dollars and Twelve Cents (\$93,686.12) by the City of Baytown, including Licensee Renewal at a cost of \$41,391.12, migration to the Cloud for a one-time fee of \$8,200, Discovery Software License in the amount of \$28,495 with a one-time set-up fee of \$9,000.00, and Cloud Hosting in the amount of \$6,600 for one year, by the City of Baytown based upon the agreement 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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"

INNOVATIVE INTERFACES INCORPORATED **SOFTWARE-AS-A-SERVICE (SAAS) SUBSCRIPTION AGREEMENT**

This Software-as-a-Service (SaaS) Subscription Agreement ("SaaS Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	Sterling Municipal Library
Address	1 Mary Wilbanks Avenue Baytown TX 77520
Customer No.	CU0938
Effective Date	March 29, 2022
Initial Term	36 Months

1. Definitions.

"Go-Live Date" means the date of Client's first access to the Application Services.

"GTCs" means the Innovative Interfaces Incorporated SaaS Agreement General Terms and Conditions in Exhibit B.

"SLAs" means the Innovative Interfaces Incorporated Service Level Agreements in Exhibit C.

"Security Terms" means the Innovative Interfaces Incorporated Information Security Terms and Conditions in Exhibit D.

2. **General.** Innovative and Client agree that this SaaS Agreement is a binding agreement between the parties and is governed by the GTCs, SLAs, and the Security Terms, all of which are made a part hereof. This SaaS Agreement, the GTCs, SLAs, Security Terms, and all other exhibits, schedules and terms and conditions referenced by or in this SaaS Agreement, the GTCs, SLAs or Security Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, SLAs and Security Terms, prior to the execution of this Agreement. Unless otherwise specified, capitalized terms in this Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of Texas, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO SAAS AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	SERVICE LEVEL AGREEMENTS
D	INFORMATION SECURITY TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
Sterling Municipal Library	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A
Pricing Exhibit

[APPROVED APPLICATION SERVICES QUOTE FOLLOWS THIS PAGE]

Exhibit B
Innovative Interfaces Incorporated
SaaS Agreement General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the SaaS Agreement.

1. Access to and Use of the Application Services.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative will provide Client and its Authorized Users (defined below) with subscription access and certain subscription services via an Innovative website or websites to its Integrated Library System solution known as "Vega" or the "Platform," including features identified as "SaaS" in the Pricing Exhibit (collectively, the "Application Services"). Such Application Services will be for the duration of the Term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users may access and use the Platform (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Application Services for illegal purposes.

c. The Application Services may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit for such Application Services and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement, provided that all such Authorized Users shall assent to the on-line account verification terms on the Platform. An Authorized User is a single user of the Application Services and their right to use the Platform may be transferred to another individual user. Such rights may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the definition of Authorized Users. Client agrees that it and its Authorized Users will:

- i. Not interfere with or disrupt the servers or networks used to provide the Application Services;
- ii. Not transmit through the Platform junk mail, spam, chain letters, or unsolicited mass distribution of files;
- iii. Not transmit viruses or otherwise malicious code or data;
- iv. Not attempt to copy, modify, make derivative works of, reverse engineer, disassemble or decompile the Platform or any Innovative system, network or software;
- v. Comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and
- vi. Not use the Application Services for illegal purposes.

d. Innovative includes in the Fees rights to access and use all new scheduled major releases, service pack releases, and hot fixes of the Platform offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require payment of additional fees. The term "Application Services" will be deemed to include New Releases.

e. Innovative offers support for the Application Services in accordance with the SLAs, the terms of which are incorporated by reference herein.

2. Acceptance. Following the execution of the Agreement by the parties, Innovative will deliver the login credentials for the Client's network administrator for the Client's instance of the Platform, in its preconfigured format. Client will be deemed to have accepted that the provisioned Platform has been delivered upon receipt of credentials.

3. Ownership.

a. Intellectual Property Rights. All Intellectual Property Rights (defined below) in the Platform and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Platform, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the

exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Platform, Application Services or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Platform and Application Services to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures the Platform using an API hereunder, Client will also have a right to use such configurations as part of the Platform on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. Third-Party Proprietary Rights. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Platform may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Client Data. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Platform or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Platform, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Innovative disclaims all responsibility for Client's failure to secure the applicable permissions and authorizations.

4. Fees; Expenses; Payment Terms.

a. In consideration of receiving a limited right to access and use the Application Services, Client will pay the fees set forth in the Pricing Exhibit (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Platform is initially delivered to Client per Section 2; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Innovative will have the right to increase rates hereunder by up to 3% over the previous year. Innovative will have the right to revise Fees based on population, as set forth in the Pricing Exhibit, after the Initial Term and periodically thereafter, but no more than once annually. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Platform features and will pay the fees for such additional Authorized Users or additional features in accordance with the terms set forth on the invoice for such fees. The Platform may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize access keys or other reasonable controls to enforce Authorized User limitations. Client will cooperate with Innovative in all such efforts.

b. All Fees must be paid to Innovative within 30 days from the invoice date or as stated on the invoice if different.

c. Fees for additional third-party product, hardware and services are subject to change and will be quoted at the then current rate.

d. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and access and use of the Application Services, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay

Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. **Limited Warranty.**

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement for the provision of the Application Services;
- ii. It will provide access to the Platform in accordance with the SLAs. The exclusive remedy of Client under the limited warranty set forth in this Section 5(a)(ii) is set forth in the SLA; and
- iii. The Platform will conform in all material respects to the applicable technical documentation for the Platform provided to Client by Innovative and expressly identified by Innovative as the specifications for the Platform (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5(a)(iii), for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Platform, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid subscription Fees, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any element of the Application Services that has been modified by any party other than Innovative, or used in a manner for which the Application Services is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE

OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. Indemnification.

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Application Services, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Platform in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Platform in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Platform.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Application Services by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Application Services, (ii) modify the Application Services to remove the cause of the legal action, (iii) replace the Application Services at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Application Services, prorated for the period Client's use of the Application Services is enjoined. None of the above warranties or remedies will apply with respect to any element of the Application Services that has been modified by any party other than Innovative, or used in a manner for which the Application Services is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. Confidentiality.

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Platform, Application Services, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Platform, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute, or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. Term; Termination.

a. Term. Subject to the early termination provisions set forth below, this Agreement will be effective for an initial term of three (3) years following the Go-Live date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term.

b. Termination for Breach. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Termination for Elimination of Budget. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Application Services provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Access to and Use of the Application Services), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 12 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third-Party Software**. The Platform may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Platform, the respective license terms applicable to

such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Platform as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client use of APIs ("Client Configuration") is subject to the terms of use available at <https://www.iii.com/api-license>. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations.

12. **General.**

a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. **Independent Contractor.** Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. **Force Majeure.** Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. **Notice.** Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. **Invalidity.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. **Counterparts.** This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. **Publicity.** Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. **Assignment.** Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. **Waiver of Jury Trial; Governing Language.** EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. **Entire Agreement.** This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that

they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, the SaaS Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. SaaS Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Service Level Agreement

This Service Level Agreement ("SLA") between Client and Innovative for the Platform apply to the SaaS Agreement and, except as otherwise set forth below, is provided at no additional cost to Client. Unless otherwise specified, capitalized terms in this SLA have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Error Response. Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	The Application Service is not available	1 hour
Two – Critical	An inoperable production module	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

2. Error Reporting and Diagnosis.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the implementation of this SLA (such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Platform; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Platform; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Platform performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Platform is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

3. Complimentary and Chargeable Support. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client is current on its payments; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to

commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

4. Ticket Management and Escalation. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

5. Hosting Services. Innovative provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at any time.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.5% uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

6. **The 99.5% uptime is subject to the following:

a. Hours of Operation/Exclusive Remedy for Service Unavailability. During the Term, Innovative will use commercially reasonable efforts to ensure that the Applications Services are available for access and use in accordance with the Agreement of at least 99.5% Scheduled Up-Time, as measured over any calendar year.. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.5% Scheduled Up-Time for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such Scheduled Up-Time during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.5% Scheduled Up-Time.

b. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide

the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance.

Exhibit D
Innovative Interfaces Incorporated
Information Security Terms and Conditions

Unless otherwise specified, capitalized terms in these Information Security Terms and Conditions have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

- 1. Use of Client Data.** Except as set forth herein or otherwise agreed to by the Parties or authorized by Client, Innovative will not use Client Data for any purpose other than the fulfillment of its obligations under the Agreement.
- 2. Security Controls.**
 - a. Generally.** Subject to the terms of the Agreement, Innovative implements industry-recognized security best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Platform.
 - b. Network Systems Audit Logging.** All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.
 - c. Encryption.** Encryption for data-in-transit is provided as a part of the Standard Plan.
 - d. Network Monitoring.** All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.
 - e. Physical Security.** The physical infrastructure used to support the Platform and Application Services for Client (and other professional services purchased by Client from Innovative, as applicable), including the servers, storage, switches, and firewalls, are provided by the Hosting Provider. Hosting Provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.
 - f. Audit and Security Testing.** Hosting Providers perform regular security audits and testing. Per Hosting Provider policy, Client may not perform their own audits of Hosting Providers.
 - g. Security Assessments.** Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.
 - h. Information Security Auditing/Compliance.** Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. Innovative also holds the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. Innovative partners with Hosting Providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2.
 - i. Acknowledgement of Shared Responsibilities.** The security of data and information that is accessed, stored, shared, or otherwise processed via a multi-tenant cloud service are shared responsibilities between a cloud service provider and its customers. As such, the Parties acknowledge that: (a) Innovative is responsible for the build and implementation of the hosted Platform and Application Services, for monitoring performance and access, for

configuring security access controls and change management, and for supplying updates to correct errors in support of this Agreement; and (b) Client is responsible for properly implementing access and use controls and configuring certain features and functionalities of the Platform and Application Services that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of Client Data.

INNOVATIVE INTERFACES INCORPORATED
SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	Sterling Municipal Library
Address	1 Mary Wilbanks Avenue Baytown TX 77520
Customer No.	CU0938
Effective Date	March 29, 2022
Initial Term	36 Months

1. Definitions.

"Go-Live Date" means the Client's first use of the Software in a production environment.

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions in Exhibit D.

2. General. Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of Texas, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING SERVICES TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
Sterling Municipal Library	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 30 days from the invoice date or as stated on the invoice if different.
2. **Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of three (3) years following the Go-Live Date (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Innovative will have the right to increase rates hereunder by a maximum percentage equivalent to 3% over the previous year.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

Exhibit B
Innovative Interfaces Incorporated
Subscription License Agreement
General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. Software License.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the restrictions of Authorized Users.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Except to the extent that Client purchases Innovative's hosting service, additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

h. If, during the Term of this Agreement, Innovative discontinues any Software, then Innovative will deliver to Client notice to such effect no less than twelve (12) months prior to the discontinuation of such Software and Client's annual Fees will be decreased a pro-rated amount equal to the annual line item Fees for that Software starting in the next years' annual invoice.

2. **Acceptance.** Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site or other mutually agreed upon method, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted that the out-of-the box Software has been delivered upon initial download or receipt.

3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Innovative disclaims all responsibility for Client's failure to secure the applicable permissions and authorizations.

4. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is initially delivered to Client per Section 2; subsequent renewal invoices will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to

Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. Fees for additional Third-Party Software, hardware and services are subject to change and will be quoted at the then current rate.

c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

d. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. Limited Warranty.

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY,

INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include

information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute, or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. Term; Termination.

a. The term of the Agreement is set forth in the Pricing Exhibit to the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when

Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations.

12. **Back-Up Activities.** Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **Data Privacy.** Innovative follows industry standard privacy practices, available at <https://www.iii.com/services-privacy-policy/>.

14. **Security.** Innovative holds the internationally-recognized ISO 27001:2013 standard for its information security management system. Security and compliance is a shared responsibility between Innovative and the Client. Innovative operates, manages and controls the components from the host operating system layer to the networking layer, if Hosting is identified in the Pricing Exhibit. All physical security is managed by Innovative's hosting partner. The Client assumes shared responsibility and management of the Software. Client should take into consideration the Client Configurations and any third-party application they choose and their responsibility depending on any applicable laws and regulations. Innovative takes reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of Client's sensitive information.

15. **General.**

a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. **Independent Contractor.** Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

- c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").
- d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.
- e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
- f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.
- g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.
- h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.
- i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.
- j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

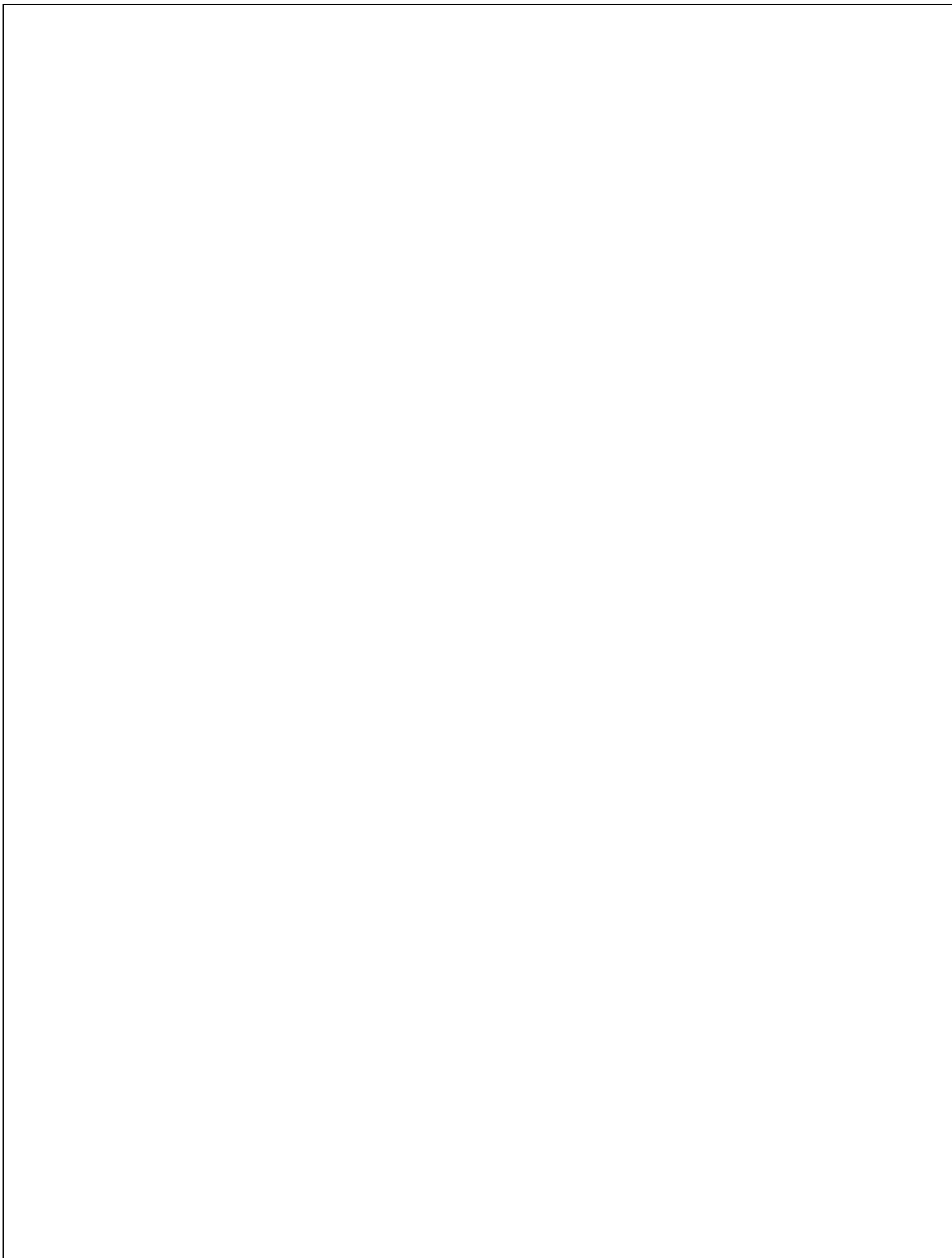


Exhibit C
Innovative Interfaces Incorporated
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions ("Support Terms") apply to the License Agreement. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. **Maintenance and Support.** Innovative will offer maintenance and support on the terms set forth herein ("Maintenance and Support") for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative's support policy. Standard Maintenance and Support is included with the price for the annual license set forth in the License Agreement.

2. **Error Response.** Error descriptions (each an "Error"), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. **Error Reporting and Diagnosis.**

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative's primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the "Client Contact"). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical

consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

c. If the Client is hosting their Software, the Client must provide direct network internet access to the Software, including any firewalls. Innovative requires such access to correct Software bugs and carry out modifications of the Software for the purpose of maintaining the Software.

4. **Complimentary and Chargeable Support.** Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. **Ticket Management and Escalation.** Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D
Innovative Interfaces Incorporated
Hosting Services
Terms and Conditions

These Hosting Services Terms and Conditions ("Hosting Terms") apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Hosting Services. The following terms apply for all purposes to Client's license to and use of the Software under the Agreement.

2. Hosting Solution. Innovative offers clients a standard cloud-based hosting option (the "Standard Plan"). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the "Hosting Provider"), with the flexibility to meet clients' data storage, data recovery, and information security policy requirements. To meet clients' global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. Security Controls.

a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Software.

b. Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

c. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

d. Audit and Security Testing. Hosting Providers perform regular security audits and testing. Client's may not perform own audits of hosting providers.

e. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms.

f. **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

i. Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance and notice of release updates three weeks in advance.

INNOVATIVE INTERFACES INCORPORATED
PERPETUAL LICENSE AGREEMENT

This Perpetual License Agreement is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

Client	Sterling Municipal Library
Address	1 Mary Wilbanks Avenue Baytown TX 77520
Effective Date	October 1, 2022
Customer No.	CU0938

1. Definitions.

"GTCs" means the Innovative Interfaces Incorporated Perpetual License Agreement General Terms and Conditions in effect as of the time of execution of this License Agreement, a copy of which can be found in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions, as may be amended from time to time by Innovative, a copy of which can be found in Exhibit C.

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions, as may be amended from time to time by Innovative, a copy of which can be found in Exhibit D.

2. General. Innovative and Client agree that this Perpetual License Agreement ("License Agreement") is a binding agreement between the parties and is governed by (i) the GTCs, (ii) to the extent that the attached Pricing Exhibit indicates that Client has purchased maintenance and support, then the Support Terms and (iii) to the extent that the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, the Support Terms and Hosting Terms, to the extent specified in the Pricing Exhibit, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of Texas, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In consideration of Innovative's continued grant to Client of licenses to the software identified in Exhibit A, Client acknowledges and the parties agree that any and all existing agreements between the parties relative to the software identified in Exhibit A and executed prior to the date hereof ("Prior Agreements"), shall be deemed immediately terminated by the parties' mutual agreement and any software currently licensed by Innovative for use by Library under such Prior Agreements will be licensed under the terms of this Agreement.

To the extent Client remains in possession of any proprietary Innovative documentation or materials subject to the Prior Agreements the Client agrees that it shall continue to keep such documentation and materials confidential pursuant to the terms of this Agreement.

EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
D	HOSTING TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
Sterling Municipal Library	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A
Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 30 days following receipt of the invoice.
2. **Term.** This Agreement will continue in effect until amended or terminated in accordance with the GTCs. Subject to the early termination provisions set forth therein, the Support Terms and the Hosting Terms will continue in effect for an initial term of five (5) years (the "Initial Term") and will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate the Support Terms and/or the Hosting Terms effective as of the end of the then-current Term therefor. Innovative will have the right to increase rates for services being renewed by a maximum percentage equivalent to the greater of 3% or the percentage increase in the Consumer Price Index (CPI-U) over the previous year.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]

Exhibit B
Innovative Interfaces Incorporated
Perpetual License Agreement
General Terms and Conditions

The parties agree that their contractual relationship with respect to the Software will be governed by the terms and conditions of (1) this Perpetual License Agreement General Terms and Conditions ("GTCs"), (2) the applicable Innovative Interfaces Incorporated Perpetual License Agreement(s) (each, a "License Agreement"), (3) the Innovative Interfaces Incorporated Maintenance and Support Terms ("Support Terms"), if applicable, (4) the Innovative Interfaces Incorporated Hosting Terms ("Hosting Terms"), if applicable, and (5) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs, License Agreement(s), Support Terms and Hosting Terms. Each License Agreement, together with the terms and conditions of this GTC, Support Terms and Hosting Terms and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

1. Software License.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be perpetual, subject to termination only as expressly specified hereunder.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software. Despite the perpetual nature of the limited license to the Software granted hereunder, Client acknowledges that all copies of the Software and associated Innovative documentation and materials shall be returned to Innovative upon termination of the Agreement for any reason.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis.

e. Except to the extent set forth in the Support Terms, the license granted to Client pursuant to this Agreement does not include license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). Even if New Releases are provided to Client pursuant to active Support Terms, "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases that have been provided to Client pursuant to active Support Terms. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers maintenance and support for the Software for an additional fee pursuant to the Support Terms.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the licensed Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

2. **Acceptance.** Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted the Software upon initial delivery.

3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Innovative disclaims all responsibility for Client's failure to secure the applicable permissions and authorizations.

4. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving a limited license to use the Software and to the extent that Client has purchased maintenance and support services and/or hosting services, Client will pay the fees set forth in the Pricing

Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is made available to Client; subsequent renewal invoices for maintenance and support services and/or hosting services will be sent to Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

c. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

d. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

5. Limited Warranty.

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS,

SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the maintenance and support services, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. All license Fees shall be nonrefundable. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client the unused Fees for maintenance and support, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party

if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so. Under no circumstances will Confidential Information received from Innovative be disclosed to any competitor of Innovative without Innovative's advance written permission.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. Term; Termination.

a. The license granted in this Agreement to use the Software is perpetual, but subject to termination as specified hereunder. The term of any maintenance and support services and/or hosting services described in Exhibit A to the License Agreement is set forth in the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate the maintenance and support services and/or hosting services purchased under this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software, maintenance and support services and hosting services provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data

containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Client shall return all copies of the Software and associated Innovative documentation and materials upon termination of the Agreement for any reason. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations.

12. **Back-Up Activities.** Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **General.**

a. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set

forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Perpetual License Agreement
Maintenance and Support
Terms and Conditions

These Maintenance and Support Terms and Conditions (“Support Terms”) apply to the License Agreement if, and only to the extent that, Maintenance and Support are identified on the Pricing Exhibit to the License Agreement as a purchased service and Client is current on its payment for such service. Unless otherwise specified, capitalized terms in these Support Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Maintenance and Support. To the extent Maintenance and Support is identified on the Pricing Exhibit to the License Agreement as a purchased service, Innovative will offer maintenance and support on the terms set forth herein (“Maintenance and Support”) for the latest generally available version of the Software and for certain earlier versions in accordance with Innovative’s support policy, at the price set forth in the corresponding Pricing Exhibit. New Releases will be made available to Client during the Term of the Maintenance and Support set forth in the License Agreement, so long as Client is current on its payment for such service. Client may discontinue Maintenance and Support at the end of the Initial Term or any Renewal Term in accordance with the termination notice provisions set forth in the License Agreement, but must pay Maintenance and Support Fees for any discontinued Term in order to renew Maintenance and Support.

2. Error Response. Error descriptions (each an “Error”), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down	1 hour
Two – Critical	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data	2 business hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

3. Error Reporting and Diagnosis.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative’s primary contact for the provision of Maintenance and Support pursuant to the terms of this Agreement (such representative is referred to herein as the “Client Contact”). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error (“Diagnosis”). Upon completing the Diagnosis, each Error will be classified as either a “Warranty Error” or a “Non-Warranty Error” pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Software; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Software; (v) errors and/or limitations attributable to Client environment; (vi) Client's failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Software performed by Client; and (viii) technical consulting services provided by Innovative at Client's request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Software is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

4. Complimentary and Chargeable Support. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client has purchased and is current on its payment for Maintenance and Support; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative's then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

5. Ticket Management and Escalation. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative's escalation policy made available on Innovative's Internet portal.

Exhibit D
Innovative Interfaces Incorporated
Hosting Services
Terms and Conditions

These Hosting Services Terms and Conditions (“Hosting Terms”) apply to the License Agreement if, and only to the extent that, Hosting Services are identified on the Pricing Exhibit to the License Agreement as a purchased service. Unless otherwise specified, capitalized terms in these Hosting Terms have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Hosting Services. The following terms apply for all purposes to Client’s license to and use of the Software under the Agreement.

2. Hosting Solution. Innovative offers clients a standard cloud-based hosting option (the “Standard Plan”). The table below sets forth the features of the Standard Plan. This option provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the “Hosting Provider”), with the flexibility to meet clients’ data storage, data recovery, and information security policy requirements. To meet clients’ global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.9% guaranteed infrastructure uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

3. Hosting Solution System Configuration. The hosting systems are configured to meet the solution requirements as per the Hosting Terms set forth on the Pricing Exhibit to the License Agreement.

4. Security Controls.

a. Generally. Subject to the terms of the Agreement, Innovative implements industry-recognized best practices to prevent the unintended or malicious loss, destruction or alteration of Client’s data resident in the Software.

b. Access Control. Highly available redundant firewall and edge routers are configured to control access to hosted systems

c. Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer’s hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

d. Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

e. Network Monitoring. All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and

suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

f. Physical Security. The Software resides in systems configured for the customer out of Innovative's hosting location. The physical infrastructure used to support Software licensed to Client (and services purchased by Client from Innovative, as applicable), including the servers, storage, switches, and firewalls, are either provided by the Hosting Provider or owned by Innovative. Innovative partners with datacenter providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2.

g. Security Audits. Client may perform audits of Innovative's security best practices. Innovative will share various security audit reports as requested by Client.

h. Information Security Auditing/Compliance. Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. Innovative also holds the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions.

i. **The 99.9% guaranteed infrastructure uptime is subject to the following Service Level Agreement (SLA):

i. Hours of operation/exclusive remedy for service unavailability. Innovative offers a monthly infrastructure uptime target of 99.9% of Scheduled Up-Time to Client. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.9% infrastructure uptime for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such infrastructure uptime during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative's failure to provide Client with 99.9% infrastructure uptime.

ii. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance.

April 20, 2022

Jamie Eustace
Sterling Municipal Library
1 Mary Wilbanks Avenue
Baytown, TX 77520

Re: Sole Source Letter

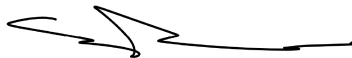
Dear Jamie,

This letter confirms that Innovative Interfaces Incorporated (“Innovative”) is the sole supplier for all application software products and services running on the Sierra platform, including but not limited to, the Sierra Hosted solution. The Sierra product (including Sierra Hosting) cannot be purchased from any third party or supplier other than Innovative as it is a proprietary product and requires Innovative's knowledge and expertise to install and maintain. Accordingly, Innovative is the sole supplier and provider of Innovative's Sierra Software and Sierra Hosting.

This letter also confirms that Innovative is the sole provider of the Vega Library Experience Platform, featuring Vega Discover. Vega is proprietary software available solely from Innovative.

Innovative retains the exclusive trademark, copyright, trade secret and/or patent rights to the Sierra and Vega software. The software is provided only to those customers who have signed a subscription, services, and support agreement with Innovative, therein agreeing to protect the confidentiality of the proprietary information and trade secrets of the software.

Sincerely yours,



Shawna Deane
Senior Counsel

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Renewal of Innovative Interface library software contract

Company Name: Clarivate Analytics (US) LLC

Department: Library

Date: 09/12/2022

Council Date: 09/22/2022

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

09/12/2022

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. e.

Meeting Date: 09/22/2022

Subject: BuyBoard purchase of two (2) John Deere 1600 Turbo Terrain Cut Commercial Wide-Area Mowers

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Clifford Hatch, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider an ordinance authorizing the purchase of two (2) John Deere 1600 Turbo Terrain Cut Commercial Wide-Area Mowers from Brookside Equipment for the Parks and Recreation Department through the Texas Local Government Purchasing Cooperative (BuyBoard).

PREFACE

This proposed ordinance authorizes the purchase of two (2) John Deere 1600 Turbo Terrain Cut Commercial Wide-Area Mowers from Brookside Equipment for the Parks and Recreation Department through the Texas Local Government Purchasing Cooperative (BuyBoard) in the amount of \$69,190.62 each or a total of \$138,381.24.

These units will be used at the Baytown Nature Center and the Wayne Gray Sports Complex.

Fiscal Impact

Fiscal Year: 2021-2022

Acct Code: 50210-84042

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

Funds Budgeted Y/N: N

Amount Needed: \$138,381.24

Fiscal Impact (Additional Information):

Attachments

Ordinance - Buy Board Purchase-2 John Deere Commercial Mowers

Quote

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE PAYMENT OF ONE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-ONE AND 24/100 DOLLARS (\$138,381.24) TO BROOKSIDE EQUIPMENT SALES, INC., THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUY BOARD), FOR THE PURCHASE OF TWO (2) JOHN DEERE 1600 TURBO TERRAIN CUT COMMERCIAL WIDE-AREA MOWERS FOR THE PARKS AND RECREATION 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 ONE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-ONE AND 24/100 DOLLARS (\$138,381.24) to Brookside Equipment Sales, Inc., through the Texas Local Government Purchasing Cooperative (Buy Board), for the purchase of two (2) John Deere 1600 Turbo Terrain Cut Commercial Wide-Area Mowers for the Parks and Recreation 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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:**Brant North**

Brookside Equipment Sales
3715 S Sam Houston Pkwy E
Houston, TX 77047

Tel: 713-943-7100
Mobile Phone: 713-943-7100
Fax: 713-943-9102
Email: bnorth@brooksideusa.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.


**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Brookside Equipment Sales
3715 S Sam Houston Pkwy E
Houston, TX 77047
713-943-7100
houstoncentral@brooksideusa.com

Quote Summary
Prepared For:

Minh Kotlarz
CITY OF BAYTOWN PARKS SERVICE CENTER
Minh Kotlarz
1210 PARK ST
BAYTOWN, TX 77520

Delivering Dealer:

Brookside Equipment Sales
Brant North
3715 S Sam Houston Pkwy E
Houston, TX 77047
Phone: 713-943-7100
Mobile: 713-943-7100
bnorth@brooksideusa.com

**Buyboard Contract 611-20. Availability as of
today: Early 2023**

Quote ID: 27339036
Created On: 29 August 2022
Last Modified On: 01 September 2022
Expiration Date: 29 September 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 611-20 (PG 67 CG 70) Price Effective Date: August 26, 2022	\$ 88,579.00	\$ 69,190.62 X	2 =	\$ 138,381.24
Equipment Total				\$ 138,381.24

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 138,381.24
Trade In	
SubTotal	\$ 138,381.24
Est. Service Agreement Tax	\$ 0.00
Total	\$ 138,381.24
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 138,381.24

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27339036

Customer Name: CITY OF BAYTOWN PARKS SERVICE CENTER

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
3715 S Sam Houston Pkwy E
Houston, TX 77047
713-943-7100
houstoncentral@brooksideusa.com

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-

Hours:
Suggested List *
Stock Number:
\$ 88,579.00

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
611-20 (PG 67 CG 70)

Selling Price *
\$ 69,190.62
Price Effective Date: August 26, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0735TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	2	\$ 88,129.00	22.00	\$ 19,388.38	\$ 68,740.62	\$ 137,481.24
Standard Options - Per Unit							
001A	United States and Canada	2	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	2	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
Canopy	Metal Canopy (Non-Deere, Allied)	2	\$ 450.00	0.00	\$ 0.00	\$ 450.00	\$ 900.00
Dealer Attachments Total			\$ 450.00		\$ 0.00	\$ 450.00	\$ 900.00
Total Selling Price			\$ 88,579.00		\$ 19,388.38	\$ 69,190.62	\$ 138,381.24

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Purchase two (2) John Deere 1600 Turbo Terrain Cut Commercial W

Company Name: Brookside Equipment Sales

Department: Parks & Recreation

Date: 09/13/2022

Council Date: 09/22/2022

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

09/13/2022

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. f.

Meeting Date: 09/22/2022

Subject: Proposed ordinance to repair of the Aqua Loop and Aqua Drop slides and tower from Whitewater West Industries Ltd.

Prepared for: Clifford Hatch, Parks and Recreation

Prepared by: Clifford Hatch, Parks and Recreation

Department: Parks and Recreation

Information

ITEM

Consider an ordinance approving repairs to the Aqua Loop and Aqua Drop slides and tower by sole-source provider Whitewater West Industries Ltd., for the Pirates Bay Waterpark.

PREFACE

This proposed ordinance approves the repair of the Aqua Loop and Aqua Drop slides and tower from Whitewater West Industries Ltd. in the amount of \$149,508.70.

These repairs will allow the two-slide “drop” attraction which was unable to open during the entire 2022 season, to be fully operational for the 2023 summer season.

Fiscal Impact

Fiscal Year: 2021-22

Acct Code: 50113-73011

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

Funds Budgeted Y/N: Y

Amount Needed: \$149,508.70

Fiscal Impact (Additional Information):

Attachments

Ordinance - Sole Source Repairs - Pirates Bay Rides

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING PAYMENT OF THE SUM OF ONE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED EIGHT AND 70/100 DOLLARS (\$149,508.70) TO SOLE-SOURCE PROVIDER WHITEWATER WEST INDUSTRIES LTD. FOR REPAIRS TO THE AQUA LOOP AND AQUA DROP SLIDES AND TOWER FOR PIRATES BAY WATERPARK; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, Texas Local Government Code Annotated §252.022 provides that when the functional requirements of the City can only be satisfied by one source, the requirement for competitive bids is not applicable; and

WHEREAS, the repairs to the Aqua Loop and Aqua Drop slides and tower may only be made by a single source -- WhiteWater West Industries Ltd.; 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 declares that only one source can satisfy the needs of the City for repairs to the Aqua Loop and Aqua Drop slides and tower for Pirates Bay Waterpark.

Section 2: That the City Council of the City of Baytown, Texas, authorizes payment of the sum of ONE HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED EIGHT AND 70/100 DOLLARS (\$149,508.70) to sole-source provider WhiteWater West Industries Ltd. for repairs to the Aqua Loop and Aqua Drop slides and tower for Pirates Bay Waterpark.

Section 3: 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 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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Repair of the Aqua Loop and Aqua Drop slides and tower

Company Name: Whitewater West Industries, Ltd

Department: Public Works

Date: 09/12/2022

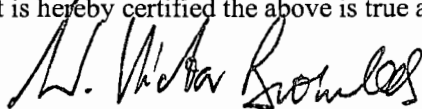
Council Date: 09/22/2022

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.



09/12/2022

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: 09/22/2022

Subject: Consider Purchasing (1) 2023 Ford F-450 Diesel 4X2 Regular Cab Type I 14' Frazer Ambulance

Prepared for: Kenneth Dobson, Fire

Prepared by: Dana Dalbey, Fire

Department: Fire

Information

ITEM

Consider an ordinance authorizing the purchase of one (1) 2023 Ford F-450 Diesel 4X2 Regular Cab Chassis and Frazer Type I 14' Ambulance from Sterling McCall Ford, through the Houston-Galveston Area Council, for the Fire Department.

PREFACE

This proposed ordinance authorizes, subject to receipt of funding from the Baytown Fire Control, Prevention, and Emergency Medical Services District, the purchase of one (1) 2023 Ford F-450 Diesel 4X2 Regular Cab Chassis and Frazer Type I 14' Ambulance module from Sterling McCall Ford, through the Houston-Galveston Area Council ("H-GAC"), in the amount of \$292,415.00. The H-GAC fee of \$1,000 is assessed per each purchase order and is included in the total cost.

The new chassis ambulance module will be used to replace the Medic 2 ambulance. The current unit will be placed in reserved status and reserve ambulance shop ID# 1213 will be auctioned.

This chassis and ambulance module is being funded through the Baytown Fire Control, Prevention, and Emergency Medical Services District (FCPEMSD).

Fiscal Impact

<u>Fiscal Year:</u>	2022/2023
<u>Acct Code:</u>	20701-84043
<u>Source of Funds (Operating/Capital/Bonds):</u>	Capital
<u>Funds Budgeted Y/N:</u>	Y
<u>Amount Needed:</u>	\$292,415.00
<u>Fiscal Impact (Additional Information):</u>	

Attachments

Ordinance - HGAC Purchase of Ambulance - Fire Dept.
Frazer Quote
Indebtedness Certification

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, THE PAYMENT OF TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 DOLLARS (\$292,415.00) TO STERLING MCCALL FORD, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL, FOR THE PURCHASE OF ONE (1) 2023 FORD F-450 DIESEL 4X2 REGULAR CAB CHASSIS AND FRAZER TYPE I 14' AMBULANCE FOR THE FIRE DEPARTMENT; MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council of the City of Baytown has approved an Interlocal Agreement which authorizes the Houston-Galveston Area Council to take bids for certain items on behalf of the City of Baytown; and

WHEREAS, pursuant to such agreement, the Houston-Galveston Area Council has taken bids for one (1) 2023 Ford F-450 Diesel 4x2 Regular Cab Chassis and Frazer Type I 14' Ambulance module for the Fire Department; NOW THEREFORE,

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 of the City of Baytown hereby authorizes the payment of TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 DOLLARS (\$292,415.00) to Sterling McCall Ford, through the Houston-Galveston Area Council for the purchase of one (1) 2023 Ford F-450 Diesel 4x2 Regular Cab Chassis and Frazer Type I 14' Ambulance for the Fire Department.

Section 2: That pursuant to the provisions of Texas Local Government Code Annotated §252.048, the City Manager is hereby granted general authority to approve any change order involving a decrease or an increase in costs of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less, provided that the original contract price 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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

Customer Quote



7/29/2022 7:09:41 AM

Estimate No: Q2959-0001
Quote Date: 7/29/2022
Expiration Date: 10/31/2022
Salesperson: PB
Payment Terms: Net 30

Invoice To: 10081
Aaron Sheffield
Baytown Fire Department
City of Baytown
P. O. Box 424
Baytown TX 77522
US

Deliver To:
Aaron Sheffield
Baytown Fire Department
City of Baytown
201 E. Wye Dr.
Baytown TX 77522
US
Phone:7138515451

Order Instructions:

Limited edition discount applied. If any change to spec a reevaluation of the spec will be required to verify discount is still applicable.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Configurable Module	1.00	EA	\$	244,477.00	\$	244,477.00
2	CHASSIS Chassis Ford F450 Diesel	1.00	EA	\$	56,750.00	\$	56,750.00
3	DELIVERY Delivery Charge	1.00	M	\$	0.00	\$	0.00
4	14109 Regulator-Oxygen, Preset 50 PSI, 90 deg	1.00	EA	\$	188.00	\$	188.00
5	HGAC-NEW Contract No. AM10-20	1.00	EA	\$	1,000.00	\$	1,000.00
6	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



7/29/2022 7:09:41 AM

Estimate No: Q2959-0001
Quote Date: 7/29/2022
Expiration Date: 10/31/2022
Salesperson: PB
Payment Terms: Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
-----	------	-----	------	--	------------	--	------------

Sale Amount: 302,415.00
Order Disc(3.3067%): -10,000.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 292,415.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all pricing has been itemized below per quote Q2959-0001 for Baytown Fire Department

Base Module	\$ 143,777.00
Chassis Exterior	\$ 16,800.00
Module Exterior	\$ 28,850.00
Chassis Interior	\$ 4,075.00
Module Interior	\$ 50,975.00
Total \$	244,477.00

Items included in above totals:

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration	\$ 5,350.00
2. This is a CAAS Unit	\$ incl

Chassis Exterior:

3. Heat Shielding for Diesel Chassis	\$ 1,750.00
4. Chassis : 2023 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, Ford Race Red (PQ)	\$ incl
5. Suspension: LiquidSpring	\$ 13,550.00
6. Wheel type: Stainless steel covers	\$ incl
7. Road Force Elite tire and wheel balancing	\$ incl
8. Chassis Steps: ArcRite with Sure Grip	\$ 1,175.00
9. Grille Guard: Grille Guard with Wraparounds	\$ incl
10. Window Tint (35% VLT) on Chassis Doors	\$ 325.00
11. Passenger's side Grille Light: Whelen M4 Red Light	\$ incl
12. Driver's side Grille Light: Whelen M4 Red Light	\$ incl
13. Passenger's side Intersect Light: Whelen M4 Red Light	\$ incl
14. Driver's side Intersect Light: Whelen M4 Red Light	\$ incl

Chassis Exterior Subtotal \$ 16,800.00

Module Exterior:

15. Power Source: MEPS	\$ 16,500.00
16. Module Paint Layout: Non-White One Tone - Ford Race Red (PQ)	\$ 2,900.00
17. SuperTherm Coating on Module Roof	\$ 1,475.00
18. Rear Wall 3M Conspicuity Layout - Chevron : Fluorescent Yellow/Green Base Color and Red - Translucent Overlay	\$ 1,750.00
19. Entry Door Conspicuity Layout - Squares : White Base Color	\$ 375.00
20. Compartment Conspicuity Layout - Strips : White Base Color	\$ 200.00
21. Placards x4:	\$ 800.00



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22. Frazer Provided Graphics	\$	2,550.00
23. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
24. Shore Power: Single 30 Amp on Driver's Side Wall	\$	incl
25. Pigtail/Plug Option: Pigtail	\$	incl
26. Install Ignition Kill Switch	\$	325.00
27. Coax 1: Run coax from location 1 to Chassis	\$	incl
28. Coax 2: Run coax from location 2 to Chassis	\$	incl
29. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
30. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
31. Front Wall Light Layout: Middle 5 Lights	\$	incl
32. Front Wall Light #1: Whelen M6 Clear Light	\$	incl
33. Front Wall Light #2: Whelen M6 Red Light	\$	incl
34. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
35. Front Wall Light #4: Whelen M6 Red Light	\$	incl
36. Front Wall Light #5: Whelen M6 Clear Light	\$	incl
37. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
38. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
39. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
40. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
41. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
42. Scene Light Option: Spectra SPA900	\$	incl
43. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	\$	incl
44. O2 Cylinder Changing Wrench	\$	100.00
45. Intermediate Compartment Style: Horizontal Adjustable Shelf	\$	incl
46. Additional Shelf in the Intermediate Compartment	\$	100.00
47. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
48. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
49. Rear Storage Compartment Style: Rear Storage with Adjustable Shelf	\$	incl
50. Additional Shelf in the Rear Storage	\$	100.00
51. Module Window Option: Sliding Window	\$	incl
52. Upper Rear Wall Light Layout: 3 Across	\$	incl
53. Upper Light #1: Whelen M6 Load Light	\$	incl
54. Upper Light #2: Whelen M6 Amber Light	\$	incl



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55. Upper Light #3: Whelen M6 Load Light	\$	incl
56. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
57. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
58. Lower Light #3: Whelen M6 Red Light	\$	incl
59. Lower Light #4: Whelen M6 Red Light	\$	incl
60. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
61. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
62. Lower BTTs: 2 M6 Lights on each side	\$	825.00
63. Rear Bumper	\$	incl
64. Door Grabbers	\$	incl
65. License Plate Light	\$	incl
66. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
67. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
68. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
69. Passenger Scene Light Activated with Side Entry Door	\$	350.00
70. Interior Step Option: Double Step Well	\$	incl
71. 3" Round Whelen LED in Step Well of the Side Entry Door Towards Front Wall	\$	500.00
72. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
Module Exterior Subtotal		\$ 28,850.00
Chassis Interior:		
73. Siren Speakers: Whelen SA 315 Speakers	\$	incl
74. Tap-2 on Primary Siren	\$	incl
75. Siren Option: Whelen C9 Siren in Console	\$	incl
76. Mic 1 on passenger's side slot 2	\$	incl
77. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
78. Slot 1: Extended MDT plate - swivel, no fuel gauge (swivel on passenger side)	\$	525.00
79. Slot 2: Single Slot Switch Panel	\$	incl
80. Slot 3: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
81. Slot 4: Siren 1	\$	incl
82. Slot 5: Radio Plate: 6.7 L X 2 W opening dims	\$	incl
83. Slot 6: Single Blank	\$	incl
84. Kussmaul USB at Console	\$	250.00



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85. Console Switch Layout : Primary - Secondary - Kussmaul USB - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Blank -	\$	incl
86. New Armrest	\$	250.00
87. Console Layout: 6-Slot Console	\$	incl
88. Rear of Console: Double Mapholder	\$	425.00
89. Chassis Rear Wall: 2 High Glove Box Holder	\$	200.00
90. Camera System: Replacement Rear View Mirror with Back-Up Camera	\$	1,875.00
91. Black Back-up Camera	\$	incl
92. Tremco Anti-Theft System	\$	550.00
Chassis Interior Subtotal		\$ 4,075.00
Module Interior:		
93. Protek Cushions	\$	incl
94. Cobalt Blue Interior	\$	incl
95. Stainless Steel Countertops	\$	incl
96. Stainless Steel Grab Rails	\$	incl
97. Stacked Cabinet with Medvault Opening	\$	1,425.00
98. Medvault w/ Wifi	\$	3,150.00
99. (2) Glove Box Holders on the Front Wall	\$	375.00
100. Module Heater : New	\$	1,000.00
101. 15 Qt. Engel Fridge	\$	1,350.00
102. Duplex Outlet on the Front Wall	\$	incl
103. Location 1: 4 Switch w/Thermostat	\$	incl
104. Location 2: Single O2 Outlet	\$	incl
105. Location 3: Blank	\$	incl
106. Location 4: Dual USB receptacles	\$	250.00
107. Location 6: Blank	\$	incl
108. Location 7: Blank	\$	incl
109. Location 8: Quad 120 VAC	\$	incl
110. Location 9: Suction	\$	incl
111. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Module Heater - Hi/Off/Low;	\$	incl
112. Technimount ZOLL X Monitor Mount (Heavy Duty) on the Action Wall Countertop	\$	1,700.00
113. Sharps Container at Action Wall	\$	incl



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114. Acrylic Holder at the Action Wall Cabinet	\$	incl
115. New 6pt Harness at the CPR Seat	\$	600.00
116. Acrylic Holder Aft CPR Seat	\$	incl
117. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
118. Latching Double Interior Squad Bench Storage	\$	incl
119. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
120. Harness Type for Seat Position 1: New 6pt Harness	\$	600.00
121. Harness Type for Seat Position 3: New 6pt Harness	\$	600.00
122. Acrylic Holder and Sharps at Squad Bench	\$	925.00
123. Triple Squad Bench Cabinet	\$	1,050.00
124. Trashcan With Lid at the Head of the Squad Bench	\$	incl
125. O2 Outlet Above the Front I/O	\$	incl
126. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	\$	incl
127. 2 High "D" Cylinder Holder in the Front I/O	\$	200.00
128. Duplex Outlet Above the Front I/O	\$	incl
129. Install Evergreen UV-C air and surface disinfection lamp in ceiling raceway with control unit in electrical compartment	\$	5,225.00
130. O2 Outlet in Ceiling Raceway	\$	375.00
131. IV Hanger on Ceiling Raceway	\$	incl
132. Overhead Grabrails on Both Sides	\$	250.00
133. IV Hanger on Squad Bench Ceiling	\$	incl
134. Stryker cot tower only (no antler and bar)	\$	incl
135. Floor Options: New Stryker Power-LOAD System	\$	30,800.00
136. Loncoin II Sapphire Floor	\$	incl
137. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	825.00
138. Customer Provided Items Processing Fee	\$	275.00
Module Interior Subtotal		\$ 50,975.00
139. Temporary Supply Chain Surcharge	\$	16,527.00

All new Frazer EMS Vehicles come standard with the following features:

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle



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All aluminum module construction - No wood products!

Shear-plate method of attachment securing the module to the chassis

All aluminum powder-coated 12" deep interior cabinetry

Seamless cushions

All LED emergency warning and scene lighting

All LED interior ceiling lights

120VAC outlets conveniently located throughout unit

Three oxygen outlets

Action area with hinged service access panel to back of oxygen outlets and switches



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Email this quote along with your PO
to Paul Brown at pbrown@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.



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TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase



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Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.



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WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Purchase(1) 2023 Ford F-450 Diesel 4X2 Regular Cab Type I 14'Fraz

Company Name: Sterling McCall Ford

Department: Fire

Date: 09/12/2022

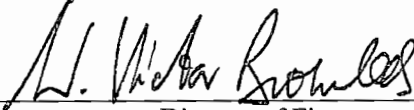
Council Date: 09/22/2022

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

09/12/2022

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: 09/22/2022

Subject: Interlocal Agreement with Lee College District for use of Wellness Center and Swimming Pool

Prepared for: Carol Flynt, Human Resources

Prepared by: Joey Lopez, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing an Interlocal Agreement with Lee College District for the use of its Wellness Center and Swimming Pool by the City Council members and City employees.

PREFACE

This proposed ordinance authorizes an Interlocal Agreement with Lee College District for the use of its Wellness Center and Swimming Pool by the City Council Members and City employees. The term of the agreement is for one (1) year at a cost of:

- \$158 per person, per year, for a (1) one-year gym membership and pool; or
- \$79 per person, per year, for a six (6) month gym membership and pool.

This agreement has been in place with Lee College since September 2017.

Fiscal Impact

Fiscal Year: FY23

Acct Code: 56010-74021

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

Funds Budgeted Y/N: Y

Amount Needed: \$2,000

Fiscal Impact (Additional Information):

Attachments

Ordinance - Lee College Fitness Interlocal Agree.

Exhibit A - Interlocal Agreement

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH LEE COLLEGE DISTRICT FOR THE USE OF THE WELLNESS CENTER AND SWIMMING POOL BY CITY COUNCIL MEMBERS AND CITY EMPLOYEES; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the City Manager to execute an Interlocal Agreement with Lee College District for the use of the Wellness Center and Swimming Pool by City Council Members and City employees. A copy of said agreement is attached hereto, marked Exhibit "A" and incorporated herein for all intents and purposes.

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"

INTERLOCAL AGREEMENT BETWEEN LEE COLLEGE AND THE CITY OF BAYTOWN FOR USE OF WELLNESS CENTER AND SWIMMING POOL

1. **Parties.** This INTERLOCAL AGREEMENT is made and entered into by and between the Lee College District (the "District"), whose address is 511 South Whiting, Baytown, TX 77521, and the City of Baytown (the "City"), whose address is 2401 Market Street, Baytown 77520.

2. **Purpose.** The purpose of this INTERLOCAL AGREEMENT is to establish the terms and conditions under which the city employees, spouses, and council members will be able to use the District's Wellness Center and swimming pool. This INTERLOCAL AGREEMENT is intended to help ensure that District's resources are put to good use and that the consideration received is utilized for the District's educational mission.

3. **Term of INTERLOCAL AGREEMENT.** This INTERLOCAL AGREEMENT is for 12-month duration effective **October 1, 2022** and ending **September 30, 2023**. This INTERLOCAL AGREEMENT may be terminated, without cause, by either party upon thirty (30) days' advance written notice, which notice shall be delivered by hand or by certified mail to the address listed above. If this INTERLOCAL AGREEMENT is terminated pursuant to this section, the District shall within thirty (30) days of such termination refund a portion of what the City paid for use of the Wellness Center and swimming pool based upon the number of days remaining in the term after the termination of the INTERLOCAL AGREEMENT.

4. **Responsibilities of the District.** The District will provide use of the Wellness Center and swimming pool to the City's employees, spouses, and council members for the cost of \$158 per person for a term of twelve months and a prorated fee of \$79 per person for a term of six months or less. All existing Wellness Center rules that apply to the District's employees will also apply to the City's employees, spouses, and council members. The District is not responsible for any injuries sustained by City's employees, spouses, or council members while on the District's property to use the Wellness Center and swimming pool. The District reserves the right to remove City employees, spouses, or council members for non-payment, failure to follow rules or for any reason within the District's reasonable discretion.

5. **Responsibilities of the City's Employees and Council Members.** The City's employees, spouses, and council members are to register through The Center for Workforce and Community Development for use of the Wellness Center and swimming pool. The City's employees, spouses, and council members will park in the parking lot south of the railroad tracks off Lee Drive when using the Wellness Center and/or swimming pool.

6. **General Provisions**

A. **Amendments.** Either party may request changes to this INTERLOCAL AGREEMENT. Any changes, modifications, revisions or amendments to this INTERLOCAL AGREEMENT which are mutually agreed upon by and between the parties to this INTERLOCAL

AGREEMENT shall be incorporated by written instrument, and effective when executed and signed by all parties to this INTERLOCAL AGREEMENT.

B. Applicable Law. The construction, interpretation and enforcement of this INTERLOCAL AGREEMENT shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this INTERLOCAL AGREEMENT and over the parties, and the venue shall be the Harris County District Court.

C. Entirety of Agreement. This INTERLOCAL AGREEMENT, consisting of 4, pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this INTERLOCAL AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the INTERLOCAL AGREEMENT shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this INTERLOCAL AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this INTERLOCAL AGREEMENT shall operate only between the parties to this INTERLOCAL AGREEMENT, and shall inure solely to the benefit of the parties to this INTERLOCAL AGREEMENT. The provisions of this INTERLOCAL AGREEMENT are intended only to assist the parties in determining and performing their obligations under this INTERLOCAL AGREEMENT. The parties to this INTERLOCAL AGREEMENT intend and expressly agree that only parties signatory to this INTERLOCAL AGREEMENT shall have any legal or equitable right to seek to enforce this INTERLOCAL AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this INTERLOCAL AGREEMENT, or to bring an action for the breach of this INTERLOCAL AGREEMENT.

F. Immunity. No party waives any immunity by entering into this INTERLOCAL AGREEMENT.

G. Laws and Policies. The parties agree to comply with all applicable laws and regulations in the performance of this INTERLOCAL AGREEMENT. This INTERLOCAL AGREEMENT shall be subject to the College's policies and regulations. The College shall retain control of its premises and programs.

7. **Signatures.** In witness whereof, the parties to this INTERLOCAL AGREEMENT through their duly authorized representatives have executed this INTERLOCAL AGREEMENT on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this INTERLOCAL AGREEMENT as set forth herein.

The effective date of this INTERLOCAL AGREEMENT is October 1, 2022.

CITY OF BAYTOWN

Richard L. Davis, City Manager Date

LEE COLLEGE

Dr. Lynda Villanueva, President Date



CITY COUNCIL MEETING

9. i.

Meeting Date: 09/22/2022

Subject: Agreement for Retiree Medical Insurance

Prepared for: Carol Flynt, Human Resources **Prepared by:** Joey Lopez, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing an agreement with Labor First, LLC, d/b/a Retiree First, for a Retiree Medicare Advantage Plan Insurance under the medical carrier UnitedHealthcare.

PREFACE

This proposed ordinance authorizes an agreement with Labor First, LLC, d/b/a Retiree First, for Retiree Medicare Supplemental Insurance under the carrier UnitedHealthcare in an amount not to exceed \$650,000 for the calendar year of January 1, 2023 through December 31, 2023. This reflects an increase of 2% in overall cost compared to FY22. However, the agreement for FY22 yielded a 15% savings or \$110,000 compared to the previous plan which was formally elected. This plan provides medical and prescription coverage for City retirees over the age of 65. The City has been partnered with Labor First since January 1, 2019, and continues to be pleased with the level of service and care they provide in administering and supporting our retiree population.

Fiscal Impact

Fiscal Year: 2023
Acct Code: 56010-75070
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: \$650,000
Fiscal Impact (Additional Information):

Attachments

Ordinance - Retiree Insurance Svcs. with Labor First, LLC.
Exhibit A - Retiree First Agreement
Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AGREEMENT WITH LABOR FIRST, LLC, D/B/A RETIREE FIRST FOR RETIREE MEDICARE SUPPLEMENTAL INSURANCE FOR THE CALENDAR YEAR OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2023; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00); MAKING OTHER PROVISIONS RELATED THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes an agreement with Labor First, LLC, d/b/a Retiree First for Retiree Medicare Supplemental Insurance for the calendar year of January 1, 2023, through December 31, 2023. Such 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 in an amount not to exceed SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00), pursuant to the agreement referenced 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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMOND, City Attorney

EXHIBIT "A"

RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT

THIS RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is entered into as of the 8th day of August, 2022 (the “Effective Date”), by and between City of Baytown, a Municipal Health Benefit Fund with principal offices located at 2401 Market Street, Baytown, TX 77520 (the “Client”), and Retiree First LLC, with offices located at 1000 Midlantic Drive, Mount Laurel, NJ 08054 (the “Manager”). Client and Manager are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Client provides health benefits for eligible participants; and

WHEREAS, Manager provides management and administrative services relating to retirement health benefit products and contracts for multi-employer group health plans, municipal health benefit funds, university health plans, and other organizations; and

WHEREAS, Client desires to engage Manager in connection with the management of certain retiree group health benefits on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows.

1. Engagement of Manager.

1.1. Engagement. Client hereby engages Manager to perform, and Manager hereby agrees to perform, retiree health benefit plan management and administration services as set for in MAPD Work Order, which is attached hereto as Exhibit “A” for all intents and purposes.

1.2. Scope. Unless otherwise mutually agreed by the Parties in writing, no services other than those identified in this Agreement and in the Financial Rate Summary(ies) hereto are included within the scope of this Agreement.

2. Plan Design. The Parties have agreed to the plan design set forth in the Financial Rate Summary(ies) hereto. The following rate guarantee shall govern such plan design for the period effective January 1, 2023 to December 31, 2023 (the “Initial Plan Year”):

Benefit Plan	Provider	2023 Rate
MAPD	UnitedHealthCare (UHC)	\$237.15

3. Service Fees. As compensation for the services provided hereunder, Client shall pay Manager the service fees set forth in Section 2 and/or in the Financial Rate Summary(ies) hereto (the “Service Fees”). Unless otherwise mutually agreed by the Parties in writing, no services other than those identified in this Agreement and in the Financial Rate Summary(ies) hereto are included within such Service Fees. On or about the fifteenth (15th) day of each calendar month, Manager shall deliver to Client a monthly statement indicating the Service Fees owed for the following month (each, a “Covered Month”). Payment shall be due in full on the first (1st) date of each Covered Month.

4. Termination.

4.1. Term. This Agreement is effective as of the Effective Date and shall terminate and expire on December 31, 2023 (the end of the Initial Plan Year); *provided, however*, that this Agreement will automatically renew for successive one-year (1-year) periods at the Provider's Renewal Rate disclosed by Manager in writing to Client at least seventy-five days (75 days) prior to the end of the then current plan year, unless Client notifies the Manager in writing of its intent to terminate this Agreement or to make any changes to the services or plan designs set forth in this Agreement (or in the appendices hereto) **at least sixty days (60 days)** prior to the end of the then current plan year.

4.2. Termination. This Agreement may not be terminated by either Party during the term hereof. Notwithstanding the foregoing, either Party may terminate this Agreement at any time upon a breach by the other Party of such Party's obligations under this Agreement or under the Business Associate Agreement attached as Exhibit "B" to this Agreement, and incorporated herein for all intents and purposes; *provided, however*, that the Party alleging a breach shall provide the other Party with written notice describing the facts and circumstances of the alleged breach in reasonable detail, and the Party alleged to be in breach shall have a period of not less than fifteen (15) days in which to cure such alleged deficiency. Upon termination of the Agreement, Manager will release to Client or to a successor administrator, all Client records, data, and files (including copies thereof) within a reasonable time period following the termination date, not to exceed thirty (30) days following the effective date of termination of the Agreement.

5. Confidentiality.

5.1. Business Confidential Information. Each party acknowledges that performance of the Agreement may involve access to and disclosure by each Party of its proprietary and nonpublic information including, without limitation, business plans, data, rates, procedures, materials, lists, systems and information (collectively "**Business Confidential Information**"). No Business Confidential Information shall be disclosed to any third party other than a party's representatives who have a need to know such Business Confidential Information in relation to administration of the Client, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Business Confidential Information must be maintained in strict confidence to the extent allowed by law. Should Client receive a public information request for Business Confidential information, Client shall notify Manager of the request and the Manager shall have the obligation to submit arguments to the Texas Attorney General regarding why the information should not be disclosed. The parties shall abide by the decision of the Texas Attorney General regarding disclosure.

5.2. Protected Health Information. Each Party acknowledges that the terms of this Agreement may involve the sharing of the Protected Health Information (as such term is used in the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)) of the Client's participants. As a condition precedent to each Party's obligations under this Agreement, the Parties shall each execute and deliver a Business Associate Agreement ("**BAA**") in substantially the form attached hereto, or a similar agreement containing such terms as may be mutually agreed upon by the Parties and meeting the requirements of HIPAA and any other applicable law. To the extent there is any conflict between the provisions of this Agreement and the BAA, the terms of the BAA shall govern.

5.3. General Provisions. Upon termination of the Agreement, each party, upon the request of the other, will promptly, and in any event no more than thirty (30) days return or destroy all copies of all of the other Party's Business Confidential Information (including any Protected Health Information of Client's Participants, in the case of Manager) in its possession or control except to the extent such confidential information must be retained pursuant to applicable law.

6. Notices. Any notice or other communication required or permitted hereunder shall be effective if delivered to the other Party in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email, or by certified or registered mail (in each case, return receipt requested, postage prepaid), to the following addresses:

If to Manager:

Retiree First
1000 Midlantic Dr., Suite 100
Mount Laurel, NJ 08054
Attn: Anthony Frasco
AFrasco@laborfirst.com

If to Client:

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

7. Miscellaneous.

7.1. Amendments; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. No waiver of a breach shall waive or excuse any different or subsequent breach

7.2. Assignment. This Agreement may not be assigned or otherwise transferred without the prior written consent of all Parties to this Agreement; *provided, however*, that such consent shall not be unreasonably withheld.

7.3. Severability. Any provision of this Agreement that is determined by a Court of competent jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement's remaining provisions, to the maximum extent permitted by applicable law.

7.4. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the entire and exclusive understanding between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

7.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions or rules thereof or of any other jurisdiction to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Venue for all purposes shall be in Harris County, Texas.

7.6. Counterparties. This Agreement may be executed in counterparts and by facsimile, email or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have hereto have caused this Agreement to be duly executed this Agreement as of the day and year set forth below (but effective as of the Effective Date).

CLIENT:

City of Baytown

By: _____

Name: Richard L. Davis

Title: City Manager

MANAGER:

Retiree First

By:  _____

Name: David Zawrotny

Title: Chief Operating Officer

EXHIBIT “A”
MAPD WORK ORDER

A. Pre-Implementation and Implementation Services.

1. Perform market analysis for benefit programs provided through qualified Insurance Vendors;
2. Work with Client to finalize Insurance Vendor’s quotes and proposals for benefit programs that are consistent with Client’s benefit plan requirements;
3. Review the selected Insurance Vendor’s benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client’s Trustees;
4. Implement selected qualified Insurance Vendor’s benefit to provide a fully insured group MAPD Plan that will constitute approved benefits for purposes of this Agreement (“Approved Plans”);
5. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
6. Provide implementation manager experienced in MAPD plans to manage the transition process and is a dedicated point of contact for Client.
7. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
8. Obtain from Center for Medicare Services (“CMS”) an electronic eligibility return file;
9. Host a kick-off meeting/retiree educational seminar (including providing advocates after the meeting for one-on-one individual meetings if needed) if applicable;
10. In coordination with Insurance Vendor send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

B. Ongoing Plan Management.

1. Help manage all eligibility maintenance in CMS’s approved format to ensure the Client does not need to change its software systems;
2. Compare the Client’s eligibility information against Medicare to ensure no deceased members are on file and to ensure PHI and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;
4. Provide the Client with support as needed with all CMS filing and reporting requirements;
5. Handle all group billing administration and collections as required by the Client and Insurance Vendors;
6. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;

7. Submit payment to Insurance Vendors in timely fashion to ensure uninterrupted coverage;
8. Prepare and make available reports, on services provided under this Agreement including:
 - a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and average call times, so problems can be identified for individual members;
 - b. Disruption Reports –Information on disruptions including the number of tier exceptions, formulary exceptions, and appeals requested;
 - c. Call Recordings – Provide individual call recording summaries upon request.
9. Coordinate with Insurance Vendors to provide Client with monthly eligibility maintenance and reporting;
10. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the Client's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;
11. Perform all functions in compliance with CMS;
12. Manage all CMS Part D filings and requirements including Late Enrollment Penalty ("LEP") and Opt-Out assistance and low income subsidy ("LIPS") assistance;
13. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;
14. Provide Account Management team to assist Client with all aspects of plan maintenance;
15. Provide members with group specific regional dedicated client call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
16. Provide Member Advocates whose services are dedicated to Client and who are licensed, AHIP certified health professionals and experts in the details of the Medicare system to:
 - a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;
 - b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
 - c. Provide claims, billing and premium payment support;
 - d. Assist disabled members and members turning 65 with applying for Medicare;
 - e. Provide proactive pharmacy and physician support to Eligible Members and Eligible Dependents;
 - f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;

- g. Interface directly with Social Security, CMS and physicians on behalf of Eligible Members to solve problems;
 - h. Assist Members and Dependents with copay/coinsurance and assist members with getting incorrect amounts rectified;
 - i. Provide assistance with Part B medications and supplies;
 - j. Provide Eligible Members with solutions if formulary disruptions occur;
 - k. Assist with provider selection and alternative provider assistance;
 - l. Make resolution calls to all Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
 - m. Assist with appeals to Medicare or the Insurance Vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all of the benefits of the Approved Plan and Medicare;
 - n. Assist Insurance Vendor with well care management initiatives including wellness programs, health coaching, etc. including but not limited to health risk appraisals and tools, outreach to high-risk retirees, targeted risk education, ongoing wellness support and preventative outreach;
17. Maintain records of the Client for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

C. Benefit Renewals & Request for Proposal (“RFP”) Work.

- 1. Provide report to Trustees with comprehensive review of Insurance Vendor’s Approved Plan (including competitive pricing and cost review);
- 2. Provide recommendations to the Trustees on the renewal options for subsequent calendar year(s);
- 3. Negotiate with proposed Insurance Vendors to obtain best price for vendor agreements for the following calendar year; and
- 4. Assist Trustees in handling renewal management and ongoing maintenance of Insurance Vendor contracts.

D. CMS Plan Regulatory Notification Procedures.

- 1. Prepare CMS mandated Member communications;
- 2. Prepare Client Specific Announcement Letters; and
- 3. Prepare and file Group Creditable Coverage attestation filing.

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Agreement for Retiree Medical Insurance

Company Name: Labor First LLC dba Retiree First

Department: Human Resources

Date: 09/12/2022

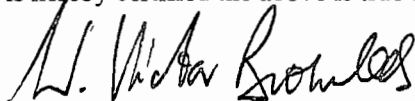
Council Date: 09/22/2022

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

09/12/2022

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: 09/22/2022

Subject: Authorize Payment for Administration of the Employee Wellness Center

Prepared for: Carol Flynt, Human Resources **Prepared by:** Joey Lopez, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance authorizing an Amendment for Services at an Onsite Center with Concentra Health Services, Inc., and authorizing payment to Concentra Health Services, Inc., for the administration of an employee health clinic, including medical services and supplies.

PREFACE

This proposed ordinance authorizes payment with Concentra Health Services, Inc., for the administration of the employee health center, including medical services and supplies. This item is an amendment to the original agreement which is effective January 1, 2020 - December 31, 2022. The amendment extends the term of the original agreement for one additional year with the new expiration date set for January 1, 2024.

The cost for services will be \$625,000 for January 1, 2023 through December 31, 2023.

The scope of services provided by the center includes: treatment of primary, routine and urgent care; preventive screenings; lab work; treatment of chronic conditions; traditional occupational health services such as pre-employment physicals and drug screens; treatment of workers compensation injuries and illness; health coaching and care management; and health and wellness programs. The clinic operates five days a week and provides service hours that meet our employees' needs, such as before work and after work/school hours. All employees and retirees under 65 are eligible to use the clinic, as well as, dependents two years and older who are on the City of Baytown medical plan. There is no cost to individuals on the City of Baytown medical plan and employees, who are not on the City of Baytown medical plan, are charged \$50 per visit.

Fiscal Impact

Fiscal Year: 2023
Acct Code: 56020-74021
Source of Funds (Operating/Capital/Bonds): Operating
Funds Budgeted Y/N: Y
Amount Needed: 625,000
Fiscal Impact (Additional Information):

Attachments

Ordinance - Concentra Health Svcs. Contract

Exhibit A - Concentra Agreement

Indebtedness Certification

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR SERVICES AT AN ONSITE CENTER WITH CONCENTRA HEALTH SERVICES INC.; AUTHORIZING PAYMENT BY THE CITY OF BAYTOWN IN AN AMOUNT NOT TO EXCEED SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$625,000.00) FOR ADMINISTRATION OF AN EMPLOYEE HEALTH CLINIC, INCLUDING MEDICAL SERVICES AND SUPPLIES; 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 the City Manager to execute an Amendment to the Agreement for Services at an Onsite Center with Concentra Health Services Inc. 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 Concentra Health Services Inc., in an amount not to exceed SIX HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$625,000.00) for the administration of an employee health clinic, including medical services and supplies pursuant to the agreement between the parties.

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 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 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

EXHIBIT "A"**AMENDMENT TO
AGREEMENT FOR SERVICES
AT AN ONSITE CENTER**

This Amendment for Services at an Onsite Medical Center (the "Amendment") is made and entered into as of the 1st day of February, 2022 (the "Amendment Effective Date"), by and between Concentra Health Services, Inc., a Nevada corporation, for the benefit of and on behalf of its subsidiaries, affiliates, and managed and professional associations and corporations ("Concentra") and City of Baytown ("Client").

RECITALS

WHEREAS, Concentra and Client previously executed an Onsite Center Agreement dated January 1, 2020 (the "Existing Agreement"); and

WHEREAS, the parties agreed to renew the Term of the Agreement for an additional one (1) year under the terms and conditions set forth in this Amendment;

WHEREAS, Client desires to engage Concentra, and Concentra desires to accept such engagement, to provide the Services, on the terms and conditions set forth in the Agreement and as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**. Capitalized terms used in this Amendment, to the extent not otherwise defined in this Amendment, shall have the same meanings as in the Agreement.
2. **Renewal Term**. The parties have mutually agreed to extend the Term of the Agreement for an additional one (1) year period pursuant to Section 1. The new expiration date of the Agreement is January 1, 2024 (the "Renewal Term").
3. **Ratifications**. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provision of the Agreement, as expressly modified and superseded by this Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts**. This Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, Concentra and Client have each caused this Amendment to be executed as of the date first set forth above.

CONCENTRA HEALTH SERVICES, INC.:

By:  _____
03C6E7A36BF425...

Name: Michael Rhine

Title: SVP and Chief Operating Officer, Onsites

Date: 8/22/2022

CITY OF BAYTOWN:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF BAYTOWN, TEXAS
INDEBTEDNESS CERTIFICATION

Project Name: Payment for Administration of the Employee Wellness Center

Company Name: Occupational Health Centers of Southwest PA

Department: Human Resources

Date: 09/12/2022


Council Date: 09/22/2022

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

09/12/2022

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. k.

Meeting Date: 09/22/2022

Subject: Amending Chapter 5 of the Personnel Policy concerning Parental Leave

Prepared for: Rick Davis, City Management **Prepared by:** Carol Flynt, Human Resources

Department: Human Resources

Information

ITEM

Consider an ordinance amending Chapter 5 "Employee Benefits" of the City of Baytown Personnel Policy Manual to add a new section concerning parental leave.

PREFACE

This proposed ordinance amends Chapter 5 "Employee Benefits" of the City of Baytown Personnel Policy Manual to add a new section concerning parental leave.

The proposed policy would provide City of Baytown employees paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with adoption, foster care or other legal placement. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly placed child, adjust to their new family situation, and balance their work obligations. Continuing to develop flexible and family-friendly policies is essential in providing an environment where employees can thrive professionally. This policy will run concurrently with eligible leave under the Family and Medical Leave Act (FMLA). This policy will be in effect for births and placement of child(ren) on or after October 1, 2022.

Fiscal Impact

Fiscal Year:

Acct Code:

Source of Funds (Operating/Capital/Bonds):

Funds Budgeted Y/N:

Amount Needed:

Fiscal Impact (Additional Information):

There is no fiscal impact associated with this item.

Attachments

Ordinance - Amending Chapter 5, Personnel Policy

Parental Leave Policy

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING CHAPTER 5 "EMPLOYEE BENEFITS" OF THE CITY OF BAYTOWN PERSONNEL POLICY MANUAL TO ADD A NEW SECTION CONCERNING PARENTAL LEAVE; PROVIDING A REPEALING CLAUSE; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

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

Section 1: That CHAPTER 5 "EMPLOYEE BENEFITS" OF THE CITY OF BAYTOWN PERSONNEL POLICY MANUAL is amended TO ADD A NEW SECTION CONCERNING PARENTAL LEAVE which shall read as follows:

Chapter 5. Section 6g: Paid Parental Leave

The City of Baytown provides Paid Parental Leave (PPL) to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption, foster care, or other legal placement to care for and bond with the child.

Eligibility

Eligible employees must have been employed with the City for at least 12 months in a full-time position, meet FMLA leave eligibility requirements, and meet one of the following criteria:

- Have given birth to a child;
- Be a co-parent of a person who has given birth to a child;
- Have adopted a child age 17 or younger, except for adoption by one spouse of the other spouse's child; or
- Placement with the employee of a foster child, or other child, to whom the employee stands in the position of a parent (in loco parentis), age 17 or younger.

PPL is not allowed for placement of a child in parental custody cases or legal assignments as a Guardian ad Litem. Surrogate mothers and sperm donors are also excluded from this policy. For adoptions, the employee may choose whether the date of adoption of a child is the date the child is initially placed in the employee's home as a foster child or in anticipation of legal adoption, or the date the adoption is approved by a court of law.

Paid Parental Leave

The City provides up to fifteen days (120 hours maximum, 180 hours for Civil Service Fire shift personnel) of PPL following birth, adoption, or foster care placement on a rolling 12-month time frame. In no case will an employee receive

more PPL during a rolling 12-month time frame regardless of whether more than one birth, adoption, or foster care placement occurs within that time frame. If both parents are employed by the City, and each is eligible for PPL as provided in this policy, each parent may use their allotted maximum of PPL. PPL runs concurrently with FMLA and will not increase, in whole or in part, the amount of FMLA leave available to employees.

PPL is compensated at 100 percent of the employee's regular, straight-time weekly pay. PPL is not counted as time worked. PPL will be paid on a biweekly basis on regularly scheduled pay dates.

PPL may not be used prior to the actual birth or placement of a child. PPL may not be banked for future use and any balance will not be paid out at separation. PPL will be used prior to use of other accrued leave and employees are not required to exhaust all leave before taking PPL. If a City holiday occurs while the employee is on PPL, the absence will be charged to holiday pay, unless the employee accrues holiday leave, and will not count towards PPL.

Available accrued leave (for example, sick, vacation, holiday) may be used to extend paid leave beyond the fifteen days of PPL. The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave.

Requesting PPL

Employees must submit their request for PPL when submitting their FMLA leave request and inform their supervisor of their intention to use PPL during their absence. The employee must request FMLA leave in accordance with Chapter 5. Section 5: Family and Medical Leave of both the City's Personnel Policy and Administrative Rules. The employee must complete the necessary forms and provide all documentation as required by Human Resources to substantiate the request.

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

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

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

INTRODUCED, READ, and PASSED by the affirmative vote of the City Council of the City of Baytown, this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

Chapter 5. Section 6g: Paid Parental Leave

The City of Baytown provides Paid Parental Leave (PPL) to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption, foster care, or other legal placement to care for and bond with the child.

Eligibility

Eligible employees must have been employed with the City for at least 12 months in a full-time position, meet FMLA leave eligibility requirements, and meet one of the following criteria:

- Have given birth to a child;
- Be a co-parent of a person who has given birth to a child;
- Have adopted a child age 17 or younger, except for adoption by one spouse of the other spouse's child; or
- Placement with the employee of a foster child, or other child, to whom the employee stands in the position of a parent (in loco parentis), age 17 or younger.

PPL is not allowed for placement of a child in parental custody cases or legal assignments as a Guardian ad Litem. Surrogate mothers and sperm donors are also excluded from this policy. For adoptions, the employee may choose whether the date of adoption of a child is the date the child is initially placed in the employee's home as a foster child or in anticipation of legal adoption, or the date the adoption is approved by a court of law.

Paid Parental Leave

The City provides up to fifteen days (120 hours maximum, 180 hours for Civil Service Fire shift personnel) of PPL following birth, adoption, or foster care placement on a rolling 12-month time frame. In no case will an employee receive more PPL during a rolling 12-month time frame regardless of whether more than one birth, adoption, or foster care placement occurs within that time frame. If both parents are employed by the City, and each is eligible for PPL as provided in this policy, each parent may use their allotted maximum of PPL. PPL runs concurrently with FMLA and will not increase, in whole or in part, the amount of FMLA leave available to employees.

PPL is compensated at 100 percent of the employee's regular, straight-time weekly pay. PPL is not counted as time worked. PPL will be paid on a biweekly basis on regularly scheduled pay dates.

PPL may not be used prior to the actual birth or placement of a child. PPL may not be banked for future use and any balance will not be paid out at separation. PPL will be used prior to use of other accrued leave and employees are not required to exhaust all leave before taking PPL. If a City holiday occurs while the employee is on PPL, the absence will be charged to holiday pay, unless the employee accrues holiday leave, and will not count towards PPL.

Available accrued leave (for example, sick, vacation, holiday) may be used to extend paid leave beyond the fifteen days of PPL. The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave.

Requesting PPL

Employees must submit their request for PPL when submitting their FMLA leave request and inform their supervisor of their intention to use PPL during their absence. The employee must request FMLA leave in accordance with Chapter 5. Section 5: Family and Medical Leave of both the City's Personnel Policy and Administrative Rules. The employee must complete the necessary forms and provide all documentation as required by Human Resources to substantiate the request.



CITY COUNCIL MEETING

9.1.

Meeting Date: 09/22/2022

Subject: Amending and Restating Ordinance No. 15,193

Prepared for: Scott Lemond, Legal

Prepared by: Karen Anderson, Legal

Department: Legal

Information

ITEM

Consider an ordinance amending and restating Ordinance No. 15,193 to eliminate the provision that the City Clerk is ordered to include on the ballot for the City's municipal election to be held on the 8th day of November, 2022, a heading entitled "Unopposed Candidates Declared Elected" under which the office of Council Member of Council District No. One (1) and Laura Alvarado's name shall appear.

PREFACE

This proposed amended and restated ordinance eliminates the provision that the City Clerk is ordered to include on the ballot for the City's municipal election to be held on the 8th day of November, 2022, a heading entitled "Unopposed Candidates Declared Elected" under which the office of Council Member of Council District No. One (1) and Laura Alvarado's name shall appear.

Attachments

Ordinance - Amending and Restating Ordinance No. 15,193

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AMENDING AND RESTATING ORDINANCE NO. 15,193 OF THE BAYTOWN CITY COUNCIL ADOPTED ON SEPTEMBER 8, 2022, DECLARING THE UNOPPOSED CANDIDATE LAURA ALVARADO ELECTED TO THE OFFICE OF COUNCIL MEMBER DISTRICT NO. ONE (1) OF THE CITY OF BAYTOWN AND CANCELING THE ASSOCIATED MUNICIPAL ELECTION PREVIOUSLY ORDERED TO BE HELD ON THE 8TH DAY OF NOVEMBER, 2022, FOR THE PURPOSE OF ELECTING THE COUNCIL MEMBER OF COUNCIL DISTRICT NO. ONE (1) OF THE CITY OF BAYTOWN; ELIMINATING THE PROVISION THAT THE CITY CLERK IS ORDERED TO INCLUDE ON THE BALLOT FOR THE CITY'S MUNICIPAL ELECTION TO BE HELD ON THE 8TH DAY OF NOVEMBER, 2022, A HEADING ENTITLED "UNOPPOSED CANDIDATES DECLARED ELECTED" UNDER WHICH THE OFFICE OF COUNCIL MEMBER OF COUNCIL DISTRICT NO. ONE (1) AND LAURA ALVARADO'S NAME SHALL APPEAR; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, through Ordinance No. 15,147 adopted on July 28, 2022, the City Council called its municipal election to be held on the 8th day of November, 2022, for the purpose of electing Council Members of Council District Nos. One (1), Two (2) and Three (3) of the City of Baytown; and

WHEREAS, only one candidate filed for such office for Council Member of Council District No. One (1); and

WHEREAS, the deadline has now passed for filing for a place on the ballot and for declaring write-in candidacy in such election; and

WHEREAS, Section 2.051, *et seq.* of the Texas Election Code provides for the cancellation of an election if each candidate whose name is to appear on the ballot is unopposed; and

WHEREAS, the City Clerk, the authority responsible for having the official ballot prepared, has certified in writing that the candidate for the Office of Council Member of Council District No. One (1) is unopposed for election and that no candidate's name is to be placed on a list of write-in candidates for that office under applicable law; and

WHEREAS, the City Clerk delivered to the City Council of the City of Baytown a Certificate of Unopposed Candidate, which certification was attached as Exhibit "A" to Ordinance No. 15,193 and incorporated for all intents and purposes; and

WHEREAS, under these circumstances, Chapter 2, Subchapter C of the Texas Election Code authorizes the City Council to declare the candidate elected to office and cancel the election; NOW THEREFORE,

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

Section 1: That Ordinance No. 15,193 of the Baytown City Council, adopted on September 8, 2022, is amended and restated to provide:

- A. That the City Council of the City of Baytown, Texas, declares that Laura Alvarado, who is unopposed in the November 8, 2022, municipal election, is elected to the office of Council Member of Council District No. One (1) of the City of Baytown and directs that a certificate of election following the time the election would have been canvassed be issued.
- B. That the Municipal Election ordered by the City Council of the City of Baytown in Ordinance No. 15,147, to be held on the 8th day of November, 2022, for the purpose of electing the Council Member of Council District No. One (1) is hereby canceled in accordance with Section 2.053(b) of the Texas Election Code.

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 on this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



CITY COUNCIL MEETING

9. m.

Meeting Date: 09/22/2022

Subject: Consider Designating Authorized Signatories for the GLO's CDBG-MIT LHMPP Application - Fire/EOC

Prepared for: Brian Moran, Administration

Prepared by: Leasa Lopez, Administration

Department: Administration

Information

ITEM

Consider a resolution designating authorized signatories for the Texas General Land Office's CDBG-MIT Local Hazard Mitigation Plans Program application and any resulting contract.

PREFACE

This proposed resolution designates the Mayor, City Manager, Director of Finance and the Fire Chief as signatories for contractual documents and documents for requesting funds pertaining to the General Land Office's (GLO) Community Development Block Grant - Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) application and any resulting contract. The City will apply to the GLO for an LHMPP grant to fund a new Hazard Mitigation Plan coordinated by the Office of Emergency Management and must appoint persons to execute contractual documents and documents for requesting funds as listed in the attached signed copy of the CDBG Depository/Authorized Signatories Designation Form. The City acknowledges that in the event that an authorized signatory of the City changes due to elections, illness, resignations, etc., the City must provide a revised Depository/Authorized Signatories Designation Form.

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

Resolution - Designating Authorized Signatories (CDBG-MIT Program)

Signatory Form_Signed

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN,
TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR THE TEXAS
GENERAL LAND OFFICE'S CDBG-MIT LOCAL HAZARD MITIGATION
PLANS PROGRAM APPLICATION AND ANY RESULTING CONTRACT;
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 authorizes the Mayor, City Manager, Director of Finance, and the Fire Chief as signatories for contractual documents and documents for requesting funds pertaining to the General Land Office's (GLO) Community Development Block Grant - Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) application and any resulting contract.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form



Subrecipient:	City of Baytown	Contract Number:	t.b.d.
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The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Mr. Brandon Capetillo	Mr. Richard L. Davis
Name	Name
Mayor	City Manager
Title	Title

Subrecipient:	City of Baytown	Contract Number:	t.b.d.
---------------	-----------------	------------------	--------

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Name	Name
Title	Title
	
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

JP Morgan Chase
Name of Lending Institution
600 Travis St
Address
Houston TX 77002
City, State, Zip Code

Fund Account Number:	675512487
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The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Mr. W. Victor Brownlees	Ms. Teresa McKenzie
Name	Name
Director, Finance	Asst. Director, Finance/Controller
Title	Title

	
Signature	Signature

Legal



CITY COUNCIL MEETING

9. n.

Meeting Date: 09/22/2022

Subject: Consider Authorizing an Application to the FY2022 Bullet-Resistant Shield Grant Program - Police.

Prepared for: Rick Davis, City Management

Prepared by: Leasa Lopez, Administration

Department: Administration

Information

ITEM

Consider a resolution authorizing the City Manager, on behalf of the Baytown Police Department, to submit a request for funding 20 NIJ Type III-rated Ballistic Rifle Bullet-Resistant Shields in an amount not to exceed \$154,000, to the Office of the Governor, Public Safety Office, Criminal Justice Division of the State of Texas, for the FY2023 Bullet-Resistant Shield Grant Program.

PREFACE

This resolution authorizes the City Manager to submit an application for and accept any resulting award from the FY2023 Bullet-Resistant Shield Grant Program through the Office of the Governor, Public Safety Office, Criminal Justice Division of the State of Texas on behalf of the Police Department.

The purpose of this program is to equip peace officers with bullet-resistant shields. The City of Baytown is requesting 20 NIJ Type III-rated Ballistic Rifle Bullet-Resistant Shields for 20 law enforcement officers to enhance their safety involving active shooter incidents at schools and within their response area.

20 shields @ \$7,700 each = \$154,000.

There is no local match required, however, the City agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of Governor in full.

Fiscal Impact

Fiscal Year: 2023

Acct Code:

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

Funds Budgeted Y/N: N

Amount Needed: 0

Fiscal Impact (Additional Information):

This application, if funded, will result in an award in the amount of \$154,000 on a reimbursement basis. There is no local match.

Attachments

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING THE CITY MANAGER, ON BEHALF OF THE BAYTOWN POLICE DEPARTMENT, TO SUBMIT A REQUEST FOR FUNDING 20 NIJ TYPE III-RATED BALLISTIC RIFLE BULLET-RESISTANT SHIELDS IN AN AMOUNT NOT TO EXCEED \$154,000, TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION OF THE STATE OF TEXAS, FOR THE FY2023 BULLET-RESISTANT SHIELD GRANT PROGRAM; DESIGNATING AN AUTHORIZED REPRESENTATIVE; ASSURING PROPER USE AND MAINTENANCE OF GRANT FUNDS; 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 Manager of the City of Baytown is hereby authorized to submit, on behalf of the Baytown Police Department, a request for funding 20 NIJ Type III-rated Ballistic Rifle Bullet-Resistant Shields in an amount not to exceed \$154,000, to the Office of the Governor, Public Safety Office, Criminal Justice Division of the State of Texas, for the FY2023 Bullet-Resistant Shield Grant Program.

Section 2: That the City Manager is hereby designated as the authorized representative of the City of Baytown for all purposes under the grant, including the acceptance, affirmation, rejection, alteration, or termination of any grant award that may result from the above application.

Section 3: That in the event of loss or misuse of the grant funds, the City Council of the City of Baytown hereby assures the Office of the Governor, Public Safety Office, Criminal Justice Division of the State of Texas, that such grant funds will be returned to the State in full.

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

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 22nd day of September, 2022.

BRANDON CAPETILLO, Mayor

ATTEST:

ANGELA JACKSON, City Clerk

APPROVED AS TO FORM:

SCOTT LEMON, City Attorney

SAMPLE RESOLUTION

WHEREAS, The _____ (Governing Body) finds it in the best interest of the citizens of _____, (Geographic Area) that the _____ (Name of Project) be operated for the _____ (Year); and

WHEREAS, _____ (Governing Body) agrees to provide applicable matching funds for the said project as required by the _____ (Funding Source) grant application; and

WHEREAS, _____ (Governing Body) agrees that in the event of loss or misuse of the Office of the Governor funds, _____ (Governing Body) assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, _____ (Governing Body) designates _____ (Name and/or Position Title) as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that _____ (Governing Body) approves submission of the grant application for the _____ (Name of Project) to the Office of the Governor.

Signed by:

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: _____



CITY COUNCIL MEETING

10. a.

Meeting Date: 09/22/2022

Subject: Six (6) Appointments to the Baytown Police Advisory Committee

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Gabriella Cuff, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider the appointment of six (6) members of the Baytown Police Advisory Committee.

PREFACE

The Baytown Police Advisory Committee is a nine (9) member Board appointed by City Council, the City Manager and the Police Chief to serve staggered two (2) year terms. Members shall be residents of the city, except for the Mayor's initial appointment who may reside in the City's ETJ, each member shall participate in a police education program or activity per term. The Committee should be composed of a cross-section of the community and the Council shall endeavor to ensure that minority groups will be represented in proportion to their citywide percentage.

Board Member	Position	Current Term	Attendance
Vacant	District 1	N/a	N/a
Cpl. Steve Ocanas	City Manager	10/01/2020 - 09/30/2022	Attended 13 Out of 19 Meetings
Dr. Marissa Moreno	District 2	10/01/2020 - 09/30/2022	Attended 17 Out of 19 Meetings
Richard Hunsinger	District 4	10/01/2020 - 09/30/2022	Attended 18 Out of 19 Meetings
Eric Bolenbaucher	District 5	10/01/2020 - 09/30/2022	Attended 19 out of 19 Meetings
Athena Greene	District 6	06/24/2022 - 09/30/2022	Attended 1 out of 2 Meetings

If appointed, the members would serve a two-year term beginning on October 1, 2022, and ending on September 30, 2024.

We received several applications for consideration:

- Arujo, Thomas
- Clements, Jeremy
- Latuisha, Daniels
- Guajardo, Armando
- Matthews, Marga
- Moreno, Marissa
- Ortega, Jose
- Smith, Jimmy

- Walters, Jeffrey

Attached for your review is the overview of the Baytown Police Advisory Committee as well as the applications the City Clerk's Office received.

Attachments

Overview - BPAC

BPAC - Board Members

Arujo, Thomas

Clements, Jeremy

Daniels, Latuisha

Guajardo, Armando

Matthews, Marth Rodriguez

Moreno, Marissa

Ortega, Jose

Smith, Jimmy

Walters, Jeffrey

BOARDS AND COMMISSIONS

BAYTOWN POLICE ADVISORY COMMITTEE *(Formerly the CEAC)*

Resolution No. 2674 - August 31, 2020
Resolution No. 2661 - June 11, 2020

NUMBER OF MEMBERS: Nine (9)

APPOINTED BY: Each member of the City Council, the City Manager and the Police Chief will have one appointment each, subject to the Council's approval.

COMPOSED OF: Members shall be residents of the city, except for the Mayor's initial appointment who may reside in the City's ETJ, each member shall participate in a police education program or activity per term. The Committee should be composed of a cross-section of the community and the Council shall endeavor to ensure that minority groups will be represented in proportion to their citywide percentage.

TERMS OF OFFICE: Staggered two-year terms, commencing October 1, 2020.

MEETINGS: TBD

DUTIES: Hold public forums to receive input from diverse community groups to enhance understanding through communication and education, to improve and maintain the public trust of the Baytown Police Department.

REPORTS: The Committee shall prepare and present quarterly reports to the City Council.

Term Tracker Report**Run Date: 09/09/22**

BAYTOWN POLICE ADVISORY COMMITTEE

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	<u>Original Appointment</u>	<u>Start</u>	<u>End</u>
Vacant	1	Committee Member	District 1		10/01/2021	09/30/2023
Eric	Bolenbaucher	Chairperson	District 5	10/08/2020	10/01/2020	09/30/2022
Lt. Rodney	Evans	Committee Member	Police Chief	10/01/2021	10/01/2021	09/30/2023
Athena	Greene	Committee Member	District 6	06/24/2022	06/24/2022	09/30/2022
Richard	Hunsinger	Committee Member	District 4	10/22/2020	10/01/2020	09/30/2022
Dr. Marissa	Moreno	Vice-Chairperson	District 2	10/22/2020	10/01/2020	09/30/2022
Cpl. Steve	Ocanas	Committee Member	City Manager	10/08/2020	10/01/2020	09/30/2022
Michael	Springer	Committee Member	Mayor At-Large	05/27/2022	10/01/2021	09/30/2023
Dr. June	Stansky	Committee Member	District 3	10/08/2020	10/01/2021	09/30/2023

From: [Baytown Engage](#)
To: [Sabrina.Martin](#); [Angela.Jackson](#); [Alisha.Segovia](#); [Raquel.Martinez](#)
Subject: Tomas completed Application to Serve on a Board, Commission, or Committee
Date: Friday, January 14, 2022 8:53:46 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.

Tomas just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Thomas

Last Name

Araujo

Home Address

[REDACTED]

City & State

Baytown, TX

Zipcode

Baytown, TX 77521

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

yes

If yes, how long? (Years & Months)

48yrs

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Calpine IT\Senior Business Analyst 717 Texas Ave. Houston, TX 77002

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.

Parks and Recreation Board
Baytown Police Advisory Committee (BPAC)
Baytown Redevelopment Authority (BRA)

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 want to give back to my community. I'm proud to be an Baytownian; I want to help progress our city forward.

What special experience/knowledge do you have that may qualify you for service?

I have been in the corporate world for over 20 years mainly in the oil, gas, and electricity generation industries. I have travelled all over the world and experienced many cultures, governments, and city governments.

What professional license(s), certification(s), or training do you have that may qualify you for service?

I have driven and taken part of many projects from software development to construction of electricity generation units.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I have old ties to Baytown. Exxon and Baytown provided for my family. I want to help ensure the progress of our city.

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.

Gabriella.Cuff

From: Baytown Engage <notifications@engagementhq.com>
Sent: Thursday, September 15, 2022 9:19 AM
To: Sabrina.Martin; Angela.Jackson; Alisha.Segovia; Raquel.Martinez; Gabriella.Cuff
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

Jeremy

Last Name

Clements

Home Address

6727 Chartrese Ave.

City & State

Baytown, TX

Zipcode

Baytown, TX 77521

Primary Phone Number

4092677914

Email

Do you reside in Baytown?

Yes.

If yes, how long? (Years & Months)

I did for most of my life and then moved back again 6 months ago.

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Second Baptist Church. Baytown, TX, 6227 North Main St.

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 Police Advisory Committee (BPAC)
Community Development Advisory Committee (CDAC)
Ethics Commission

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'd love to give back and serve my community.

What special experience/knowledge do you have that may qualify you for service?

I've lived in Baytown most of my life. I feel as though I know the demographics and social make-up of our community.

What professional license(s), certification(s), or training do you have that may qualify you for service?

BA in Religion MDiv from SWBTS

Please provide any additional information you feel would be useful to the City Council in considering your application.

I'm here to serve.

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.

Alisha.Segovia

From: Baytown Engage <notifications@engagementhq.com>
Sent: Tuesday, May 3, 2022 3:07 PM
To: Sabrina.Martin; Angela.Jackson; Alisha.Segovia; Raquel.Martinez
Subject: Latuisha completed Application to Serve on a Board, Commission, or Committee

Follow Up Flag: Follow up
Flag Status: Flagged

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Latuisha just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Latuisha

Last Name

Daniels

Home Address

[REDACTED]

City & State

Baytown, TX

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

20+

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

UTHealth Houston Senior HCM Specialist

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 Police Advisory Committee (BPAC)

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 had the pleasure of being a participant of the forum presented by Baytown Police Advisory committee. Having the opportunity to express my ideas and learn more about the Baytown Police Dept. was match that lit my passion. I wish to volunteer on the Committee so I can continue to learn about the Police dept. and help bridge the gap between the dept. and community.

What special experience/knowledge do you have that may qualify you for service?

My passion has always been community involvement and helping build unity within a community. I love serving the community I live in. I gained a BA of Science in Human Sciences from Texas Tech University to add education where my passion is. I truly believe through service we can educate each other and build a better place for us and our future generations. My education and passion would serve the city greatly.

What professional license(s), certification(s), or training do you have that may qualify you for service?

NA

Please provide any additional information you feel would be useful to the City Council in considering your application.

NA

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/f41a8588f19b63e9ee396e0add5102b331df527b/original/1651607613/6fbe0f22322d0d85c6beeec368a6e48a_Latuisha_DanielsCover.docx?1651607613

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.

Latuisha Daniels

[REDACTED]
Baytown, TX 77520
[REDACTED]
[REDACTED]

Dear City of Baytown Police Department Board Members,

I would love an opportunity to share my passion for my community as the newest Police Dept. board member. As a member I will be able to advise and influence from both the educational narrative and personal experience. I believe we can bridge the gap between the community and the Police Dept. through service, trust and education.

I would love the opportunity to assist in making City of Baytown Police Dept. greater. I'm a fast learner, have a strong influence on others, and I work well under pressure. I am a hard, smart-working, self-starter who equally works well in a team environment or individually.

In addition, I'm a graduate from Texas Tech University with a Bachelor's of Science in Human Science with concentration in Human Development, Human Science and Personal Finance. I pursued this degree because I take pride in having an opportunity to help others. My strong customer service skills, organizational and great planning skills will assist the city's citizens as well as the Board members.

My resume, which is enclosed, contains additional information on my experience and skills. I would appreciate the opportunity to discuss the position in detail. I can be reached by phone [REDACTED] or by email [REDACTED]

Thank you for your time and consideration. I look forward to speaking with you about this exciting opportunity.

Sincerely,

Latuisha Daniels

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, February 16, 2022 9:34:46 AM

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Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

ARMANDO

Last Name

GUAJARDO

Home Address

[REDACTED]

City & State

Baytown, TX

Zipcode

Baytown, TX 77521

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes.

If yes, how long? (Years & Months)

7yrs

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

BRC International, LLC Business Development 4721 Garth Rd, Ste. C-400 Baytown, TX 77521

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.

Industrial Appraisal Review Board
Baytown Police Advisory Committee (BPAC)
Community Development Advisory Committee (CDAC)

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?

There are certain aspects of Baytown that I'd like to see change for the better.

What special experience/knowledge do you have that may qualify you for service?

I spent over 15 years as a paralegal in Houston and a little over 3 years in the business development world for oil and gas here in Baytown and believe that my objective and analytical thought process and a want to better Baytown uniquely qualifies me.

What professional license(s), certification(s), or training do you have that may qualify you for service?

Notary Public

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: [Angela.Jackson](#)
To: [Alisha.Segovia](#)
Subject: FW: Online Form Submittal: Application to Serve on a Board, Commission, Committee or Task Force
Date: Tuesday, October 12, 2021 2:01:28 PM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, October 11, 2021 11:49 PM
To: City Clerk <CityClerk@baytown.org>; Angela.Jackson <Angela.Jackson@baytown.org>; Raquel.Martinez <Raquel.Martinez@baytown.org>; alexis.bernal@baytown.org
Subject: Online Form Submittal: Application to Serve on a Board, Commission, Committee or Task Force

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

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

Applicant Information

Full Name of Applicant Marga Rodriguez Matthews

Home Address

City & State Baytown

Zip Code 77520

Primary Phone Number

Secondary Phone Number *Field not completed.*

Email

Secondary Email

Do you reside in Baytown? YES

If yes, how long? (Years & Months) 50

Occupational Information Employed

If employed, please list the following:

Employer Name Pasadena ISD

Position/ Title Sub-Teacher

Employer Address *Field not completed.*

City, State & Zip Pasadena, TX 77502

Preference

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

1st Preference Baytown Police Advisory Committee

2nd Preference Baytown Hospitality Public Facilities Corporations

3rd Preference Charter Review Committee

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

Applicant Questionnaire

What professional
license(s), certification(s),
or training do you have that
may qualify you for
service? *Field not completed.*

What special
experience/knowledge do
you have that may qualify
you for service? Active with Baytown community, also attended Baytown Civil Engage committee.

Please explain why you wish to volunteer to serve on a Board, Commission, Committee, or Task Force?

Baytown Police Dept. needs diverse community groups to enhance the understanding through communication and education, to improve and maintain the public trust of the Baytown Police Department, I would love to part of this group.

Please provide any additional information you feel would be useful to the City Council in considering your application.

As a Hispanic, I would bring diversity to the group to help with the communication and learn from the Baytown Police Dept. to make our City better. We also need to have public trust in our City to help our communities. I am very active in our community and would love to help with our growing city advancement in the diversity, knowledge, understanding, and participating.

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.

Field not completed.

Name of Applicant

Marga Rodriguez Matthews

Signature

Marga R. Matthews

Date

10/11/2021

Thank you for your interest in serving on a City of Baytown Board, Commission, Committee, or Task Force!

Completed applications may be submitted via mail to: City of Baytown, City Clerk, P.O. Box 424, Baytown, Texas 77522-0424, via email to: cityclerk@baytown.org, via fax to: (281) 420-5891, or in person to the City Clerk's Office, City of Baytown City Hall. Should you have any questions regarding this process, feel free to contact the City Clerk's Office at (281) 420-6504.

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

Alisha.Segovia

From: Baytown Engage <notifications@engagementhq.com>
Sent: Tuesday, July 26, 2022 10:43 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

Marissa

Last Name

Moreno

Home Address

██████████

City & State

Baytown, Texas

Zipcode

Baytown, TX 77520

Primary Phone Number

██████████

Email

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

45 years 5 months

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Lee College, Executive Director-School & College Partnerships 200 Lee Drive, Baytown, Texas 77522

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 Police Advisory Committee (BPAC)
Baytown Crime Control and Prevention District (CCPD)

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 am excited about a new opportunity to possibly serve on the Baytown Crime Control and Prevention District (CCPD) and learn more about how the work on this committee makes communal changes. I am also requesting a reappointment to the Baytown Police Advisory Committee in addition to the request to serve on the CCPD.

What special experience/knowledge do you have that may qualify you for service?

I am currently serving on the Baytown Policy Advisory Committee and know this appointment has prepared me for the next level of commitment with a city board/commission. I work directly with the BPD Police Chief on this committee and have learned a lot about the organizational structure of the Baytown Police Department.

What professional license(s), certification(s), or training do you have that may qualify you for service?

I am a higher education administrator who serves and manages boards, advisory councils, and a department of stake holders to ensure best practices for our students and community. I have a PhD in Higher Education and Policy Studies, fostering a depth of research specifically around policy.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I appreciate the 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/aa982c6ff097849052559e256dcd94d849dfa613/original/1658850183/5449e17e2b85596f530d730eb19b05fc_MMoreno_Leadership_CV_2022.docx?1658850183

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.

Marissa Moreno, Ph.D.

PROFESSIONAL SUMMARY

Higher education professional with over 20 years of leadership experience coordinating and developing student services improvement initiatives, implementation of departmental policies and procedures, budget and enrollment management, and strategic planning.

AREAS OF EXPERTISE

- Exceptional leadership, successful external partnerships, and core member of the Behavioral Intervention Team
- Adaptive, culturally competent communicator with in-depth knowledge of college academic programs and requirements as well as excellence in understanding continually evolving college and community support services and resources
- Immense knowledge of student success, academic advising program development, management theories and processes, and assessment of services

EDUCATION

The University of Houston

May 2019

Doctor of Philosophy in Higher Education Leadership and Policy Studies

Advisor: Dr. Lyle McKinney

The University of Texas at Austin

May 2000

Master of Science-Social Work

The University of Texas at Austin

December 1998

Bachelor of Social Work

PROFESSIONAL EXPERIENCE [2000-current]

Executive Director, School & College Partnerships [2021-current]

Lee College-Baytown, Texas

January 2021-current

- Provide leadership for the Dual Credit, Recruitment and Community Outreach, and Advising/Counseling Departments, and Shared College Coordinators.
- Maintain dual credit academic quality and pathway advising through continual collaborations with instruction and faculty.
- Establish and measure key performance indicators, targets, and program effectiveness for the Dual Credit, Recruitment and Community Outreach, and Advising/Counseling departments, and Shared College Coordinators.
- Implement improvement for program initiatives for measurable outcomes achieved through the Ideal Student Experience.
- Develop and maintain MOUs, policies, procedures, and agreements with service area ISDs to ensure state requirements are met.

- Direct collaborative efforts between Dual Credit, Recruitment and Community Outreach, Advising/Counseling, and Shared College Coordinator to assist student matriculation and retention by creating a college-going, college and career readiness culture, to include school district campuses.
- Serve as a liaison to service area ISD superintendents by promoting a consistent process to dual credit and recruitment.
- Provide supervision of Texas Legislature pertaining to Dual Credit programming, HB5 College Prep Course instruction, and Academic Advising expectations.
- Plan and lead Community Outreach expansions in third-grade literacy, guided pathways, dual credit programs, and financial aid opportunities.
- Created and supervise Shared College Coordinators, with service area school districts, to increase postsecondary matriculation.
- Fiscal management and supervision of the budgets for the Dual Credit, Recruitment and Community Outreach, and Advising/Counseling Center departments to ensure daily operations.
- Promote Diversity, Equity, and Inclusion through active participation on the Achieving the Dream and USC Race and Equity Center's Race Equity Leadership Academy.

Director of Advising & Counseling [2010-2020]

Lee College-Baytown, Texas

September 2010-December 2020

- Administer early college program and manage 14 direct reports; conduct job performance evaluation and annual performance review
- Communicate relevant student affairs measures, including enrollment, retention, completion, to President Cabinet Executive Leadership in Presidential appointed committees encompassing all key faculty and personnel across campus.
- Designed a Student Affairs Guided Pathway Model for Student Success.
- Created Pathway Partnerships across the financial aid, advising/counseling center, and faculty advising teams to provide a holistic approach for an ideal student experience by streamlining contact personnel
- Strengthened program assessment and evaluation; created evaluation tool to increase advising efficacy; created an Academic Advising Assessment Plan—enhanced the current existing evaluation model to enhance student success
- Improved comprehensive counseling and academic advising to over 6,000 students through the implementation of advisor assigned individual caseload management separated by degree plan proven to increase retention by facilitating Advising initiatives to align with the implementation of Guided Pathways
- Coordinate campus retention efforts through the academic support referral system created in PeopleSoft
- Manage enrollment and matriculation of multiple cohorts to include: Early College High School students, Dual Credit program, Industrial, and General Enrollment populations
- Implement and oversee Counseling and Advisor Caseload Management procedures and processes
- Drafted and implemented Advising/Counseling Center policies and procedures including areas relating to student conduct.
- Instituted an Academic Advising Assessment Program Plan to streamline advising processes across campus for better student experiences
- Fiscal management of a budget exceeding \$350,000 for the Advising/Counseling Center to ensure daily operations
- Active participant in the creation and implementation of the Quality Enhancement Plan process on the Lee College Campus during the SACSCOC accreditation year
- Developed and implemented a pilot early alert system involving faculty referrals to advisors/counselors to ensure student retention (spring 2017)

- Trainer for faculty advisors to enhance faculty advisement of students in career/college choices

Counselor

January 2003-September 2010

Lee College – Baytown, Texas

- Provided career counseling and assessment resource guidance (Career Cruising, Occupational Outlook Handbook)
- Performed degree planning guidance, course catalog and schedule comprehension and schedule building
- Developed unofficial transcript evaluations for students; conducted official degree checks and/or update degree plans advised students on college and university transfer procedures
- Provided personal counseling, including crisis intervention and appropriate referral (incomplete sentence)
- Developed and facilitated Student Success/Academic workshops such as: Time Management, Study Skills, Decision Making, Note Taking, Testing Tips, and Career and Transfer Services
- Collaborated to develop departmental goals, programs, and undergraduate advising and counseling strategies

College Entrance Advisor - Lee College Project GEAR UP

October 2000-December 2002

GCCISD- Robert E. Lee High School - Baytown, Texas

- Academic Advising-individualized counseling to properly align ninth grade repeaters academics to the appropriate grade level and courses required in preparation for college
- Facilitated in-class workshops-Time management, study skills, test taking strategies
- Workshop facilitator “Getting Ready for College”-“Preparing for High School”
- Assisted with coordination of “Fall Kick Off” hosting 500 families
- Coordinated GEAR UP For Your Future Conference
- Facilitated the National Hispanic Institute’s Youth Leaders Team
- Counseled and guided GCCISD students with high school registration
- Organized and coordinated annual academic summer institutes for middle and high school students on college campus
- Collaborated with Tutor-Mentor Coordinator on identification of students for mentoring and tutorial programs

TEACHING EXPERIENCE

Lee College-Teaching Assistant (*Spring 2018*)

SOCW 2361: Introduction to Social Work

Quality Matters Certified (*Fall 2019*)

Required certificate for online instruction

SERVICE

- Behavioral Intervention Team – Core Member (2017-present)
- Title IX – Investigator (2019-present)
- Achieving the Dream and USC Race and Equity Center’s Race Equity Leadership Academy-Lee College team member (2021)
- SACSCOC Accreditation Committee for Student Affairs
- Hispanic Educational Access Completion Committee
- Baytown Resource and Assistance Center Board
- GCCISD Department of Counseling and Wellness Advisory Council
- GCCISD College and Career Readiness Advisory Council
- Texas Association of Chicanos in Higher Education (TACHE) Strategic Plan ad-hoc committee
- Lee College President’s Advisory Council-Faculty representative (2017-2020)
- Baytown Police Advisory Committee – City of Baytown (2020-2022)

SELECTED PRESENTATIONS

1. Moreno, M. & Tidwell, S. (2014, June). *Taking students from passive to proactive: Establishing frameworks for success*. Presented at the League for Innovation in the Community College Learning Summit, Chandler, Arizona.
2. Moreno, M. & Bollinger, M. (2014, September). *Gulf Coast Pass: Dual Credit*. Presented at the Texas Association of Community College Student Affairs Administrators Annual Conference, Baytown, Texas.
3. Moreno, M., Thompson Falla, J., & Sebastien, C. (2017, April). *Establishing LGBTQ+ Safe Spaces on Campus Roundtable Discussion*. Presented at the Texas A&M University at Galveston Conference on Inclusion & Diversity Conference for Higher Education, Galveston, Texas.
4. George, B. & Moreno, M. (2017, November). *Exploratory Analysis of Early College High School Students' SAT score*. Poster session presented at the Association for the Study of Higher Education Conference, Houston, Texas.
5. Valdez, E. & Moreno, M. (2018, May 30). *Women of Color in Leadership: Perceptions and Experiences within the Higher Education Climate*. Presented at the Beijing Normal University-University of Houston Sino-US Education Seminar: Educational Leadership and Administration, Beijing, China.
6. Session Chair, "Combatting the Cool-Out: Building Resilience and Providing Pathways in the P-20 Pipeline". 2018. Texas Higher Education Symposium, Houston, Texas.
7. Moreno, M. & Tidwell, S. (2019, May). *Advising out of the box: Promoting Accessible Support*. Presented at the National Institute for Staff and Organizational Development (NISOD) International Conference on Teaching and Leadership Excellence, Austin, Texas.
8. Moreno, M. & Leal, F. (2020, February). *The LEAP to Pathways : Removing all Barriers to Ensure Students are Successfully Completing their Intended Goals*. Presented at the Texas Association of Chicanos in Higher Education Annual Conference, Sugarland, Texas.
9. Panelist. 2021. Texas Association of Community College Student Affairs Administrators Annual Conference (Virtual).
10. Moreno, M. & Orellana, N. (2022, June). *IMPACTing Underrepresented ECHS Students: Collaborative Advising & High School Counseling*. Presented at the Achieving the Dream – K-12 Partnerships Institute, Portland, Oregon.

AWARDS AND HONORS

1. 2015 Excellence Award from the League for Innovation in the Community College
2. 2018 Miss Robert Wahrmund and Exxon-Mobil Education Foundation Excellence in Education Award
3. 2019 National Institute for Staff and Organizational Development (NISOD) Excellence Award Recipient
4. 2020 Texas Association of Chicanos in Higher Education – Career and Leadership Development Institute Recipient
5. 2022 National Alliance of Concurrent Partnerships –Leadership Academy Recipient

PUBLICATIONS

Moreno, M., McKinney, L., Burrridge, A., Rangel, V. S., & Carales, V. D. (2019). Access for Whom? The Impact of Dual Enrollment on College Matriculation among Underserved Student Populations in Texas. *Community College Journal of Research and Practice*, 1-18. DOI: 10.1080/10668926.2019.1688734.

Moreno, M., McKinney, L., Rangel, V. S., Burrridge, A., & Carales, V. D. (2022). The Impact of Academic Momentum on Postsecondary Matriculation among Early College High School Students. *Community College Journal of Research and Practice*, 1-20. DOI: 10.1080/10668926.2022.2035852.

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: Friday, February 4, 2022 8:01:39 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

Jose

Last Name

Ortega

Home Address

[REDACTED]

City & State

Baytown texas

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

24 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Tpc Grp. Maintenance Electrician. 2066 Goodyear drive

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.

Construction Board of Adjustments and Appeals
Baytown Police Advisory Committee (BPAC)
Baytown Fire Control, Prevention, and EMS District (FCPEMSD)

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 feel like there have been a lot of changes with rules and regulations. I would like to be part of the change as it happens.

What special experience/knowledge do you have that may qualify you for service?

Went to elementary, junior high, and high school here in Baytown. I have lived in Baytown the majority of my life.

What professional license(s), certification(s), or training do you have that may qualify you for service?

Associates degree in electrical technology, journeyman electrician license, First responder training in hazmat, rescue, and fire brigade.

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: Thursday, February 3, 2022 11:57:40 PM

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Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Jimmy

Last Name

Smith

Home Address

[REDACTED]

City & State

Baytown, Texas

Zipcode

Baytown, TX 77523

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

No

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

WOWCO EQUIPMENT COMPANY MANAGER 12120 interstate 10-E Baytown, Texas 77523

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.

Parks and Recreation Board
Planning and Zoning Commission (P & Z)
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?*

No

Please explain why you wish to volunteer to serve on a Board, Commission, or Committee?

After having served in the GCCISD school board I have not been involved in much of anything. Just looking for some different areas to serve.

What special experience/knowledge do you have that may qualify you for service?

GCCISD school board for 4 years, several terms on the Mercy Gate Church board over the last 35 years. Served a short term on the Baytown promise center around 2014.

What professional license(s), certification(s), or training do you have that may qualify you for service?

Ethics training while on the school board. Leadership development initiative (LDI) put on by the west chambers county chamber of commerce 2010. Spader business management, numerous John Maxwell live to lead trainings. The last 35 years working and now running our family business Also owning and operating a towing service and RV rental for 12 years and sold both on 2015. I also have a class A commercial drivers license.

Please provide any additional information you feel would be useful to the City Council in considering your application.

Living off of HWY 146 just outside of the city limits I know disqualifies from serving on some boards , but maybe you can use me somewhere. I had to check 3 boards, but I am open to where I am needed. . Thanks.

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: Thursday, January 13, 2022 10:20:30 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

Jeffrey

Last Name

Walters

Home Address

[REDACTED]

City & State

Baytown, Texas

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

53 years with 5 years away

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Virginia Malone & Associates, LLC, Realtor/Manager, 608 Rollingbrook Dr, Ste 1A,
Baytown, Tx 77521

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 Police Advisory Committee (BPAC)

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?

To help make Baytown a better and safer place to live. Serve my community.

What special experience/knowledge do you have that may qualify you for service?

Work and live in Baytown. Have a great relationship with many officers.

What professional license(s), certification(s), or training do you have that may qualify you for service?

n/a

Please provide any additional information you feel would be useful to the City Council in considering your application.

I am planning on devoting more time and effort in the promotion of our city.

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: 09/22/2022

Subject: Four (4) Appointments to the Animal Control Advisory Committee

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Gabriella Cuff, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider four (4) appointments to the Animal Control Advisory Committee.

PREFACE

The Baytown Animal Control Advisory Committee is composed of seven (7) members appointed by Council to two (2) year terms. The members are composed of the Director of Health, the Chief of Police, one (1) licensed veterinarian, one (1) representative from an animal welfare organization, and three (3) interested citizens. This Committee meets when necessary to assist the Baytown Animal Control facility in complying with applicable law; formulate future animal control plans, strategies, and education; and make recommendations on revisions to the animal control ordinances.

Currently, there are four (4) members of the committee with terms set to expire on September 30, 2022.

Board Member	Position	Current Term	Attendance
James Garcia	Director of Health or Designee	10/01/2019 - 09/30/2022	Attended 9 Out of 10 Meetings
Dr. Francisco Alvarez	Licensed Veterinarian	10/01/2019 - 09/30/2022	Attended 6 Out of 10 Meetings
Yesenia Navarro	Interested Citizen	01/28/2022 - 09/30/2022	Attended 3 out of 5 Meetings
Corporal James Kerr	Chief of Police or Designee	01/28/2022 - 09/30/2022	Attended 3 out of 5 Meetings

If appointed, the members would serve a two-year term beginning on September 1, 2022, and ending on August 31, 2024.

We received several applications for consideration:

- Dixon, Taylor
- Fernandez, Jackelyn
- Graham, Toni
- Gonzales, Megan
- Gordon-Dugins, Jade
- Halladay, Allison
- Khoury, Lacey
- Pratt, Denise
- Matthews, Marga

Attached for your review is the overview of the Baytown Animal Control Advisory Committee as well as a list of the applications.

Attachments

Overview - Baytown Animal Control Advisory Committee

Animal Control Advisory Committee - Board Members

Dixon, Taylor

Fernandez, Jackelyn

Graham, Toni

Gonzales, Magan

Gordon-Duggins, Jade

Halladay, Allison

Khoury, Lacey

Pratt, Denise

Matthews, Marga

BOARDS AND COMMISSIONS

BAYTOWN ANIMAL CONTROL ADVISORY COMMITTEE

ORDINANCES:	No. 5866 - 5/23/1991 and No. 14,565 – 11/17/2020
NUMBER OF MEMBERS:	Seven (7)
REVIEWED BY:	Ad Hoc Animal Control Committee
APPOINTED BY:	City Council
COMPOSED OF:	The Director of Health, the Chief of Police, one (1) licensed veterinarian, one (1) representative from an animal welfare organization, and three (3) interested citizen.
TERM OF OFFICE:	Two (2) years - Licensed Veterinarian One (1) year - Representative of an Animal Welfare Organization One (1) year - Two (2) Interested Citizens Two (2) years - One (1) Interested Citizens
MEETINGS:	When necessary
COMPENSATION:	None
DUTIES:	Assist the Baytown Animal Shelter to comply with applicable law; to formulate future animal control plans, strategies, education and to recommend revision in the animal control ordinances.

Term Tracker Report**Run Date: 09/09/22**

ANIMAL CONTROL ADVISORY COMMITTEE

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>District/Position</u>	<u>Start</u>	<u>End</u>
Dr. Francisco	Alvarez	Committee Member	Licensed Veterinarian	10/01/2019	09/30/2022
Alberto	Contreras	Committee Member	Interested Citizen	10/01/2020	09/30/2023
James	Garcia	Committee Member	Director of Health or Designee	10/01/2019	09/30/2022
Ellen	Hollaway	Chairperson	Interested Citizen	11/17/2020	09/30/2023
Corporal James	Kerr	Committee Member	Chief of Police or Designee	01/28/2022	09/30/2022
Yesenia	Navarro	Committee Member	Interested Citizen	01/28/2022	09/30/2022
Lou	Sisk	Committee Member	Animal Welfare Organization	10/01/2020	09/30/2023

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: Sunday, December 19, 2021 10:22:19 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

Taylor

Last Name

Dixon

Home Address

[REDACTED]

City & State

Baytown Texas

Zipcode

Baytown, TX 77521

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

25 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Thrive skilled pediatric care; Care Experience Manager; league city Texas

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.

Animal Control Advisory Committee
Baytown Fire Control, Prevention, and EMS District (FCPEMSD)

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 lived in this town my whole life. I want to help my town and my community to grow and flourish to it's full potential. I can see the future of Baytown and I want to be apart of it.

What special experience/knowledge do you have that may qualify you for service?

I have worked in the customer service world for many years, volunteering at social events and representing companies. I believe with my experience I would be a wonderful advocate for our town, our people and our animals.

What professional license(s), certification(s), or training do you have that may qualify you for service?

I am a notary for the state of Texas

Please provide any additional information you feel would be useful to the City Council in considering your application.

I am applying to first and foremost help the animals in our community. I have many animals my self and have fostered many. I know how special and how wonderful all of these animals are and I want to help them and make a difference in their lives.

Please include additional information as needed. A cover letter and/or resume may also be submitted with this application.

No Answer

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: Thursday, February 17, 2022 4:38:23 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

Jackelyn

Last Name

Fernandez

Home Address

[REDACTED]

City & State

Baytown Tx

Zipcode

Baytown, TX 77521

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

5 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.

Sign Committee

Animal Control Advisory Committee

Library Board

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?

It would be a amazing opportunity to be involved with the community and help improve it.

What special experience/knowledge do you have that may qualify you for service?

I have worked before in retail, food babysitting and pet sitting

Please provide any additional information you feel would be useful to the City Council in considering your application.

I have seen lost of animals out on the street if I was able to be part of the animals control program I would love to help solve that problem and provide them with shelter.

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: Friday, December 10, 2021 1:38:06 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

TONI

Last Name

GRAHAM

Home Address

[REDACTED]

City & State

Baytown TX

Zipcode

Baytown, TX 77521

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes, Chambers County

If yes, how long? (Years & Months)

Over 40 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Self Employed, Graham Photo Service, [REDACTED]

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.

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?

Controlling animal population is critical to the health and happiness of our domesticated animals. I want to assist in the development, public education and marketing of programs that provide affordable spay/neuter, shots & microchip options for pet owners and TNR and other programs for the feral/abandoned strays living on the streets in addition to foster and placement programs.

What special experience/knowledge do you have that may qualify you for service?

I help people find fosters for lost/abandoned dogs through Baytown Human Society. I trap and transport cats through a TNR program with Best Friends. I provide education to people with new born kittens. I helped coordinate (facility & meals) and volunteered (both administratively and clinically) at a 1-day event in 2021 with Canine Angels & Baytown Human Society where over 200 dogs and cats were neutered, vaccinated & microchipped.

What professional license(s), certification(s), or training do you have that may qualify you for service?

Practical, hands-on, life experience only.

Please provide any additional information you feel would be useful to the City Council in considering your application.

My availability is flexible allowing me to participate in meetings/events as needed.


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: [Raquel.Martinez](#)
To: [Alisha.Segovia](#)
Cc: [Angela.Jackson](#)
Subject: FW: Addition to Application to the Animal Control Advisory Committee
Date: Friday, December 10, 2021 3:15:46 PM

Alisha - FYI

Raquel Martinez
Deputy City Clerk
City of Baytown


Sent: Friday, December 10, 2021 3:07 PM
To: City Clerk <CityClerk@baytown.org>
Subject: Addition to Application to the Animal Control Advisory 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.

Good Afternoon - I submitted an application earlier today for the Animal Control Advisory Committee and wasn't sure if the following experience was relevant to include. I've decided to include it just in case it may be relevant. Can you add it to my application or do you suggest I complete a new application?

"I have extensive experience researching, interpreting and administering local, state and federal laws, writing company policies and managing legal actions taken against companies regarding policies".

Kind Regards
Toni Graham


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: Sunday, January 16, 2022 8:07:01 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

Magan

Last Name

Gonzals

Home Address

[REDACTED]

City & State

Baytown, Texas

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

25+ years - Baytown is my hometown

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Best Friends Animal Society in Houston Veterinary Programs Coordinator 901 Pinemont Dr. Houston TX 77018

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.

Animal Control Advisory Committee

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 believe I have the experience to help drive much needed change to the policies that govern the shelter. I have worked alongside the staff at the shelter to assist in lifesaving for years - both as an individual and with rescue affiliations. I am hard-working, driven, cooperative and compassionate. I enjoy working with a team, allowing others to be heard, and solving problems together.

What special experience/knowledge do you have that may qualify you for service?

I worked with A Life to Live to help pilot the first community cat program in Baytown. We had a lot to learn, and I've gained plenty of experience since then. I am now a programs coordinator with a national organization - I can help provide spay/neuter services to the shelter. I understand the importance of working with a team and collaborating on efforts to come to the best conclusions.

What professional license(s), certification(s), or training do you have that may qualify you for service?

I am an experienced veterinary technician.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I have worked in rescue, and I am a long-time citizen of Baytown. I have lived in Baytown much longer than my experience in the rescue world. I am a citizen first. I adopted my first dog from Baytown Animal Control in 2009 back when the shelter was severely suffering in both policy and performance. I have helped in the past with former Animal Control Advisory Committee members to update policies and I have sat in on many committee meetings as a concerned citizen. I want what's best for the animals and the people of Baytown, and I want my experience, both professional and personal, to help animals in Baytown in a meaningful way.

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/68ddffe31b248cf641af0cfaf010cc55044a9642/original/1642341863/fc9a1dcbcf8388d48308ea9f2273c95_Magan_Gonzales_-_Resume.pdf?1642341863

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: [Alisha.Segovia](#)
To: [REDACTED]
Subject: FW: Anonymous User completed Application to Serve on a Board, Commission, or Committee
Date: Tuesday, January 18, 2022 8:17:00 AM

Good Morning Ms. Gonzals:

On behalf of the City of Baytown, I would like to thank you for submitting your application and giving us the opportunity to consider you for an appointment to the Animal Control Advisory Committee.

We regret to inform you that at this time there is not a vacancy for this board. However, your application will remain on file for one year, and should a vacancy become available within that time frame, we will contact you regarding your continued interest.

As you have demonstrated a willingness to step forth and serve your community, I encourage you to regularly check the City's website or our Municipal channel: Comcast Cable Channel 16, for upcoming board and commission vacancies.

https://www.baytownengage.com/boards?tool=survey_tool&tool_id=boardapplication#tool_tab

Once again, I appreciate your interest in serving and thank you for your willingness to make better Baytown through your volunteerism. Please feel free to contact the City Clerk's Office at (281) 420-6504, should you have any questions or require further assistance.

Sincerely,
Alisha

Alisha M. Segovia
Open Government Specialist
City of Baytown

From: Baytown Engage <notifications@engagementhq.com>
Sent: Sunday, January 16, 2022 8:07 AM
To: Sabrina.Martin <Sabrina.Martin@baytown.org>; Angela.Jackson <Angela.Jackson@baytown.org>; Alisha.Segovia <Alisha.Segovia@baytown.org>; Raquel.Martinez <Raquel.Martinez@baytown.org>
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

Magan

Last Name

Gonzals

Home Address

[REDACTED]

City & State

Baytown, Texas

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

25+ years - Baytown is my hometown

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Best Friends Animal Society in Houston Veterinary Programs Coordinator 901 Pinemont Dr. Houston TX 77018

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.

Animal Control Advisory Committee

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 believe I have the experience to help drive much needed change to the policies that govern the shelter. I have worked alongside the staff at the shelter to assist in lifesaving for years - both as an individual and with rescue affiliations. I am hard-working, driven, cooperative and compassionate. I enjoy working with a team, allowing others to be heard, and solving problems together.

What special experience/knowledge do you have that may qualify you for service?

I worked with A Life to Live to help pilot the first community cat program in Baytown. We had a lot to learn, and I've gained plenty of experience since then. I am now a programs coordinator with a national organization - I can help provide spay/neuter services to the shelter. I understand the importance of working with a team and collaborating on efforts to come to the best conclusions.

What professional license(s), certification(s), or training do you have that may qualify you for service?

I am an experienced veterinary technician.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I have worked in rescue, and I am a long-time citizen of Baytown. I have lived in Baytown much longer than my experience in the rescue world. I am a citizen first. I adopted my first dog from Baytown Animal Control in 2009 back when the shelter was severely suffering in both policy and performance. I have helped in the past with former Animal Control Advisory Committee members to update policies and I have sat in on many committee meetings as a concerned citizen. I want what's best for the animals and the people of Baytown, and I want my experience, both professional and personal, to help animals in Baytown in a meaningful way.

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/chq-production-us-california/68ddffe31b248ef641af0cfaf010ec55044a9642/original/1642341863/fc9a1dcbcf8388d48308ea9f2273c95_Magan_Gonzales_-_Resume.pdf?1642341863

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, February 15, 2022 3:12:02 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

Jade

Last Name

Gordon-Duggins

Home Address

[REDACTED]

City & State

Baytown, TX

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

2.5 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Port of Beaumont Order Entry Specialist 1225 Main St Beaumont, TX 77701 Employed 5 years

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.

Civil Service Commission
Animal Control Advisory Committee
Baytown Fire Control, Prevention, and EMS District (FCPEMSD)

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 am daughter of a philanthropist and devoted politician. I have grown up volunteering for public servant departments, homeless, and the unfortunate. I have volunteered in many different natural disasters, ie hurricanes, hard freezes, animal shelters, etc. I have a passion to assist and help in any way and help to create a safer, more comfortable, more incredible place to live.

What special experience/knowledge do you have that may qualify you for service?

I am attending college for a 3rd time and am seeking my Bachelor's in Business Administration Management. I have two previous educations in Massage Therapy & Pediatric Medicine. I moved to Baytown over 2 years ago to give my children a better education opportunity and have fell in love with the city. I would like to bring my knowledge and support to this community and make my mother proud by helping my community as she has hers.

What professional license(s), certification(s), or training do you have that may qualify you for service?

Registered Medical Assistant, CPR Certified, Extensive animal training, Citizen's Academy(Beaumont Police Department)

Please provide any additional information you feel would be useful to the City Council in considering your application.

At 16 I was given an award from the Beaumont Fire Department and City of Beaumont Mayor for saving the lives of my neighbors during a house fire.

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/chq-production-us-california/eb734adba6a5781fb2f5ea88cc5c990fba876c85/original/1644959269/586406639d2dfa408bf5666e0ab2346f_Resume.docx?1644959269

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.

Alisha.Segovia

From: Baytown Engage <notifications@engagementhq.com>
Sent: Wednesday, July 27, 2022 2:06 PM
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

Allison

Last Name

Halladay

Home Address

[REDACTED]

City & State

Baytown, TX

Zipcode

Baytown, TX 77521

Primary Phone Number

[REDACTED]

Email

Do you reside in Baytown?

Not in city limits, but I have a Baytown address.

If yes, how long? (Years & Months)

All my life except for a 7 year period in my twenties.

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Krisher McKay Inc, Realtors.

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 Fire Control, Prevention, and EMS District (FCPEMSD)
Baytown Hospitality Public Facilities Corporations (PFC)
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?

To be more involved in my community. To network, to give back.

What special experience/knowledge do you have that may qualify you for service?

Lived here most of my life. I am also a Realtor.

What professional license(s), certification(s), or training do you have that may qualify you for service?

CPR for the professional rescuer, Lifeguard, Realtor.

Please provide any additional information you feel would be useful to the City Council in considering your application.

I care about where this city is headed.

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 6:28:24 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

Lacey

Last Name

Khoury

Home Address

[REDACTED]

City & State

Baytown Texas

Zipcode

Baytown, TX 77521

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

10 years 4 months

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Great American Title Company Escrow Processor 4505 N. Main St. Baytown, TX 77521

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.

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 have always loved animals and feel this is a great opportunity for me to not only help animals but also assist in bettering our community. I've adopted 2 dogs from the Baytown animal shelter and would love to help ensure that other residents have the opportunity to adopt a healthy, well cared for animal. I have recently been involved in the Baytown Engage program through surveys and answering questions online. When I saw an opportunity to assist with the formulation of animal service programs and to make recommendations for improvements I felt I'd be a perfect fit.

What special experience/knowledge do you have that may qualify you for service?

I have volunteered with the local charity A Life to Live for the last year.

What professional license(s), certification(s), or training do you have that may qualify you for service?

I do not have any applicable license or certification

Please provide any additional information you feel would be useful to the City Council in considering your application.

My youngest son is a senior at Sterling. As he's become more independent over the last few years I've had more free time and have become interested in volunteering in our community. Like I said previously I've been volunteering with a local charity for the last year and I feel like this is another opportunity for me to give back to the community while combining my passion for animal care and safety.

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: Sunday, November 21, 2021 1:04:19 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

Denise

Last Name

Pratt

Home Address

[REDACTED]

City & State

Baytown, Texas

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

About 40 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Self-employed, Attorney The Cookie Jar Resale Shop, Manager, 2236 N. Alexander, Baytown, Tx 77520 Self-employed, Tutor and Ride-Provider

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.

Library Board
Ethics Commission
Animal Control Advisory Committee

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 believe it's the responsibility of citizens to help the government with civic affairs. I live and work here, as has my family.

What special experience/knowledge do you have that may qualify you for service?

I have been on my neighborhood civic association multiple times, as well as our Neighborhood Watch. I led my Girl Scout troop in Baytown for half a decade, provided sponsor care to children from the area girls/boys home, provided a home through the foster system, and volunteered with the United Way of Baytown for almost a decade. I am the President of the Board of Directors of a non-profit that serves Baytown, as well as having worked with children through Vacation Bible School at my church multiple years. I am well-acquainted with how organizations operate and their specific needs.

What professional license(s), certification(s), or training do you have that may qualify you for service?

I have a legal degree, and have practiced law for over 20 years. I also sat on the Texas Social Worker Board for a dozen years, which provided insight into mental health aspects. I have worked closely with several veterinarians over the past 30 years, as well as provided foster homes for over 30 dogs. I attended the Baytown Citizens Police Program, beginners and advanced, in previous years, and again this past summer, giving me insight into city/police issues. I currently sit on the GCCISD Citizens Bond Advisory Committee which gives me insight into school matters.

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.

Alisha.Segovia

From: Baytown Engage <notifications@engagementhq.com>
Sent: Tuesday, July 26, 2022 8:39 PM
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

Marga

Last Name

Matthews

Home Address

[REDACTED]

City & State

Baytown

Zipcode

Baytown, TX 77520

Primary Phone Number

[REDACTED]

Email

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

50

Occupational Information

Employed

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 Housing Authority
Planning and Zoning Commission (P & Z)
Animal Control Advisory Committee

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?

To help better our community

What special experience/knowledge do you have that may qualify you for service?

Knowledge of the city

What professional license(s), certification(s), or training do you have that may qualify you for service?

Financial knowledge Animal knowledge City knowledge Tax knowledge

Please provide any additional information you feel would be useful to the City Council in considering your application.

Dedicated

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. c.

Meeting Date: 09/22/2022

Subject: Appointments: Parks and Recreation Board

Prepared for: Angela Jackson, City Clerk's Office

Prepared by: Gabriella Cuff, City Clerk's Office

Department: City Clerk's Office

Information

ITEM

Consider one (1) appointment to the Parks and Recreation Board.

PREFACE

The Parks and Recreation Board is a seven-member board appointed by the Mayor with the approval of the City Council. The board members must be residents of the City of Baytown and serve at large.

The board meets on the first Wednesday of each month to perform the functions delegated to it by the Council and by the City Manager. The board assists and advises the City Council on the proper operation of the City's parks and recreational facilities.

Currently, there is one (1) vacancy:

Board Member	Position	Current Term	Attendance
Vacancy	Board Member	09/01/2020 - 08/31/2023	N/A

At this time, Mayor Brandon Capetillo would like to appoint Ms. Mirtha Morales to fill the vacancy Board Member position. If appointed, she will serve a three-year term beginning on September 1, 2022, and ending on August 31, 2025.

Attached for your review is the overview for the Parks and Recreation Advisory Board, a list of the current members, and Ms. Morales' application.

Attachments

Overview - Parks & Recreation Board

Board Members - Parks & Recreation Board

Mirtha Morales - Application

BOARDS AND COMMISSIONS

PARKS AND RECREATION BOARD

Ordinance No. 885 – September 14, 1967

NUMBER OF MEMBERS: Seven (7)

APPOINTED BY: Mayor with approval of City Council

COMPOSED OF: Residents of the City of Baytown

TERM OF OFFICE: Members serve staggered three-year terms.

MEETINGS: First Wednesday of each month

COMPENSATION: None

DUTIES: The advisory board which shall assist and advise the city council on the proper operation of the city's parks and recreational facilities and shall perform the functions duly delegated to it from time to time by the Council and by the City Manager. Furthermore, the Board shall make a study of the parks and recreational facilities and policies of the City of Baytown and shall, each year, on or before the first day of June, make recommendations, in writing, to the City Manager as to any changes, modifications, and other improvements. After which, the City Manager shall meet with the Board, and a final written report shall be prepared and presented to the City Council on or before the first day of September of each year.

PARKS AND RECREATION ADVISORY BOARD

First Name	Last Name	Title	District/Position	Original Appointment	Start	End
Vacant	1	Board Member	Mayor At-Large		09/01/2021	08/31/2023
Michelle	Bitterly	Board Member	Mayor At-Large	12/10/2009	09/01/2021	08/31/2024
Thomas	Capetillo	Board Member	Mayor At-Large	11/18/2019	09/01/2021	08/31/2024
Kevin	Jones	Chairperson	Mayor At-Large	10/11/2007	09/01/2019	08/31/2022
Agustin	Loredo III	Vice Chairperson	Mayor At-Large	08/28/2008	09/01/2020	08/31/2023
Terry	Sain	Board Member	Mayor At-Large	10/25/2018	09/01/2019	08/31/2022
Dr. Yvonne S.	Thomas-Chapa	Board Member	Mayor At-Large	11/18/2019	09/01/2020	08/31/2023

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: Saturday, November 13, 2021 8:15:05 PM

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Anonymous User just submitted the survey Application to Serve on a Board, Commission, or Committee with the responses below.

First Name

Mirtha

Last Name

Morales

Home Address

[REDACTED]

City & State

Baytown Texas

Zipcode

Baytown, TX [REDACTED]

Primary Phone Number

[REDACTED]

Email

[REDACTED]

Do you reside in Baytown?

Yes

If yes, how long? (Years & Months)

40 years

Occupational Information

Employed

If employed, please list the following: employer name, position/title, employer address, city/state/zip.

Ziegler Cooper Architects 700 Louisiana Ste 350 Houston Texas 77002 Accounts Receivable

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.

Ethics Commission

Parks and Recreation Board

Baytown Crime Control and Prevention District (CCPD)

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 have lived here all my life and being involved in the community is important for our future generation

What special experience/knowledge do you have that may qualify you for service?

Previously served in the BLL Board. In my early 20's I worked in a Drug and Alcohol facility where we were involved with the Community in School and taught life skills and parent classes. I assisted with the grant application to received funds from the state of Texas. I was able to submitted and receive approval for a baseball team non profit organization.

What professional license(s), certification(s), or training do you have that may qualify you for service?

No Answer

Please provide any additional information you feel would be useful to the City Council in considering your application.

No Answer

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

13. a.

Meeting Date: 09/22/2022

Subject: Recess into and conduct an executive session pursuant to Texas Government Code, Sections 551.071 and 551.074 - Recruitment for City Manager Position

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

Department: Administration

Information

ITEM

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.074 of the Texas Government Code to seek the advice of the City's attorney(s) regarding recruitment for the City of Baytown's City Manager position.

PREFACE

Recess into and conduct an executive session pursuant to Sections 551.071 and 551.074 of the Texas Government Code to seek the advice of the City's attorney(s) regarding recruitment for the City of Baytown's City Manager position.
