

CITY OF GROVES

Notice of Regular Meeting of the City Council

**City Council Chamber
January 29, 2024**

**Groves City Hall
5:00 p.m.**

AGENDA

- I. Call meeting to order - prayer.**
- II. Roll Call.**
- III. Welcome and recognize guests and news media.**
- IV. Approve the minutes of the January 8, 2024 City Council Meeting.**
- V. Reports/Citizen Comments:**
- VI. Mayor:**
 - a. Deliberate and act on Aerial Waiver authorizing the Jefferson County Mosquito Control District to fly at low altitudes, as required for the application of pesticides for the control of mosquitos within the Groves City Limits.
 - b. Deliberate and act on Lower Neches Valley Authority Municipal Raw Water Supply Contract and authorizing the City Manager to negotiate and execute all necessary documents.
- VII. City Attorney:**
 - a. Deliberate and act on Ordinance 2024-02, repealing Chapter 16, Article IV, Section 16-71, which establishes a curfew for minors in the City of Groves.
 - b. Deliberate and act on a Resolution authorizing the submission of a FY 2025 Body-Worn Camera Program Grant Application and designating the Interim City Marshal as the authorized Official.
 - c. Deliberate and act on a Resolution authorizing the submittal of a FY 2025 Criminal Justice Grant Program Application to purchase hand held radios and designating the Interim City Marshal as the authorized officer.
- VIII. City Manager:**
 - a. Invoices
- IX. Councilmember Comments:**
- X. Adjourn.**

City of Groves
Agenda Item Information Form

Council Meeting Date: 1/29/2024 Department: Mayor Agenda Item No. 1

Title for Item (same as to be placed on Agenda): Deliberate and act on Aerial Waiver authorizing the Jefferson County Mosquito Control District to fly at low altitudes, as required for the application of pesticides for the control of mosquitos within the Groves City Limits.

Party(ies) requesting placement of this item on the agenda: City Manager Kevin Carruth

Submitted to City Manager's Office on: Date: 1/18/24 Time: 11:00 a.m. By: C. THIBODEAUX

Explanation of Item: Each year the JCMCD requests the governing bodies of the different communities in Jefferson County to furnish a waiver permitting the Mosquito Control aircraft to fly at low altitudes over the territory under their jurisdiction. Failure to approve the waiver will prevent Groves from being sprayed by JCMCD.

Deadline for Approval: Immediately

Staff Recommendation: Approval of the waiver, as presented.

Alternative (if any) for consideration: None

Identify any attachments to this document: Letter received by the City from the Jefferson County Mosquito Control District

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved: _____ Date: _____
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES _____ NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item (if applicable): \$ _____
Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

Jefferson County Mosquito Control District

Organized in 1950

Denise Marcel, Director
8905 First Street
Beaumont, Texas 77705
Phone: (409) 719-5923
Fax: (409) 727-4176
Denise.Marcel@jeffcotx.us



Advisory Commission:
Dr. M.O. Way, Chairman
Jaime Batiste, Secretary
George Mitchell
Reginald Boykins Sr.
Rufus LaVergne

January 4, 2024

Mayor's Office
City of Groves
P.O. Box 846
Groves, TX 77619

Dear Mayor:

Each year the Jefferson County Mosquito Control District requests the governing bodies of the different communities in Jefferson County to furnish a waiver permitting the Mosquito Control aircraft to fly at low altitudes over the territory under their jurisdiction.

It is respectfully requested that the City Council sign the enclosed waiver granting permission for the Jefferson County Mosquito Control District to operate aircraft over the City of Groves for mosquito control purposes.

Federal Regulations places the responsibility of maintaining all records and complying with all rules and regulations upon the operator of the aircraft. This file is open at all times for inspection.

We furthermore request that you please mail or fax over the signed copy of the waiver to the number listed above.

If at any time you may have any questions, please contact our office for assistance.

Respectfully yours,

Bryan Farrar, Pilot

A handwritten signature in black ink that reads "Bryan Farrar".

Cc: County Judge Jeff Branick, Jefferson County
Commissioner Vernon Pierce, Precinct 1
Commissioner Cary Erickson, Precinct 2
Commissioner Michael Sinegal, Precinct 3
Commissioner Everett Alfred, Precinct 4

Jefferson County Mosquito Control District

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Advisory Commission:
Dr. M.O. Way, Chairman
Jaime Batiste, Secretary
George Mitchell
Reginald Boykins Sr.
Rufus LaVergne

January 4, 2024

AERIAL WAIVER

Mayor's Office
City of Groves
P.O. Box 846
Groves, TX 77619

The Jefferson County Mosquito Control District is authorized to at fly low altitudes as required for the application of pesticides for the control of mosquitoes within the limits of City of Groves, Texas. Jefferson County Mosquito Control operates in accordance with all Federal and State Rules and Regulations governing this type of application.

Signature: _____
Mayor's Office, City of Groves, Texas

Date: _____

Bryan Farrar, Pilot
Jefferson County Mosquito Control District

BF/jb

City of Groves
Agenda Item Information Form

Council Meeting Date: 1-29-2024 Department: Public Works Agenda Item No. 2

Title for Item (same as to be placed on Agenda): Deliberate and act on Lower Neches Valley Authority Municipal Raw Water Supply Contract and authorizing the City Manager to negotiate and execute all necessary documents.

Party(ies) requesting placement of this item on the agenda: Troy Foxworth, Public Works Director

Submitted to City Manager's Office on: Date: 1-29-2024 Time: 11:00 a.m. By: _____

Explanation of Item: This is an annual Contract that will allow The City of Groves to continue to draw untreated water raw water from the LNVA system. This water is then treated at the City of Groves Water Treatment Plant to drinking water standards and distributed to the customers of Groves.

Deadline for Approval: _____

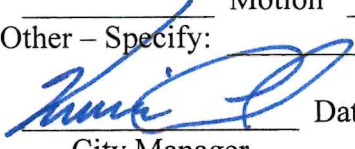
Staff Recommendation: City Council approve, as presented. City Attorney is still reviewing this contract. If any changes are needed they will be made and emailed to Council.

Alternative (if any) for consideration: None.

Identify any attachments to this document: Contract provided by LNVA.

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance – Number _____ Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 1/29/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item (if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

**Lower Neches Valley Authority
Municipal
Raw Water Supply Contract
City of Groves**

LOWER NECHES VALLEY AUTHORITY
MUNICIPAL RAW WATER SUPPLY CONTRACT

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- 2) "Water" shall mean raw, untreated water from the LNVA System.
- 3) "Point(s) of Delivery" shall mean the point or points at which Customer withdraws Water from the LNVA System.
- 4) "Effective Date" shall mean the Effective Date of this Agreement. The Effective Date is _____, 2024.
- 5) "LNVA Rate" the rate at which Customer will pay LNVA for Water taken from the LNVA System up to 1.05 times the Monthly Allocation of the Annual Contract Quantity as shown in Exhibit 5. The LNVA Rate may be modified from time to time as specified in Section 8 and will be published annually as set by the Board and is contained in Exhibit 2.
- 6) "Excess Water Rate" the rate at which Customer will pay LNVA for Water taken from the LNVA System in excess of 1.05 times the Monthly Contract Quantity shown in Exhibit 5. The Excess Water Rate may be modified from time to time as specified in Section 8, and will be published annually and is contained in Exhibit 2.
- 7) "Maximum Diversion Rate" shall mean _____3900_____ gallons per minute and is the maximum rate at which Customer may withdraw Water from the LNVA System as measured at the Point of Delivery.
- 8) "Annual Contract Quantity" shall be the quantity of Water described in Exhibit 5, unless modified pursuant to Section 7.

- 9) “Minimum Monthly Payment” shall be the Monthly Allocation of the Annual Contract Quantity as shown in Exhibit 5 times the LNVA Rate.
- 10) “Maximum Monthly Amount” shall mean 1.05 times Monthly Allocation of the Annual Contract Quantity for the Month as stated in Exhibit 5.
- 11) “LNVA System” shall mean the facilities owned and operated by LNVA used to provide Water to LNVA’s customers including but not limited to water rights, reservoirs, pumps, canals, flumes, and meters.
- 12) “Fiscal Year” shall mean a one-year period beginning on January 1 and ending on December 31 of the same calendar year.
- 13) “Commission” shall mean the Texas Commission on Environmental Quality and its predecessor and successor agencies.

SECTION 2. TERM.

This Agreement shall be in effect from the Effective Date until January 1, 2025 (“Initial Term”) and shall remain in force for successive one year periods unless and until terminated as provided in the next two succeeding sentences. Customer may terminate this Agreement as of the expiration date of the Initial Term or as of the expiration of any successive one year periods as noted above, by giving 12 months prior written notice to LNVA. LNVA’s termination rights remain as identified in Section 22 of this Agreement.

SECTION 3. EQUITY.

Customer acknowledges that it will accrue no equity or any other interest in the LNVA System or any other assets of LNVA as a result of payment or other performance of Customer under this Agreement.

SECTION 4. VOLUME.

Subject to the limitations and conditions described in this Agreement and Certificate(s) of Adjudication No. 06-4411, as amended, LNVA agrees to sell Customer Water from the LNVA System at the Point of Delivery in an amount not to exceed the Annual Contract Quantity. Customer shall not take more than the Annual Contract Quantity without the prior written consent of LNVA.

SECTION 5. RATES AND COMPENSATION.

Customer agrees to pay LNVA at the times and in the manner hereinafter prescribed the following:

Beginning with the Effective Date, Customer shall pay, on a monthly basis, an amount equal to the greater of the Minimum Monthly Payment or the LNVA Rate and Excess Water Rate as described in Section 7 times the amount of Water actually taken during a month.

SECTION 6. BILLING AND PAYMENT.

A. As used in this Agreement, the term "month" shall mean a period beginning at 8:00 a.m. on the first day of each succeeding calendar month and ending at 8:00 a.m. of the first day of the following month or on the meter reading on or about the first of each month for the preceding month..

B.. LNVA shall render to Customer at Customer's offices at the address shown in the Signature Block of this agreement, (or such other place as designated by Customer), on or before the 10th day of each calendar month, a statement for the amount due under Section 5 for Water taken during the preceding month. Payment of such statement shall be due and payable at the LNVA's office at 7850 Eastex Freeway, Beaumont, TX 77708 (or such other place as designated by LNVA) on or before the 10th day after receipt of such statement.

SECTION 7. TAKING EXCESS WATER.

In the event Customer diverts more than Maximum Monthly Amount during a month, Customer shall pay LNVA for the Water used above the Maximum Monthly Amount at the Excess Water Rate.

SECTION 8. RATE ADJUSTMENT

At least once per year, the LNVA Board of Directors will review the LNVA Rate and the

Excess Water Rate. It is expressly understood and agreed that, LNVA, with 30 days notice, shall have the right at any time during the term of this Agreement to change the rates charged its customers for Water, and in the event, such rates are lowered, Customer shall have the advantage of same immediately when they become effective, and if said rates are made higher or different, the Customer hereby agrees to pay for Water under such higher or different rates, if taken.

SECTION 9. MEASURING EQUIPMENT.

LNVA will provide at Customer's sole cost for any metering and diversion equipment needed under this Agreement to measure and provide Water to Customer. LNVA has heretofore furnished and installed at the Point of Delivery of Water for Customer's operations, the meter or meters and other equipment so installed, and denominated herein as the Customer's meters. The meters so installed shall be and remain the property of LNVA and be operated and maintained by LNVA, and the same shall be used in determining the quantity of Water delivered to Customer under this Agreement and the following provisions in reference thereto shall apply:

LNVA shall arrange for the reading, calibrating and adjustment of the metering equipment. For the purpose of this contract the original record of readings of the meter or meters shall be the journal or other record book of LNVA in its office into which the records of the employees or agents of LNVA who takes meter readings is or may be transcribed and LNVA will, upon request, give Customer a copy of such journal or record book or permit Customer to have access to same at the office of LNVA during business hours.

Not more than once each calendar year, on a date as near the last day of the month as practicable, LNVA must calibrate its meters if requested by Customer to do so, in the presence of representatives of Customer, and the parties shall jointly observe any adjustments which are made to the meters, should such adjustments be necessary. If the customer has provided and installed check meters, the check meters shall also be calibrated by LNVA in the presence of representatives of Customer and the parties shall jointly observe any adjustments, should such adjustments be necessary. If Customer shall request LNVA to calibrate its meters and LNVA shall have given Customer notice of the time when any such calibration is to be made a sufficient length of time in advance to enable Customer to have its representatives present, and if representatives are not present

at the time set, LNVA may proceed with said calibration and adjustments in the absence of Customer's representatives.

If either party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meter is or are installed, it will promptly notify the other party and the parties will then cooperate to secure an immediate calibration test and joint observation of any adjustment and the meter or meters shall then be adjusted to accuracy. Each party shall give to the other party forty-eight (48) hours notice of the time of all tests of meters so that the other party may conveniently have its representatives present.

If, upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registrations thereof shall be corrected for a period extending back to the time such inaccuracy occurred, if such time is ascertainable, and if not ascertainable, then back one-half (1/2) of the time elapsed since the last date of calibration. If, for any reason, any meters are out of service and/or out of repair so that the amount of Water delivered cannot be ascertained or computed from the readings thereof, the Water delivered through the period such meters are out of service and/or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available, using the first of the following methods which is feasible:

A. By using the registration of any check meter or meters if installed and accurately registering;

B. By correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or

C. By estimating the quantity of delivery by deliveries during preceding periods under similar conditions when the meter or meters was or were registering accurately.

Customer may, at its option and expense, install and operate check meters to check each LNVA meter but measurement of Water for the purpose of this agreement shall be by the LNVA's meters only, except in case hereinabove specifically provided to the contrary. Check meters shall be subject at all reasonable times to inspection and examination of LNVA, but the reading, calibration and adjustment shall be done only by Customer.

Lower Neches Valley Authority
Municipal Raw Water Supply Contract

SECTION 10. DISPUTE REGARDING PAYMENT.

If Customer, at any time, disputes the amount to be paid by it to LNVA, Customer shall nevertheless promptly make the disputed payment or payments; but, if it is subsequently determined by agreement or court decision that the disputed amount paid by Customer should have been less or more, LNVA shall promptly revise and reallocate Customer' payments in a manner that Customer or LNVA will recover the amount due.

If a court, the Commission, or any federal or state regulatory authority finds that LNVA's rates or policies for delivering Water to Customer under this Agreement are unreasonable or otherwise unenforceable, LNVA has the option to terminate this Agreement without liability to Customer. By signing this Agreement, Customer stipulates and agrees that LNVA and its other customers will be prejudiced if Customer avoids the obligation to pay the rates for Water specified in this Agreement while accepting the benefits of obtaining Water from the LNVA. Nothing in this Agreement shall be construed as constituting an undertaking by LNVA to furnish Water to Customer except pursuant to the terms of this Agreement. If Customer initiates or participates in any proceeding regarding LNVA's rates and policies under this Agreement and advocates a position that is adverse to LNVA and LNVA prevails, Customer shall pay LNVA for its expenses, including attorneys' fees, in the proceeding within fifteen (15) days after LNVA's demand for payment. Customer stipulates and agrees that the rates and policies specified in this Agreement are just, reasonable, and without discrimination.

SECTION 11. POINT(S) OF DELIVERY.

A narrative description of the location of the Point(s) of Delivery and a vicinity map that shows the location of the Point(s) of Delivery are attached as Exhibit 1 to this Agreement. Customer shall provide, at Customer' expense, the facilities required to divert and transport Water to Customer' place of treatment and/or use.

SECTION 12. RESPONSIBILITY FOR WATER.

Once the Water supplied hereunder to Customer passes through the Point(s) of Delivery, Customer hereby agrees to save and hold LNVA harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the quality, transportation and delivery of said Water. Further, in consideration for receiving the Water, Customer releases, waives, discharges and covenants not to sue the LNVA, The State of Texas, their

officers, agents, servants, or employees (hereinafter referred to as Releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Customer or its employees, or any of the property belonging to Customer, whether caused by any sole or comparative negligence of the Releasees, or otherwise, for supplying and/or not supplying the Water or for any other cause.

SECTION 13. PURPOSE AND PLACE OF USE.

Customer shall use the Water purchased from LNVA under this Agreement for municipal purposes only and only within the Customer's service area, the location of which are shown by map and attached as Exhibit 3 to this Agreement. Customer is hereby prohibited from selling raw water.

SECTION 14. COMMISSION RULES.

The effectiveness of this Agreement is dependent upon LNVA and Customer complying with the rules of the Commission, specifically including the rules codified as Texas Administrative Code, Title 30, §§ 295.101 and 297.101-.108 as of the effective date of this Agreement.

SECTION 15. REGULATORY REQUIREMENTS.

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction, and LNVA and Customer each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms.

SECTION 16. WATER CONSERVATION PLANS.

Customer shall cooperate with and assist LNVA in its efforts to develop and implement plans, programs, and rules to develop water resources and to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, or increase the recycling and reuse of water. LNVA's obligations under this Agreement shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by LNVA and required or approved by the Commission, the Texas Water

Development Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Agreement, Customer shall submit its' water conservation plan and/or water conservation measures to LNVA for its review and approval.

If Customer is granted the right to and does resell LNVA's Water, Customer shall require through a contract condition that any successive user of LNVA's Water must implement water conservation measures that comply with the State's, the LNVA's, and Customer' water conservation plans, programs, and rules.

SECTION 17. SOURCE AND ADEQUACY OF SUPPLY.

Water supplied by LNVA to Customer under this Agreement shall be from the LNVA System and from no other source, unless LNVA, at its sole discretion, decides to supply Water from another source available to LNVA. LNVA and Customer hereby agree that Customer shall have no right or entitlement to any portion of LNVA's Water in the LNVA System after the expiration of the term of this Agreement. LNVA will use its best efforts to remain in a position to furnish raw Water sufficient for the reasonable demands of Customer. LNVA's agreement to provide Water to Customer shall not be deemed a guarantee on LNVA's part that any particular quantity of Water will be available, and the quantity of Water taken shall at all times be subject to the right of LNVA to reduce said quantity of Water as the LNVA, in its sole judgment, may deem necessary in order to meet the LNVA's commitments under its existing contracts, comply with any order of any court or administrative body having appropriate jurisdiction, reduce flooding, or prevent injury.

LNVA has adopted a Water Conservation and Drought Contingency Plan. If Customer fails to implement LNVA's and its own Drought Contingency Plan when trigger conditions occur, LNVA's General Manager is authorized to institute rationing pursuant to any applicable wholesale Water contracts, including this Agreement, as well as to enforce any contractual, statutory, or common law remedies available to LNVA necessary to protect the public welfare. LNVA's Water made available to Customer when Customer is not in compliance with LNVA's Water Conservation and Drought Contingency Plan will be reduced to the amount of Water that the LNVA's General Manager estimates would be necessary to satisfy Customer' demand if Customer was operating in compliance

with both LNVA's and Customer' Drought Contingency Plans.

LNVA's rights to maintain and operate the reservoirs owned or used by LNVA and its Water transportation facilities and at any and all times in the future to impound and release Waters thereby in any lawful manner and to any lawful extent LNVA may see fit is recognized by Customer, and, except as otherwise provided herein, there shall be no obligation hereunder upon LNVA to release or not to release any impounded Waters at any time or to maintain any Waters at any specified level. Further, if the permitted yield of the LNVA System is reduced by Commission, LNVA reserves the right to decrease the Annual Quantity by a like percentage.

SECTION 18. RAW WATER QUALITY.

THE WATER WHICH THE LNVA OFFERS TO SELL TO CUSTOMER IS NON-POTABLE, RAW, AND UNTREATED. CUSTOMER HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS NEEDS. THE LNVA EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. THE LNVA EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS. CUSTOMER AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY THIS AGREEMENT SHALL NOT ENTITLE CUSTOMER TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS PROVIDED FOR BY THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY WITH RESPECT TO THE TREATMENT OF THE WATER PRIOR TO ITS DISTRIBUTION FOR HUMAN CONSUMPTION OR ANY OTHER USES.

SECTION 19. RETURN FLOWS.

Customer acknowledges that some of the Water supplied to it by LNVA may be returned to watercourses in the Neches River Basin, adjacent coastal basins, or associated bay and estuary systems as return flows. LNVA and Customer believe that the most economical means for meeting some of the future demands of the LNVA's customers may involve the use of return flows to extend or enhance the yield of LNVA's Water supplies. Customer agrees that it will provide LNVA with a monthly report on the return flows resulting from Customer's use of Water under this Agreement and

that LNVA has the right, subsequent to Customer' use of Water purchased from LNVA, to make whatever reuse of the Water LNVA deems desirable. Customer will receive no compensation, credit, or off-set for making return flows available to LNVA.

SECTION 20. OTHER CHARGES.

In the event that any sales or use taxes, or taxes, assessments, storage fees, storage assessments or charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the Water received by Customer from the LNVA System, the amount of the tax, assessment, or charge shall be borne by Customer, in addition to all other charges, and whenever LNVA shall be required to pay, collect, or remit any tax, assessment, or charge on Water received by Customer, then Customer shall promptly pay or reimburse LNVA for the tax, assessment, or charge in the manner directed by LNVA. Rates are set with fuel prices at a forecasted index price. Notwithstanding anything contained herein to the contrary, the LNVA reserves the right to charge to, and collect from BUYER a "fuel surcharge". The fuel surcharge will be an additional charge to BUYER from all other fees and charges charged and incurred under this Contract. It is acknowledged, understood agreed that LNVA's water rates are set with fuel prices at a forecasted index price, and sometimes these forecasted index prices are too low to cover anticipated LNVA costs. If fuel prices exceed the forecasted values, the excess fuel cost over the forecast will be prorated among all customers within their class based on proportionate use, and the proportional excess cost will be charged to BUYER as a fuel surcharge. BUYER hereby agrees to pay all LNVA fuel surcharges charged or incurred during the Contract term.

SECTION 21. DEFAULT IN PAYMENTS.

All amounts due and owing to LNVA by Customer shall, if not paid when due, bear interest at the Texas post-judgment interest rate set out in TEX. FIN. CODE ANN. § 304.003 (Vernon Supp. 1998), or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by Customer to LNVA is placed with an attorney for collection, Customer shall pay to LNVA, in addition to all other payments provided for by this Agreement, including interest, LNVA's collection expenses, including court costs, attorneys' fees, and expenses. LNVA shall, to the extent permitted by law, suspend delivery of Water from the LNVA System to Customer if Customer remains

delinquent in any payments due hereunder for a period of sixty (60) days and shall not resume delivery of Water while Customer is so delinquent and may, at its option, terminate this Agreement without further liability to Customer. LNVA shall pursue all legal remedies against Customer to enforce and protect the rights of LNVA, LNVA's customers, and the holders of LNVA's bonds. It is understood that the foregoing provisions are for the benefit of the holders of the LNVA's bonds.

SECTION 22. TERMINATION.

If LNVA decides to terminate this Agreement, as provided by this Agreement, LNVA shall deliver written notice of the decision to Customer. Customer shall discontinue taking Water from LNVA under this Agreement within one hundred eighty (180) days after LNVA delivers written notice to Customer.

SECTION 23. WAIVER AND AMENDMENT.

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by LNVA or Customer shall not be deemed a waiver by Customer or LNVA of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, except the right of LNVA to receive the Annual Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No officer or agent of LNVA or Customer is authorized to waive or modify any provision of this Agreement. No modifications to or rescission of this Agreement may be made except by a written document signed by LNVA's and Customer' authorized representatives.

SECTION 24. REMEDIES.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any party's obligations hereunder could not be adequately

compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination) which also may be available to LNVA. Nothing in the agreement should be construed as a waiver or relinquishment of LNVA's statutory or governmental immunities.

SECTION 25. FORCE MAJEURE.

If, for any reason of force majeure, either LNVA or Customer shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, other than the obligation of Customer to make the payments required under the terms of this Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure," as used in this Agreement, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of Water supply, including pollution (accidental or intentional), and any inability on the part of LNVA to deliver Water, or of Customer to receive Water, on account of any other cause not reasonably within the control of the party claiming the inability.

SECTION 26. NON-ASSIGNABILITY.

Customer understands and agrees that any assignment of rights or delegation of duties under this Agreement is void without the prior written consent of LNVA.

SECTION 27. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts

or commitments, and LNVA shall not be construed to be responsible for Customer' contracts or commitments by virtue of this Agreement or any provision contained herein.

SECTION 28. RELATIONSHIP OF THE PARTIES.

This Agreement is by and between LNVA and Customer and is not intended, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association as between LNVA and Customer nor between LNVA and any officer, employee, contractor, or representative of LNVA. No joint employment is intended or created by this Agreement for any purpose. Customer agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or construction under this Agreement.

SECTION 29. SOLE AGREEMENT.

This Agreement constitutes the sole and only agreement of Customer and LNVA and supersedes any prior understanding or oral or written agreements between LNVA and Customer respecting the subject matter of this Agreement, including any oral or written agreement with LNVA that Customer obtained by assignment.

SECTION 30. SEVERABILITY.

The provisions of this Agreement are severable, and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

SECTION 31. NOTICES.

All notices, payments, and communications (collectively "notices") required or allowed by this Agreement shall be in writing and be given by hand-delivery or by depositing the notice in the United States mail, postage prepaid, registered or certified, with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated

representative for receipt of notice for each of the parties shall be shown above the signatures of the individuals who signed this Agreement on behalf of LNVA and Customer. Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

SECTION 32. PLACE OF PERFORMANCE.

All acts performable under the terms of this Agreement and all amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Jefferson County, Texas, said Jefferson County, Texas, being the place of performance agreed to by the parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Jefferson County, Texas.

SECTION 33. DUPLICATE ORIGINALS.

Customer and LNVA, acting under the authority of their respective governing bodies, shall authorize the execution of this Agreement in several counterparts, each of which shall be an original. Customer shall submit written evidence in the form of bylaws, charters, resolutions, or other written documentation specifying the authority of Customer's representative to sign this Agreement, which evidence shall be attached to this Agreement as Exhibit 4.

SECTION 34. PLEDGE OF REVENUE

Customer represents and covenants that all payments to be made by it under this Agreement shall constitute reasonable and necessary operating expenses of its system as defined Tex. Gov't Code Ann. 1502.056-.058 (Vernon 2001), and that all such payments will be made from the revenues of its water system. Customer represents and has determined that the water supply to be obtained from the LNVA System is absolutely necessary and essential to the present and future operation of its facility and is the only available and adequate source of supply of water therefore, and accordingly, all payments required by this Agreement to be made by Customer shall constitute reasonable and necessary operating expenses of Customer's plant and system or systems as described above with the effect that the obligation to make such payments from revenues of such system or systems shall have priority over any obligations to make any payments from such revenues, whether

of principal, interest, or both, with respect to all bonds heretofore or hereafter issued by Customer.

Customer agrees throughout the term of this Agreement to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least (i) all of its payments under this Agreement and (ii) all other amounts as required by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding.

Unless otherwise specifically provided in writing by subsequent agreement between LNVA and Customer, LNVA shall never have the right to demand payment by Customer of any obligation assumed or imposed on it under this Agreement from funds raised or to be raised by taxation, it being expressly understood by LNVA and Customer that all payments due by Customer are to be made from the revenues and income received by Customer from the ownership and operation of its plant facility.

EFFECTIVE as of the date signed by the authorized representative of LNVA.

Lower Neches Valley Authority
7850 Eastex Freeway
Beaumont, TX 77708
Attn.: General Manager

BY: _____

TITLE: General Manager

DATE: _____

City of Groves
Address
Attn: _____

BY: _____

TITLE: _____

DATE: _____

Lower Neches Valley Authority
Municipal Raw Water Supply Contract

Exhibit 1 Location of Point(s) of Delivery

Use a Google Earth Picture of meter locations

Exhibit 2 Water Rates for the Year and Volume for the Year

Water Rate 2024.....	\$0.33 per 1000 gallons
Excess Water Rate for 2024.....	\$0.88 per 1000 gallons

Exhibit 3 Location Map of Service Area

Lower Neches Valley Authority
Municipal Raw Water Supply Contract

Exhibit 4 Authorization to Execute on Behalf of the of Customer

[To be provided by Customer]
[Resolution, minutes or action authorizing contract]

Exhibit 5 Monthly Allocation of Annual Quantity

Monthly Allocation for the Year 2024	
Month	Gallons of Water
January	60,000,000 MM
February	55,000,000 MM
March	55,000,000 MM
April	56,000,000 MM
May	60,000,000 MM
June	60,000,000 MM
July	63,000,000 MM
August	63,000,000 MM
September	61,000,000 MM
October	63,000,000 MM
November	60,000,000 MM
December	57,000,000 MM
Total Annual 2024 Contract Quantity	713,000,000 MM

Monthly Allocation for the Year 2025	
Month	Gallons of Water
January	60,000,000 MM
February	55,000,000 MM
March	56,000,000 MM
April	57,000,000 MM
May	60,000,000 MM
June	61,000,000 MM
July	64,000,000 MM
August	64,000,000 MM
September	62,000,000 MM
October	63,000,000 MM
November	60,000,000 MM
December	57,000,000 MM
Total Annual 2025 Contract Quantity	719,000,000 MM

Lower Neches Valley Authority
Municipal Raw Water Supply Contract

Contract from 2008

**Lower Neches Valley Authority
Municipal
Raw Water Supply Contract
City of Groves**

Lower Neches Valley Authority
Raw Water Contract
City of Groves

LOWER NECHES VALLEY AUTHORITY
RAW WATER SUPPLY CONTRACT - WHOLESALE

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Lower Neches Valley Authority
Raw Water Contract
City of Groves

THE STATE OF TEXAS
COUNTY OF JEFFERSON

§
§
§

MUNICIPAL
RAW WATER
CONTRACT

This Raw Water Supply Contract ("Agreement") is made and entered into this 1st day of August, 2008 by and between the **Lower Neches Valley Authority** ("LNVA"), a political subdivision of the State of Texas, having offices in Jefferson County, Texas, and the City of Groves ("Customer"), a municipality and political subdivision of the State of Texas, having offices in Jefferson County, Texas,,

RECITALS

1. LNVA is a political subdivision of the State of Texas, being a conservation and reclamation district created and governed by the provisions of Article 8280-103, Vernon's Revised Civil Statutes, as amended, pursuant to Article 16, Section 59, of the Texas Constitution.
2. LNVA owns and operates water supply facilities including the LNVA System and is authorized under the provisions of Certificates of Adjudication Nos. 06-441, as amended, issued by the Texas Commission on Environmental Quality or its predecessor agencies to appropriate public waters of the State of Texas.
3. Customer proposes to purchase untreated Water from LNVA for subsequent treatment and distribution for municipal and domestic or other purposes.
4. Customer wants to purchase, and LNVA is willing to sell, raw water from the LNVA System subject to the terms and conditions of this Agreement.
5. Customer will take water from the LNVA System subject to all applicable rules and regulations of LNVA, state and federal agencies, and the water rights associated with the LNVA System.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, LNVA and Customer agree as follows:

SECTION 1. DEFINITIONS.

- 1) "Agreement" shall mean this Water Supply Contract including exhibits and any amendments thereto.
- 2) "Water" shall mean untreated, raw, untreated water from the LNVA System.
- 3) "Point(s) of Delivery" shall mean the point or points at which Customer withdraws Water from the LNVA System.
- 4) "Effective Date" shall mean the Effective Date of this Agreement. The Effective Date is October 1, 2008.

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- 5) "LNVA Rate" the rate at which Customer will pay LNVA for water taken from the LNVA System up to 1.05 times the Contract Quantity. The LNVA Rate may be modified from time to time as specified in Section 8 and will be published annually as set by the Board and is contained in Exhibit 2.
- 6) "Uncontracted Water Rate" the rate at which Customer will pay LNVA for water taken from the LNVA System in excess of 1.05 times the Contract Quantity. The Uncontracted Water Rate may be modified from time to time as specified in Section 8 and will be published annually and is contained in Exhibit 2.
- 7) "Maximum Diversion Rate" shall mean 5,000 gallons per minute and is the maximum rate at which Customer may withdraw water from the LNVA System as measured at the Point of Delivery.
- 8) "Annual Quantity" shall mean 709,000,000 gallons of Water per year as stated in Exhibit 5, unless modified pursuant to Section 7.
- 9) "Minimum Monthly Payment" shall be based on the monthly gallons stated in Exhibit 5 times the Rate.
- 10) "Maximum Monthly Amount" shall mean 1.05 times 1/12 of the monthly Quantity stated in Exhibit 5.
- 11) "LNVA System" shall mean the facilities owned and operated by LNVA used to provide Water to LNVA's customers including but not limited to water right, reservoirs, pumps, canals, flumes, and meters.
- 12) "Fiscal Year" shall mean a one year period beginning on January 1 and ending on December 31 of the same calendar year.
- 13) "Commission" shall mean the Texas Commission on Environmental Quality and its predecessor and successor agencies.

SECTION 2. TERM.

This Agreement shall remain in force and effect from the Effective Date and thereafter for 5 years from the Effective Date unless this Agreement is terminated sooner because LNVA and Customer agree to terminate this Agreement or this Agreement is terminated pursuant to its terms. Customer may extend the Agreement for three successive two (2) year periods, upon the same terms and conditions as herein set out by a letter of agreement executed prior to the expiration of the term of the Agreement or any renewal term

by the persons then authorized to enter into contracts on behalf of LNVA and Customer.

SECTION 3. EQUITY.

Customer acknowledges that it will accrue no equity or any other interest in the LNVA System or any other assets of LNVA as a result of payment or other performance of Customer under this Agreement.

SECTION 4. VOLUME.

Subject to the limitations and conditions described in this Agreement and Certificate(s) of Adjudication No. 06-441, as amended, LNVA agrees to sell Customer Water from the LNVA System at the Point of Delivery in an amount not to exceed the Annual Quantity. Customer shall not take more than the Annual Quantity without the prior written consent of LNVA.

SECTION 5. RATES AND COMPENSATION.

Customer agrees to pay LNVA at the times and in the manner hereinafter prescribed the following: Beginning with the Effective Date, Customer shall pay, on a monthly basis, an amount equal to the greater of the Minimum Monthly Payment or the LNVA Rate times the amount of Water actually taken during a month.

SECTION 6. BILLING AND PAYMENT.

A. As used in this Agreement, the term "month" shall mean a period beginning at 8:00 a.m. on the first day of each succeeding calendar month and ending at 8:00 a.m. of the first day of the following month.

B. LNVA shall render to Customer at Customer's offices at the address shown in the Signature Block of this agreement, (or such other place as designated by Customer), on or before the 10th day of each calendar month, a statement for the amount due under Section 5 for Water taken during the preceding month. Payment of such statement shall be due and payable at the LNVA's office at 7850 Eastex Freeway, Beaumont, TX 77708 (or such other place as designated by LNVA) on or before the 10th day after receipt of such statement.

SECTION 7. TAKING EXCESS WATER.

In the event Customer diverts more than Maximum Monthly Amount stated in Exhibit 5 during a

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month, Customer shall pay LNVA for the Water of the Maximum Monthly Amount at the Uncontracted Water Rate.

SECTION 8. RATE ADJUSTMENT

At least once per year, the LNVA Board of Directors will review the LNVA Rate and the Uncontracted Water Rate. It is expressly understood and agreed that, LNVA shall have the right at any time during the term of this Agreement to change the above set forth standard scheduled rates charged its customers for water, and in the event, such rates are lowered, Customer shall have the advantage of same immediately when they become effective, and if said rates are made higher or different, the Customer hereby agrees to pay for water under such higher or different rates, if taken.

SECTION 9. MEASURING EQUIPMENT.

LNVA will provide at Customer's sole cost for any metering and diversion equipment needed under this Agreement to measure and provide Water to Customer. LNVA has heretofore furnished and installed at the Point of Delivery of Water for Customer's operations, the meter or meters and other equipment so installed, and denominated herein as the Customer's meters, shall be and remain the property of LNVA and be operated and maintained by LNVA, and the same shall be used in determining the quantity of water delivered to Customer under this Agreement and the following provisions in reference thereto shall apply:

LNVA shall arrange for the reading, calibrating and adjustment of the metering equipment. For the purpose of this contract the original record of readings of the meter or meters shall be the journal or other record book of LNVA in its office into which the records of the employees or agents of LNVA who takes meter readings is or may be transcribed and LNVA will, upon request, give Customer a copy of such journal or record book or permit Customer to have access to same at the office of LNVA during business hours.

Not more than once each calendar year, on a date as near the last day of the month as practicable, LNVA must calibrate its meters if requested by Customer to do so, in the presence of representatives of Customer, and the parties shall jointly observe any adjustments which are made to the meters, should such adjustments be necessary, and if the check meters hereinafter provided for have been installed, the same shall also be calibrated by LNVA in the presence of representatives of Customer and the parties shall jointly observe any adjustments, should such adjustments be necessary. If Customer shall request LNVA to calibrate its meters and LNVA shall have given Customer notice of the time when any such calibration is

to be made a sufficient length of time in advance to enable Customer to have its representatives present, and if representatives are not present at the time set, LNVA may proceed with said calibration and adjustments in the absence of Customer's representatives.

If either party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meter is or are installed, it will promptly notify the other party and the parties will then cooperate to secure an immediate calibration test and joint observation of any adjustment and the meter or meters shall then be adjusted to accuracy. Each party shall give to the other party forty-eight (48) hours notice of the time of all tests of meters so that the other party may conveniently have its representatives present.

If, upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registrations thereof shall be corrected for a period extending back to the time such inaccuracy occurred, if such time is ascertainable, and if not ascertainable, then back one-half (½) of the time elapsed since the last date of calibration. If, for any reason, any meters are out of service and/or out of repair so that the amount of water delivered cannot be ascertained or computed from the readings thereof, the water delivered through the period such meters are out of service and/or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available, using the first of the following methods which is feasible:

- A. By using the registration of any check meter or meters if installed and accurately registering;
- B. By correcting the error if the percentage of error is ascertainable by calibration test of mathematical calculation; or
- C. By estimating the quantity of delivery by deliveries during preceding periods under similar conditions when the meter or meters was or were registering accurately.

Customer may, at its option and expense, install and operate check meters to check each LNVA meter but measurement of water for the purpose of this agreement shall be by the LNVA's meters only, except in case hereinabove specifically provided to the contrary. Check meters shall be of the orifice or venturi type and of standard make, and shall be subject at all reasonable times to inspection and examination of LNVA, but the reading, calibration and adjustment shall be done only by Customer.

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SECTION 10. DISPUTE REGARDING PAYMENT.

If Customer at any time disputes the amount to be paid by it to LNVA, Customer shall nevertheless promptly make the disputed payment or payments; but, if it is subsequently determined by agreement or court decision that the disputed amount paid by Customer should have been less or more, LNVA shall promptly revise and reallocate Customer' payments in a manner that Customer or LNVA will recover the amount due.

If a court, the Commission, or any federal or state regulatory authority finds that LNVA's rates or policies for delivering Water to Customer under this Agreement are unreasonable or otherwise unenforceable, LNVA has the option to terminate this Agreement without liability to Customer. By signing this Agreement, Customer stipulates and agrees that LNVA and its other customers will be prejudiced if Customer avoids the obligation to pay the rates for Water specified in this Agreement while accepting the benefits of obtaining Water from the LNVA. Nothing in this Agreement shall be construed as constituting an undertaking by LNVA to furnish Water to Customer except pursuant to the terms of this Agreement. If Customer initiates or participates in any proceeding regarding LNVA's rates and policies under this Agreement and advocates a position that is adverse to LNVA and LNVA prevails, Customer shall pay LNVA for its expenses, including attorneys' fees, in the proceeding within fifteen (15) days after LNVA's demand for payment. Customer stipulates and agrees that the rates and policies specified in this Agreement are just, reasonable, and without discrimination.

SECTION 11. POINT(S) OF DELIVERY.

A narrative description of the location of the Point(s) of Delivery and a vicinity map that shows the location of the Point(s) of Delivery are attached as Exhibit 1 to this Agreement. Customer shall provide, at Customer' expense, the facilities required to divert and transport Water to Customer' place of treatment and/or use.

SECTION 12. RESPONSIBILITY FOR WATER.

Once the Water supplied hereunder to Customer passes through the Point(s) of Delivery, Customer hereby agrees to save and hold LNVA harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the quality, transportation and delivery of said Water. Further, in consideration for receiving the water, Customer **releases, waives, discharges and covenants not to sue** the LNVA, The State of Texas, their officers, agents, servants, or employees (hereinafter referred to as **Releasees**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Customer or its employees, or any of the property belonging to Customer, **whether caused by any sole or comparative**

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negligence of the Releasees, or otherwise, for supplying and/or not supplying the Water or for any other cause.

SECTION 13. PURPOSE AND PLACE OF USE.

Customer shall use the Water purchased from LNVA under this Agreement for municipal purposes only and only within Customer's service area, the location of which are shown by map attached as Exhibit 3 to this Agreement. Customer is hereby prohibited from selling raw water.

SECTION 14. COMMISSION RULES.

The effectiveness of this Agreement is dependent upon LNVA and Customer complying with the rules of the Commission, specifically including the rules codified as Texas Administrative Code, Title 30, §§ 295.101 and 297.101-.108 as of the effective date of this Agreement. Customer shall submit to LNVA written reports each month indicating the total amount of water diverted under this Agreement each week and each month.

SECTION 15. REGULATORY REQUIREMENTS.

This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. However, nothing contained in this Agreement shall be construed as a waiver of any right to question or contest any law, ordinance, order, rule, or regulation in any forum having jurisdiction, and LNVA and Customer each agree to make a good faith effort to support proposed laws and regulations which would be consistent with the performance of this Agreement in accordance with its terms.

SECTION 16. WATER CONSERVATION PLANS.

Customer shall cooperate with and assist LNVA in its efforts to develop and implement plans, programs, and rules to develop water resources and to promote practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water, or increase the recycling and reuse of water. LNVA's obligations under this Agreement shall be subject to Customer preparing and implementing a water conservation plan or water conservation measures, as well as implementing any water conservation plans and drought contingency plans adopted by LNVA and required or approved by the Commission, the Texas Water Development Board, or any other federal, state, or local regulatory authority with power to require or approve water conservation and drought contingency plans. Upon execution of this Agreement, Customer shall submit water conservation plan or

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water conservation measures to LNVA for its review and approval.

If Customer is granted the right to and does resell LNVA's Water, Customer shall require through a contract condition that any successive user of LNVA's water must implement water conservation measures that comply with the State's, the LNVA's, and Customer' water conservation plans, programs, and rules.

SECTION 17. SOURCE AND ADEQUACY OF SUPPLY.

Water supplied by LNVA to Customer under this Agreement shall be from the LNVA System and from no other source, unless LNVA, at its sole discretion, decides to supply water from another source available to LNVA. LNVA and Customer hereby agree that Customer shall have no right or entitlement to any portion of LNVA's water in the LNVA System after the expiration of the term of this Agreement. LNVA will use its best efforts to remain in a position to furnish raw water sufficient for the reasonable demands of Customer. LNVA's agreement to provide water to Customer shall not be deemed a guarantee on LNVA's part that any particular quantity of water will be available, and the quantity of water taken shall at all times be subject to the right of LNVA to reduce said quantity of water as the LNVA, in its sole judgment, may deem necessary in order to meet the LNVA's commitments under its existing contracts, comply with any order of any court or administrative body having appropriate jurisdiction, reduce flooding, or prevent injury.

LNVA has adopted a Water Conservation and Drought Contingency Plan. If Customer fails to implement LNVA's and its own Drought Contingency Plan when trigger conditions occur, LNVA's General Manager is authorized to institute rationing pursuant to any applicable wholesale water contracts, including this Agreement, as well as to enforce any contractual, statutory, or common law remedies available to LNVA necessary to protect the public welfare. LNVA's Water made available to Customer when Customer is not in compliance with LNVA's Water Conservation and Drought Contingency Plan will be reduced to the amount of water that the LNVA's General Manager estimates would be necessary to satisfy Customer' demand if Customer was operating in compliance with both LNVA's and Customer' Drought Contingency Plans.

LNVA's rights to maintain and operate the reservoirs owned or used by LNVA and its water transportation facilities and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LNVA may see fit is recognized by Customer, and, except as otherwise provided herein, there shall be no obligation hereunder upon LNVA to release or not to release any impounded waters at any time or to maintain any waters at any specified level. Further, if the

permitted yield of the LNVA System is reduced by Commission, LNVA reserves the right to decrease the Annual Quantity by a like percentage.

SECTION 18. RAW WATER QUALITY.

THE WATER WHICH THE LNVA OFFERS TO SELL TO Customer IS NON-POTABLE, RAW, AND UNTREATED. Customer HAS SATISFIED ITSELF THAT SUCH WATER IS SUITABLE FOR ITS NEEDS. THE LNVA EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE QUALITY OF THE RAW WATER OR SUITABILITY OF THE RAW WATER FOR ITS INTENDED PURPOSE. THE LNVA EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS. Customer AGREES THAT ANY VARIATION IN THE QUALITY OR CHARACTERISTICS OF THE RAW WATER OFFERED FOR SALE AS PROVIDED BY THIS AGREEMENT SHALL NOT ENTITLE CUSTOMER TO AVOID OR LIMIT ITS OBLIGATION TO MAKE PAYMENTS PROVIDED FOR BY THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT. Customer ASSUMES FULL RESPONSIBILITY WITH RESPECT TO THE TREATMENT OF THE WATER PRIOR TO ITS DISTRIBUTION FOR HUMAN CONSUMPTION OR ANY OTHER USES.

SECTION 19. RETURN FLOWS.

Customer acknowledges that some of the water supplied to it by LNVA may be returned to watercourses in the Neches River Basin, adjacent coastal basins, or associated bay and estuary systems as return flows. LNVA and Customer believe that the most economical means for meeting some of the future demands of the LNVA's customers may involve the use of return flows to extend or enhance the yield of LNVA's water supplies. Customer agrees that it will provide LNVA with a monthly report on the return flows resulting from Customer's use of Water under this Agreement and that LNVA has the right, subsequent to Customer' use of water purchased from LNVA, to make whatever reuse of the water LNVA deems desirable. Customer will receive no compensation, credit, or off-set for making return flows available to LNVA.

SECTION 20. OTHER CHARGES.

In the event that any sales or use taxes, or taxes, assessments, or charges of any similar nature are imposed on diverting, storing, delivering, gathering, impounding, taking, selling, using, or consuming the Water received by Customer from the LNVA System, the amount of the tax, assessment, or charge shall be borne by Customer, in addition to all other charges, and whenever LNVA shall be required to pay, collect,

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or remit any tax, assessment, or charge on water received by Customer, then Customer shall promptly pay or reimburse LNVA for the tax, assessment, or charge in the manner directed by LNVA.

SECTION 21. DEFAULT IN PAYMENTS.

All amounts due and owing to LNVA by Customer shall, if not paid when due, bear interest at the Texas post-judgment interest rate set out in TEX. FIN. CODE ANN. § 304.003 (Vernon Supp. 1998), or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or exceed the maximum rate permitted by law. If any amount due and owing by Customer to LNVA is placed with an attorney for collection, Customer shall pay to LNVA, in addition to all other payments provided for by this Agreement, including interest, LNVA's collection expenses, including court costs and attorneys' fees. LNVA shall, to the extent permitted by law, suspend delivery of Water from the LNVA System to Customer if Customer remains delinquent in any payments due hereunder for a period of sixty (60) days and shall not resume delivery of Water while Customer is so delinquent and may, at its option, terminate this Agreement without further liability to Customer. LNVA shall pursue all legal remedies against Customer to enforce and protect the rights of LNVA, LNVA's customers, and the holders of LNVA's bonds. It is understood that the foregoing provisions are for the benefit of the holders of the LNVA's bonds.

SECTION 22. TERMINATION.

If LNVA decides to terminate this Agreement, as provided by this Agreement, LNVA shall deliver written notice of the decision to Customer. Customer shall discontinue taking water from LNVA under this Agreement within one hundred eighty (180) days after LNVA delivers written notice to Customer.

SECTION 23. WAIVER AND AMENDMENT.

Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by LNVA or Customer shall not be deemed a waiver by Customer or LNVA of the right in the future to demand strict compliance and performance of any provision of this Agreement. Regardless of any provision contained in this Agreement to the contrary, any right or remedy or any default under this Agreement, except the right of LNVA to receive the Annual Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of the default.

No officer or agent of LNVA or Customer is authorized to waive or modify any provision of this Agreement. No modifications to or rescission of this Agreement may be made except by a written

document signed by LNVA's and Customer' authorized representatives.

SECTION 24. REMEDIES.

It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing, however, that failure in the performance of any party's obligations hereunder could not be adequately compensated in money damages alone, each party agrees in the event of any default on its part that each party shall have available to it the equitable remedy of mandamus and specific performance, in addition to any other legal or equitable remedies (other than termination) which also may be available to LNVA. Nothing in the agreement should be construed as a waiver or relinquishment of LNVA's statutory of governmental immunities.

SECTION 25. FORCE MAJEURE.

If, for any reason of force majeure, either LNVA or Customer shall be rendered unable, wholly or in part, to carry out its obligation under this Agreement, other than the obligation of Customer to make the payments required under the terms of this Agreement, then if the party shall give notice of the reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving the notice, so far as it is affected by the "force majeure," shall be suspended during the continuance of the inability then claimed, but for no longer period. The term "force majeure," as used in this Agreement, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders or actions of any kind of government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, land slides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply, including pollution (accidental or intentional), and any inability on the part of LNVA to deliver water, or of Customer to receive water, on account of any other cause not reasonably within the control of the party claiming the inability.

SECTION 26. NON-ASSIGNABILITY.

Customer understands and agrees that any assignment of rights or delegation of duties under this

Lower Neches Valley Authority
Raw Water Contract
City of Groves

Agreement is void without the prior written consent of LNVA.

SECTION 27. NO THIRD-PARTY BENEFICIARIES.

This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its customer contracts or commitments, and LNVA shall not be construed to be responsible for Customer' contracts or commitments by virtue of this Agreement or any provision contained herein.

SECTION 28. RELATIONSHIP OF THE PARTIES.

This Agreement is by and between LNVA and Customer and is not intended, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association as between LNVA and Customer nor between LNVA and any officer, employee, contractor, or representative of LNVA. No joint employment is intended or created by this Agreement for any purpose. Customer agrees to so inform its employees, agents, contractors, and subcontractors who are involved in the implementation of or construction under this Agreement.

SECTION 29. SOLE AGREEMENT.

This Agreement constitutes the sole and only agreement of Customer and LNVA and supersedes any prior understanding or oral or written agreements between LNVA and Customer respecting the subject matter of this Agreement, including any oral or written agreement with LNVA that Customer obtained by assignment.

SECTION 30. SEVERABILITY.

The provisions of this Agreement are severable, and if, for any reason, any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

SECTION 31. NOTICES.

All notices, payments, and communications (collectively "notices") required or allowed by this Agreement shall be in writing and be given by hand-delivery or by depositing the notice in the United States mail, postage prepaid, registered or certified, with return receipt requested, and addressed to the party to be notified. Notice deposited in the mail in the previously described manner shall be conclusively deemed to be effective from and after the expiration of three (3) days after the notice is deposited in the mail. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the parties shall be shown above the signatures of the individuals who signed this Agreement on behalf of LNVA and Customer. Either party may change its address by giving written notice of the change to the other party at least fifteen (15) days before the change becomes effective.

SECTION 32. PLACE OF PERFORMANCE.

All acts performable under the terms of this Agreement and all amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Jefferson County, Texas, said Jefferson County, Texas, being the place of performance agreed to by the parties to this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Jefferson County, Texas.

SECTION 33. DUPLICATE ORIGINALS.

Customer and LNVA, acting under the authority of their respective governing bodies, shall authorize the execution of this Agreement in several counterparts, each of which shall be an original. Customer shall submit written evidence in the form of bylaws, charters, resolutions, or other written documentation specifying the authority of Customer's representative to sign this Agreement, which evidence shall be attached to this Agreement as Exhibit 4.

SECTION 34. PLEDGE OF REVENUE.

Customer represents and covenants that all payments to be made by it under this Agreement shall constitute reasonable and necessary operating expenses of its system as defined in Tex. Gov't. Code Ann. §§ 1502.056-.058 (Vernon 2001), and that all such payments will be made from the revenues of its water system. Customer represents and has determined that the water supply to be obtained from the LNVA

Lower Neches Valley Authority
Raw Water Contract
City of Groves

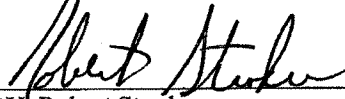
System is absolutely necessary and essential to the present and future operation of its facility and is the only available and adequate source of supply of water therefore, and, accordingly, all payments required by this Agreement to be made by Customer shall constitute reasonable and necessary operating expenses of Customer's plant and system or systems as described above with the effect that the obligation to make such payments from revenues of such system or systems shall have priority over any obligation to make any payments from such revenues, whether of principal, interest, or both, with respect to all bonds heretofore or hereafter issued by Customer.

Customer agrees throughout the term of this Agreement to continuously operate and maintain its water system and to fix and collect such rates and charges for water services to be supplied by its water system as will produce revenues in an amount equal to at least (i) all of its payments under this Agreement and (ii) all other amounts as required by the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding.

Unless otherwise specifically provided in writing by subsequent agreement between LNVA and Customer, LNVA shall never have the right to demand payment by Customer of any obligation assumed or imposed on it under this Agreement from funds raised or to be raised by taxation, it being expressly understood by LNVA and Customer that all payments due by Customer are to be made from the revenues and income received by Customer from the ownership and operation of its plant or facility.

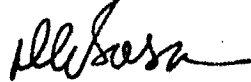
EFFECTIVE as of the date signed by the authorized representative of LNVA.

Lower Neches Valley Authority
7850 Eastex Freeway
Beaumont, TX 77708
Attn.: General Manager



BY: Robert Stroder
TITLE: General Manager
DATE: October 22, 2008

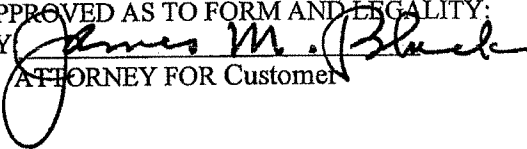
City of Groves
5020 Wilson
Groves, TX 77619
Attn: City Manager



BY: D. E. Sosa
TITLE: City Manager
DATE: October 22, 2008

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

BY: 
ATTORNEY FOR Customer

Lower Neches Valley Authority
Raw Water Contract
City of Groves

Exhibit 1 Location of Point(s) of Delivery

29.58°00.15N/93.54°58.64W



Lower Neches Valley Authority
Raw Water Contract
City of Groves

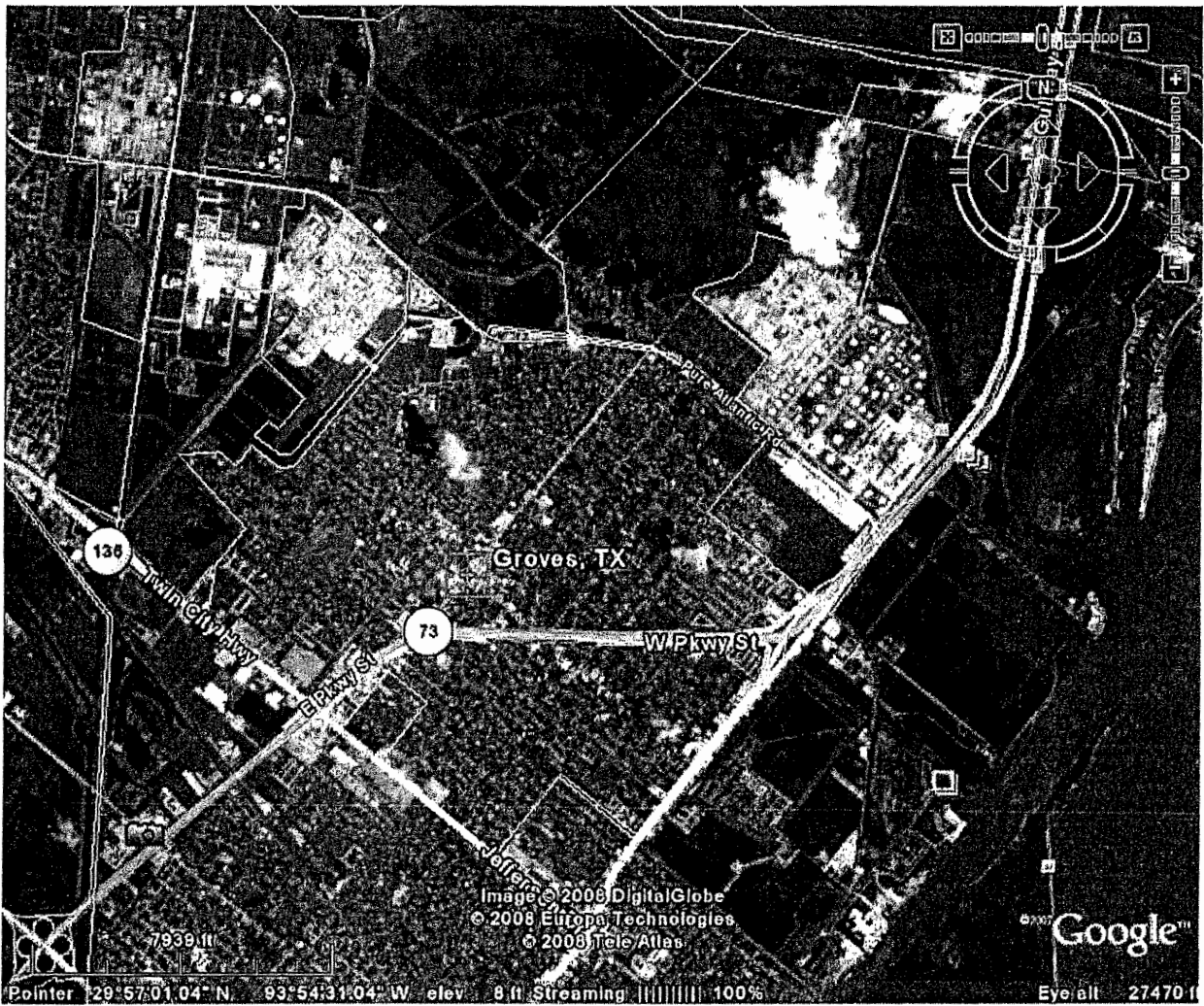
Revised 2008

Page 18 of 22

Exhibit 2 Water Rates for the Year and Volume for the Year

Water Rate 2008\$0.16 per 1000 gallons
Excess Water Rate for 2008.....\$0.25 per 1000 gallons

Exhibit 3 Location Map of Service Area



Lower Neches Valley Authority
Raw Water Contract
City of Groves



Exhibit 4 Authorization to Execute on Behalf of the Customer

Lower Neches Valley Authority
Raw Water Contract
City of Groves

Revised 2008

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Exhibit 5 Monthly Allocation of Annual Quantity

Fiscal Year 2009 Month	Gallons of Water
October 2008	58,000,000
November 2008	55,000,000
December 2008	55,000,000
January 2009	62,000,000
February 2009	60,000,000
March 2009	63,000,000
April 2009	63,000,000
May 2009	64,000,000
June 2009	60,000,000
July 2009	58,000,000
August 2009	61,000,000
September 2009	50,000,000
Total 2009 Annual Contract Quantity	709,000,000

Lower Neches Valley Authority
Raw Water Contract
City of Groves

City of Groves
Agenda Item Information Form

Council Meeting Date: 1-29-2024 Department: City Attorney Agenda Item No. 3

Title for Item (same as to be placed on Agenda): Deliberate and act on Ordinance 2024-02, repealing Chapter 16, Article IV, Section 16-71, which establishes a curfew for minors in the City of Groves.

Party(ies) requesting placement of this item on the agenda: City Attorney Brandon P. Monk

Submitted to City Manager's Office on: Date: 1-23-2024 Time: 11:22 a.m. By: _____

Explanation of Item: The 88th session of the Texas Legislature passed HB 1819, which bans local Government from enforcing curfews for minors. The proposed ordinance brings the City into compliance with State Law.

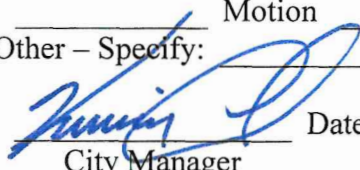
Deadline for Approval: Immediately

Staff Recommendation: Approval of Ordinance, as presented.

Alternative (if any) for consideration: None
NONE

Identify any attachments to this document: Ordinance No. 2024-02

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number 2024-02 Resolution – Number _____ Other – Specify: _____

Signed: _____ Date: _____ Approved:  Date: 01/23/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

CITY OF GROVES

ORDINANCE NO. 2024-02

AN ORDINANCE REPEALING CHAPTER 16, ARTICLE IV, SECTION 16-71 OF THE CODE OF ORDINANCES, CITY OF GROVES, TEXAS, WHICH ESTABLISHES A CURFEW FOR MINORS IN THE CITY OF GROVES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas Legislature has prohibited political subdivisions from adopting or enforcing any measure that impose a curfew to regulate the movements or actions of persons younger than 18 years of age except for purposes of emergency management; and,

WHEREAS, the City Council of Groves finds that it is in the best interest of the citizens of the City of Groves to repeal Chapter 16, Article IV, Section 16-71 of the City Code of Ordinances in its entirety.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVES:

SECTION I: That Chapter 16, Article IV, Section 16-71 of the Code of Ordinances of the City of GROVES is hereby repealed.

SECTION II: EFFECTIVE DATE AND PUBLICATION:

This Ordinance shall become effective after its approval, adoption, and publication pursuant to law.

PASSED, APPROVED AND ADOPTED by the City Council of Groves, Texas, at a regular meeting this, the _____ day of _____, A.D., 20_____.

Chris Borne, Mayor

ATTEST:

Clarissa Thibodeaux, City Clerk

The foregoing ordinance, including all the provisions thereof, is hereby approved as to form and legality.

Brandon P. Monk, City Attorney

City of Groves
Agenda Item Information Form

Council Meeting Date: Jan 29th, 2024 Department: Police Agenda Item No. 4

Title for Item (same as to be placed on Agenda): Deliberate and act on a Resolution authorizing the Submission of a FY 2025 Body-Worn Camera Program Grant Application and designating the Interim City Marshal as the authorized official.

Party(ies) requesting placement of this item on the agenda: Interim City Marshal

Submitted to City Manager's Office on: Date: 1/23/2024 Time: 11:00 AM By: Marshal

Explanation of Item: A resolution from City Council is a required component of the grant application process. Please see the accompanying memo for additional information.

Deadline for Approval: Immediately

Staff Recommendation: Approval of Resolution, as presented.

Alternative (if any) for consideration: None

Identify any attachments to this document: Grant informational handout, memo, resolution, application

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance – Number _____ Resolution – Number 2024-01 Other – Specify: _____

Signed: [Signature] Date: 1/23/2024 Approved: [Signature] Date: 01/24/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item (if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____



NORMAN REYNOLDS
City Marshal

GROVES POLICE DEPARTMENT
4201 Main Ave.
Groves, TX 77619
(409) 962-0244
FAX (409) 960-5749

KIRK RICE
Chief Deputy

MEMORANDUM

GROVES POLICE DEPARTMENT

TO: Groves City Hall, Groves City Mayor Borne, Groves City Council
FROM: Interim Marshal Chris Robin
DATE: Tuesday, January 23rd, 2024

REMARKS

In regards to a Body Worn Camera grant program opportunity, I request resolution 2024-01 be brought before council at the next regularly scheduled Groves City Council meeting, that being the meeting set for Monday, January 29th, 2024. I ask for the resolution to be discussed and approved prior to the grant application deadline of February 8th, 2024.

As you are likely aware, body worn cameras have become a required part of law enforcement. This is true for transparency and efficiency standpoints, but these cameras also provide an incredible evidentiary benefit as well. In-fact, in some cases, District Attorney Offices are requiring body worn camera footage in the prosecution of certain criminal cases. Due to these circumstances it is imperative we stay up to date with rapidly evolving technological advancements.

However, based on these rapid advancements, the current body worn cameras in use at the Groves Police Department, a program which began back in 2017, have become obsolete. WatchGuard, now owned by Motorola, will no longer service our cameras and replacement cameras can only be obtained third-party as refurbished products, with no measures for product warranties. We hope to begin a replacement program in the fiscal year of 2024-2025 in response to this problem.

With these points stated, we have taken the necessary steps to research and obtain product information and costs from several companies, who specialize in police camera technologies. Based on the information obtained, we have put together a general budget for 21 body worn cameras, their accessories and necessary installations, networking accessories and installation, vehicle attachments,



NORMAN REYNOLDS
City Marshal

GROVES POLICE DEPARTMENT
4201 Main Ave.
Groves, TX 77619
(409) 962-0244
FAX (409) 960-5749

KIRK RICE
Chief Deputy

and all other necessary resources. This budget has been attached and is included in the grant application. It should be noted; the City of Groves will have a 25% match obligation to whatever funds are granted. The grant application will be submitted to the Office of the Governor of Texas, Public Safety Office, to be considered in the FY2025 Body Worn Camera Grant Program.

A handwritten signature in black ink, appearing to read "Chris Robin".

Chris Robin
Interim Marshal
Groves Police Department
(409) 960-5742
crobin@cigrovestx.com

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR A FY2025 BODY-WORN CAMERA GRANT PROGRAM FOR THE CITY OF GROVES POLICE DEPARTMENT

WHEREAS, the City Council of the City of Groves finds it is in the best interest of the citizens of Groves, Texas, that a FY2025 Criminal Justice Grant Program application be submitted requesting funds for a body-worn camera project for the City of Groves Police Department; and

WHEREAS, the City Council of the City of Groves agrees to provide necessary matching funds for the said project as required by the Office of the Governor, Criminal Justice Division grant application; and

WHEREAS, the City Council of the City of Groves agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS that the City Council of the City of Groves:

1. Approves submission of the grant application for the FY2025 Body-Worn Camera Grant Program requesting funds for a project to replace body-worn cameras for the City of Groves Police Department, to the Office of the Governor, Criminal Justice Division.
2. Designates the Interim City Marshal/City Marshal 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 City of Groves Police Department.

PASSED APPROVED and ADOPTED at a regular meeting of the City Council of the Groves held on the ____ of _____, 2024

GRANT NO: 4992501

Chris Borne, Mayor

ATTEST:

Clarissa Thibodeaux, City Clerk

APPROVED AS TO FORM:

Brandon P. Monk, City Attorney

Name:

Body-Worn Camera Grant Program, FY2025

Available
12/11/2023

Due Date
02/08/2024

Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Available Funding:

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 35 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available \$10M for FY2025.

Eligible Organizations:

Applications may be submitted by the Texas Department of Public Safety, municipalities, and counties that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

Key Dates:

Action	Date
Funding Anouncement Release	12/11/2023
Online System Opening Date	12/11/2023

Final Date to Submit and Certify an Application	02/08/2024 at 5:00PM CST
Earliest Project Start Date	09/01/2024

Project Period:

Projects must begin on or after 09/01/2024 and may not exceed a 12 month project period.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: 25%

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. Subscriptions and/or leasing services that fall within the 12-month performance period are eligible.

Program-Specific Requirements

Eligible officers. Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who:

1. Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or
2. Primary responders who respond directly to calls for assistance from the public.

Policy. Pursuant to Sec. 1701.655, Occupations Code, a law enforcement agency that receives a grant to provide body worn cameras to its peace officers or that otherwise operates a body worn camera program shall adopt a policy for the use of body worn cameras. The policy must ensure that a body worn camera is activated only for a law enforcement purpose and must include:

1. Guidelines for when a peace officer should activate a camera or discontinue a recording currently in progress, considering the need for privacy in certain situations and at certain locations.
2. Provisions relating to data retention, including a provision requiring the retention of video for a minimum period of 90 days.

3. Provisions relating to storage of video and audio, creation of backup copies of the video and audio, and maintenance of data security.
4. Guidelines for public access, through open records requests, to recordings that are public information.
5. Provisions entitling an officer to access any recording of an incident involving the officer before the officer is required to make a statement about the incident.
6. Procedures for supervisory or internal review.
7. The handling and documenting of equipment and malfunctions of equipment.
8. Consistent with the Federal Rules of Evidence and Texas Rules of Evidence.

The policy may not require a peace officer to keep a body worn camera activated for the entire period of the officer's shift.

Training. Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to:

1. Peace officers who will wear the body worn cameras.
2. Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

Reporting. Pursuant to Sec. 1701.653, Occupations Code, a law enforcement agency shall annually report to the Texas Commission on Law Enforcement (TCOLE) regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as

the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly,

eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2025 or the end of the grant period, whichever is later.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Any costs ancillary to the purchase of body-worn cameras, video storage, and retrieval systems or cloud-based services such as policy development, training costs, and staff;
2. Any in-car cameras and/or service agreements for in-car camera software; and
3. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: The Office of the Governor will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, the Office of the Governor will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The Office of the Governor will make all final funding decisions based on eligibility, reasonableness, availability of funding, geographic distribution, cost effectiveness, or other relevant factors.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds

\$10 Million

ELIGIBILITY

Agency Name: The City of Groves

Grant/App: 5036201 **Start Date:** 9/1/2024 **End Date:** 8/31/2025

Project Title: Obsolete Body Worn Camera Replacement Project

Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:

746012593

Application Eligibility Certify:

Created on: 1/19/2024 2:48:35 PM By: Christopher Robin

PROFILE

Profile Information

Applicant Agency Name: The City of Groves

Project Title: Obsolete Body Worn Camera Replacement Project

Division or Unit to Administer the Project: Groves Police Department

Address Line 1: 4201 Main Avenue

Address Line 2:

City/State/Zip: Groves Texas 77619-4728

Start Date: 9/1/2024

End Date: 8/31/2025

Regional Council of Governments(COG) within the Project's Impact Area: South East

Texas Regional Planning Commission

Headquarter County: Jefferson

Counties within Project's Impact Area: Jefferson

Grant Officials:

Authorized Official

Name: Christopher Robin

Email: crobin@cigrovestx.com

Address 1: 4201 Main Avenue

Address 1:

City: Groves, Texas 77619

Phone: 409-960-5742 Other Phone: 409-626-1292

Fax: 409-960-5747

Title: Mr.

Salutation: Chief

Position: Interim City Marshal

Financial Official

Name: Lamar Ozley

Email: lozley@cigrovestx.com
Address 1: P.O. Box 846
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5774 Other Phone: 409-659-3734
Fax: 409-963-3388
Title: Mr.
Salutation: Mr.
Position: Director of Finance

Project Director

Name: Robert Phillips
Email: Tphillips@cigrovestx.com
Address 1: 4201 Main Ave
Address 1:
City: Groves, Texas 77619
Phone: 409-248-4063 Other Phone: 409-962-0244
Fax: 409-960-5749
Title: Mr.
Salutation: Lieutenant
Position: Lieutenant

Grant Writer

Name: Christopher Robin
Email: crobin@cigrovestx.com
Address 1: 4201 Main Avenue
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5742 Other Phone: 409-626-1292
Fax: 409-960-5747
Title: Mr.
Salutation: Chief
Position: Interim City Marshal

NARRATIVE

Narrative Information

Introduction

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

Program-Specific Questions

Organization Information

The number of licensed officers directly employed by the applicant agency:

23

The number of licensed, front-line officers who are engaged in traffic or highway patrol or otherwise regularly detain or stop motor vehicles, or are primary responders who respond directly to calls for assistance from the public:

21

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Eligible Officers

Applicant assures that grant funds will be used only to equip peace officers of a municipal police department or sheriff's office, who are engaged in traffic or highway patrol otherwise regularly detain or stop motor vehicles; or are primary responders who respond directly to calls for assistance from the public.

Reporting Requirements

Applicant assures that it will annually file reports with the Texas Commission on Law Enforcement (TCOLE), in a manner prescribed by TCOLE, regarding the costs of implementing a body worn camera program, including all known equipment costs and costs for data storage.

Body-Worn Camera Policy

Applicant assures that it will adopt a policy for the use of body-worn cameras which, at a minimum, includes all provisions described in Sec. 1701.655 of the Texas Occupations Code.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting

complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal

statutes and regulations to be eligible for this program.

__ I certify to all of the application content and requirements.

Project Abstract :

The proposed project aims to upgrade and replace current body-worn cameras, which are nearing obsolescence. These body-worn cameras, assigned to front-line officers and first-line supervisors who regularly practice traffic enforcement and respond directly to public calls for service, are a required resource in modern day policing and are vital to the effectiveness in day to day patrol operations.

Problem Statement :

The City of Groves faces the significant challenge of maintaining and servicing body-worn cameras which are nearing obsolescence and are no longer in active support from the manufacturing company which sold and serviced them. This result negatively affects the ability of the department to accurately record and document police interactions during traffic enforcement and all public calls for service.

Supporting Data :

The body-worn cameras nearing obsolescence regularly struggle in communicating with the software and servers necessary to offload recorded data, data which is required to effectively maintain proper history of police contacts, both during traffic enforcement and response to public calls for service. Most of these body-worn cameras were originally obtained and activated in 2017 and of those that have been replaced or updated, none are less than approximately three years old.

Project Approach & Activities:

This project will provide the funding necessary to order numerous body-worn cameras up front. Updated training will be provided, educating patrol officers on proper use and care of this equipment. Then, these new body-worn cameras will immediately be circulated into service, phasing out the oldest body-worn cameras first, then replacing down the line until each body-worn camera approaching obsolescence is replaced.

Capacity & Capabilities:

This organization has been successful in utilizing and maintaining camera systems for more than 20 years and has efficiently and effectively organized, maintained and executed appropriate camera usage, policy and procedures, maintenance and accountability throughout this time period. The City of Groves has numerous staff and personnel with the training and capabilities necessary to appropriately document, disseminate, review and recalibrate the assignment of these devices and are experienced in working with numerous providers and manufacturers in diagnosing, assessing and determining problems with electronic equipment. This organization also has an extended history of working with other agencies in sharing and collecting data, including estimated costs, quality, quantity necessary to facilitate appropriate and satisfactory use of body-worn cameras.

Performance Management :

The City of Groves will measure success for this project by regularly assessing the effectiveness of both the old and new equipment, effectiveness of patrol officers usage of said equipment, and regular inspections of the equipment to ensure it's proper maintenance and use. This organization will also enforce all required and/or necessary policy and procedures necessary to enforce compliance with the grant and organizational requirements.

Target Group :

The City of Groves, the Groves Police Department, the citizens of Groves, all surrounding agencies who may need assistance from patrol officers who engage in any traffic enforcement or regular calls for service regarding the safety of the public.

ACTIVITES

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Body-Worn Camera Program Implementation	100.00	The allocated funds from this grant will be specifically used for the procurement of up to 21 body-worn cameras. This initiative is a critical step in our strategy to maintain and continue proper recording and documenting of traffic patrol and patrol. The detailed activities include: Procurement of body-worn cameras: We will acquire twenty one state-of-the-art body-worn cameras, which offer enhanced features for modern law enforcement documentation. This procurement will be conducted in accordance with city and state procurement policies to ensure transparency and value for money. Phased Replacement and Integration: The replacement of our existing WatchGuard body-worn cameras will be executed in a phased manner. This approach ensures that there is no disruption to our current operational capabilities during the transition. Training and Familiarization: Upon the arrival of the new cameras, comprehensive training sessions will be organized for all officers. These sessions will focus on familiarizing them with the new equipment's functionalities and best practices for effective usage. Testing for Regional Compatibility: To confirm the interoperability of the new body-worn cameras, we will conduct testing of the specific cameras along with tests to the required software and networking devices, to ensure accurate and adequate functionality of the cameras. These tests are crucial to ensure seamless transfers of the body-worn cameras, assisting our officers in returning to their patrol duties in a timely manner. Establishment of a

		Maintenance and Sustainability Plan: After the integration of the new cameras, a detailed maintenance and sustainability plan will be put into place. This plan includes routine checks and servicing of the body-worn cameras to ensure their longevity and optimal performance.
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MEASURES
Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of body-worn cameras purchased with grant funds.	21

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
------------------------	---------------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
------------------------------	---------------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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BUDGET:
Budget Details Information

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/
Equipment	Body Camera and Accessories (valued over \$5,000 per unit)	21 body worn cameras and data storage, networking and software for said cameras	\$201,600.00	\$50,400.00	\$0.00	\$0.00	\$252,000.00	

DOCUMENTATION

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

2957743

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5489

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
 No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

City of Groves
Agenda Item Information Form

Council Meeting Date: Jan 29th, 2024 Department: Police Agenda Item No. 5

Title for Item (same as to be placed on Agenda): Deliberate and act on a Resolution authorizing the submittal of a FY 2025 Criminal Justice Grant Program Application to purchase hand held radios and designating the Interim City Marshal as the authorized officer.

Party(ies) requesting placement of this item on the agenda: Interim City Marshal

Submitted to City Manager's Office on: Date: 1/23/2024 Time: 11:00 AM By: Marshal

Explanation of Item: A resolution from City Council is a required component of the grant application process. See The accompanying memo for additional information.

Deadline for Approval: Immediately

Staff Recommendation: Approval of the Resolution, as presented.

Alternative (if any) for consideration: None

Identify any attachments to this document: Grant informational handout, memo, resolution, application

Specific Council Action Requested: None (Information item only) _____ Motion X

Ordinance – Number _____ Resolution – Number 2024-02 Other – Specify: _____

Signed: [Signature] Date: 1/23/2024 Approved: [Signature] Date: 01/24/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES NO

If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ N/A Cumulative total of payments to date for this project/item (if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO

If yes, explain _____



NORMAN REYNOLDS
City Marshal

GROVES POLICE DEPARTMENT
4201 Main Ave.
Groves, TX 77619
(409) 962-0244
FAX (409) 960-5749

KIRK RICE
Chief Deputy

MEMORANDUM

GROVES POLICE DEPARTMENT

TO: Groves City Hall, Groves City Mayor Borne, Groves City Council

FROM: Interim Marshal Chris Robin

DATE: Tuesday, January 23rd, 2024

REMARKS

As we approach the City Council meeting scheduled for Monday, January 29th, 2024, I am presenting a detailed outline of our grant application focused exclusively on the Portable Radio Upgrade Project. This initiative is a critical component of our ongoing efforts to enhance public safety communication systems.

Portable Radio Upgrade Project (Grant/App: 4992501)

Project Title: Elevating Regional Interoperability for Emergency Preparedness

Project Overview: This grant application is a key phase in our multi-year initiative to upgrade our portable radios to the P-25 standard. The primary aim is to acquire five Motorola APX 6000 portable radios, which will replace our aging Motorola XPS2500 models. This upgrade is vital, considering our city's strategic location near high-risk industrial areas and the necessity for effective, interoperable communication during emergencies.

Funding and Grant Details: The grant offers 100% funding with no matching funds required from the city. It aligns with the state's priority for a robust criminal justice system and adheres to the FY 2018 SAFECOM Guidance on Emergency Communications Grants. The application will comprehensively detail the total cost and specific budget allocations for Phase 3, ensuring full coverage by the grant.



NORMAN REYNOLDS
City Marshal

GROVES POLICE DEPARTMENT
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KIRK RICE
Chief Deputy

Importance and Benefits: Upgrading to Motorola APX 6000 portable radios is crucial for ensuring effective communication among first responders, particularly in emergency scenarios. This enhancement is not only a matter of improving operational efficiency but also a critical step in ensuring the safety of our officers and the community at large. The new radios will provide improved coverage, clarity, and reliability, which are essential in high-stakes situations.

Action Requested: I request the City Council's consideration and approval of this resolution during the meeting on January 29th, 2024. Prompt approval is essential to meet the grant application deadline and to ensure the progression of this essential public safety project.

Your support in this matter is greatly appreciated, and I am available for any further information or clarification that may be required.

A handwritten signature in black ink, appearing to read "Chris Robin".

Chris Robin
Interim Marshal
Groves Police Department
(409) 960-5742
crobin@cigrovestx.com

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR A FY2025 CRIMINAL JUSTICE GRANT PROGRAM ELEVATING REGIONAL INTEROPERABILITY FOR EMERGENCY PREPAREDNESS FOR THE CITY OF GROVES POLICE DEPARTMENT

WHEREAS, the City Council of the City of Groves finds it is in the best interest of the citizens of Groves, Texas, that a FY 2025 Criminal Justice Grant Program application be submitted requesting funds for Elevating Regional Interoperability for Emergency Preparedness project for the City of Groves Police Department; and

WHEREAS, the City Council of the City of Groves agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS that the City Council of the City of Groves:

1. Approves submission of the grant application for the FY2025 Criminal Justice Grant Program requesting funds for an Elevating Regional Interoperability for Emergency Preparedness project for the City of Groves Police Department, to the Office of the Governor, Criminal Justice Division.
2. Designates the Interim City Marshal / City Marshal 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 City of Groves Police Department.

PASSED APPROVED and ADOPTED at a regular meeting of the City Council of the Groves held on the ____ of _____, 2024

GRANT NO: 4992501

Chris Borne, Mayor

ATTEST:

Clarissa Thibodeaux, City Clerk

APPROVED AS TO FORM:

Brandon P. Monk, City Attorney

Name:

Criminal Justice Grant Program FY2025

Available
12/11/2023

Due Date
02/08/2024

Purpose:

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

Available Funding:

Federal Funds are authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

Applications may be submitted by state agencies, public and private institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations), and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

All applications submitted by local law enforcement agencies/offices must be submitted by a unit of government affiliated with the agency, including an authorizing resolution from that unit of government. For example, police departments must apply under their municipal government, and community supervision and corrections departments, district attorneys, and judicial districts must apply through their affiliated county government (or one of the counties, in the case of agencies that serve more than one county).

Application Process:

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:
 - a. Applicants must contact their applicable regional council of governments (COG) regarding their application.

b. Each of Texas’ 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

Key Dates:

Action	Date
Funding Anouncement Release	12/11/2023
Online System Opening Date	12/11/2023
Final Date to Submit and Certify an Application	02/08/2024 at 5:00PM CST
Earliest Project Start Date	10/01/2024

Project Period:

Projects must begin on or after 10/01/2024 and may not exceed a 12-month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice purposes**, including for any one or more of the following:

1. Law enforcement – Includes championing a supportive, professional, respected law enforcement system with specialized resources that are adaptive and flexible to ever-changing crimes and situations.

State Priority Areas include:

- a. Intelligence-based Investigations (Violent Crime, Border Crime, Gangs)
- b. Community Policing Programs
- c. Specialized Officer Training

City of Groves

d. Officer Wellness Programs

2. Prosecution and Courts – Includes fostering an informed, collaborative, and multi-disciplinary system that ensures appropriate penalties offenders and services for the community and victims.

State Priority Areas include:

- a. Pre-trial Diversion Programs
- b. Reduce Evidence Testing Backlog
- c. Courtroom Personnel Training

3. Crime Prevention and Education – Includes cultivating an individualized, understanding-based system that takes a multi-pronged approach, infused with basic life skills and alternative tracks to crime prevention.

State Priority Areas include:

- a. Life-skills Training Programs
- b. Community-based Prevention Programs

4. Corrections and Community Corrections – Includes promoting an assessment-driven, treatment-focused system that targets an individual’s risk and needs appropriately.

State Priority Areas Include:

- a. Probation/Parole Officer Training
- b. Risk/Needs Assessment for Diversion Programs
- c. Jail/Prison-based Co-occurring Treatment

5. Reentry Programs; and

6. Assessment and Evaluation Programs.

Note: “Criminal Justice Purposes” is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals (including juveniles), activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system. Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising

authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2025 or the end of the grant period, whichever is later.

5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>).

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. Construction, renovation, or remodeling;
2. Medical services;
3. Security enhancements or equipment for non-governmental entities not engaged in criminal justice or public safety;
4. Non-law enforcement vehicles or equipment for government agencies that are for general agency use;
5. Equipment, supplies, and other direct costs associated with processing DNA evidence;

6. Activities or costs in support of Operation Border Star (agencies seeking such funding should apply under the PSO Local Border Security funding announcement);
7. Law enforcement equipment that is standard department issue (including weapons, any weapon attachments and/or accessories and less lethal weapons such as tasers, non-lethal rounds, etc.; excluding equipment used exclusively for specialized training activities);
8. Transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training for outside participants;
9. Unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV) and/or any accompanying accessories to support UAS or UAV devices/systems;
10. Items listed on the [Byrne JAG Prohibited Expenditure Category A and B List](#);
11. Rifle-resistant body armor (NIJ Compliant Type IIIA and below is eligible); and
12. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:
 - a. Applications will be forwarded by PSO to the appropriate regional council of governments (COG).
 - b. The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
 - c. PSO will accept priority listings that are approved by the COG's executive committee.
 - d. PSO will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Total Funds
\$TBD

[Print This Page](#)

Agency Name: The City of Groves
Grant/App: 4992501 **Start Date:** 10/1/2024 **End Date:** 9/30/2025

Project Title: Elevating Regional Interoperability for Emergency Preparedness
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746012593

Application Eligibility Certify:

Created on:1/9/2024 3:02:26 PM By:Robert Phillips

Profile Information

Applicant Agency Name: The City of Groves
Project Title: Elevating Regional Interoperability for Emergency Preparedness
Division or Unit to Administer the Project: Groves Police Department
Address Line 1: 4201 Main Ave
Address Line 2:
City/State/Zip: Groves Texas 77619-4728
Start Date: 10/1/2024
End Date: 9/30/2025

Regional Council of Governments(COG) within the Project's Impact Area: South East Texas Regional Planning Commission

Headquarter County: Jefferson

Counties within Project's Impact Area: Hardin,Jefferson,Orange

Grant Officials:

Authorized Official

Name: Christopher Robin
Email: crobin@cigrovestx.com
Address 1: 4201 Main Avenue
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5742 Other Phone: 409-626-1292
Fax: 409-960-5747
Title: Mr.
Salutation: Chief
Position: Interim City Marshal

Financial Official

Name: Lamar Ozley
Email: lozley@cigrovestx.com
Address 1: P.O. Box 846
Address 1:
City: Groves, Texas 77619
Phone: 409-960-5774 Other Phone: 409-659-3734
Fax: 409-963-3388
Title: Mr.
Salutation: Mr.
Position: Director of Finance

Project Director

Name: Robert Phillips
Email: Tphillips@cigrovestx.com
Address 1: 4201 Main Ave
Address 1:
City: Groves, Texas 77619
Phone: 409-248-4063 Other Phone: 409-962-0244

City of Groves

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Fax: 409-960-5749

Title: Mr.

Salutation: Lieutenant

Position: Lieutenant

Grant Writer

Name: Robert Phillips

Email: Tphillips@cigrovestx.com

Address 1: 4201 Main Ave

Address 1:

City: Groves, Texas 77619

Phone: 409-248-4063 Other Phone: 409-962-0244

Fax: 409-960-5749

Title: Mr.

Salutation: Lieutenant

Position: Lieutenant

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide services to all others

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI)

Number or Vendor ID): 746012593

Unique Entity Identifier (UEI): LFJ3LWSZYZM8

Narrative Information

Introduction

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests

Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

DNA Testing of Evidentiary Materials

When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Interoperable Communications

Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFEGOM Page 87

Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time [Statewide Interoperability Coordinator \(SWIC\)](#) for Texas.

Twelve-Step Programs

Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

National Instant Background Check System (NICS)

Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Body-Worn Cameras (BWCs)

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found [here](#).

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Equal Employment Opportunity Plan (EEO Plan)

If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEO) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

City of Groves

Stephanie Gaspard

Enter the Address for the Civil Rights Liaison:

3947 Lincoln Ave Groves, Texas 77619

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

409-962-4471

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

— I certify to all of the application content & requirements.

Project Abstract :

The proposed project aims to upgrade our law enforcement communication capabilities in line with the state's priority for a robust and adaptive criminal justice system. Recognizing the critical need for interoperable communications, especially in high-risk areas, we propose the acquisition of five (5) advanced Motorola APX 6000 portable radios. This upgrade is essential as our current radios, integral to our P-25 capability, have reached their end of life. Our region, including the City of Groves, is strategically located near numerous petrochemical and chemical plants, identified as high-priority targets for terrorist activities. The existing radio inventory, saturated with end-of-life equipment, compromises our ability to effectively communicate within our department and with external agencies during crises. The proposed radios are not only P25 compliant, ensuring seamless interoperability within the regional 800 MHz radio system, but also offer enhanced features critical for modern law enforcement operations. This upgrade directly aligns with the state's priorities in several ways: **Law Enforcement:** By improving communication during violent, or gang-related crime situations, these radios aid in intelligence-based investigations and bolster community policing efforts. **Officer Wellness Programs:** Reliable and advanced communication tools are vital for officer safety, reducing the risks associated with emergency responses. **Crime Prevention and Education:** In scenarios of potential terrorist attacks or natural disasters, swift and clear communication is key to preventing escalation and ensuring public safety. **Interagency Collaboration:** The enhanced radios facilitate interoperability with other agencies, crucial during joint operations and major incidents. The proposed acquisition of Motorola APX 6000 portable radios, which are P25 CAP compliant, aligns with the FY 2018 SAFECOM Guidance on Emergency Communications Grants, ensuring adherence to essential technical standards and coordination with the Statewide Interoperability Coordinator (SWIC) for Texas.

Problem Statement :

The City of Groves faces significant challenges with its current communication system, which severely limits our ability to respond effectively to emergencies in a region surrounded by high-priority industrial sites. Upgrading our communication equipment is essential to address these issues. **Urgent Need for Reliable Communication:** Our capability to quickly and efficiently communicate among first responders, across jurisdictions, and with industrial partners is critical. The aging and increasingly unreliable Motorola XPS2500 radios are a substantial obstacle, impacting our operational effectiveness in crucial situations. **Limited Communication Coverage and Clarity:** The current radios struggle with coverage issues and lack clarity, which is vital for effective coordination during widespread emergency situations. This limitation is particularly problematic in a region with an extensive operational area, where clear and far-reaching communication is essential. **Impact on Operational Efficiency and Public Safety:** The outdated equipment compromises not only operational efficiency but also public safety. In scenarios like potential terrorist threats or natural disasters, delayed or unclear communication can escalate risks. **Officer Safety and Community Trust:** Dependable communication tools are crucial for officer safety in emergency responses. Upgrading our radios will also enhance community trust by ensuring more effective and timely law enforcement. **Enhancing Regional Security:** Given our proximity to high-risk sites, robust communication capabilities are essential. An upgrade would significantly improve our capacity to respond to and manage emergency situations, thereby enhancing regional security. In summary, transitioning to advanced Motorola APX 6000 radios is critical to address the pressing communication challenges our department faces. This upgrade is vital for improving our emergency response, ensuring officer safety, and safeguarding our community.

Supporting Data :

This section presents specific data supporting the urgent need to upgrade our communication equipment, reflecting challenges unique to the City of Groves: **Prevalence of Outdated Equipment:** Currently, half of our department is using the outdated Motorola XPS2500 radios. We have faced consistent issues with these radios failing, leading to a scramble for parts and the need to borrow radios from other agencies. There have been instances where officers had to share radios to ensure operational communication capabilities. Furthermore, Motorola has discontinued support and spare parts for these models, exacerbating the problem. **Operational Inefficiencies Due to Equipment Failure:**

Throughout the past year, there have been multiple instances where officers' radios have failed, forcing them to rely on in-car radios for communication. Temporary fixes have been applied, but a permanent solution is urgently required. The older radio batteries are unreliable, with officers often needing to change them several times during a shift, which disrupts operations and compromises officer safety. Need for Regional Communication Compatibility: Reliable and modern radios are essential for effective communication within our region. Our current equipment's limitations hinder our ability to coordinate seamlessly with other agencies in the region, especially during joint operations and emergencies. Risk Assessment: While specific cost data for repairs is unavailable due to the discontinuation of support, the risk associated with continuing to use these radios is significant. The potential for communication failures poses a direct threat to officer safety and effective emergency response, a risk that cannot be quantified but is undeniably high. Commitment to Maintenance and Sustainability: Upon acquiring the new Motorola APX 6000 radios, the City of Groves is committed to maintaining and sustaining this equipment with city funds. We plan to implement a comprehensive maintenance schedule to ensure the longevity and reliability of these radios. This commitment reflects our dedication to a long-term solution for our communication challenges, ensuring the continued effectiveness of our first responders.

Project Approach & Activities:

Equipment Replacement Plan: We plan to replace half of our current Motorola XPS2500 radios with the advanced Motorola APX 6000 models. This replacement will be phased to ensure a smooth transition without disrupting our operational capabilities. The APX 6000 radios are chosen for their reliability, enhanced features, and compatibility with regional communication requirements. **Implementation Strategy:** The project will be executed in stages. Initially, a comprehensive assessment of the current inventory will identify the most critical replacements. Following this, the procurement of new radios will be conducted in alignment with city procurement policies to ensure transparency and cost-effectiveness. **Maintenance and Sustainability Plan:** Post-implementation, the City of Groves commits to maintaining the new radios using city funds. A maintenance schedule will be established to ensure the longevity and optimal functioning of the equipment. This plan underscores our commitment to a sustainable solution that extends beyond the initial acquisition. **Continuous Evaluation and Adaptation:** Throughout the project, we will continually assess the effectiveness of the new radios in improving our communication capabilities. Feedback from officers will be regularly solicited and used to adapt our approach, ensuring that the project meets its objectives effectively. **Collaboration with Regional Partners:** We will coordinate with regional partners to ensure that the new equipment aligns with broader communication standards and protocols in the area. This collaboration is vital for ensuring interoperability and effective joint response capabilities in emergencies. As part of our equipment replacement plan, the Motorola APX 6000 radios have been selected not only for their advanced features but also for their compliance with P25 CAP standards. This ensures adherence to the technical standards set forth in the FCC Waiver Order and aligns with the statewide interoperability initiatives coordinated by the Texas SWIC.

Capacity & Capabilities:

The Groves Police Department has a longstanding commitment to maintaining and enhancing public safety through effective communication. Over the years, we have demonstrated a robust capacity to manage complex projects, particularly those involving technological upgrades and collaborations with regional partners. **Organizational Background and Experience:** Our department has been an active participant in regional efforts to build an advanced communication system. We have successfully secured and managed grant funds from various sources for similar projects in the past, showcasing our ability to efficiently handle complex logistical and financial aspects of large-scale initiatives. **Collaborative Partnerships and Regional Integration:** We are a key stakeholder within a network of 24 communities, demonstrating our commitment to regional interoperability. Our ongoing collaboration with federal, state, and industry partners across the three-county area has been instrumental in building a system capable of interoperable communications. These partnerships are a cornerstone of our strategy to ensure that our communication upgrades align with broader regional requirements and standards. **Technical and Operational Expertise:** Our staff possesses the necessary technical and operational expertise to implement this project successfully. We have a team experienced in managing radio communication systems, including procurement, training, maintenance, and coordination with external agencies. **Commitment to Sustainability and Compliance:** The City of Groves has consistently contributed its share of funds to meet matches for various grants, underlining our commitment to achieving and sustaining compliance with the latest communication standards. This financial commitment is complemented by our technical dedication to maintaining an up-to-date inventory of subscriber units, essential for interoperable communications within the region.

Performance Management :

To effectively measure the success of our project to upgrade the communication system, the Groves Police Department will implement a comprehensive performance management strategy. This strategy will focus on assessing improvements in communication effectiveness, operational efficiency, and officer safety. **Project Goals and Objectives:** **Goal:** To enhance the operational communication capabilities of the Groves Police Department. **Objectives:** Replace outdated Motorola XPS2500 radios with advanced Motorola APX 6000 models. Improve communication reliability and clarity, especially in emergency situations. Ensure seamless interoperability with regional emergency response forces. **Success Metrics and Data Collection:** **Equipment Uptime and Reliability:** Track and compare the frequency of

communication failures or equipment malfunctions before and after the upgrade. Response Times: Monitor changes in emergency response times, with a focus on improvements facilitated by better communication. Interoperability Assessments: Conduct regular tests to evaluate the compatibility and effectiveness of the new radios in joint operations with regional partners. Officer Feedback and Surveys: Regularly gather feedback from officers on the usability, reliability, and overall impact of the new radios on their operational capabilities. Data Management and Tracking: Implement a centralized system for recording and analyzing data related to radio usage, performance, and maintenance. Establish a routine schedule for data review and analysis, allowing for ongoing assessment of project success and areas for improvement. Reporting and Evaluation: Periodic reporting will be conducted to evaluate the progress towards achieving the stated objectives. Reports will include detailed data analysis, officer feedback, and recommendations for any necessary adjustments to the project strategy. Continuous Improvement: Utilize the data and insights gathered to continuously refine and improve our communication strategies and equipment management. By employing these performance management strategies, the Groves Police Department will be able to quantitatively and qualitatively assess the success of the communication system upgrade. This will ensure that the project not only meets but exceeds the standards set forth, contributing to the overall efficiency and safety of our emergency response operations.

Target Group :

The primary beneficiaries of this project to upgrade the communication system in the City of Groves are detailed below, along with the expected impact on these groups: First Responders in the City of Groves: The upgrade directly benefits all first responders within our department by providing them with reliable and efficient communication tools. This improvement is crucial, particularly in high-pressure situations where clear and immediate communication can make a significant difference in operational outcomes. Neighboring Jurisdictions in Jefferson, Orange, and Hardin Counties: Enhanced interoperability of our new communication system will greatly benefit response organizations in neighboring counties. Improved communication will facilitate better coordination during regional emergencies, joint operations, and disaster responses. The Broader Community: Effective communication among first responders is integral to public safety. The community at large will benefit from more efficient emergency responses, better managed public safety operations, and overall enhanced readiness for handling terrorist threats or natural disasters. Command and Control Operations: The ability to establish and maintain effective command and control during emergencies is vital. The upgraded radios will enable more streamlined communication of response strategies and guidance, significantly impacting the management of critical incidents. Overall Regional Emergency Response Capability: By ensuring our equipment is up-to-date and fully functional, we are contributing to the broader regional goal of maintaining a high standard of emergency response. This is especially crucial given our proximity to high-risk industrial areas and the potential for large-scale emergencies.

Evidence-Based Practices:

The decision to upgrade the communication equipment for the City of Groves Police Department is based on a combination of industry standards, technological advancements, and the practical experiences of our department and others in the field. Industry Standards and Technological Advancements: The transition from the Motorola XPS2500 to the APX 6000 model is in line with the broader trend in law enforcement towards more advanced, reliable, and interoperable communication systems. The APX 6000 radios are recognized for their superior performance, durability, and compliance with modern communication standards. According to industry reports and Motorola's own product lifecycle information, the XPS2500 models are no longer supported, necessitating a move to newer models that offer better support and functionality. Practical Experience and Operational Needs: Our own experiences, coupled with feedback from officers and communication specialists, have highlighted the limitations of the XPS2500 radios, particularly in terms of reliability, battery life, and clarity of communication. These issues directly impact operational effectiveness and officer safety. Reports from other law enforcement agencies that have already transitioned to the APX 6000 model have consistently noted significant improvements in communication capabilities, which is a key factor in our decision to upgrade. Regional and National Communication Standards: The need for interoperability in communication systems, especially in multi-agency responses to emergencies, is well-documented in regional and national public safety guidelines. The APX 6000 radios are designed to meet these interoperability requirements, ensuring that our department remains aligned with broader communication standards. Financial Considerations and Long-Term Planning: The financial impact of maintaining outdated equipment, which includes increased costs for repairs and reduced operational efficiency, has been a significant consideration. Investing in the APX 6000 model is a cost-effective decision in the long term, considering the reduced need for frequent repairs and replacements.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Law Enforcement	100.00	<p>The allocated funds from this grant will be specifically used for the procurement of five advanced Motorola APX 6000 portable radios. This initiative is a critical step in our broader strategy to enhance the communication capabilities of the Groves Police Department and to align with regional interoperability standards. The detailed activities include:</p> <p>Procurement of Motorola APX 6000 Radios: We will acquire five state-of-the-art Motorola APX 6000 portable radios, which are P25 compliant and offer enhanced features for modern law enforcement communication. This procurement will be conducted in accordance with city and state procurement policies to ensure transparency and value for money.</p> <p>Phased Replacement and Integration: The replacement of our existing Motorola XPS2500 radios with the new APX 6000 models will be executed in a phased manner. This approach ensures that there is no disruption to our current operational capabilities during the transition.</p> <p>Training and Familiarization: Upon the arrival of the new radios, comprehensive training sessions will be organized for all officers. These sessions will focus on familiarizing them with the new equipment's functionalities and best practices for effective usage.</p> <p>Testing for Regional Compatibility: To confirm the interoperability of the new radios, we will conduct joint communication tests with neighboring jurisdictions in Jefferson, Hardin, and Orange Counties. These tests are crucial to ensure seamless communication during joint operations and emergencies.</p> <p>Establishment of a Maintenance and Sustainability Plan: After the integration of the new radios, a detailed maintenance and sustainability plan will be put into place. This plan includes routine checks and servicing of the radios to ensure their longevity and optimal performance.</p>

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	5
General Law Enforcement or Public Safety: Arrests resulting from grant.	0
Targeted Investigation: Criminal cases resulting in arrest.	0
Targeted Investigation: Grant-funded investigations carried out by the unit/division	0
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	0
Training, professional development, or technical assistance: Hours provided	0
Training, professional development, or technical assistance: Hours received	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
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Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

City of Groves

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

2957743

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5489

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2022

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient’s preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Select the appropriate response:

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Select the appropriate response:

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient’s compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

City of Groves

0

Fiscal Capability Information**Section 1: Organizational Information**

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

 Yes No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

 Yes No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

 Yes No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

 Yes No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Radio and Accessories	(5)APX6000 700/800 MODEL 2.5 PORTABLE, (5)BATT IMPRES 2 LIION R	\$28,137.10	\$0.00	\$0.00	\$0.00	\$28,137.10	5

		IP68 2550T, (5) CHARGER, SINGLE- UNIT, IMPRES 2, 3A, 100- 240VAC,US/NA/LACR PLUG, (5) XVP830 REMOTE SPEAKER MICROPHONE NO CHANNELKNOB, (5) DEVICE PROGRAMMING						
--	--	---	--	--	--	--	--	--

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$28,137.10	\$0.00	\$0.00	\$0.00	\$28,137.10

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$28,137.10	\$0.00	\$0.00	\$0.00	\$28,137.10

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** Rphillips41

City of Groves
Agenda Item Information Form

Council Meeting Date: 1/29/2024 Department: City Manager Agenda Item No. 6

Title for Item (same as to be placed on Agenda): Deliberate and act on the January 29, 2024 Invoice List.

Party(ies) requesting placement of this item on the agenda: City Manager Kevin Carruth

Submitted to City Manager's Office on: Date: 1/29/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: Approval of the invoices for the City that are above \$5,000.

Deadline for Approval: Immediately

Staff Recommendation: Recommendation from staff is to approve the list.

Alternative (if any) for consideration: _____

Identify any attachments to this document: Invoice approval list.

Specific Council Action Requested: None (Information item only) _____ Motion X
Ordinance - Number _____ Resolution - Number _____ Other - Specify: _____

Signed: _____ Date: _____ Approved:  Date: 01/24/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES _____ NO
If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

Amount of requested payment \$ _____ Cumulative total of payments to date for this project/item
(if applicable): \$ _____ Balance due for this project/purchase (if applicable): \$ _____

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO
If yes, explain _____

INVOICE APPROVAL LIST
January 29, 2024

1.	Amber Estates, LLC	Amber Estates Sub divider refund for 2023.	\$6,405.35
2.	City of Port Arthur	Landfill Sludge disposal December.	\$5,200.00
3.	City of Port Arthur	Landfill fees for 11/27/23 – 12/22/23.	\$14,840.00
4.	Core & Main L.P.	5/8 meters with registers and 6ft antenna.	\$9,520.00
5.	DXI Industries, INC	CL2 and SO2 for Wastewater Plant.	\$12,861.60
6.	Epic Engineering	Flowline Ultrasonic Level Transmitter.	\$8,199.12
7.	Hach Company	Annual service contract.	\$5,911.00
8.	Lower Neches Valley Authority	Raw water purchased.	\$40,077.18
9.	Motorola Solutions	New portable radios for Police.	\$26,785.65
10.	Republic Services	Container service.	\$8,847.79
11.	Republic Services	Sludge disposal for December 2023.	\$8,941.84
12.	Vulcan Construction Materials, LP	A-1 limestone base for stock.	\$5,038.24

TOTAL

\$152,627.77

*xc
01/25/24*

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-36392

01/08/2024

ISSUED TO: VENDOR #: 01-23555
AMBER ESTATES LLC
12410 KEITH ROAD
BEAUMONT, TX 77713

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT	
0.00	AMBER ESTATES SUBDIVIDER AMBER ESTATES SUBDIVIDER REFUND FOR 2023	11 -5-99-07-580	SUBDIVIDER REBATES	0.00	6,405.35

RECEIVED

JAN 08 2024

FINANCE

*** TOTAL *** 6,405.35

ORDERED BY: LAMAR OZLEY

APPROVED BY: LAMAR OZLEY

City of Groves, Texas
Subdivider Refund - Amber Estates LLC
01/01/2023 THRU 12/31/2023

Bal. Fwd
\$ 216,944.27

Address	Water Revenues		Sewer Revenues	
	Collected	50%	Collected	50%
2721 AMBER AVE	\$ 728.60	\$ 364.30	\$ 745.25	\$ 372.63
2605 AMBER AVE	\$ 583.78	\$ 291.89	\$ 600.83	\$ 300.42
2615 AMBER AVE	\$ 328.26	\$ 164.13	\$ 344.91	\$ 172.46
2625 AMBER AVE	\$ 296.44	\$ 148.22	\$ 313.09	\$ 156.55
2701 AMBER AVE	\$ 429.27	\$ 214.64	\$ 445.92	\$ 222.96
2711 AMBER AVE	\$ 194.96	\$ 97.48	\$ 245.90	\$ 122.95
2731 AMBER AVE	\$ 314.20	\$ 157.10	\$ 330.85	\$ 165.43
2741 AMBER AVE	\$ 219.91	\$ 109.96	\$ 227.31	\$ 113.66
2805 AMBER AVE	\$ 122.34	\$ 61.17	\$ 132.36	\$ 66.18
2815 AMBER AVE	\$ 233.24	\$ 116.62	\$ 246.06	\$ 123.03
2825 AMBER AVE	\$ 161.02	\$ 80.51	\$ 173.60	\$ 86.80
2835 AMBER AVE	\$ 582.12	\$ 291.06	\$ 595.90	\$ 297.95
2845 AMBER AVE	\$ 325.96	\$ 162.98	\$ 339.00	\$ 169.50
2850 AMBER AVE	\$ 242.05	\$ 121.03	\$ 258.70	\$ 129.35
2855 AMBER AVE	\$ 206.16	\$ 103.08	\$ 222.81	\$ 111.41
2865 AMBER AVE	\$ 235.97	\$ 117.99	\$ 252.62	\$ 126.31
2875 AMBER AVE	\$ 322.18	\$ 161.09	\$ 338.83	\$ 169.42
2811 MAPLE	\$ 159.17	\$ 79.59	\$ 165.83	\$ 82.92
2801 MAPLE	\$ 564.32	\$ 282.16	\$ 580.97	\$ 290.49

Total \$ 6,249.95 \$ 3,124.98 \$ 6,560.74 \$ 3,280.37

Total Collected \$ 12,810.69

Rebate \$ (6,405.35)

Fiscal Year	Date	Check #	Amount	Amount Due:	Remaining Balance
2018			\$ 833.48	\$ 833.48	<u>\$ 210,538.93</u>
2019			\$ 4,698.95	\$ 5,532.43	
2020			\$ 5,383.38	\$ 10,915.81	
2021			\$ 6,143.50	\$ 17,059.31	
Total: From 4 Previous years:	5/20/2022	72880	<u>\$ 17,059.31</u>	\$ -	
2022	2/3/2023	75089	<u>\$ 5,996.44</u>		
2023			<u>\$ 6,405.35</u>	<u>\$ 6,405.35</u>	

PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: January 4, 2024
 TO: Kevin Carruth

P.O. NUMBER: 09-36363
 FROM: Coby Doucet

Purchase Recommendation				
Recommended Company: City of Port Arthur (32217)				
Items to be Purchased: Landfill Sludge Disposal				
CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-64-05-170	Landfill Sludge Disposal December	1	\$5,200.00	\$5,200.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval before ordering!				\$5,200.00

REASONS FOR PURCHASE:

DISPOSAL OF SLUDGE AT PORT ARTHUR LANDFILL

RECEIVED

JAN 06 2024

FINANCE

QUOTES		
	COMPANY NAME	COST
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Approved by:
 (PW Director)

Date: 1-5-2024

Approved by: _____
 (City Manager)

Date: _____

Date Council Approved _____



CITY OF PORT ARTHUR
 PO BOX 1089
 PORT ARTHUR, TX 77641-1089

Invoice

Customer Copy

Payment will be applied to the oldest unpaid invoice

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
CITY OF GROVES	12/28/2023	5200	\$0.00	01/27/2024	\$5,200.00		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
LANDFILL MUN SER - SLUDGE FOR THE MONTH OF - DECEMBER 2023	1.00	\$5200.000000	EACH	\$5,200.00	\$0.00	\$0.00	\$5,200.00
Invoice Total:					\$5,200.00		

RECEIVED
 JAN 02 2024
FINANCE

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



CITY OF PORT ARTHUR
 PO BOX 1089
 PORT ARTHUR, TX 77641-1089

Invoice
 Remit Portion

Invoice Date	12/28/2023
Invoice Number	5200
Customer Number	300077
Amount Paid	
Due Date	01/27/2024
Invoice Total Due	\$5,200.00

CITY OF GROVES
 3947 Lincoln Avenue
 Groves, TX 77619

Make Check Payable To:
 City of Port Arthur Attn: Cashiers

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-36354

01/03/2024

ISSUED TO: VENDOR #: 01-3600
CITY OF PORT ARTHUR
PO BOX 1089
PORT ARTHUR, TX 77640

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT	
1.00	LANDFILL FEES GARBAGE AND TRASH COLLECTION 11/27/23-12/22/23 NEEDS COUNCIL APPROVAL	05 -5-55-05-020	LANDFILL & DISPOSAL	14,840.00	14,840.00

RECEIVED

JAN 08 2024

FINANCE

*** TOTAL *** 14,840.00

ORDERED BY: GALA BROWN

APPROVED BY: TROY W. FOXWORTH



CITY OF PORT ARTHUR
 PO BOX 1089
 PORT ARTHUR, TX 77641-1089

Invoice

Customer Copy

Payment will be applied to the oldest unpaid invoice

09-36354 32210

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
CITY OF GROVES	12/28/2023	5199	\$0.00	01/27/2024	\$14,840.00

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
LANDFILL MUN SER LANDFILL - FOR THE MONTH OF - DECEMBER 2023	1.00	\$14840.000000	EACH	\$14,840.00	\$0.00	\$0.00	\$14,840.00
Invoice Total:							\$14,840.00

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



CITY OF PORT ARTHUR
 PO BOX 1089
 PORT ARTHUR, TX 77641-1089

Invoice
Remit Portion

Invoice Date	12/28/2023
Invoice Number	5199
Customer Number	300077
Amount Paid	
Due Date	01/27/2024
Invoice Total Due	\$14,840.00

CITY OF GROVES
 3947 Lincoln Avenue
 Groves, TX 77619

Make Check Payable To:
 City of Port Arthur Attn: Cashiers

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 12/27/23

DATE	PAGE
12/25/23	1

INVOICE NUMBER
3265

AMOUNT DUE	AMOUNT PAID
20040.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

30007

ACCOUNT NO.
12

Sludge 20 x 260 = 5,200. -

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
11/27/23	02-440355		REPUBLIC	Wastewater Sludge	20.00	260.00
11/27/23	02-440383✓	G45		MSW	24.00	120.00
11/27/23	02-440389✓	G44		Mixed Trash	31.00	155.00
11/27/23	02-440410✓	G45		MSW	24.00	120.00
11/27/23	02-440415✓	G59		Mixed Trash	30.00	150.00
11/27/23	02-440420✓	G47		Mixed Trash	30.00	150.00
11/27/23	02-440428✓	G44		Mixed Trash	31.00	155.00
11/28/23	02-440456		REPUBLIC	Wastewater Sludge	20.00	260.00
11/28/23	02-440475✓	G45		MSW	24.00	120.00
11/28/23	02-440478✓	G47		Mixed Trash	30.00	150.00
11/28/23	02-440483✓	G44		Mixed Trash	31.00	155.00
11/28/23	02-440501✓	G59		Mixed Trash	30.00	150.00
11/28/23	02-440509✓	G47		Mixed Trash	30.00	150.00
11/28/23	02-440517✓	G44		Mixed Trash	31.00	155.00
11/28/23	02-440520✓	G45		MSW	24.00	120.00
11/28/23	02-440523✓	G59		Mixed Trash	30.00	150.00
11/29/23	02-440548		REPUBLIC	Wastewater Sludge	20.00	260.00
11/29/23	02-440633✓	G42		MSW	28.00	140.00
11/29/23	02-440636✓	G44		Mixed Trash	31.00	155.00
11/29/23	02-440637✓	G47		Mixed Trash	30.00	150.00
11/29/23	02-440682✓	G59		Mixed Trash	30.00	150.00
11/29/23	02-440718✓	G48		Mixed Trash	26.00	130.00
11/29/23	02-440721✓	G42		MSW	28.00	140.00
11/30/23	02-440794		REPUBLIC	Wastewater Sludge	20.00	260.00
11/30/23	02-440802✓	G44		Mixed Trash	31.00	155.00
11/30/23	02-440805✓	G45		MSW	24.00	120.00
11/30/23	02-440820✓	G47		Mixed Trash	30.00	150.00
11/30/23	02-440824✓	G44		Mixed Trash	31.00	155.00
11/30/23	02-440826✓	G45		MSW	24.00	120.00
11/30/23	02-440831✓	G59		Mixed Trash	30.00	150.00

④

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 12/27/23

DATE	PAGE
12/25/23	2
INVOICE NUMBER	
3265	

AMOUNT DUE	AMOUNT PAID
20040.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
12/01/23	02-440855		REPUBLIC	Wastewater Sludge	20.00	260.00
12/04/23	02-440910		REPUBLIC	Wastewater Sludge	20.00	260.00
12/04/23	02-440942✓	G42		MSW	28.00	140.00
12/04/23	02-440945✓	G44		Mixed Trash	31.00	155.00
12/04/23	02-440946✓	G59		Mixed Trash	30.00	150.00
12/04/23	02-440955✓	G47		Mixed Trash	30.00	150.00
12/04/23	02-440968✓	G42		MSW	28.00	140.00
12/04/23	02-440975✓	G44		Mixed Trash	31.00	155.00
12/04/23	02-440980✓	G59		Mixed Trash	30.00	150.00
12/04/23	02-440981✓	G47		Mixed Trash	30.00	150.00
12/05/23	02-440996			Wastewater Sludge	20.00	260.00
12/05/23	02-441022✓	G42		MSW	28.00	140.00
12/05/23	02-441037✓	G47		Mixed Trash	30.00	150.00
12/05/23	02-441068✓	G44		Mixed Trash	31.00	155.00
12/05/23	02-441082✓	G59		Mixed Trash	30.00	150.00
12/05/23	02-441136✓	G42		MSW	28.00	140.00
12/05/23	02-441141✓	G44		Mixed Trash	31.00	155.00
12/05/23	02-441143✓	G47		Mixed Trash	30.00	150.00
12/06/23	02-441207		REPUBLIC	Wastewater Sludge	20.00	260.00
12/06/23	02-441236✓	G40		MSW	30.00	150.00
12/06/23	02-441247✓	G47		Mixed Trash	30.00	150.00
12/06/23	02-441286✓	G44		Mixed Trash	31.00	155.00
12/06/23	02-441327✓	G40		MSW	30.00	150.00
12/06/23	02-441371✓	G47		Mixed Trash	30.00	150.00
12/06/23	02-441411✓	G59		Mixed Trash	30.00	150.00
12/07/23	02-441459		REPUBLIC	Wastewater Sludge	20.00	260.00
12/07/23	02-441481✓	G44		Mixed Trash	31.00	155.00
12/07/23	02-441483✓	G40		MSW	30.00	150.00
12/07/23	02-441539✓	G47		Mixed Trash	30.00	150.00
12/07/23	02-441545✓	G44		Mixed Trash	31.00	155.00

5

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 12/27/23

DATE	PAGE
12/25/23	3
INVOICE NUMBER	
3265	

AMOUNT DUE	AMOUNT PAID
20040.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
12/07/23	02-441604✓	G59		Mixed Trash	30.00	150.00
12/08/23	02-441668		REPUBLIC	Wastewater Sludge	20.00	260.00
12/11/23	02-441965		REPUBLIC	Wastewater Sludge	20.00	260.00
12/11/23	02-442070✓	G42		MSW	28.00	140.00
12/11/23	02-442084✓	G44		Mixed Trash	31.00	155.00
12/11/23	02-442090✓	G47		Mixed Trash	30.00	150.00
12/11/23	02-442092✓	G59		Mixed Trash	30.00	150.00
12/11/23	02-442155✓	G42		MSW	28.00	140.00
12/11/23	02-442159✓	G44		Mixed Trash	15.00	75.00
12/11/23	02-442175✓	G47		Mixed Trash	30.00	150.00
12/12/23	02-442243		REPUBLIC	Wastewater Sludge	20.00	260.00
12/12/23	02-442275✓	G42		MSW	28.00	140.00
12/12/23	02-442300✓	G44		Mixed Trash	31.00	155.00
12/12/23	02-442308✓	G47		Mixed Trash	30.00	150.00
12/12/23	02-442309✓	G59		Mixed Trash	30.00	150.00
12/12/23	02-442351✓	G42		MSW	28.00	140.00
12/12/23	02-442362✓	G44		Mixed Trash	31.00	155.00
12/12/23	02-442387✓	G47		Mixed Trash	30.00	150.00
12/13/23	02-442426		REPUBLIC	Wastewater Sludge	20.00	260.00
12/13/23	02-442447✓	G45		MSW	24.00	120.00
12/13/23	02-442476✓	G59		Mixed Trash	30.00	150.00
12/13/23	02-442483✓	G44		Mixed Trash	31.00	155.00
12/13/23	02-442492✓	G47		Mixed Trash	30.00	150.00
12/13/23	02-442544✓	G45		MSW	24.00	120.00
12/14/23	02-442599			Wastewater Sludge	20.00	260.00
12/14/23	02-442649✓	G44		Mixed Trash	31.00	155.00
12/14/23	02-442654✓	G45		MSW	24.00	120.00
12/14/23	02-442658✓	G59		Mixed Trash	30.00	150.00
12/14/23	02-442662✓	G47		Mixed Trash	30.00	150.00
12/15/23	02-442796		REPUBLIC	Wastewater Sludge	20.00	260.00

(6)

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 12/27/23

DATE	PAGE
12/25/23	4
INVOICE NUMBER	
3265	

AMOUNT DUE	AMOUNT PAID
20040.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
12/15/23	02-442798✓	G44		Mixed Trash	20.00	100.00
12/15/23	02-442799✓	G45		MSW	12.00	60.00
12/18/23	02-442960		REPUBLIC	Wastewater Sludge	20.00	260.00
12/18/23	02-442982✓	G45		MSW	24.00	120.00
12/18/23	02-442998✓	G44		Mixed Trash	31.00	155.00
12/18/23	02-443028✓	G59		Mixed Trash	30.00	150.00
12/18/23	02-443033✓	G47		Mixed Trash	30.00	150.00
12/18/23	02-443043✓	G45		MSW	24.00	120.00
12/18/23	02-443048✓	G44		Mixed Trash	16.00	80.00
12/18/23	02-443115✓	G47		Mixed Trash	30.00	150.00
12/18/23	02-443116✓	G47		Mixed Trash	30.00	150.00
12/19/23	02-443167		REPUBLIC	Wastewater Sludge	20.00	260.00
12/19/23	02-443189✓	G45		MSW	24.00	120.00
12/19/23	02-443207✓	G47		Mixed Trash	30.00	150.00
12/19/23	02-443209✓	G44		Mixed Trash	31.00	155.00
12/19/23	02-443235✓	G59		Mixed Trash	30.00	150.00
12/19/23	02-443255✓	G45		MSW	24.00	120.00
12/19/23	02-443310✓	G47		Mixed Trash	30.00	150.00
12/19/23	02-443319✓	G44		Mixed Trash	31.00	155.00
12/20/23	02-443381		REPUBLIC	Wastewater Sludge	20.00	260.00
12/20/23	02-443411✓	G45		MSW	24.00	120.00
12/20/23	02-443412✓	G59		Mixed Trash	30.00	150.00
12/20/23	02-443422✓	G47		Mixed Trash	30.00	150.00
12/20/23	02-443423✓	G44		Mixed Trash	31.00	155.00
12/20/23	02-443462✓	G45		MSW	24.00	120.00
12/20/23	02-443475✓	G47		Mixed Trash	30.00	150.00
12/21/23	02-443528		REPUBLIC	Wastewater Sludge	20.00	260.00
12/21/23	02-443562✓	G44		Mixed Trash	31.00	155.00
12/21/23	02-443563✓	G45		MSW	24.00	120.00
12/21/23	02-443569✓	G59		Mixed Trash	30.00	150.00

FORM #WW611

4

CITY OF PORT ARTHUR LANDFILL
 PO Box 1089
 Port Arthur, TX 77641
 (409) 736-7341

INVOICE

Printed 12/27/23

DATE	PAGE
12/25/23	5
INVOICE NUMBER	
3265	

AMOUNT DUE	AMOUNT PAID
20040.00	\$

City of Groves
 Gala Brown
 3947 Lincoln Ave.
 Groves TX 77619

ACCOUNT NO.
12

DETACH AND RETURN TOP PORTION WITH REMITTANCE

DATE	TICKET	VEHICLE	REFERENCE	DESCRIPTION	QUANTITY	AMOUNT
12/21/23	02-443623 ✓	G47		Mixed Trash	30.00	150.00
12/21/23	02-443634 ✓	G44		Mixed Trash	31.00	155.00
12/22/23	02-443722 ✓		REPUBLIC	Wastewater Sludge	20.00	260.00
12/22/23	02-443738 ✓	G59		Mixed Trash	30.00	150.00
	Net weight	0.00				
				Invoice amount excluding tax/fees		20040.00
				Total tax/fees in invoice		0.00
				Invoice total		20040.00

Sludge < 5,200.00
\$ 14,840.00

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-36414

01/11/2024

ISSUED TO: VEND #: 01-23065
CORE & MAIN L.P.
P.O. BOX 28330

ST. LOUIS, MO 63146

SHIP TO:
City of Groves Public Works
4925 McKinley Street
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
40.00	METERS 5/8TH METERS WITH REGISTERS AND 6FT ANTENNA	11 -5-66-03-140	METERS 238.00	9,520.00

RECEIVED
JAN 21 2024
FINANCE

*** TOTAL *** 9,520.00

ORDERED BY: NICHOLAS

APPROVED BY: TROY W. FOXWORTH

01 26717 22257



Local Knowledge
Local Experience
Local Service, Nationwide®

SOLD BY
BEAUMONT TX
Branch - 161
8010 College St
Beaumont TX 77707
PHONE # 409 866 1899

PROMISED: 1/12/24
FILLED BY: _____

CHECKED BY: _____

REVIEWED BY: _____

ENTERED BY: ERIC RIPPER - 161

01/11/2024 02:48 PM PAGE 1
134834

PICK TICKET U221127

SOLD TO CITY OF GROVES STOCK-BEAUMONT PO BOX 846 GROVES TX 77619 0846 CUS PH# 409 962 4471	SHIP TO CUSTOMER PICKUP CITY OF GROVES Branch - 161 8010 College St Beaumont TX 77707	SPECIAL INSTRUCTIONS/COMMENTS:
--	---	--------------------------------

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
161	1/11/24		?				X					D46

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
A14 2 A	4306ED2B31RPWG11S	ORDERED BY: NICK POTTER T10 5/8X3/4 USG R900I PROCODER W/6'ANT ED2B31RPWG11SG89 TOTAL WEIGHT: .00	40	40		238.00	EA	9,520.00
								END OF ORDER

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE
9,520.00	8.250	.00	.00	.00	.00	.00	.00	9,520.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



U221127134834

RECEIVED BY SIGNATURE: _____
PRINT NAME HERE: _____

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BEAUMONT TX
Branch - 161
8010 College St
Beaumont TX 77707
PHONE # 409 866 1899



Local Knowledge
Local Experience
Local Service, Nationwide®

PROMISED: 1/12/24
FILLED BY: _____

CHECKED BY: _____

REVIEWED BY: _____

ENTERED BY: ERIC RIPPER - 161

REPRINT 01/12/2024 07:32 AM PAGE 1
134834

PICK TICKET U221127

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CITY OF GROVES
STOCK-BEAUMONT
PO BOX 846
GROVES TX 77619 0846
CUS PH# 409 962 4471

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CITY OF GROVES
4925 MCKINLEY
GROVES TX 77619

SPECIAL INSTRUCTIONS/COMMENTS:

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
						OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
161	1/11/24	1-12-24	09-36414			X					CORE & MAIN LP	D46

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
A14 2 A	4306ED2B31RPWG11S	ORDERED BY: NICK POTTER T10 5/8X3/4 USG R900I PROCODER W/6'ANT ED2B31RPWG11SG89 TOTAL WEIGHT: .00	40	40		238.00	EA	9,520.00

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE
9,520.00	8.250	.00	.00	.00	.00	.00	.00	9,520.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://tandc.coreandmain.com/>.



U221127134834

RECEIVED BY SIGNATURE: _____
PRINT NAME HERE: _____

City of Groves

PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: January 24, 2024
 TO: Kevin Carruth

P.O. NUMBER: 09-36407
 FROM: Coby Doucet

Purchase Recommendation				
Recommended Company: DXI(32249)				
Items to be Purchased: CL2 AND SO2				
CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-64-02-140	CL2	4	\$1,710.00	\$6,840.00
11-5-64-02-140	SUPERFUND EXCISE TAX	1	\$21.60	\$21.60
11-5-64-02-140	S02	4	\$1,500.00	\$6,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<i>* Note: Purchases greater than \$5000.00 Require Council approval before ordering!</i>				\$12,861.60

REASONS FOR PURCHASE:

CL2 AND SO2 FOR DISINFECTION AND DECHLORINATION OF TREATED WASTEWATER.

RECEIVED

JAN 25 2024

FINANCE

QUOTES	
COMPANY NAME	COST
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Approved by:
 (PW Director)

Date: 1-24-2024

Approved by: _____
 (City Manager)

Date: _____

Date Council Approved _____

CUSTOMER

REMIT TO	PVS DX, INC PO BOX 674938 DALLAS, TX 75267-4938			DIRECT INQUIRIES TO: PVS DX, INC 1919 JACINTO PORT BLVD. HOUSTON, TX 77015 281-457-4848		INVOICE NUMBER MUST APPEAR ON YOUR REMITTANCE		
							Invoice No. 057000706-24	
Customer No. 05066400		Date ordered 1/10/2024	Salesperson Cobarrubias, Alex		Bill of Lading No. 7005-24-001303-1		Invoice and Ship Date 1/16/2024	
Ordered By COBY @ 409-960-6526			Customer P.O. No. 09-36407		Terms Net 30		Ship To 05066405	
S O L D T O	CITY OF GROVES 3947 LINCOLN AVENUE GROVES, TX 77619			S H I P T O	CITY OF GROVES-WWTP NEW WASTEWATER PLANT 1222 TAFT AVENUE EXTENSION GROVES, TX 77640			
F.O.B. TERMS FOB DESTINATION			TERMS OF DELIVERY PREPAID & ABSORBED		CARRIER OUR TRUCK			
Qty shipped	Description				Quantity	Units	Unit Price	Amount
4	CHLORINE, 2000# CONT				8,000	lb	0.8550	6,840.00
	SUPERFUND EXCISE TAX							21.60
1	SDS (Safety Data Sheet)				1	EA	0.0000	0.00
4	SULFUR DIOXIDE, 2000# CONT				8,000	lb	0.7500	6,000.00
1	SDS (Safety Data Sheet)				1	EA	0.0000	0.00
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p style="margin:0;">RECEIVED</p> <p style="margin:0;">JAN 22 2024</p> <p style="margin:0;">FINANCE</p> </div>								
						FUEL SURCHARGE		0.00
						FREIGHT		0.00
						TAX		0.00
						SUBTOTAL		12,861.60
Returnable Container Deposit Charges Less Deposit Charges on Containers Returned								
								0.00
								0.00
Where allowable by law, credit card payments will be subject to 3.00% surcharge resulting in a new invoice total of \$13,247.45								
						PLEASE PAY THIS AMOUNT PLEASE INCLUDE INVOICE NUMBER ON CHECK		\$12,861.60

PLEASE SHIP EMPTY RETURNABLE CONTAINERS PROMPTLY - NO MERCHANDISE RETURNABLE WITHOUT WRITTEN CONSENT

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: January 11, 2024 P.O. NUMBER: 09-36411
 TO: Lance Billeaud *Kevin Carruth* FROM: David Molbert

Purchase Recommendation

Recommended Company: EPIC ENGINEERING			
Items to be Purchased: Flowline Ultrasonic Level Transmitter			
ITEM DESC.	QTY	UNIT COST	TOTAL COST
Flowline U.L. Transmitter	4	\$1,624.78	\$6,499.12
ENG3:TECH	4	\$175.00	\$700.00
ENG1: TECH	8	\$125.00	\$1,000.00
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$8,199.12*

REASONS FOR PURCHASE:

2021 GLO CLRF Grant . Two transmitter failures, replacements and two new ones. Techs updating scaling and confirm scaling is correct on filtration.

QUOTES

	COMPANY NAME	COST
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

CHARGE NUMBER: 11-5-67-09-604 VENDOR NUMBER: 01-23383

Requested by: *David Molbert* Date: 1-11-24

Approved by: *[Signature]* Date: 1-12-2024
(PW Director)

Approved by: _____ Date: _____
(City Manager)

Date Council Approved _____

RECEIVED

JAN 17 2024

FINANCE

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: January 18, 2024

P.O. NUMBER: 09-35991

TO: Lance Billeaud Kevin Carruth

FROM: David Molbert

Purchase Recommendation

Recommended Company: Hach Company			
Items to be Purchased: Annual Service Contract			
ITEM DESC.	QTY	UNIT COST	TOTAL COST
BenchPlus- DR3900	1	\$1,054.00	\$1,054.00
TU5200 (1) Visit	1	\$681.00	\$681.00
TU5300 (1) Visit	6	\$696.00	\$4,176.00
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval before ordering!			\$5,911.00*

REASONS FOR PURCHASE:

1 Year service, parts ,labor,and travel time.

QUOTES

#	COMPANY NAME	COST
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

CHARGE NUMBER: 11-5-63-06-270 VENDOR NUMBER: 8198

Requested by: *David Molbert* Date: 1-18-24

Approved by: *[Signature]* Date: 1-18-2024
(PW Director)

Approved by: _____ Date: _____
(City Manager)

Date Council Approved _____

P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-36380

01/05/2024

ISSUED TO: VEND #: 01-11700
 LOWER NECHES VALLEY AUTHORITY
 PO BOX 5117

 BEAUMONT, TX 77726

SHIP TO:
 City of Groves City Hall
 3947 Lincoln Avenue
 Groves, TX 77619
 Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	RAW WATER PURCHASED RAW WATER PURCHASED	11 -5-63-02-110	40,077.18	40,077.18

RECEIVED

JAN 11 2024

FINANCE

*** TOTAL *** 40,077.18

ORDERED BY: DAVID MOLBERT

APPROVED BY: TROY W. FOXWORTH

CUSTOMER BILL

Customer # 029
 Bill Date 12/31/2023

Bill # 12158
 PO #

CITY OF GROVES
 ACCOUNTS PAYABLE
 3947 LINCOLN AVE
 GROVES, TX 77619

*PKT
 32230
 PO# 09-36380*



7850 Eastex Freeway
 Beaumont, Texas, 77708-2815
 Phone: (409) 892-4011

Billing Summary

Account Balance		Bill Summary			
Previous Account Balance	\$36,966.82	December Billing Period	12/1/2023 To 12/31/2023		
New Charges/Penalties	\$40,077.18	Billed Usage	81,635.99 KGal	Contracted Gallons	55,000,000
Account Balance	\$77,044.00				
Due Date	1/31/2024				

Billing Details

Description	Billed Qty	Rate	Amount
Contract Rate	57,749.99 KGal	0.3300	\$19,057.50
Excess Rate	23,886.00 KGal	0.8800	\$21,019.68
Total	81,635.99 KGal		\$40,077.18

Meter Details

Location	Previous Read	Current Read	Actual Usage
City of Groves	575.2670	656.9030	81,636,000.0000 Gal
		Total	81,636,000.0000 Gal

PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-36437

01/17/2024

ISSUED TO: VEND #: 01-35036
 MOTOROLA SOLUTIONS
 13104 COLLECTIONS CENTER DRIVE
 CHICAGO, IL 60693

SHIP TO:
 City of Groves City Hall
 3947 Lincoln Avenue
 Groves, TX 77619
 Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
5.00	700/800 MODEL 2.5	01 -5-31-09-010	2,624.35	13,121.75
5.00	DEVICE PROGRAMMING	01 -5-31-09-010	171.43	857.15
5.00	5YR W/ACCIDENTAL DAM	01 -5-31-09-010	578.00	2,890.00
5.00	HW KEY SUPPLEMENTAL	01 -5-31-09-010	4.38	21.90
5.00	P25 9600 BAUD TRUNKI	01 -5-31-09-010	240.90	1,204.50
5.00	SMARTZONE OPERATION	01 -5-31-09-010	963.60	4,818.00
5.00	ASTRO DIGITAL CAI OP	01 -5-31-09-010	413.91	2,069.55
5.00	CHARGER	01 -5-31-09-010	127.17	635.85
5.00	REMOTE SPEAKER MICRO	01 -5-31-09-010	106.92	534.60
5.00	BATTERIES	01 -5-31-09-010	126.47	632.35

P.O.# 09-34631 TRANS# 1187114393 DATE 12/27/23
 NEW PORTABLE RADIOS
 5 APX6000 700/800 MODEL 2.5 PORTABLE \$13,121.75
 5 DEVICE PROGRAMMING \$857.15
 5 5YR W/ACCIDENTAL DAMAGE \$2,890.00
 5 HW KAY SUPPLEMENTAL DATA \$21.90
 5 P25 96 BAUD TRUNKING \$1,204.50
 5 SMARTZONE OPERATION \$4,818.00
 5 DIGITAL CAI OPERATION \$2069.55
 5 CHARGER \$635.85
 5 REMOTE SPEAKER MICROPHONE \$534.60
 5 BATTERIES \$632.35
 TRANSACTION TOTAL \$26,785.65 DUE DATE 1/26/2024

RECEIVED
JAN 21 2024
FINANCE

*** TOTAL *** 26,785.65

ORDERED BY: CLARISBEL LOPEZ

APPROVED BY: CHRISTOPHER ROBIN

6.31.09.010



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 1187114393	Transaction Date 27-DEC-2023	Transaction Total 26,785.65 USD	
P.O. Number 09-34631	P.O. Date 18-APR-2023	Customer Account No 1011366136	
Payment Terms Net Due in 30 Days			Payment Due Date 26-JAN-2024

Visit our website at www.motorolasolutions.com

Bill To Address GROVES POLICE DEPT, CITY OF ATTN: Accounts Payable P O BOX 846 GROVES TX 77619 United States	Ship To Address GROVES POLICE DEPT, CITY OF GROVE, CITY OF 3947 LINCOLN AVE GROVES TX 77619 United States
--	---

IMPORTANT INFORMATION	For all invoice payment inquiries contact AccountsReceivable@motorolasolutions.com Telephone: 800-247-2346 Fax: +1(631)883-4238
Sales Order(s): 3202947122	

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	5	2,624.35	13,121.75
2	LSV00Q00202A	DEVICE PROGRAMMING	5	171.43	857.15
3	LSV01S00017A	ASTRO 5 YR W/ACCIDENTAL DAMAGE	5	578.00	2,890.00
4	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	4.38	21.90
5	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	240.90	1,204.50
6	H38BT	ADD: SMARTZONE OPERATION	5	963.60	4,818.00
7	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	413.91	2,069.55

RECEIVED
JAN 08 2024
FINANCE

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 1187114393	Customer Account No 1011366136	Payment Due Date 26-JAN-2024	Transaction Total 26,785.65 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	---	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

GROVES POLICE DEPT, CITY OF
ATTN: Accounts Payable
P O BOX 846
GROVES TX 77619
United States

Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:



Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 1187114393		Transaction Date 27-DEC-2023	
		Transaction Total 26,785.65 USD	
P.O. Number 09-34631		P.O. Date 18-APR-2023	Customer Account No 1011366136
Payment Terms Net Due in 30 Days			Payment Due Date 26-JAN-2024

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
8	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	5	127.17	635.85
9	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	5	106.92	534.60
10	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	5	126.47	632.35
				USD Subtotal	26,785.65
				USD Total Tax	0.00
				USD Total	26,785.65
				USD Amount Due	26,785.65



*



P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-36399

01/09/2024

ISSUED TO: VENDOR #: 01-440110
REPUBLIC SERVICES INC
P.O. BOX 78829
PHOENIX, AZ 85062-8829

SHIP TO:
City of Groves Public Works
4925 McKinley Street
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	CONTAINER SERVICE CONTAINER SERVICE	05 -5-55-05-050	8,847.79	8,847.79

RECEIVED
JAN 11 2024
FINANCE

*** TOTAL *** 8,847.79

ORDERED BY: NICHOLAS POTTER

APPROVED BY: TROY W. FOXWORTH

32243
09-36399

3 Re-Revised invoice



6425 Highway 347
Beaumont TX 77705
Customer Service (409) 724-2371
RepublicServices.com/Support

Account Number ~~3-0862-9486204~~
Invoice Number 0862-001153084
Invoice Date December 26, 2023
Past Due on 12/26/23 \$17,278.80
Payments/Adjustments \$0.00
Current Invoice Charges \$8,847.79

Important Information
It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Total Amount Due \$8,847.79	Payment Due Date Past Due
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CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Act Once Hair Studio 3710 Lincoln Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Advanced Fiberglass 6171 Hansen Blvd PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Air Solutions 4748 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Alpha Bitz Early Learning 6900 39th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Bg Trucking 6249 Gulfway Dr PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Cacique Rebeca J 3048 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88

Past Due	30 Days \$8,609.70	60 Days \$8,669.10	90+ Days \$0.00
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6425 Highway 347
Beaumont TX 77705

Please Return This
Portion With Payment

Total Amount Due \$8,847.79
Payment Due Date Past Due
Account Number 3-0862-9486201
Invoice Number 0862-001153084

Total Enclosed

Return Service Requested

For Billing Address Changes,
Check Box and Complete Reverse

Make Checks Payable To:

GROVES COMMERCIAL
MICHAEL TENTRUP
3947 LINCOLN AVE
GROVES TX 77619-4604

REPUBLIC SERVICES #862
PO BOX 78829
PHOENIX AZ 85062-8829



UNDERSTANDING YOUR BILL

Visit RepublicServices.com/MyBill

UNDERSTANDING OUR RATES, CHARGES, AND FEES

Visit Republicservices.com/customer-support/fee-disclosures

Responsible Party

All waste services are managed, performed, and billed for by individual operating subsidiaries of Republic Services, Inc. Republic Services, Inc. itself does not perform any waste services, nor does it contract for such services. The operating entity providing your waste service is identified on your invoice. Accordingly, all obligations to you, including providing quality service and billing you for service, rests with the operating entity identified on your invoice.

Residential Customers

If you are a residential customer receiving service without a signed customer service agreement, your service is subject to and governed by the Service Terms for Residential Customers located at Republicservices.com/customer-support/residential-service-terms, which include a **CLASS ACTION WAIVER** and **ARBITRATION CLAUSE**, and our right to charge you a container removal fee upon termination of service, among other terms. These terms are subject to change so please review them upon receipt of your invoice. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice. Please note that some or all of the Service Terms for Residential Customers may not apply if your services are subject to terms mandated by a governmental entity in your locality.

Check Processing

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. When we make an electronic transfer, funds may be withdrawn from your account the same day we receive your payment or check and you will not receive your check back from your financial institution.

Cancellation & Payment Policy

Unless prohibited by applicable law, regulation, or franchise or other agreement: (1) we reserve the right to require that payment for services be made only by check, credit card or money order; and (2) if service is canceled during a billing cycle, you will remain responsible for all charges, fees and taxes through the end of the billing cycle. You will not be entitled to proration of billing or a refund for the period between the notice of termination and the end of the current billing cycle.

Understanding Our Rates, Charges and Fees

If you are receiving service without a signed customer service agreement, please visit RepublicServices.com/Fees to review the financial terms and conditions relating to your service. If you are receiving service pursuant to a written contract, but have questions relating to any charges or fees, RepublicServices.com/Fees provides a detailed description of our most common charges and fees. If you do not have access to a computer, you may request that a copy be mailed to you by calling Customer Service at the number on the front of this invoice.

Please fill out the form below if your billing address has changed and return this portion of your statement to us using the envelope enclosed. Thank you!

BILLING ADDRESS CHANGE

Address		
City	State	Zip Code
Phone	Alternate Phone	



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

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3-0862-9486201
0862-001153084
December 26, 2023

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Castillo Enrique 6099 Smith PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Christian Church 5505 25th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Christina Touch 3320 Twin City Hwy PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Dabel Family Dentistry 4048 Lincoln Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Davis, Bryan & Stacy 6000 Terrell St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 2 Lifts Per Week Pickup Service 12/01-12/31			\$167.52	\$167.52
Drago Westend Hardware 5110 Twin City Hwy PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Lock Replacement 12/01-12/31 Pickup Service 12/01-12/31		1.0000	\$7.50 \$125.63	\$7.50 \$125.63
Dumesnil Maria H 3848 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$125.63	\$125.63
Electrical Solutions 4400 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Groves Middle School 5201 Wilson St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 2 Waste Container 8 Cu Yd, 6 Lifts Per Week Pickup Service 12/01-12/31			\$251.27	\$251.27
Groves Plumbing 2449 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 4 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$83.75	\$83.75
Groves Red Apple 6286 32nd St PO MICHAEL TENTRUP Groves, TX Contract: 9486201 Groves Commercial (C2)				



6425 Highway 347
Beaumont TX 77705

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Invoice Number
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0862-001153084
December 26, 2023

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
1 Waste Container 4 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31		1.0000	\$81.71	\$81.71
Groves Vet Clinic 5998 39th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$125.63	\$125.63
Gtfcu 5211 E Parkway St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Hanson Brady 3548 E Parkway St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Waste/Recycling Overage 11/28 Lock Replacement 12/01-12/31 Pickup Service 12/01-12/31		1.0000 1.0000	\$46.13 \$7.50 \$125.63	\$46.13 \$7.50 \$125.63
Hendons Car Wash 08 3740 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$125.63	\$125.63
Jeffeco Pumbing 2731 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
Kids Harbor Learning Center 3601 Main PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 4 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$83.75	\$83.75
Knights Of Columbus 3749 Lincoln Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 6 Cu Yd, 2 Lifts Per Week Lock Replacement 12/01-12/31 Pickup Service 12/01-12/31			\$7.50 \$167.52	\$7.50 \$167.52
Lopez Ramon C 5649 Gulfway Dr PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 2 Cu Yd, 1 Lift Per Week Pickup Service 12/01-12/31			\$41.88	\$41.88
P&P Rentals And Supply 5225 39th St PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 4 Cu Yd, 1 Lift Per Week Lock Replacement 12/01-12/31 Pickup Service 12/01-12/31		1.0000	\$7.50 \$83.75	\$7.50 \$83.75
Pham Nga Ngoc 2200 Main Ave PO MICHAEL Groves, TX Contract: 9486201 Groves Commercial (C2) 1 Waste Container 4 Cu Yd, 1 Lift Per Week				



6425 Highway 347
Beaumont TX 77705

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3-0862-9486201
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December 26, 2023

CURRENT INVOICE CHARGES

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Pickup Service 12/01-12/31			\$83.75	\$83.75
Phillips Florist 5235 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Realty Homestead 6255 Warren St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$125.63	\$125.63
Rentals P&P 2807 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Roussell Clement, Mdpa 6265 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Tammie Pitre 3900 Pure Atlantic Rd PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$83.75	\$83.75
Sandgod Mahendrasinh G 2831 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Seitz Emily 3522 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Senior Citizens Center 5649 W Washington St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$83.75	\$83.75
Sturdivant, Tommy 4010 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Superior Abatement 3500 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Superior Group 3166 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				



6425 Highway 347
 Beaumont TX 77705

Account Number
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 Invoice Date

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3-0862-9486201
 0862-001153084
 December 26, 2023

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 12/01-12/31			\$83.75	\$83.75
The Donut Shop 5100 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
The Mission's Attic 3300 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$83.75	\$83.75
Traingle Pawn #4 3400 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Twin City Front End 2548 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Van Buren Elementary 6400 Van Buren St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 8 Cu Yd, 3 Lifts Per Week				
Pickup Service 12/01-12/31			\$334.63	\$334.63
Groves National Little League 5105 Grant PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Groves Water Plant 5020 Wilson PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Stephen Merchantel 5130 Twin City Hwy PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Top Line Electric 3050 E Parkway St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$125.63	\$125.63
Hwy 73 Auto Detail 6149 32nd St St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$83.75	\$83.75
Acadian Ambulance Services 2946 Franklin St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

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3-0862-9486201
0862-001153084
December 26, 2023

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 12/01-12/31			\$41.88	\$41.88
Jefferson Co Pony League 5800 W Washington PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$125.63	\$125.63
Hpt Paint Collision Preformanc 5321 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Texas Proud H2o 6169 32nd St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 01/01-01/31			\$83.75	\$83.75
Pizza Artista 3814 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 8 Cu Yd, 2 Lifts Per Week				
Pickup Service 12/01-12/31			\$223.08	\$223.08
B&B Mini Mart 6850 25th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$125.63	\$125.63
Starbucks-Groves 5100 W Parkway St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 8 Cu Yd, 4 Lifts Per Week				
Pickup Service 12/01-12/31			\$446.17	\$446.17
Rpm Trucking 2611 Main Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 01/01-01/31			\$41.88	\$41.88
Advannova 4500 Main Ave PO EARLINE WRIGHT				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$83.75	\$83.75
Chick-Fil-A 5100 W Parkway St PO Michael Tentrup				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
2 Waste Container 8 Cu Yd, 12 Lifts Per Week				
Pickup Service 12/01-12/31			\$1,338.50	\$1,338.50
Well- Med 5301 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$83.75	\$83.75
Sundara Coffee And Cafe 4000 Lincoln Ave PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 3 Cu Yd, 1 Lift Per Week				



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

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3-0862-9486201
0862-001153084
December 26, 2023

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Pickup Service 01/01-01/31			\$62.82	\$62.82
Steven Dahl 5901 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$83.75	\$83.75
Dressin Up 4242 Lincoln Ave PO MIKE TENTRUP				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Jami's Snack Shack 6050 39th St PO MICHAEL				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Groves Intermediate School _ F 5840 W Jefferson Blvd PO Jackie Havard				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
2 Waste Container 8 Cu Yd, 6 Lifts Per Week				
Pickup Service 12/01-12/31			\$669.26	\$669.26
Prosurve Technical Services 2929 W Parkway St PO Chad Cassia				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$41.88	\$41.88
Groves Primary School 3901 Cleveland Ave PO Jackie Havard				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
2 Waste Container 8 Cu Yd, 10 Lifts Per Week				
Pickup Service 01/01-01/31			\$1,115.42	\$1,115.42
Williams Air Conditioning 4401 Lincoln Ave PO WILLIAMS AC				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 8 Cu Yd, 2 Lifts Per Week				
Pickup Service 12/01-12/31			\$223.08	\$223.08
Sylvias Tacos 3303 Taft Ave PO WILLIAMS AC				
Groves, TX Contract: 9486201 Groves Commercial (C2)				
1 Waste Container 4 Cu Yd, 1 Lift Per Week				
Waste/Recycling Overage 12/19		1.0000	\$46.13	\$46.13
Pickup Service 12/14-12/31		1.0000	\$83.75	\$49.56
CURRENT INVOICE CHARGES, Due by January 15, 2024				\$8,847.79

PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: January 12, 2024
 TO: Kevin Carruth

P.O. NUMBER: 09-36420
 FROM: Coby Doucet

Purchase Recommendation				
Recommended Company: Republic Services (32264)				
Items to be Purchased: Sludge Disposal				
CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-54-05-170	Sludge Disposal December	1	\$8,941.84	\$8,941.84
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<i>* Note: Purchases greater than \$5000.00 Require Council approval before ordering!</i>				\$8,941.84

REASONS FOR PURCHASE:

SLUDGE HAULED FROM WWTP TO LANDFILL FOR DISPOSAL December

RECEIVED

JAN 17 2024

QUOTES		FINANCE
	COMPANY NAME	COST
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Approved by:
 (PW Director)

Date: 1-16-2024

Approved by: _____
 (City Manager)

Date: _____

Date Council Approved _____



6425 Highway 347
 Beaumont TX 77705
 Customer Service (409) 724-2371
 RepublicServices.com/Support

Account Number 3-0862-1266188
 Invoice Number 0862-001154144
 Invoice Date December 31, 2023
 Past Due on 12/31/23 \$10,030.85
 Payments/Adjustments -\$6,975.55
 Current Invoice Charges \$8,941.84

Important Information

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Total Amount Due \$11,997.14	Payment Due Date Past Due
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PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 12/08	77515	-\$6,975.55

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Groves Water Reclaim Ctr>fel 4925 Mckinley Ave CSA SAG052501 Groves, TX				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 12/01-12/31			\$139.17	\$139.17
Fuel Recovery Fee				\$30.10
Location Total				\$169.27
Groves Water Reclaim Ctr>fel 1222 Taft Ave CSA S034997R01 Port Arthur, TX				
2 Waste Container 2 Cu Yd, 2 Lifts Per Week				
Pickup Service 12/01-12/31			\$233.47	\$233.47
Fuel Recovery Fee				\$50.50
Location Total				\$283.97
Groves Water Reclaim Ctr>rol 1222 Taft Ave PO Robert Harding Port Arthur, TX				
1 Waste Container 20 Cu Yd, 5 Lifts Per Week Special Waste				
Pickup Service 11/28		1.0000	\$348.95	\$348.95
St 134213 M 2582357 Wt 4440456				
Pickup Service 11/29		1.0000	\$348.95	\$348.95
St 134217 M 2582358 Wt 440548				
Pickup Service 11/30		1.0000	\$348.95	\$348.95
St 134221 M 2582359 Wt 440794				
Pickup Service 12/01		1.0000	\$348.95	\$348.95
St 134225 M 2582360 Wt 440855				
Pickup Service 12/04		1.0000	\$348.95	\$348.95
St 122993 M 2582361 Wt 440910				

RECEIVED
 JAN 08 2024
 FINANCE

Past Due	30 Days \$3,055.30	60 Days \$0.00	90+ Days \$0.00
-----------------	------------------------------	--------------------------	---------------------------



6425 Highway 347
 Beaumont TX 77705

Please Return This
 Portion With Payment

Total Amount Due	\$11,997.14
Payment Due Date	Past Due
Account Number	3-0862-1266188
Invoice Number	0862-001154144

Total Enclosed

Return Service Requested



00023109
 9112
 CITY OF GROVES ATTN A/P
 GULF COAST WATER RECLAIM CTR
 3947 LINCOLN AVE
 GROVES TX 77619-4604

Make Checks Payable To:



REPUBLIC SERVICES #862
 PO BOX 78829
 PHOENIX AZ 85062-8829



6425 Highway 347
Beaumont TX 77705

Account Number
Invoice Number
Invoice Date

3-0862-1266188
0862-001154144
December 31, 2023

CURRENT INVOICE CHARGES

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Pickup Service 12/05		1.0000	\$348.95	\$348.95
St 127302 M 2717894 Wt 440996				
Pickup Service 12/06		1.0000	\$348.95	\$348.95
St 134920 M 2717893 Wt 441207				
Pickup Service 12/07		1.0000	\$348.95	\$348.95
St 134923 M 2717892 Wt 441459				
Pickup Service 12/08		1.0000	\$348.95	\$348.95
St 134929 M 2717891 Wt 441688				
Pickup Service 12/11		1.0000	\$348.95	\$348.95
St 134934 M 2717890 Wt 441965				
Pickup Service 12/12		1.0000	\$348.95	\$348.95
St 134938 M 2717889 Wt 442243				
Pickup Service 12/13		1.0000	\$348.95	\$348.95
St 127311 M 2717888 Wt 442426				
Pickup Service 12/14		1.0000	\$348.95	\$348.95
St 127315 M 2717887 Wt 442599				
Pickup Service 12/15		1.0000	\$348.95	\$348.95
St 127320 M 2717886 Wt 442796				
Pickup Service 12/18		1.0000	\$348.95	\$348.95
St 127324 M 2717885 Wt 442960				
Pickup Service 12/19		1.0000	\$348.95	\$348.95
St 130607 M 2717884 Wt 443167				
Pickup Service 12/20		1.0000	\$348.95	\$348.95
St 129863 M 2717883 Wt 443381				
Pickup Service 12/21		1.0000	\$348.95	\$348.95
St 129868 M 2717882 Wt 443528				
Pickup Service 12/22		1.0000	\$348.95	\$348.95
St 127333 M 2717881 Wt 443722				
Pickup Service 12/27		1.0000	\$348.95	\$348.95
St 130341m 2717880 Wt 443978				
Fuel Recovery Fee				\$1,509.60
Location Total				\$8,488.60
Total Fuel Recovery Fee				\$1,590.20
CURRENT INVOICE CHARGES, Due by January 20, 2024				\$8,941.84



P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-36350

01/02/2024

ISSUED TO: VEND #: 01-20046
VULCAN CONSTRUCTION MATERIALS, LP
PO BOX 849131

DALLAS, TX 75284-9131

SHIP TO:
City of Groves City Hall
3947 Lincoln Avenue
Groves, TX 77619
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	A-1 LIMESTONE BASE A-1 LIMESTONE BASE FOR STOCK - STREET REPAIRS & UTILITIES REPAIRS	01 -5-44-05-100 STREET MATERIALS	5,038.24	5,038.24

PAID
JAN 05 2024
FINANCE

*** TOTAL *** 5,038.24

ORDERED BY: J BREAUX

APPROVED BY: TROY W. FOXWORTH



City of Groves

INVOICE

SHIP TO:

City Stockpile
4925 McKinley Ave
City Stockpile
4925 McKinley Ave
GROVES, TX 77619

SOLD TO:

CITY OF GROVES
PO BOX 846
GROVES TX 77619-0846

#89-36350
32207

CUSTOMER NO: 90758-209715
INVOICE NO: 62717858
INVOICE DATE: 12/19/2023
INVOICE AMT: 5,038.24
ORDER: 508474
DUE DATE: 01/15/2024

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Vulcan Construction Materials, LLC
PO Box 849131
Dallas, TX 75284-9131, US
Phone: 1-800-777-8752 or
help@vmcmail.com

TOTAL QUANTITY: 97.02		TOTAL LOADS: 5.00	
SALES REP: 13561 Garrett Elbert		SALES TAX: 0.00	
INVOICE # 62717858		TOTAL PRODUCT: 4,365.90	
INVOICE DATE 12/19/2023		TOTAL FREIGHT: 672.34	
CUSTOMER NUMBER 90758-209715		TOTAL OTHER: 0.00	
PERCENT: 5.00		PAY THIS AMOUNT: \$5,038.24	
TAXES: Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TERMS: NET15THPROX - Payable in full by the 15th of each month following month of shipment	
TOTAL QUANTITY: 97.02		TOTAL PRODUCT: 4,365.90	
TOTAL LOADS: 5.00		TOTAL FREIGHT: 672.34	
TOTAL OTHER: 0.00		TOTAL OTHER: 0.00	

SALES REP	PO NUMBER	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
13561 Garrett Elbert	joey			TE	NET15THPROX - Payable in full by the 15th of each month following month of shipment
INVOICE #	INVOICE DATE	VEHICLE	CUSTOMER NUMBER	LOCATION	ORDER
62717858	12/19/2023	TRUX36749	90758-209715	6726-141	BEAUMONT - ALANZA SALES YARD
INVOICE #	INVOICE DATE	VEHICLE	CUSTOMER NUMBER	LOCATION	ORDER
62717858	12/19/2023	TRUX36749	90758-209715	6726-141	BEAUMONT - ALANZA SALES YARD
INVOICE #	INVOICE DATE	VEHICLE	CUSTOMER NUMBER	LOCATION	ORDER
62717858	12/19/2023	TRUX36749	90758-209715	6726-141	BEAUMONT - ALANZA SALES YARD
INVOICE #	INVOICE DATE	VEHICLE	CUSTOMER NUMBER	LOCATION	ORDER
62717858	12/19/2023	TRUX36749	90758-209715	6726-141	BEAUMONT - ALANZA SALES YARD
INVOICE #	INVOICE DATE	VEHICLE	CUSTOMER NUMBER	LOCATION	ORDER
62717858	12/19/2023	TRUX36749	90758-209715	6726-141	BEAUMONT - ALANZA SALES YARD

SHIP DATE		TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	PRODUCT		FREIGHT		ADDED CHARGES		AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT	
12/13/2023	69014678	TRUX36749	TRI STR	1586P166	TxDOT Ty A Gr 1-2 Base	T	19.45	45.00	T	19.45	6.93	1,010.04	
	69014681	TRUX36749	TRI STR	1586P166	TxDOT Ty A Gr 1-2 Base	T	19.68	45.00	T	19.68	6.93	1,021.98	
	69014686	TRUX36749	TRI STR	1586P166	TxDOT Ty A Gr 1-2 Base	T	19.29	45.00	T	19.29	6.93	1,001.73	
	69014691	TRUX36749	TRI STR	1586P166	TxDOT Ty A Gr 1-2 Base	T	19.23	45.00	T	19.23	6.93	998.61	
	69014697	TRUX36749	TRI STR	1586P166	TxDOT Ty A Gr 1-2 Base	T	19.37	45.00	T	19.37	6.93	1,005.88	

RECEIVED
JAN 02 2024
FINANCE

PAID
JAN 05 2024
FINANCE

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Any freight charges stated, if applicable, are billed on behalf of the common carrier in accordance with our billing services agreement with the common carrier VULCAN MATERIALS COMPANY AND SUBSIDIARIES, VULCAN CONSTRUCTION MATERIALS, LLC



Vulcan Materials Company

Vulcan Construction Materials, LLC
BEAUMONT - ALANZA SALES YARD
1399 CARROLL STREET
BEAUMONT, TX 77701

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE: Joey		4099605703	
DATE 12/13/2023	TIME 12:14PM	PLANT 6726-141 BEAUMONT - ALANZA SALES YARD	Ticket No 69014697		
Kit Fea					

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 209715 CK#		CITY OF GROVES		CUSTOMER PURCHASE ORDER: joey		GOVT CONTRACT:	
ORDER: 508474		City Stockpile 4925 McKinley Ave		PAID JAN 05 2024		DELIVERED Dispatch: 523174	
DESTINATION: TRUX9045421		City Stockpile 4925 McKinley Ave 4925 McKinley Ave		FINANCE		ZONE/MILES	
PRODUCT: 1586P166		TxDOT Ty A Gr 1-2 Base					
COMMENTS: call							
TRUCK TRUX36749		(ST4177) ST BEAUMONT LEASE		CARRIER ST4177		Eskie Transport LLC	
LICENSE 40015N1		TRIAx DUMP		TRAILER ID NO		TRAILER ID NO	
FREIGHT TYPE L		AXLES 0		TARE DATE 12/07/2023		TARE EXPIRE 01/06/2024	
GROSS LBS (Scale 1)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT	
64,420	25,680 *	38,740	19.37	97.02	5	65,625	
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT	
29,220	11,648	17,572	17.57	88.02	12:00 am	12:14PM	
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE				
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL		
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME		

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

* P. T.

Vulcan Materials Company

Vulcan Construction Materials, LLC
BEAUMONT - ALANZA SALES YARD
1399 CARROLL STREET
BEAUMONT, TX 77701

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE: Joey 4099605703	
DATE 12/13/2023	TIME 11:04AM	PLANT 6726-141 BEAUMONT - ALANZA SALES YARD	Ticket No 69014691
Kit Fea			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: joey		GOVT CONTRACT:		
ORDER: 508474	City Stockpile 4925 McKinley Ave	PAID JAN 05 2024 FINANCE		DELIVERED Dispatch: 523174		
DESTINATION: TRUX9045421	City Stockpile 4925 McKinley Ave 4925 McKinley Ave			ZONE/MILES		
PRODUCT: 1586P166	TxDOT Ty A Gr 1-2 Base					
COMMENTS: call						
TRUCK LICENSE FREIGHT TYPE L	TRUX36749 40015N1 L	(ST4177) ST BEAUMONT LEASE TRIAx DUMP AXLES 0	CARRIER TRAILER ID NO TARE DATE	ST4177 Eskie Transport LLC TRAILER ID NO 12/07/2023	TARE EXPIRE 01/06/2024	
GROSS LBS (Scale 1)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT
64,140	25,680 *	38,460	19.23	77.65	4	65,625
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT
29,093	11,648	17,445	17.45	70.44	12:00 am	11:04AM
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE			
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME	

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

* P. T.

Vulcan Materials Company

Vulcan Construction Materials, LLC
BEAUMONT - ALANZA SALES YARD
1399 CARROLL STREET
BEAUMONT, TX 77701

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE: Joey		4099605703
DATE 12/13/2023	TIME 9:56AM	PLANT 6726-141 BEAUMONT - ALANZA SALES YARD	Ticket No 69014686	
Kit Fea				

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: joey		GOVT CONTRACT:		
ORDER: 508474	City Stockpile 4925 McKinley Ave	PAID JAN 05 2024 FINANCE		DELIVERED Dispatch: 523174		
DESTINATION: TRUX9045421	City Stockpile 4925 McKinley Ave 4925 McKinley Ave			ZONE/MILES		
PRODUCT: 1586P166	TxDOT Ty A Gr 1-2 Base					
COMMENTS: call						
TRUCK LICENSE FREIGHT TYPE L	TRUX36749 40015N1 L	(ST4177) ST BEAUMONT LEASE TRIAx DUMP AXLES 0	CARRIER TRAILER ID NO TARE DATE	ST4177 Eskie Transport LLC TRAILER ID NO 12/07/2023	TARE EXPIRE 01/06/2024	
GROSS LBS (Scale 1)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT
64,260	25,680 *	38,580	19.29	58.42	3	65,625
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT
29,148	11,648	17,500	17.50	53.00	12:00 am	9:56AM
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE			
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME	

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* P. T.



Vulcan Construction Materials, LLC
 BEAUMONT - ALANZA SALES YARD
 1399 CARROLL STREET
 BEAUMONT, TX 77701

DANGER



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PELIGRO



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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE: Joey		4099605703	
DATE 12/13/2023	TIME 8:50AM	PLANT 6726-141 BEAUMONT - ALANZA SALES YARD	Ticket No 69014681		
Kit Fea					

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 209715 CK# CITY OF GROVES		CUSTOMER PURCHASE ORDER: joey		GOVT CONTRACT:	
ORDER: 508474	City Stockpile 4925 McKinley Ave		PAID JAN 05 2024 FINANCE		DELIVERED Dispatch: 523174
DESTINATION: TRUX9045421	City Stockpile 4925 McKinley Ave 4925 McKinley Ave				ZONE/MILES
PRODUCT: 1586P166	TxDOT Ty A Gr 1-2 Base				
COMMENTS: call					
TRUCK LICENSE FREIGHT TYPE L	TRUX36749 40015N1 L	(ST4177) ST BEAUMONT LEASE TRIAx DUMP AXLES 0	CARRIER TRAILER ID NO TARE DATE	ST4177 Eskie Transport LLC TRAILER ID NO 12/07/2023	TARE EXPIRE 01/06/2024
GROSS LBS (Scale 1)	TARE LBS (Scale 0)	NET LBS	TONS	TONS TODAY	LOADS TODAY
65,040	25,680 *	39,360	19.68	39.13	2
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
29,502	11,648	17,853	17.85	35.50	12:00 am
GROSS LEGAL WT					OUT OF PLANT
65,625					8:50AM
CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE		
TOTAL	MATERIAL	HAUL	TAX	OTHER CHARGES	COD TOTAL
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

* P. T.



Vulcan Construction Materials, LLC
 BEAUMONT - ALANZA SALES YARD
 1399 CARROLL STREET
 BEAUMONT, TX 77701

DANGER



PELIGRO

Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la informacion de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completamente leida y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor informacion sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una version de SDS electronica esta disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424


RECEIVED BY:		CUSTOMER/CONSIGNEE:	
<input checked="" type="checkbox"/> DRIVER		Joey	4099605703
DATE 12/13/2023	TIME 7:32AM	PLANT 6726-141 BEAUMONT - ALANZA SALES YARD	Ticket No 69014678
Kit Fea			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 209715 CK#		CUSTOMER PURCHASE ORDER:		GOVT CONTRACT:	
CITY OF GROVES		joey			
ORDER: 508474		City Stockpile 4925 McKinley Ave		DELIVERED Dispatch: 523174	
DESTINATION: TRUX9045421		City Stockpile 4925 McKinley Ave 4925 McKinley Ave		ZONE/MILES	
PRODUCT: 1586P166		TxDOT Ty A Gr 1-2 Base			
COMMENTS: call					
TRUCK LICENSE: TRUX36749 40015N1		(ST4177) ST BEAUMONT LEASE TRIAx DUMP AXLES 0		CARRIER: ST4177 Eskie Transport LLC TRAILER ID NO: TARE DATE: 12/07/2023 TARE EXPIRE: 01/06/2024	
GROSS LBS (Scale 1) 64,580		TARE LBS (Scale 0) 25,680 *		NET LBS 38,900	
GROSS KG 29,293		TARE KG 11,648		NET KG 17,645	
				OTHER CHARGE	
CASH SALE PER TON		MATERIAL		HAUL	
TOTAL		MATERIAL		HAUL	
FREIGHT TIME REPORT		ARRIVE JOB		START UNLOAD	
				FINISH UNLOAD	
				JOB TIME	
				DELAY TIME	

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