

# CITY OF GROVES

## **Notice of Regular Meeting of the City Council**

**City Council Chamber  
July 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. Deliberate and act to approve the minutes of the July 15, 2024 City Council Meeting.**
- V. Deliberate and act to approve the minutes of the July 23, 2024 Special Meeting.**
- VI. Reports/Citizen Comments:**
  - a) Hear presentation of Texas Municipal League Intergovernmental Risk Pool R.O.A.D. ready completion certificate to the Public Works Department.
- VII. Mayor:**
  - a) Deliberate and act on the appointment of a Selection Review Committee for responses to the 2025-2026 Texas Community Development Block Grant request for proposals for professional administration services.
  - b) Deliberate and act on the appointment of a Selection Review Committee for responses to the Community Development Block Grant-Mitigation Resilient Communities Program request for proposals for professional administrative services.
  - c) Deliberate and act to approve to re-designate Ordinance 2024-05 regarding a Specific Use Permit for Gaming Machines at 5130 Twin City Highway to Ordinance number 2024-17.
- VIII. City Attorney:**
  - a) Deliberate and act to approve the contract for a rebate agreement with the developer of Indian Springs for Phase III.
  - b) Deliberate and act to approve ordinance 2024-09 of the City of Groves, Texas dedicating and accepting certain infrastructure in Indian Springs phases I & II as agreed on November 23, 2020 in the contract with developer, Indian Springs ACH, LLC.
  - c) Deliberate and act to approve ordinance 2024-12 of the City of Groves, Texas dedicating and accepting certain infrastructure in Indian Springs Phase III as agreed on July 29, 2024 in the contract with developer, Indian Springs ACH, LLC.
- IX. City Manager:**
  - a) Invoices.
- X. Councilmember Comments:**
- XI. Adjourn.**

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Manager Agenda Item No. 4

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the minutes of the July 15, 2024 City Council Meeting.

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

Submitted to City Manager's Office on: Date: 7/22/24 Time: 2:00 p.m. By: C. THIBODEAUX

Explanation of Item: \_\_\_\_\_

Deadline for Approval: Immediately.

Staff Recommendation: Approval of minutes, as presented.

Alternative (if any) for consideration: \_\_\_\_\_

Identify any attachments to this document: July 15, 2024 City Council Minutes.

Minutes.

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

Ordinance – Number \_\_\_\_\_ Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved: [Signature] Date: 7/24/24  
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 \_\_\_\_\_

A regular meeting of the Groves City Council was held July 15, 2024, in the Groves City Council Chamber with Mayor Chris Borne, Mayor Pro Tem Mark McAdams, Councilmember Paul Oliver, Councilmember Pete Konidis, and Councilmember Rhonda Dugas in attendance. Mayor Borne called the meeting to order and welcomed the attendees. A representative from VFW 4820 then led the prayer and pledge of allegiance.

**DELIBERATE AND ACT TO APPROVE THE MINUTES OF THE JULY 1, 2024, CITY COUNCIL MEETING:** Councilmember Oliver moved to approve the minutes of the July 1, 2024, City Council meeting as written and Mayor Pro Tem McAdams seconded. Mayor Borne asked for questions or comments and there were none. Motion passed unanimously.

**RECEIVE THE MINUTES OF THE JULY 8, 2024, PLANNING AND ZONING MEETING:** Mayor Borne stated that all of Council has received the minutes from the July 8, 2024, Planning and Zoning Meeting.

Mayor Borne then asked for reports and Mr. Ken Lofton from VFW 4820 gave a report on where VFW 4820 ended up on the year regarding community service. Mr. Lofton stated that last year they completed \$187,522 worth of community service and this year they completed \$196,000. Mr. Lofton also said that the goal is to increase by 2% each year. Mr. Lofton then informed Council that last year VFW 4820 interacted with the Civil Air Patrol, Eagle Scouts, Catholic Bible School, and made assisted living visits. Mr. Lofton also stated that when Veterans come to them for help they will trim trees, change light bulbs, or whatever else they need help with. Mr. Lofton also informed Council about the scholars' app and stand downs with Veteran's for Veteran's. There were no further reports.

Mayor Borne asked for citizen comments and there were none.

**DELIBERATE AND ACT ON APPROVAL OF A REPLAT OF 6265 WASHINGTON BLVD, AKA TRACT 9-A AND 9-B, 0.3328 ACRE OF LAND REPLAT ALL OF LT 9, BLOCK 19, THE GROVES, PECAN SUB-DIVISION:** Councilmember Dugas made a motion to deliberate and act on approval of a replat of 6265 Washington Blvd, AKA tract 9-A and 9-B, 0.3328 acre of land replat all of Lt 9, Block 19, The Groves, Pecan Sub-Division. Councilmember Konidis seconded. Building Official Don Pedraza stated that they are separating it into two lots instead of one. Councilmember Konidis informed Council that the two addresses will now be 6265 Washington and 6250 Capitol. Councilmember Konidis stated that he attended the Planning and Zoning meeting on July 8, 2024, and it appears that Mr. Robinson is in compliance with all

city ordinances and regulations. Mr. Pedraza stated that the new address on Capitol has both water and sewer. There were no further questions and the motion passed unanimously.

DELIBERATE AND ACT TO APPROVE ORDINANCE 2024-06, AMENDING THE CODE OF ORDINANCES BY REPEALING CHAPTER 7, "DROUGHT CONTINGENCY PLAN" IN ITS ENTIRETY, AND ENACTING IN ITS PLACE AN ORDINANCE ADOPTING A REVISED DROUGHT CONTINGENCY PLAN WHICH PROVIDES FOR CONTROLLING WATER USAGE DURING EMERGENCIES DEFINES AND AUTHORIZES PROHIBITION OF WATER WASTE AND OUTDOOR WATER USAGE: Councilmember Konidis made a motion to deliberate and act to approve ordinance 2024-06 and Mayor Pro Tem McAdams seconded. City Attorney Brandon P. Monk informed Council that it is a standard requirement to update the plan at least every 5 years and this year the plan was done by Soutex. Mr. Monk also informed Council that this is a state requirement. Councilmember Konidis asked for confirmation that this plan would be put into effect if there was a drought and City Attorney Brandon P. Monk stated that was correct. Councilmember Dugas then asked if this plan was put into action for the drought of 2010/2011, the freeze of 2021, and drought of 2022/2023. Mr. Gary Graham from Soutex stated that to the best of his knowledge the Drought Contingency Plan was not put into action during those times. Mr. Graham also stated that the only time the plan would be implemented is if The Lower Neches Valley Authority told the City that they needed to execute this plan. Councilmember Dugas then asked if the designee mentioned on page 39 would be the City Manager and Mr. Graham stated it should be. Mayor Borne asked City Attorney Brandon P. Monk if he needed to read the caption and Mr. Monk stated he did not. There were no further questions and the motion passed unanimously.

DELIBERATE AND ACT TO APPROVE ORDINANCE 2024-10, AMENDING ARTICLE II. – INSANITARY, UNSIGHTLY, ETC., CONDITIONS OF PRIVATE PREMISES SEC. 13-13. – SAME- GROWTH OR ACCUMULATION OF WEEDS, FALLEN TREES AND/OR TREE LIMBS, RUBBISH, ETC. OF THE CODE OF ORDINANCES: Councilmember Dugas made a motion to deliberate and act to approve ordinance 2024-10 and Mayor Pro Tem McAdams seconded. Councilmember Dugas asked if we are updating this ordinance due to complaints and City Attorney Brandon P. Monk stated that the issue here is to have more clarity for ensuring that citizens understand it includes the entire lot including easements and right of ways. There were no further questions and the motion passed unanimously.



DELIBERATE AND ACT ON ORDINANCE 2024-11 AUTHORIZING PARTICIPATION WITH OTHER ENTERGY SERVICE AREA CITIES IN MATTERS CONCERNING ENTERGY AT THE PUC AND THE HIRING OF LAWYERS AND RATE EXPERTS: Mayor Pro Tem McAdams made motion to deliberate and act on ordinance 2024-11 and Councilmember Oliver seconded. Mayor Borne asked City Attorney Brandon P. Monk if this is something we do every year and Mr. Monk stated that this is a yearly event to make sure that we can participate with rate council to negotiate the rates with Entergy. Mr. Monk also informed Council that Entergy pays the expense of this. There were no further questions and the motion passed unanimously.

DELIBERATE AND ACT TO APPROVE ORDINANCE 2024-13, AMENDING THE CODE OF ORDINANCES BY REPEALING ARTICLE VII. "WATER CONSERVATION", OF CHAPTER 27 "UTILITIES", ARTICLE VII, - WATER CONSERVATION AND ENACTING IN ITS PLACE AN ORDINANCE ADOPTING A REVISED WATER CONSERVATION PLAN WHICH PROVIDES FOR AVAILABILITY OF PLAN FOR INSPECTION: Mayor Pro Tem McAdams made a motion to deliberate and act to approve ordinance 2024-13 and Councilmember Konidis seconded. There were no questions and the motion passed unanimously.

INVOICES: City Clerk Clarissa Thibodeaux presented invoices for payment totaling \$48,087.01 as follows:

1. City of Port Arthur	Landfill sludge disposal May 2024 and June 2024.	\$10,660.00
2. Fuelman	Gas and diesel June 2024.	\$18,799.53
3. Reliable Transmission Service – Texas LLC	Replace transmission on Ford F750 Public Works Truck.	\$10,577.48
4. Zone Industries	New pump with eradicator for Public Works Dump Station.	\$8,050.00

Councilmember Dugas made a motion to approve the invoice list for July 15, 2024 and Councilmember Oliver seconded. Councilmember Konidis asked if the transmission replacement was an emergency situation and Public Works Director Troy Foxworth stated it was. Councilmember Konidis then asked about the pump

and Mr. Foxworth stated that was for the backup pump at the septic receiving station. Mayor Borne asked if we installed the transmission and Mr. Foxworth stated that Reliable Transmission Service installed it. Councilmember Oliver then asked if it was a rebuilt transmission and Mr. Foxworth stated it is a new transmission. There was no further questions and the motion passed unanimously.

Mayor Borne asked for Council comments and Councilmember Dugas stated that she was able to go to the grand opening at Doxie Coffee.

There being no further business, the meeting was adjourned at 5:27 p.m.

---

Mayor Borne

ATTEST:

---

City Clerk

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Manager Agenda Item No. 5

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the minutes of the July 23, 2024 Special Meeting.

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

Submitted to City Manager's Office on: Date: 7/24/24 Time: 2:00 p.m. By: C. THIBODEAUX

Explanation of Item: \_\_\_\_\_

Deadline for Approval: Immediately.

Staff Recommendation: Approval of minutes, as presented.

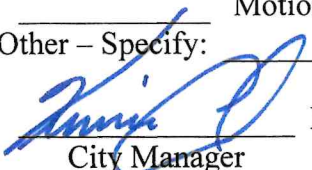
Alternative (if any) for consideration: \_\_\_\_\_

Identify any attachments to this document: July 23, 2024 Special Meeting Minutes.

Minutes.

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

Ordinance – Number \_\_\_\_\_ Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 07/24/24  
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 \_\_\_\_\_

A special meeting of the Groves City Council was held July 23, 2024 in the Groves City Council Chamber with Mayor Chris Borne, Mayor Pro Tem Mark McAdams, Councilmember Pete Konidis, Councilmember Rhonda Dugas in attendance. Councilmember Paul Oliver was not in attendance. Mayor Borne called the meeting to order and Councilmember Dugas then led the prayer and pledge of allegiance. Mayor Borne then welcomed the all attendees.

Mayor Borne also asked if there were any reports and there were none. Mayor Borne then asked for citizen comments and there were none.

RECEIVE FY 2024 - 2025 PROPOSED BUDGET FROM CITY MANAGER: City Manager Kevin Carruth stated that he has the proposed 2024 – 2025 City Budget. Mr. Carruth then informed Council that at this time Council is just receiving the budget and we will have a work shop next week to go over the budget in detail. Mr. Carruth then stated that if Council has any questions between now and then to please give him a call. Mr. Carruth then informed Council that there is a budget message in the front that recaps everything. Mr. Carruth then thanked summer intern Jacob McCutcheon for all of the work he put into reformatting the presentation of the budget.

DELIBERATE AND ACT TO SET THE DATE FOR A PUBLIC HEARING AT GROVES CITY HALL FOR THE PURPOSE TO REVIEW THE CITY OF GROVES' PROPOSED FY 2024 – 2025 APPROPRIATION ORDINANCE: Councilmember Konidis made a motion to deliberate and act to set the date for a Public Hearing at Groves City Hall for the purpose to review the City of Groves' Proposes FY 2024-2025 Appropriation Ordinance for August 5, 2024 at 5 p.m. and Councilmember Dugas seconded. Finance Director Lamar Ozley then informed Council that this Public Hearing is to comply with the Charter requirement. There were no further questions and the motion passed unanimously.

DELIBERATE AND ACT TO SET THE DATE FOR A PUBLIC HEARING AT GROVES CITY HALL FOR THE PURPOSE TO REVIEW THE CITY OF GROVES' PROPOSED FY 2024 – 2025 BUDGET: Mayor Pro Tem McAdams made a motion to deliberate and act to set the date for a Public Hearing at Groves City Hall for the purpose to review the City of Groves' Proposed FY 2024-2025 Budget scheduled August 5, 2024 at 5 p.m. and Councilmember Konidis seconded. Finance Director Lamar Ozley then informed Council that this Public Hearing is to comply with state law. There were no further questions and the motion passed unanimously.

Mayor Borne asked for Councilmember comments and Councilmember Dugas asked if there were going to be other workshops scheduled for the department heads to present their budgets to Council and City Manager Kevin Carruth stated that he will be presenting the budget to Council. Councilmember Dugas then asked if the July 31, 2024 workshop is the only one scheduled for the budget and Mr. Carruth stated that is the only one currently scheduled unless Council would like to add more. Councilmember Dugas stated that in previous years the City would have three or four workshops for the budget. City Manager Kevin Carruth then responded that going over the budget line item by line item is not the best use of Council's time. Mr. Carruth then reiterated to Council they have every right to look at every page of the budget and ask him any questions. Mr. Carruth then stated that the department heads brought him their budget requests and he told them yes or no to their requests. There were no further Councilmember comments.

Mayor Borne adjourned the meeting at 5:13 p.m.

ATTEST:

---

Mayor

---

City Clerk



**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Manager Agenda Item No. 7A

Title for Item (same as to be placed on Agenda): Deliberate and act on the appointment of a Selection Review Committee for responses to the 2025-2026 Texas Community Development Block Grant request for proposals for professional administration services.

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

Submitted to City Manager's Office on: Date: 7/24/24 Time: 11:49 a.m. By: C. THIBODEAUX

Explanation of Item: See attached memo.

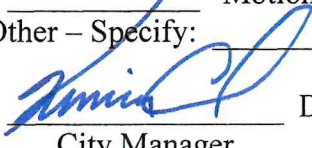
Deadline for Approval: Immediately.

Staff Recommendation: Staff recommends appointing the Mayor, Finance Director, and Public Works Director to serve as the Selection Review committee for the 2025-2026 TxCDBG for professional administration services.

Alternative (if any) for consideration: None. Required by procurement regulations.

Identify any attachments to this document: 7/24/24 Memo from City Manager; TxCDBG program review Minutes.

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

Signed:                                      Date:                      Approved:  Date: 07/25/24  
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

---

## MEMORANDUM

---

To: Mayor and City Council

From: Kevin Carruth, City Manager *KC*

Date: July 24, 2024

Re: Selection Review Committee for Responses to Request for  
Proposals for CDBG Professional Administration Services

---



The deadline for the FY 2024-2025 Community Development Block Grant Program is December 2024

The Committee:

1. Must include at least two people and there is no maximum number size of the committee; however, if the committee only includes two people all decisions must be unanimous; if the committee includes more than two people a majority is required for each action.
2. It is recommended that the Committee include at least one local official, such as a member of the City Council.
3. The Committee may also include other elected officials; employees of the locality; employees or officers of third-party public utilities served through this project; or other relevant persons.
4. Committee members may not have any actual or potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, related or unrelated business dealings) and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest.

I recommend the Selection Review Committee consist of the Mayor, Finance Director, and Public Works Director. Since I was employed last year by one of the likely respondents and would have a conflict of interest, I cannot serve on the Committee. Appointing more than two Council Members will make the Committee's meetings subject to the Open Meetings Act.

The accompanying program overview details the program. Please contact me if you have any questions.





## TxCDBG Program Overview

### History

The CDBG program is governed by [Title I of the Housing and Community Development Act of 1974](#) (the Act) and Federal regulations at [24 CFR 570, Subpart I](#). The introduction of the CDBG program in 1974 signaled a move away from individual categorized federal development assistance programs towards the block grant model, which gives communities broad latitude in using funds for a variety of development activities. The Omnibus Budget Reconciliation Act of 1981 authorized states to administer the CDBG programs.

### CDBG Objectives

The primary objective of the Community Development Block Grant program is to develop viable communities by providing decent housing and suitable living environments, and expanding economic opportunities principally for persons of low- to moderate-income.

To achieve these goals, the CDBG regulations outline the eligible activities and the National Objectives that each activity must meet. As a recipient of CDBG funds, the state is charged with ensuring that these HUD requirements are met. Specifically, the state is responsible for assuring the US Department of Housing and Urban Development that each project it funds meets one of three National Objectives: Benefit low-and moderate income persons; Aid in the prevention or elimination of slums or blight; or meet a need having a particular urgency, which represents an immediate threat to the health and safety of residents.

In line with the federal objectives, the state administers its CDBG programs according to the following goals: Improve public facilities to meet basic human needs, principally for low- and moderate-income persons. Improve housing conditions, principally for persons of low- and moderate-income. Expand economic opportunities by creating or retaining jobs, principally for low- and moderate-income persons. Provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

### Primary Beneficiaries

All projects funded through the CDBG program typically meet the first national objective (benefit low- and moderate-income persons) by benefiting at least 51 percent low- to moderate-income persons, which are defined as those who earn equal to or less than 80 percent of the area median family income figure (where the area is a metropolitan statistical area or a non-metropolitan county) or Earn equal to or less than less than 80 percent of the statewide non-metropolitan median family income figure, as defined under the US Department of Housing and Urban Development Section 8 Housing Assistance Program. For income eligibility in your area, please review the most recent Income Limits document.

Some projects funded through the CDBG program may meet the second national objective of aiding in the prevention or elimination of slum or blight while the remainder of CDBG projects will fall under the third national objective. The third national objective includes activities designed to meet community development needs having a particular urgency, which the CDBG Program applies to Disaster Relief and Urgent Need Fund projects.

### Program Administration

The state of Texas administers its CDBG programs in accordance to funding rules and regulations set by HUD. Each year, it submits an Action Plan for the next fiscal year. The Action Plan describes the methods that will be used for distributing funds among the various CDBG programs, including award amounts per program, application selection process, etc. Once HUD approves the Action Plan it becomes codified into the Texas Administrative Code. The TxCDBG program then makes applications available in accordance with each program's funding cycle. Applications received for competitive funding programs are reviewed and scored using program-specific criteria and processes.

Once awards are made from the CDBG program, contracts are executed between the department and the city officials, and the grantee begins the implementation of their proposed project. To guide grantees in the implementation of their projects, the grantees follow the CDBG Project Implementation Manual. The Manual describes the methodology the grant recipient uses to administer the CDBG contract, and includes relevant forms. This document covers the process.

### Funding

Every year, the US Department of Housing and Urban Development provides federal Community Development Block Grant funds directly to states, which, in turn, provide the funds to small, rural cities with populations less than 50,000, and counties that have a non-metropolitan population under 200,000 and are not eligible for direct funding from HUD.



small communities are called "non-entitlement" areas because they must apply for CDBG dollars through the Texas CDBG program. Larger cities, such as Dallas, Houston and others, receive CDBG monies directly from HUD, and are called "entitlement" areas.

## Program Links:

[Fair Housing in Texas](#)

[TxCDBG Current \(2024\) Funding Breakdown](#)

[Success Stories](#)

[Access TDA-GO!](#)

[Texas Homeland Security](#) | [Texas Veterans Portal](#) | [Texas.gov](#) | [TRAIL State Search](#) | [Where the Money Goes](#) | [Report Fraud](#)  
[Mission Statement](#) | [Site Policies](#) | [Site Map](#) | [Help](#) | [Contact \(800\) Tell-TDA](#) | [Human Resource Policies](#)

© 2024 Texas Department of Agriculture

[Login](#)





**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Manager Agenda Item No. 7B

Title for Item (same as to be placed on Agenda): Deliberate and act on the appointment of a Selection Review Committee for responses to the Community Development Block Grant-Mitigation Resilient Communities

Program request for proposals for professional administration services.

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

Submitted to City Manager's Office on: Date: 7/24/24 Time: 11:49 a.m. By: C. THIBODEAUX

Explanation of Item: See attached memos.

Deadline for Approval: Immediately.

Staff Recommendation: Staff recommends appointing the Mayor, Finance Director, and Public Works Director to serve as the Selection Review Committee for the CDBG-MIT RCP RFP for professional

administration services.

Alternative (if any) for consideration: None. Required by procurement regulations.

Identify any attachments to this document: Two 7/24/24 memos from City Manager.

Minutes.

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 \_\_\_\_\_

---

## MEMORANDUM

---

To: Mayor and City Council

From: Kevin Carruth, City Manager *KC*

Date: July 24, 2024

Re: Selection Review Committee for Responses to Request for  
Proposals for CDBG-MIT RCP Professional Administration Services

---



The deadline for the Community Development Block Grant Program-Mitigation Resilient Communities Program (RCP) is June 1, 2028, but funding is on a first-come, first-served basis until RCP funds are exhausted.

The Committee:

1. Must include at least two people and there is no maximum number size of the committee; however, if the committee only includes two people all decisions must be unanimous; if the committee includes more than two people a majority is required for each action.
2. It is recommended that the Committee include at least one local official, such as a member of the City Council.
3. The Committee may also include other elected officials; employees of the locality; employees or officers of third-party public utilities served through this project; or other relevant persons.
4. Committee members may not have any actual or potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, related or unrelated business dealings) and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest.

I recommend the Selection Review Committee consist of the Mayor, Finance Director, and Public Works Director. Since I was employed last year by one of the likely respondents and would have a conflict of interest, I cannot serve on the Committee. Appointing more than two Council Members will make the Committee's meetings subject to the Open Meetings Act.

The accompanying memo details the RCP. Please contact me if you have any questions.



---

## MEMORANDUM

---

To: Mayor and City Council

From: Kevin Carruth, City Manager *KC*

Date: July 24, 2024

Re: Community Development Block Grant – Mitigation  
Resilient Communities Program

---



The Texas General Land Office's (GLO) Community Development Block Grant – Mitigation Resilient Communities Program (RCP) grant is available to cities and counties affected by the 2015 Floods, 2016 Floods, and Hurricane Harvey disasters. The grant limit is \$300,000 and activities include the development of a comprehensive plan. The City can hire a consultant to develop a full comprehensive plan and assist the City in the application preparation, overall development of the planning process and associated planning reports, and grant contract compliance, if funded by the GLO for the RCP. Funding is on a first-come, first-served basis until RCP funds are exhausted.

Activities under this program must:

1. Promote sound, sustainable long-term mitigation planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible floodplain management and take into account future possible extreme weather events and other natural hazards and long-term risks;
2. Coordinate with local and regional planning efforts to ensure consistency and promote community-level and/or regional (e.g., multiple local jurisdictions) mitigation planning;
3. Integrate mitigation measures into all activities and achieve objectives outlined in regionally or locally established plans and policies designed to reduce future risk to the jurisdiction; and
4. Result in buildings that are more resilient to the impacts of natural hazards.

Eligible activities include:

1. Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
2. Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;
3. Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
4. Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;
5. Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
6. Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through

---

3947 Lincoln Avenue, Groves, Texas 77619 Phone: (409) 960-5773 Fax: (409) 963-3388

***www.cigrovestx.com***

insurance, best practices, and other strategies. Public information activities leading to CRS credit accrual and CRS eligibility are eligible under this activity.

No city funds are required to participate in the program. There is no local match requirement, and any city expenditures related to grant compliance are eligible expenses of the program. While there is no cash match for the City to participate, it will require a commitment of time and active support of the program by City Council and staff in the public. Absent a match for this program, the main consideration for the City in selecting a consultant to write an application and develop a comprehensive plan should be the expertise of the firm.

The planning approach should focus on detailed data collection, a thorough community input process, and a set of clear, feasible implementation strategies. The scope of work begins with documenting the existing conditions in the community, including collecting GIS data and building an infrastructure database to produce detailed maps for ongoing city management.

The process relies on meetings, workshops, and surveys and other engagement techniques with key decision-makers, community leaders, elected officials, representatives of local organizations, and interested members of the public to produce community-driven priorities to fix deficiencies in city infrastructure. Planners will focus the discussions and planning on strengthening the city's ability to recover from future disasters. The community input process identifies unknown problems and can ease selection and public embrace of mitigation actions. Citizens and stakeholders who are not regularly heard from are given opportunities to communicate and collaborate on infrastructure issues they care about.

The consultant will help draw conclusions about the City's most pressing needs from mapped data, evaluation of prior plans, workshops, and surveys to produce a document that provides projects and timelines designed to strengthen the City's resilience during future disasters. The consultant will aid the City in determining a shared vision, depict that vision in a future land use map, and help the City implement it through required zoning updates.

The resulting comprehensive plan should focus on strategies to solve problems and include an implementation table that delineates actions, timelines, and cost estimates. Appropriate grant opportunities to fund strategies should be identified as well as any zoning changes that need to be made.

Creating a positive relationship with the surrounding community and communicating and encouraging citizen involvement are critical components of any project's ultimate success. Failure to understand and address community concerns can impact a project's timing, costs, and successful outcome. The City will want a consultant who understands the importance of early and focused community involvement to foster public trust, facilitate project approaches and solutions, and keep project work on track.

Good and effective communication begins with identifying and understanding our audience. The project's philosophy should be proactive, encouraging community outreach as an integral part of the City's project to establish and strengthen relationships with neighbors. On any project, citizens can support the City's goals or become a roadblock to the City's success. Using early assessment, strategic planning, and outreach to identify and address community concerns and needs, the City can then use this information to build trust with the community by formulating strategies for



effectively communicating, encouraging, and interacting with the public about our project.

The CDBG-MIT Resilient Communities Program is a unique opportunity for the City to have a community-based, comprehensive plan produced at no cost to the City. My strong recommendation to City Council is to proceed with the RFP process to select a grant administrator, beginning with the appointment of a Selection Review Committee.

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Manager Agenda Item No. 7C

Title for Item (same as to be placed on Agenda): Deliberate and act to approve to re-designate Ordinance 2024-05 regarding a Specific Use Permit for Gaming Machines at 5130 Twin City Highway to Ordinance number 2024-17.

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

Submitted to City Manager's Office on: Date: 7/22/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: The original ordinance number 2024-05 was already assigned to an ordinance that was At the County office in Beaumont waiting to be mailed back to us. It was an overlook on the City Clerk's part When numbering the Specific Use Permit for 5130 Twin City Highway.

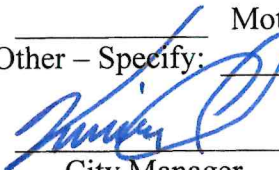
Deadline for Approval: Immediately.

Staff Recommendation: Approval of the re designated ordinance number, as presented.

Alternative (if any) for consideration: \_\_\_\_\_

Identify any attachments to this document: Updated Ordinance with new number.

Specific Council Action Requested: None (Information item only) \_\_\_\_\_ Motion X  
Ordinance – Number 2024-17 Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 07/24/24  
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 \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0

**BE IT ORDAINED BY THE CITY OF GROVES, TEXAS:**

WHEREAS, such notice was duly published in one issue of The Examiner, at least fifteen (15) days before said hearing, and notice in writing was given to all property owners of property or persons rendering the same for city taxes in The City of Groves within two hundred feet (200') of the property affected, as hereinafter described; such notice being mailed not less than ten (10) days before the public hearing held on May 6, 2024; and

WHEREAS, the City Council, after a full and complete hearing is of the opinion that said specific use permit should be authorized as herein set forth; now, therefore,

BE IT ORDAINED BY THE CITY OF GROVES:

**SECTION 1:** - That the specific use requested by Stephen Marcantel granting him a Specific Use Permit for Game Room & Gaming Machines @ 5130 Twin City Highway, Lt 4 Tr 1 11.82 AC & TR 7 .394 AC BLK 8 RG F PALCO 4900-5170 Twin City Highway is authorized by Council.

**SECTION 2:** - That the remaining parts or portions of The City of Groves Zoning Ordinance shall not be affected hereby.

**SECTION 3:** - The Ordinance shall be published by publishing the caption hereof for three consecutive days, within ten days after the passage hereof, in The Examiner.

**SECTION 4:** - This Ordinance shall be in effect from and after its passage and publication as required by the City Charter.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Groves held on the 20th day of May, 2024.

\_\_\_\_\_  
**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**




## Page 21

**City of Groves  
Memorandum**

**Date:** July 22, 2024

**To:** Kevin Carruth, City Manager


**From:** Lamar Ozley, Finance Director 

**Subject:** Indian Springs Phase III Subdivider Rebate Amount

---

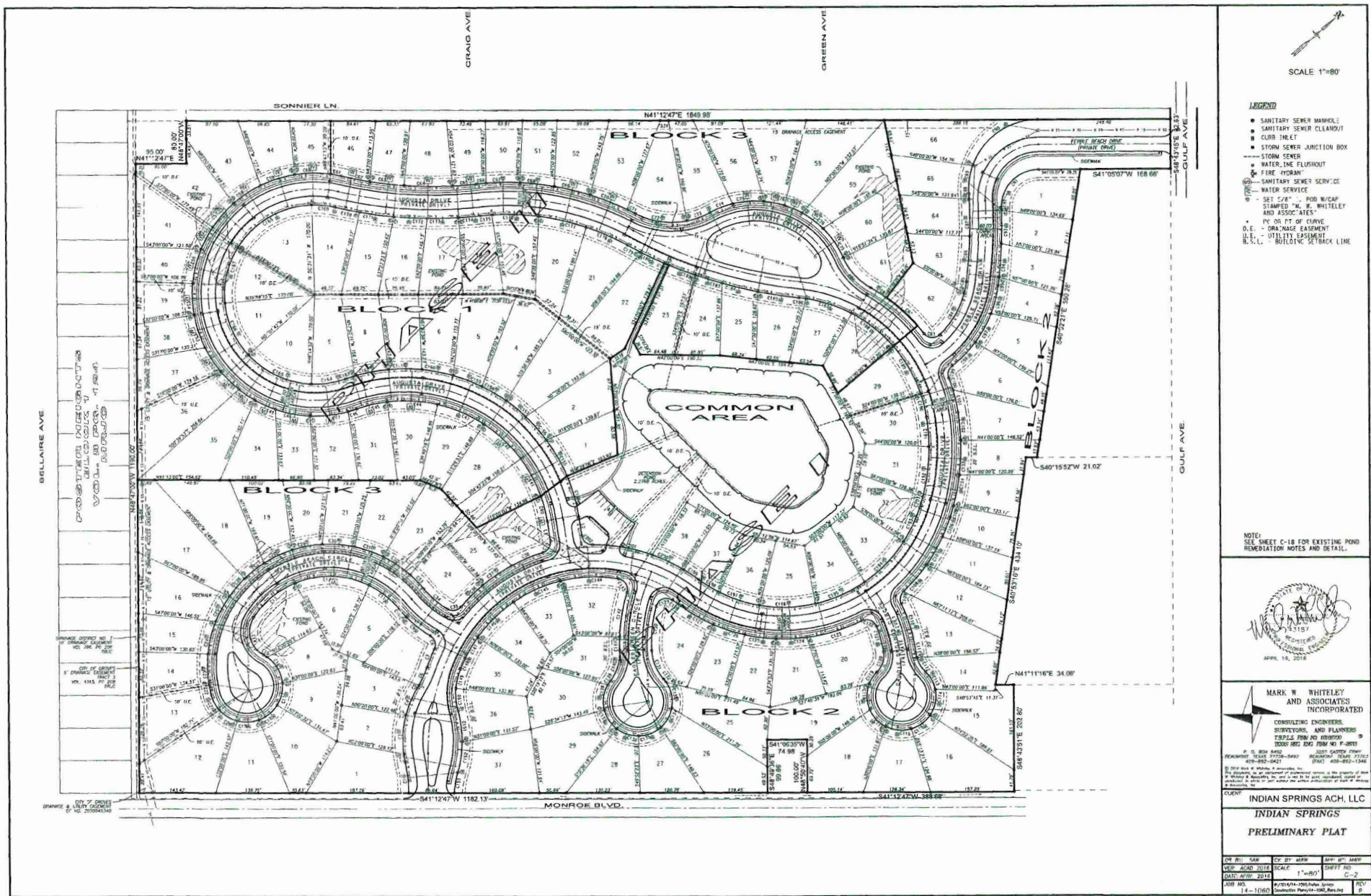
I have reviewed the invoices totaling \$517,967.42 submitted by Albanese Cormier for their construction of the water, storm sewer and sanitary sewer construction and have found all to be reasonable and eligible for the subdivider rebate.

**City of Groves  
Memorandum**

**Date:** July 12, 2024  
**To:** Lamar Ozley, Finance Director   
**From:** Jacob McCutcheon. Finance Intern  
**Subject:** Indian Springs Phase III

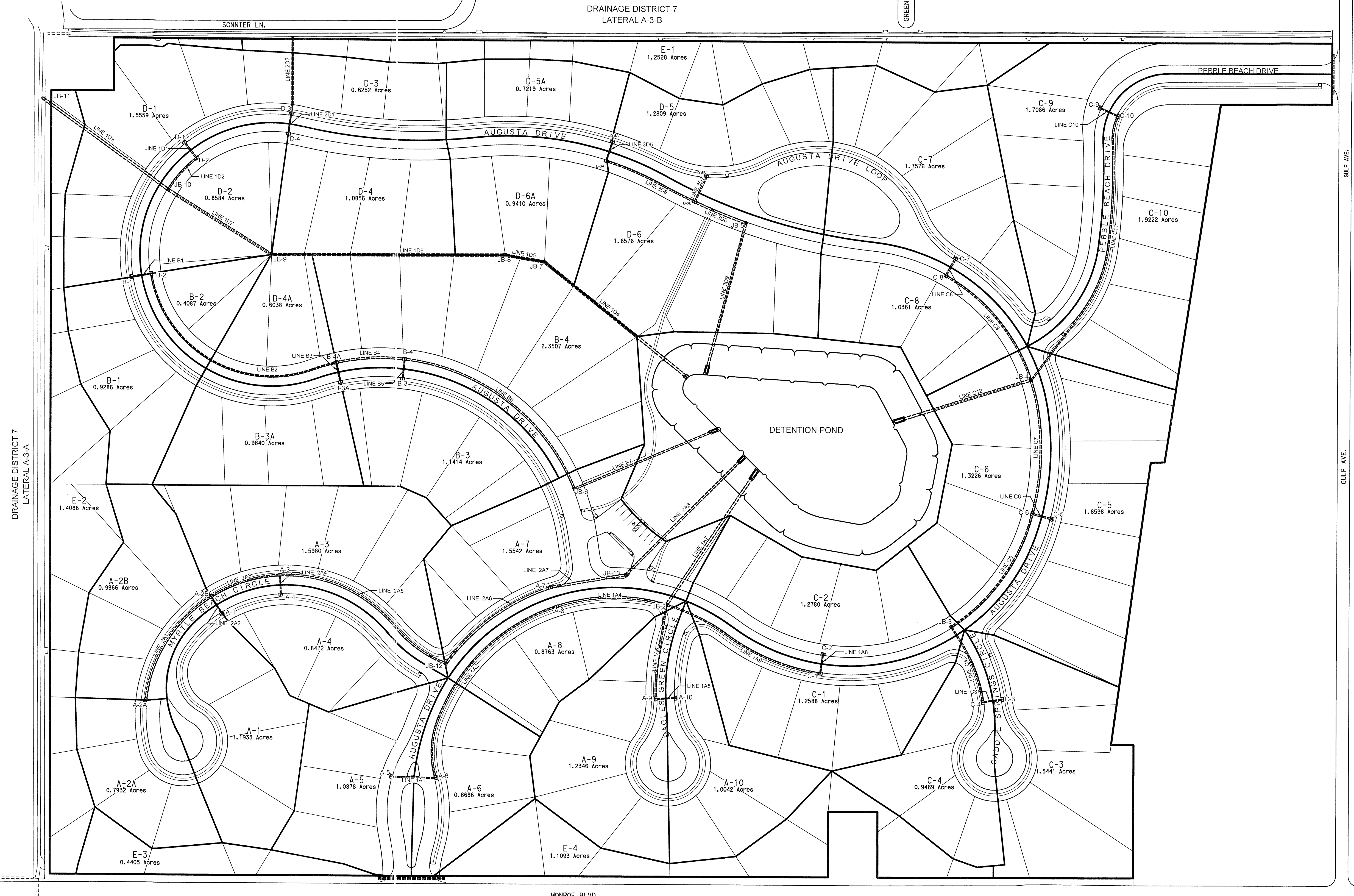
---

Upon reviewing the reimbursement spreadsheet of Phase III totaling \$517,967.42, I have confirmed all the given data is accurate and accounted for.





SCALE: 1"=80'



POST-DEVELOPMENT REAR YARD RUN-OFF CALCULATIONS

AREA I.D.	AREA (ac)	To (min)	INTENSITY (in/hr) (10 YR)	INTENSITY (in/hr) (25 YR)	INTENSITY (in/hr) (100 YR)	RATIONAL C	RUNOFF Q (cfs) (10 YR)	RUNOFF Q (cfs) (25 YR)	RUNOFF Q (cfs) (100 YR)
DA-E1	1.2528	10	9.24	10.64	11.03	0.35	4.05	4.67	4.84
DA-E2	1.4086	10	9.24	10.64	11.03	0.35	4.55	5.25	5.44
DA-E3	0.4405	10	9.24	10.64	11.03	0.35	1.42	1.64	1.70
DA-E4	1.1093	10	9.24	10.64	11.03	0.35	3.59	4.13	4.28



MARK W. WHITELEY  
AND ASSOCIATES  
INCORPORATED  
CONSULTING ENGINEERS,  
SURVEYORS, AND PLANNERS  
T.B.P.L.S. FIRM NO. 10106700  
TEXAS REG. ENG. FIRM NO. F-2633  
P. O. BOX 5492 BEAUMONT, TEXAS 77726-5492  
409-892-0421 3250 EASTEX FRWY.  
BEAUMONT, TEXAS 77703  
(FAX) 409-892-1346

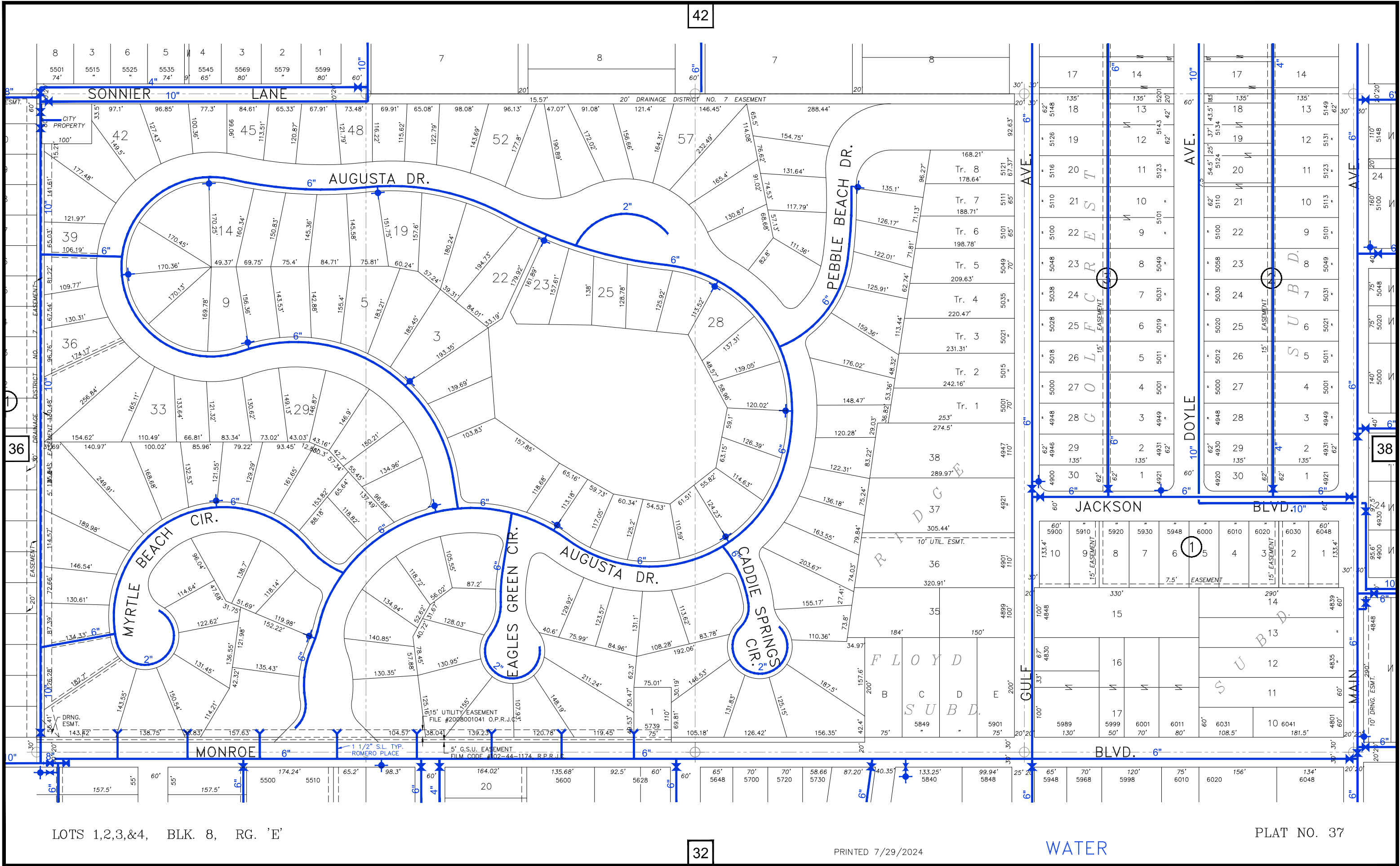
© 2016 Mark W. Whiteley & Associates, Inc.  
This document, as an instrument of professional service, is the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed, in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.

CLIENT: INDIAN SPRINGS ACH, LLC

INDIAN SPRINGS  
POST-DEVELOPMENT  
DRAINAGE AREA MAP

DR BY: SAW	CK BY: MWV	APP BY: MWV
VER: ACAD 2016	SCALE: 1"=80'	SHEET NO: C-22
DATE: APRIL 2016	W/2014/14-1060/Indian Springs	REV. 0
JOB NO. 14-1060	Construction Plans/14-1060_Base.dwg	

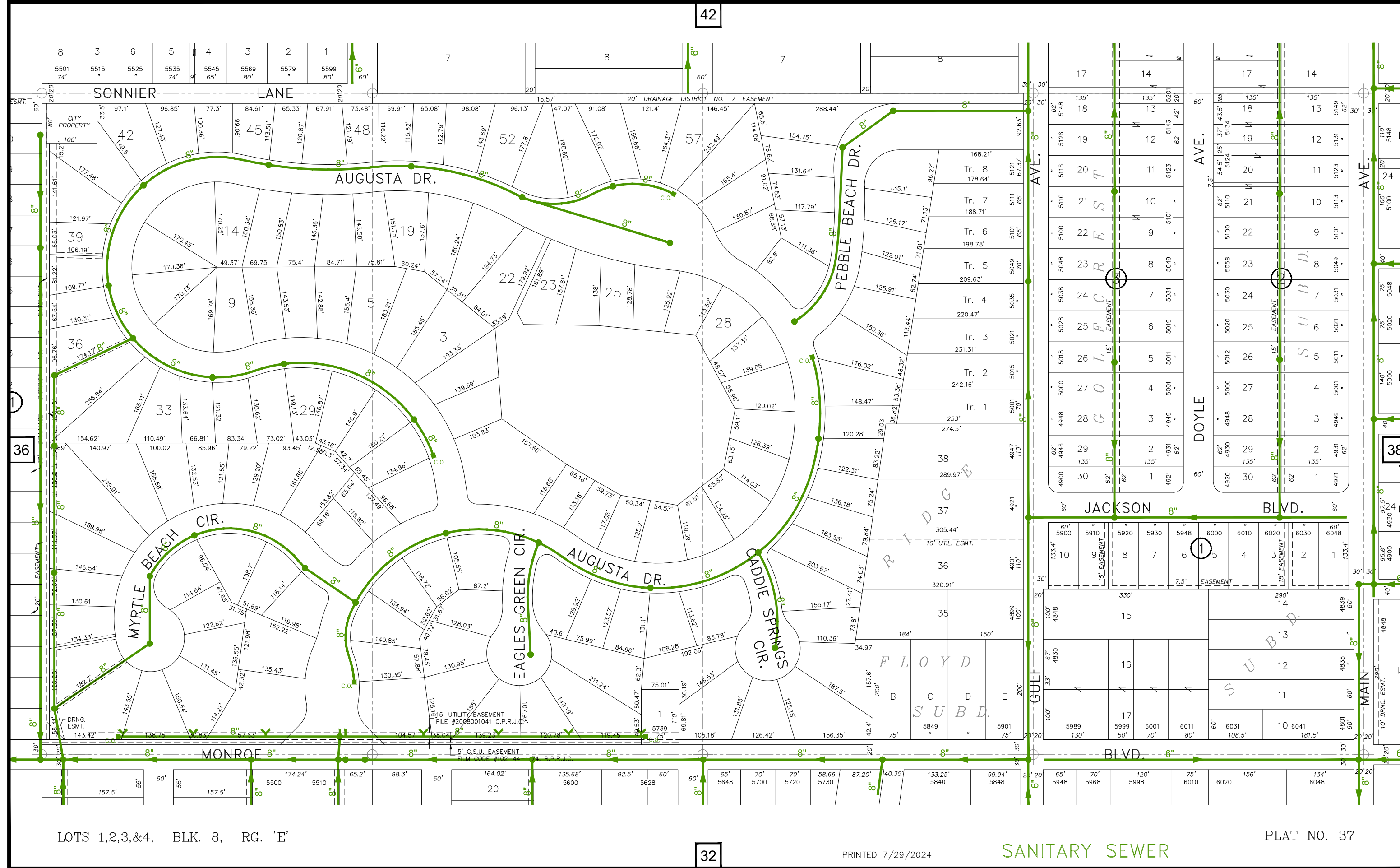
DRAINAGE



LOTS 1,2,3,&4, BLK. 8, RG. 'E'

PLAT NO. 37





LOTS 1,2,3,&4, BLK. 8, RG. 'E'

PLAT NO. 37

## 1

2

7

12

15



Whereas, in accordance with said Section 13.1 of the Subdivision Control Ordinance, Appendix B, Code of Ordinances, the City Council is desirous of entering into a contract with the Developer to reimburse the Developer for all eligible expenditures made in constructing said water and sanitary lines and storm sewers with related storm water retention improvements within said subdivision; subject to, and in accordance with provisions of said Section 3.1 (G):

Now, therefore, it is agreed by the City Council of the City of Groves, Texas, that:

That, the City of Groves agrees by this contract to reimburse Developer the sum of five hundred seventeen thousand nine hundred sixty seven dollars and forty two cents (\$517,967.42), or no more than the amount paid over the twenty (20) year period of this contract as hereinafter provided, for the cost of constructing the water and sanitary lines and storm sewers with related storm water retention improvements in Indian Springs Phase III, as provided by the Subdivision Control Ordinance, Appendix B of the Code of Ordinances of the City of Groves, Section 13.1, as follows:

- (1) Upon the completion of all construction of all water and sanitary and sewer lines and storm sewers with related storm water retention improvements within said subdivision, it is agreed that the City of Groves shall reimburse Developer for the cost of said above-described water and sanitary sewer lines and storm sewers with related storm water retention improvements from water and sewer charge revenues received by City from sales and service within the boundaries of the subdivision. Payments shall be made annually on, or before, November 1<sup>st</sup> of each calendar year for the previous calendar year on the basis of fifty percent (50%) of the revenues received, with the first payment being payable on or before July 29, 2025. The said fifty percent (50%) of the income so received shall be applied to the payment of the cost of constructing the water and

sanitary sewer lines and the storm sewers with related storm water retention improvements until same are paid in full, but in no event, however, shall payments continue for a period longer than twenty (20) years from the calendar year 2024 (for which payment is due on or before July 29, 2025) until and including the payment due on or before July 29, 2045 (for the calendar year 2044), even though within said time the fifty percent (50%) of the revenues received from services and charges within said subdivision is not sufficient to repay the costs in full.

(2) Developer shall execute any and all instruments necessary to convey and dedicate said above- described infrastructure to the City of Groves (if any) and City will execute all instruments to accept the said infrastructure (if any).

(3) It is further agreed by and between the parties thereto that the sole consideration for Developer executing this contract is the remuneration it will receive from the City for the cost of constructing the water and sanitary sewer lines and storm sewers with related storm water retention improvements constructed within said subdivision; and Developer would not have developed the above described property without this consideration on the part of the City to reimburse said Developer for the cost it has expended in this regard.

(4) All of the terms and conditions of this contract shall extend to and be binding upon the executors, administrators, heirs, personal representatives, successors, and assigns of all parties hereto.

Executed in Duplicate originals by the duly authorized officers of the City of Groves, a Texas municipal corporation, and Indian Springs ACH LLC, a Texas limited liability company, this 29th day of July, 2024.

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Attorney Agenda Item No. 8B

Title for Item (same as to be placed on Agenda): Deliberate and act to approve ordinance 2024-09 of the City of Groves, Texas dedicating and accepting certain infrastructure in Indian Springs phases I & II as agreed on November 23, 2020 in the contract with developer, Indian Springs ACH, LLC.

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

Submitted to City Manager's Office on: Date: 7/22/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: The City executed an agreement with the developer of the Indian Springs subdivision on November 23, 2020. The developer constructed the water, wastewater, and stormwater infrastructure at the developer's up-front cost for certain reimbursement later by the City. The infrastructure has been installed correctly and is ready for acceptance into the City's inventory.

Deadline for Approval: \_\_\_\_\_

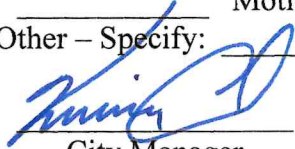
Staff Recommendation: Approval of the ordinance, as presented.

Alternative (if any) for consideration: None. Required in agreement

Identify any attachments to this document: Memo, Ordinance 2024-09, Contract with developer November 23, 2020 and maps

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

Ordinance – Number 2024-09 Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 07/25/24  
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 \_\_\_\_\_



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45

3       **ORDINANCE OF THE CITY OF GROVES, TEXAS DEDICATING**  
4       **AND ACCEPTING CERTAIN INFRASTRUCTURE AS AGREED**  
5       **ON NOVEMBER 23, 2020 IN THE CONTRACT WITH**  
6       **DEVELOPER, INDIAN SPRINGS ACH, LLC; FINDING THAT THE**  
7       **MEETING COMPLIES WITH THE OPEN MEETINGS ACT;**  
8       **MAKING OTHER FINDINGS AND PROVISIONS RELATED TO**  
9       **THE SUBJECT; PROVIDING FOR PUBLICATION OF THE**  
10       **CAPTION ONLY; AND DECLARING AN EFFECTIVE DATE**

12           **WHEREAS**, on or about November 23, 2020, The City of Groves agreed with  
13 Indian Springs ACH, LLC, a Texas limited liability company (“Developer”), to dedicate  
14 the infrastructure in the Indian Springs Subdivision as depicted and recorded in two  
15 instruments: (1) an instrument entitled FINAL PLAT OF INDIAN SPRINGS PHASE I,  
16 which is on file and of record under County Clerk’s File No. 2018011003; and (2) an  
17 instrument entitled FINAL PLAT OF INDIAN SPRING, PHASE II, which is on file and  
18 of record under County Clerk’s File No. 2020014686; and

20           **WHEREAS**, the plats of said subdivision submitted by the Developer and  
21 approved by City Council of the City of Groves are in accordance with the provisions of  
22 the SUBDIVISION CONTROL ORDINANCE, APPENDIX B Code of Ordinances of the  
23 City of Groves; and

25       **WHEREAS**, the Developer and City agreed that the Developer will pay all costs  
26       for laying of water and sanitary sewer lines and storm sewers and related storm water  
27       retention improvements required by Jefferson County Drainage District No. 7 (excluding  
28       the costs of the concrete streets and sidewalks, if any, as they remain private and are not  
29       dedicated to the public) in accordance with plans and specifications approved by the City  
30       subject to reimbursement by the City as provided in the Contract with Developer; and

32 **WHEREAS**, the Developer has represented that it has completed the construction  
33 according to the specifications approved by the City; and

35       **WHEREAS**, in the Contract with Developer, the City and Developer agreed to  
36       execute any and all instruments necessary to convey and dedicate the water and sanitary  
37       sewer lines and storm sewers and related storm water retention improvements required by  
38       Jefferson County Drainage District No. 7 described in this Ordinance and in the Contract  
39       with Developer executed on November 23, 2020; and

41 **WHEREAS**, this Ordinance dedicates and conveys to the City the infrastructure  
42 described in this Ordinance and in the Contract with Developer executed on November 23,  
43 2020; and



46           **NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**  
47 **CITY OF GROVES, TEXAS, THAT:**  
48  
49

50           **Section 1:** The infrastructure in the Indian Springs Subdivision as depicted and  
51 recorded in two instruments: (1) an instrument entitled FINAL PLAT OF INDIAN  
52 SPRINGS PHASE I, which is on file and of record under County Clerk's File No.  
53 2018011003; and (2) an instrument entitled FINAL PLAT OF INDIAN SPRING, PHASE  
54 II, which is on file and of record under County Clerk's File No. 2020014686 is accepted  
55 under the terms of the Contract with Developer executed November 23, 2020. The streets  
56 and sidewalks, if any, shall remain private and are not dedicated to the public.  
57

58           **Section 2:** That the statement and findings set out in the preamble to this ordinance  
59 are hereby in all things approved and adopted.  
60

61           **Section 3:**     The meeting at which this ordinance was approved was in all things  
62 conducted in strict compliance with the Texas Open Meetings Act, Texas Government  
63 Code, Chapter 551.  
64

65           **Section 4:** The Ordinance shall be published by publishing the caption hereof for  
66 three consecutive days, within ten days after the passage hereof, in The Examiner.  
67

68           **Section 5:** This Ordinance shall be in effect from and after its passage and  
69 publication as required by the City Charter.  
70

71  
72           **PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
73  
74

75  
76 \_\_\_\_\_  
77 **Chris Borne, Mayor**

78 **ATTEST:**  
79

80 \_\_\_\_\_  
81 **Clarissa Thibodeaux, City Clerk**  
82  
83  
84

85           The foregoing ordinance, including all the provisions thereof, is hereby approved  
86 as to form and legality.  
87

88 \_\_\_\_\_  
89 **Brandon P. Monk, City Attorney**

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2

Whereas, Indian Springs ACH, LLC, a Texas limited liability company, (Developer) has executed (1) an instrument entitled Final Plat of Indian Springs Phase III, which is on file and of record under County Clerk's File No. 2022020136, in the Official Public Records of Real Property, in the office of the County Clerk of Jefferson County, Texas, at Beaumont, a copy of which is attached as Exhibit "A" and made part hereof.

Whereas, as provided in “Section 13.1. Development of small tracts of land, Class subdivisions, specifications, requirements, reimbursement procedures.” Of the Subdivision Control Ordinance, Appendix B of the Code of Ordinances of the City of Groves, the Developer and the City agreed that the Developer will pay all costs for the laying of water and sanitary sewer lines and storm sewers and related storm water retention improvements required by Jefferson County Drainage District No. 7 (excluding the costs of concrete streets and sidewalks, if any, as the remain private and are not dedicated to the public), in accordance with plans and specifications approved by the City subject to reimbursement by City as hereinafter provided; and

Whereas, in accordance with said Section 13.1 of the Subdivision Control Ordinance, Appendix B, Code of Ordinances, the City Council is desirous of entering into a contract with the Developer to reimburse the Developer for all eligible expenditures made in constructing said water and sanitary lines and storm sewers with related storm water retention improvements within said subdivision; subject to, and in accordance with provisions of said Section 3.1 (G):

Now, therefore, it is agreed by the City Council of the City of Groves, Texas, that:

That, the City of Groves agrees by this contract to reimburse Developer the sum of \_\_\_\_\_ (\$1,000,000,000.00), or no more than the amount paid over the twenty (20) year period of this contract as hereinafter provided, for the cost of constructing the water and sanitary lines and storm sewers with related storm water retention improvements in Indian Springs Phase III, as provided by the Subdivision Control Ordinance, Appendix B of the Code of Ordinances of the City of Groves, Section 13.1, as follows:

- (1) Upon the completion of all construction of all water and sanitary and sewer lines and storm sewers with related storm water retention improvements within said subdivision, it is agreed that the City of Groves shall reimburse Developer for the cost of said above-described water and sanitary sewer lines and storm sewers with related storm water retention improvements from water and sewer charge revenues received by City from sales and service within the boundaries of the subdivision. Payments shall be made annually on, or before, November 1<sup>st</sup> of each calendar year for the previous calendar year on the basis of fifty percent (50%) of the revenues received, with the first payment being payable on or before November 1, 2021. The said fifty percent (50%) of the income so received shall be applied to the payment of the cost of constructing the water and sanitary sewer lines and the storm sewers with related storm water retention

improvements until same are paid in full, but in no event, however, shall payments continue for a period longer than twenty (20) years from the calendar year 2020 (for which payment is due on or before November 1, 2021) until and including the payment due on or before November 1, 2040 (for the calendar year 2039), even though within said time the fifty percent (50%) of the revenues received from services and charges within said subdivision is not sufficient to repay the costs in full.

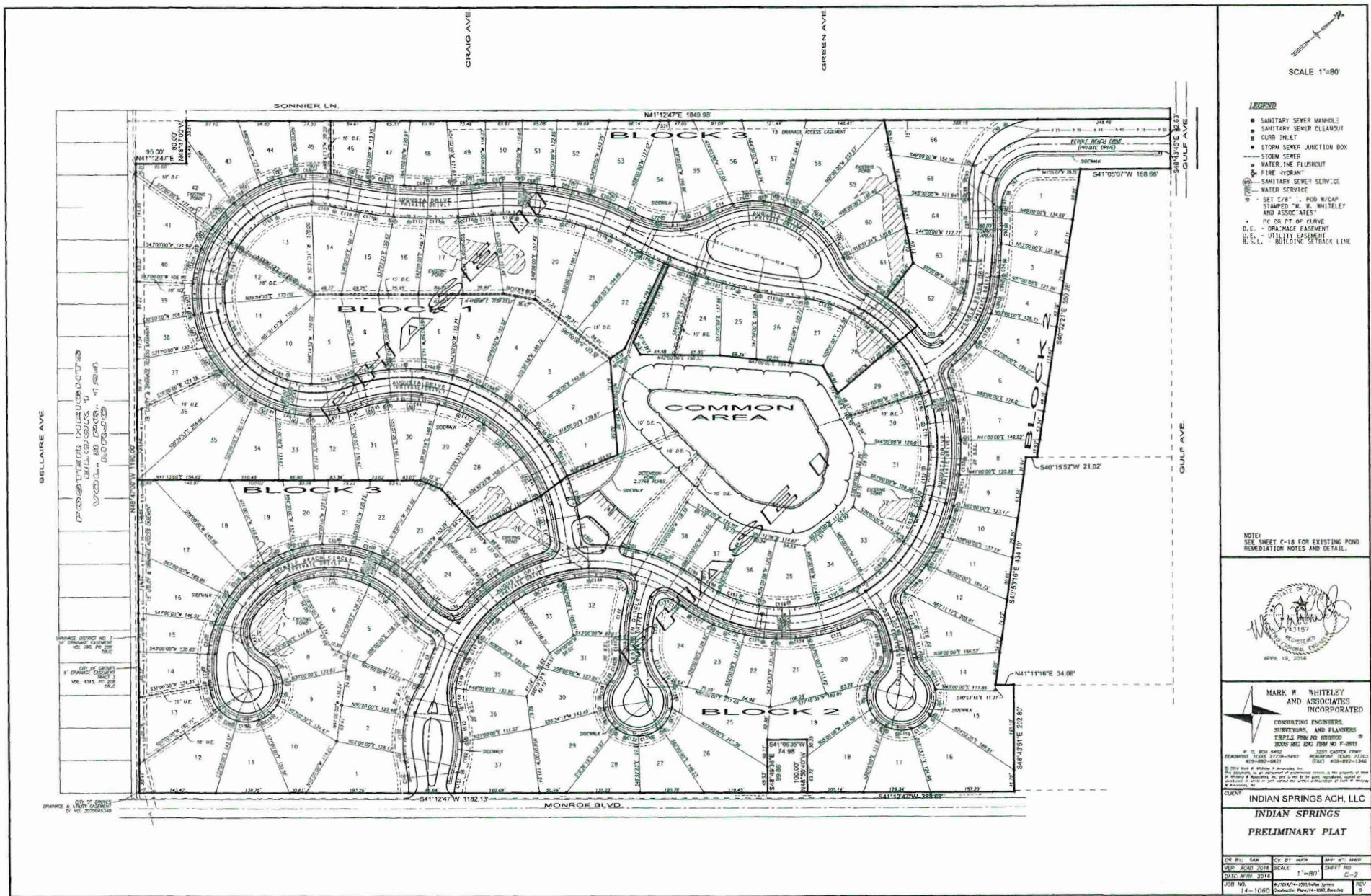
(2) Developer shall execute any and all instruments necessary to convey and dedicate said above- described infrastructure to the City of Groves (if any) and City will execute all instruments to accept the said infrastructure (if any).

(3) It is further agreed by and between the parties thereto that the sole consideration for Developer executing this contract is the remuneration it will receive from the City for the cost of constructing the water and sanitary sewer lines and storm sewers with related storm water retention improvements constructed within said subdivision; and Developer would not have developed the above described property without this consideration on the part of the City to reimburse said Developer for the cost it has expended in this regard.

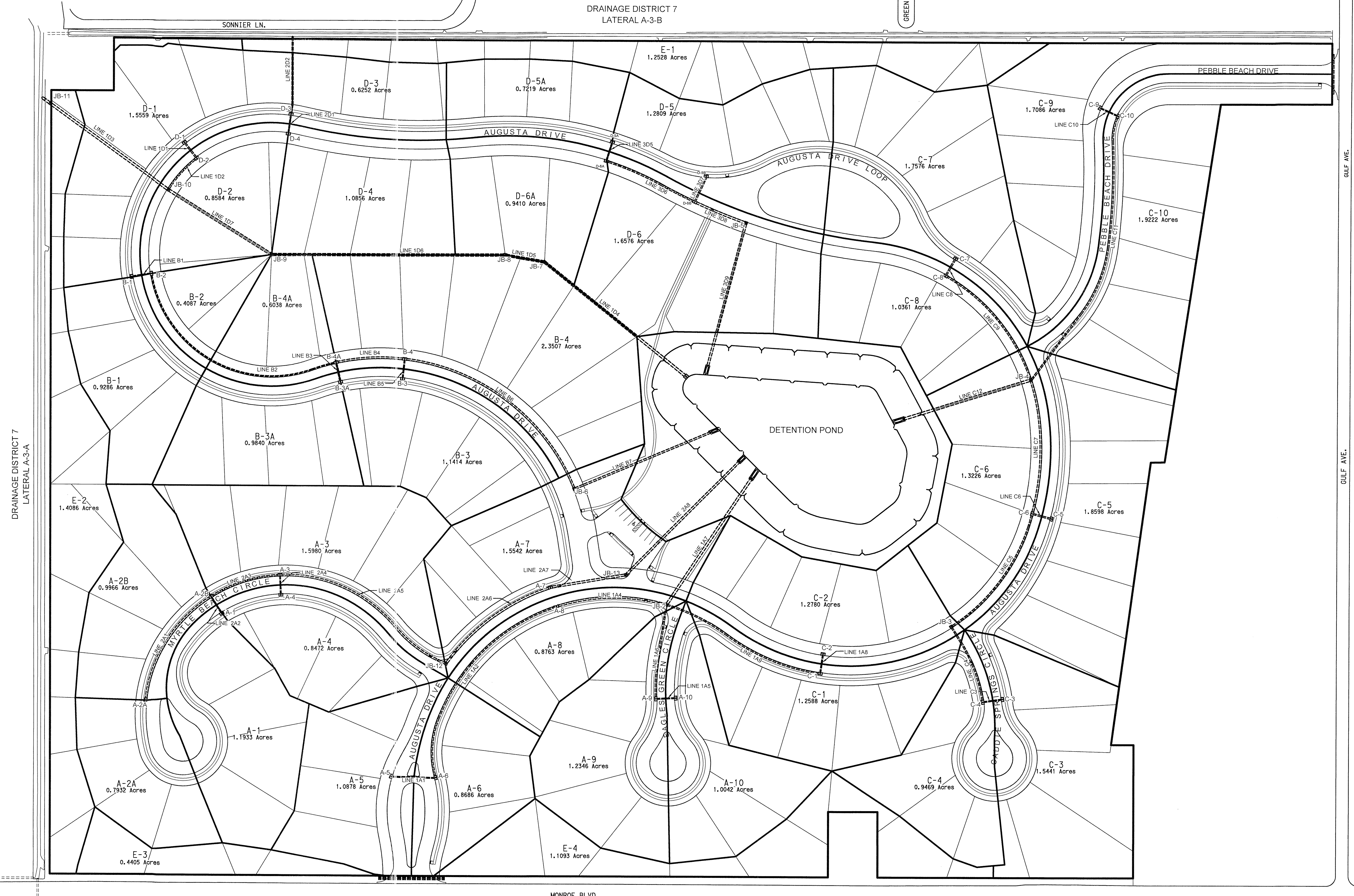
(4) All of the terms and conditions of this contract shall extend to and be binding upon the executors, administrators, heirs, personal representatives, successors, and assigns of all parties hereto.

Executed in Duplicate originals by the duly authorized officers of the City of Groves, a Texas municipal corporation, and Indian Springs ACH LLC, a Texas limited liability company, this \_\_\_\_ day of July, 2024.



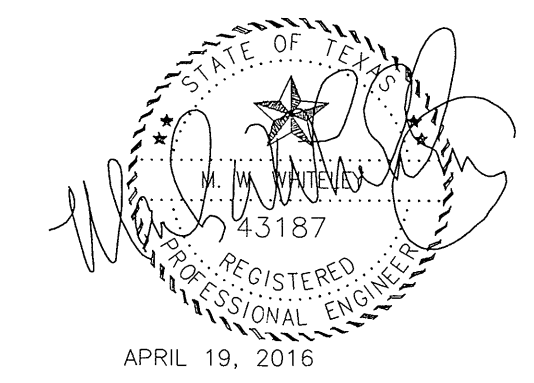


SCALE: 1"=80'



POST-DEVELOPMENT REAR YARD RUN-OFF CALCULATIONS

AREA I.D.	AREA (ac)	To (min)	INTENSITY (in/hr) (10 YR)	INTENSITY (in/hr) (25 YR)	INTENSITY (in/hr) (100 YR)	RATIONAL C	RUNOFF Q (cfs) (10 YR)	RUNOFF Q (cfs) (25 YR)	RUNOFF Q (cfs) (100 YR)
DA-E1	1.2528	10	9.24	10.64	11.03	0.35	4.05	4.67	4.84
DA-E2	1.4086	10	9.24	10.64	11.03	0.35	4.55	5.25	5.44
DA-E3	0.4405	10	9.24	10.64	11.03	0.35	1.42	1.64	1.70
DA-E4	1.1093	10	9.24	10.64	11.03	0.35	3.59	4.13	4.28



MARK W. WHITELEY  
AND ASSOCIATES  
INCORPORATED  
CONSULTING ENGINEERS,  
SURVEYORS, AND PLANNERS  
T.B.P.L.S. FIRM NO. 10106700  
TEXAS REG. ENG. FIRM NO. F-2633  
P. O. BOX 5492 BEAUMONT, TEXAS 77726-5492  
409-892-0421 3250 EASTEX FRWY BEAUMONT, TEXAS 77703  
(FAX) 409-892-1346  
© 2016 Mark W. Whiteley & Associates, Inc.  
This document, as an instrument of professional service, is the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed, in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.

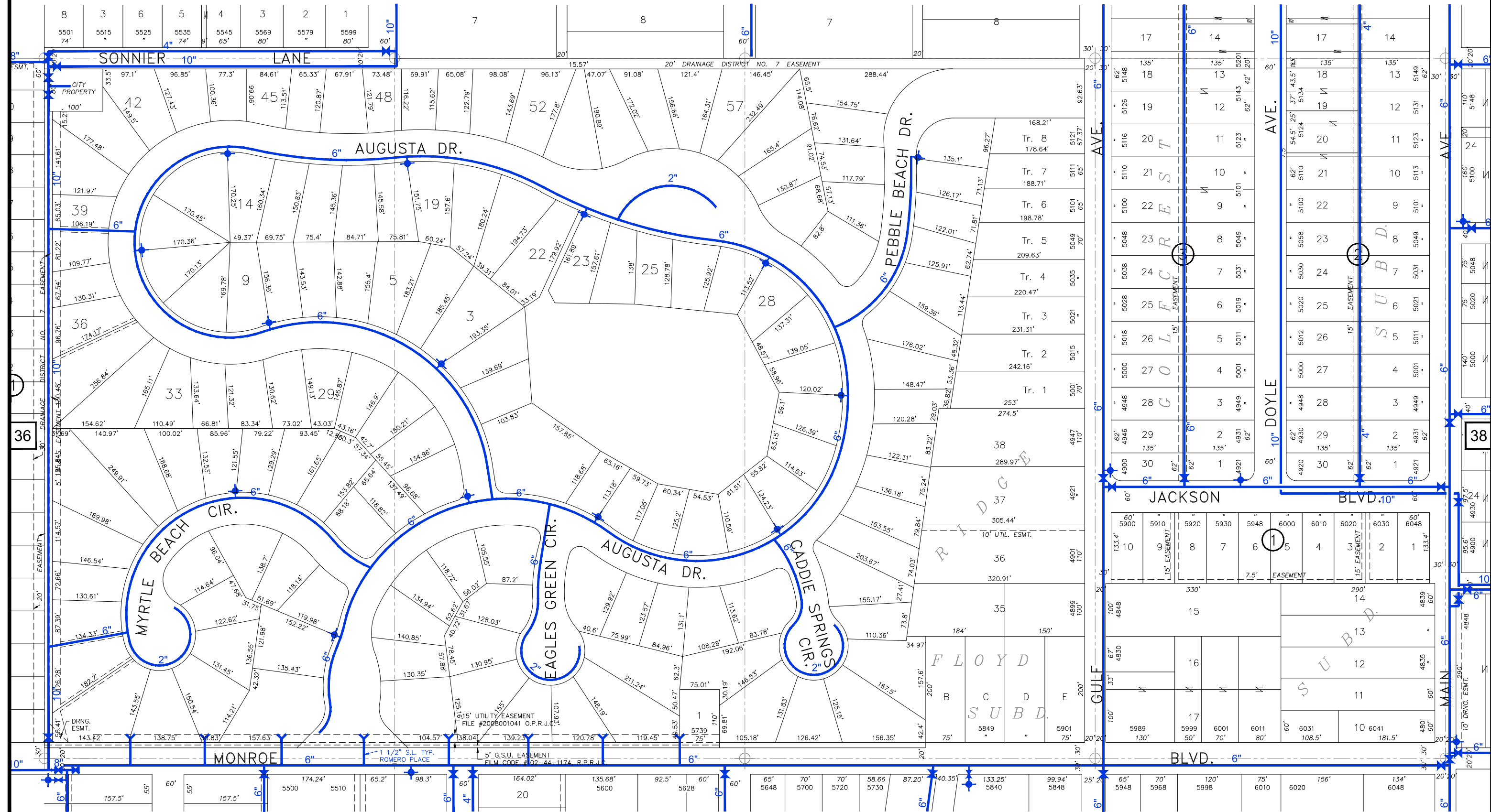
CLIENT: INDIAN SPRINGS ACH, LLC

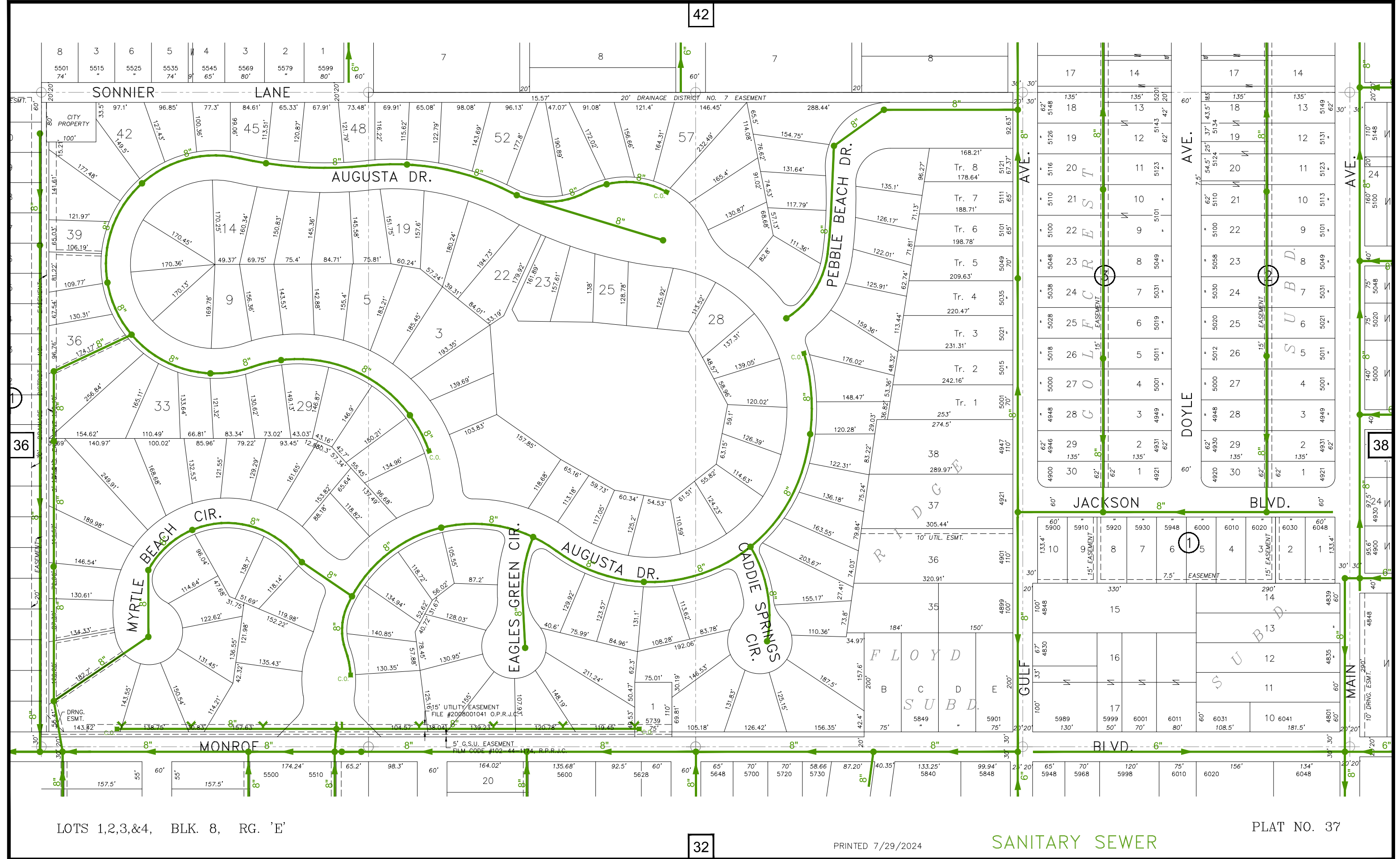
**INDIAN SPRINGS**  
**POST-DEVELOPMENT**  
**DRAINAGE AREA MAP**

DR BY: SAW	CK BY: MWV	APP BY: MWV
VER: ACAD 2016	SCALE: 1"=80'	SHEET NO: C-22
DATE: APRIL 2016	W/2014/14-1060/Indian Springs Construction Plans/14-1060_Base.dwg	REV. 0
JOB NO. 14-1060		

DRAINAGE







LOTS 1,2,3,&4, BLK. 8, RG. 'E'

PLAT NO. 37



**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Attorney Agenda Item No. 8C

Title for Item (same as to be placed on Agenda): Deliberate and act to approve ordinance 2024-12 of the City of Groves, Texas dedicating and accepting certain infrastructure in Indian Springs Phase III as agreed on July 29, 2024 in the contract with developer, Indian Springs ACH, LLC.

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

Submitted to City Manager's Office on: Date: 7/22/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: The City executed an agreement with the developer of the Indian Springs subdivision on November 23, 2020. The developer constructed the water, wastewater, and stormwater infrastructure at the developer's up-front cost for certain reimbursement later by the City. The infrastructure has been installed correctly and is ready for acceptance into the City's inventory.

Deadline for Approval: \_\_\_\_\_

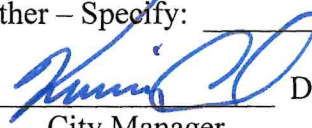
Staff Recommendation: Approval of the ordinance, as presented.

Alternative (if any) for consideration: None. Required in agreement

identify any attachments to this document: Memo, Ordinance 2024-12 and Contract with developer July 29, 2024

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

Ordinance – Number 2024-12 Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 07/25/24  
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 \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

3       **ORDINANCE OF THE CITY OF GROVES, TEXAS DEDICATING**  
4       **AND ACCEPTING CERTAIN INFRASTRUCTURE AS AGREED**  
5       **ON JULY 29, 2024 IN THE CONTRACT WITH DEVELOPER,**  
6       **INDIAN SPRINGS ACH, LLC; FINDING THAT THE MEETING**  
7       **COMPLIES WITH THE OPEN MEETINGS ACT; MAKING**  
8       **OTHER FINDINGS AND PROVISIONS RELATED TO THE**  
9       **SUBJECT; PROVIDING FOR PUBLICATION OF THE CAPTION**  
10       **ONLY; AND DECLARING AN EFFECTIVE DATE**

12       **WHEREAS**, on or about July 29, 2024 The City of Groves agreed with Indian  
13       Springs ACH, LLC, a Texas limited liability company (“Developer”), to dedicate the  
14       infrastructure in the Indian Springs Subdivision as depicted and recorded in an instrument  
15       entitled FINAL PLAT OF INDIAN SPRINGS PHASE III, which is on file and of record  
16       under County Clerk’s File No. 2022020136.

18               **WHEREAS**, the plats of said subdivision submitted by the Developer and  
19 approved by City Council of the City of Groves are in accordance with the provisions of  
20 the SUBDIVISION CONTROL ORDINANCE, APPENDIX B Code of Ordinances of the  
21 City of Groves; and

23 **WHEREAS**, the Developer and City agreed that the Developer will pay all costs  
24 for laying of water and sanitary sewer lines and storm sewers and related storm water  
25 retention improvements required by Jefferson County Drainage District No. 7 (excluding  
26 the costs of the concrete streets and sidewalks, if any, as they remain private and are not  
27 dedicated to the public) in accordance with plans and specifications approved by the City  
28 subject to reimbursement by the City as provided in the Contract with Developer; and

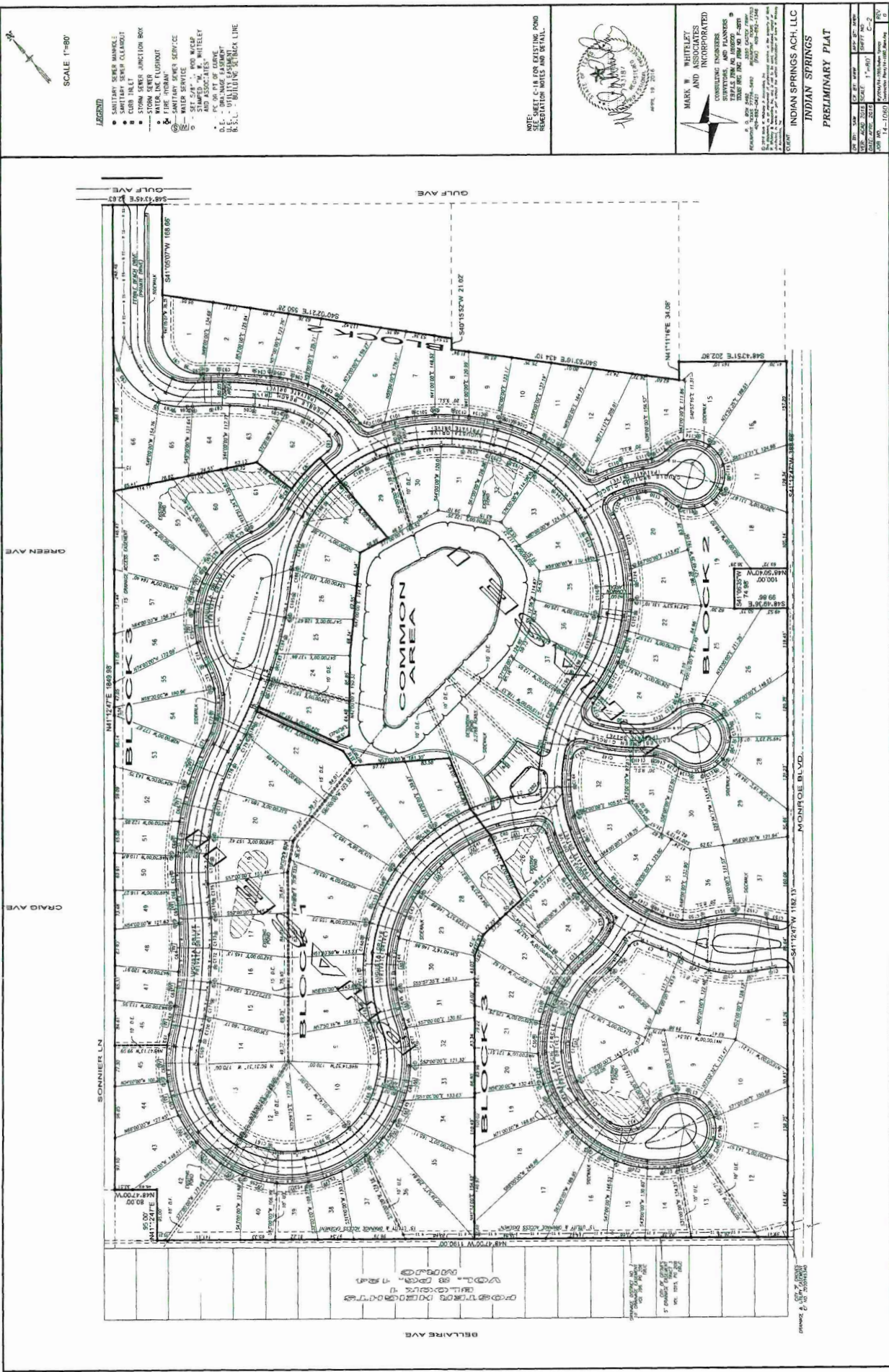
30       **WHEREAS**, the Developer has represented that it has completed the construction  
31 according to the specifications approved by the City; and

33       **WHEREAS**, in the Contract with Developer, the City and Developer agreed to  
34       execute any and all instruments necessary to convey and dedicate the water and sanitary  
35       sewer lines and storm sewers and related storm water retention improvements required by  
36       Jefferson County Drainage District No. 7 described in this Ordinance and in the Contract  
37       with Developer executed on July 29, 2024; and

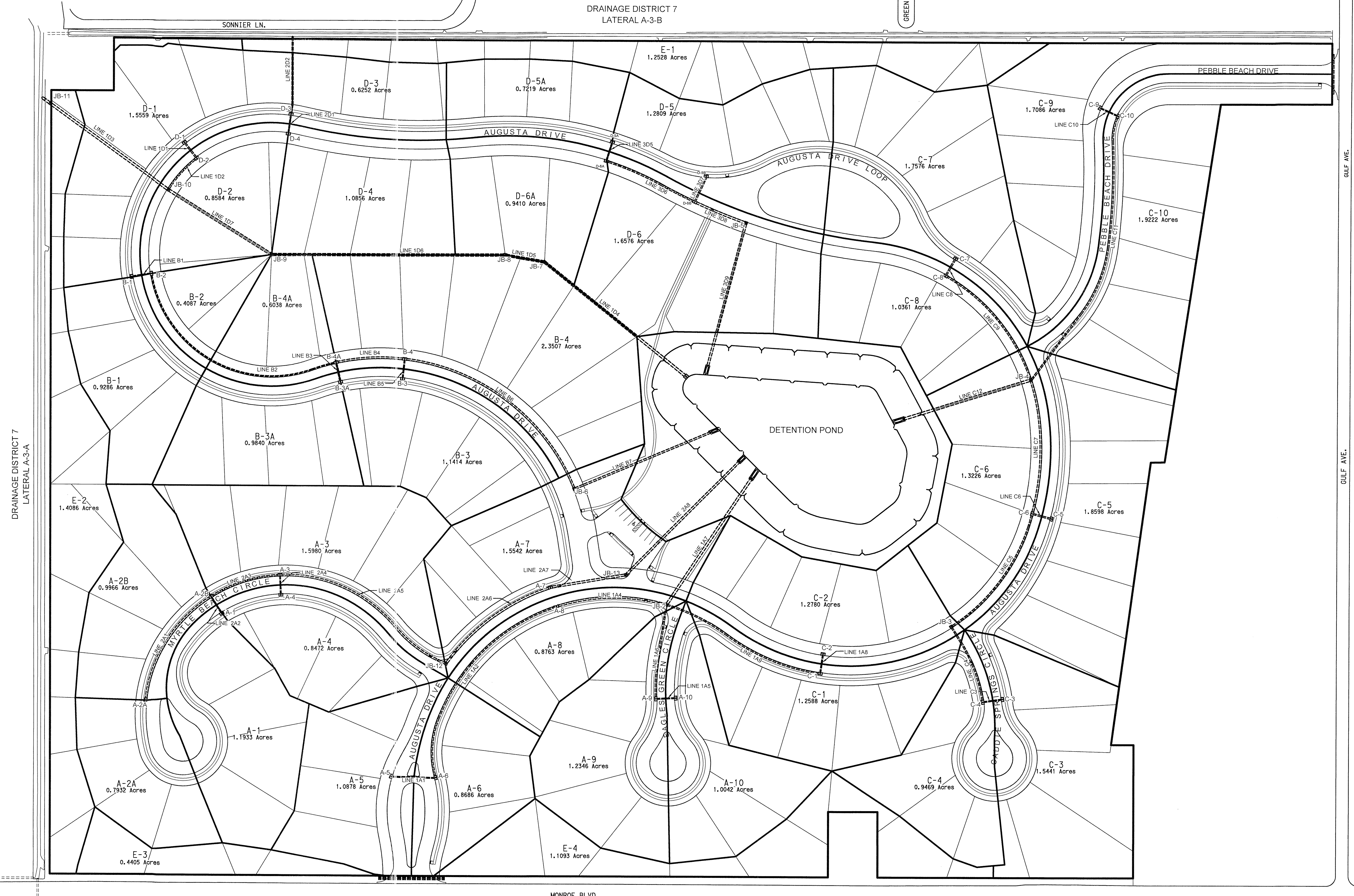
39       **WHEREAS**, this Ordinance dedicates and conveys to the City the infrastructure  
40 described in this Ordinance and in the Contract with Developer executed on July 29, 2024;  
41 and

44 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
45 CITY OF GROVES, TEXAS, THAT:



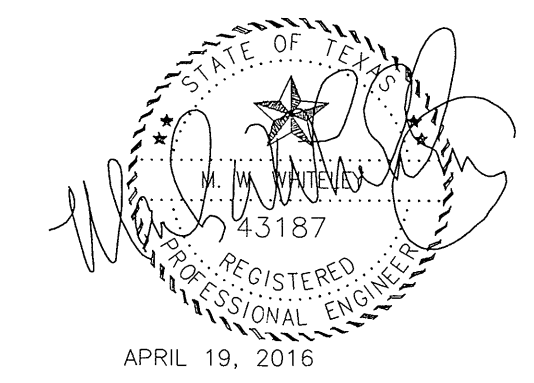


SCALE: 1"=80'



POST-DEVELOPMENT REAR YARD RUN-OFF CALCULATIONS

AREA I.D.	AREA (ac)	To (min)	INTENSITY (in/hr) (10 YR)	INTENSITY (in/hr) (25 YR)	INTENSITY (in/hr) (100 YR)	RATIONAL C	RUNOFF Q (cfs) (10 YR)	RUNOFF Q (cfs) (25 YR)	RUNOFF Q (cfs) (100 YR)
DA-E1	1.2528	10	9.24	10.64	11.03	0.35	4.05	4.67	4.84
DA-E2	1.4086	10	9.24	10.64	11.03	0.35	4.55	5.25	5.44
DA-E3	0.4405	10	9.24	10.64	11.03	0.35	1.42	1.64	1.70
DA-E4	1.1093	10	9.24	10.64	11.03	0.35	3.59	4.13	4.28



MARK W. WHITELEY  
AND ASSOCIATES  
INCORPORATED  
CONSULTING ENGINEERS,  
SURVEYORS, AND PLANNERS  
T.B.P.L.S. FIRM NO. 10106700  
TEXAS REG. ENG. FIRM NO. F-2633  
P. O. BOX 5492 BEAUMONT, TEXAS 77726-5492  
409-892-0421 3250 EASTEX FRWY BEAUMONT, TEXAS 77703  
(FAX) 409-892-1346  
© 2016 Mark W. Whiteley & Associates, Inc.  
This document, as an instrument of professional service, is the property of Mark W. Whiteley & Associates, Inc. and is not to be used, reproduced, copied or distributed, in whole or part without the written authorization of Mark W. Whiteley & Associates, Inc.

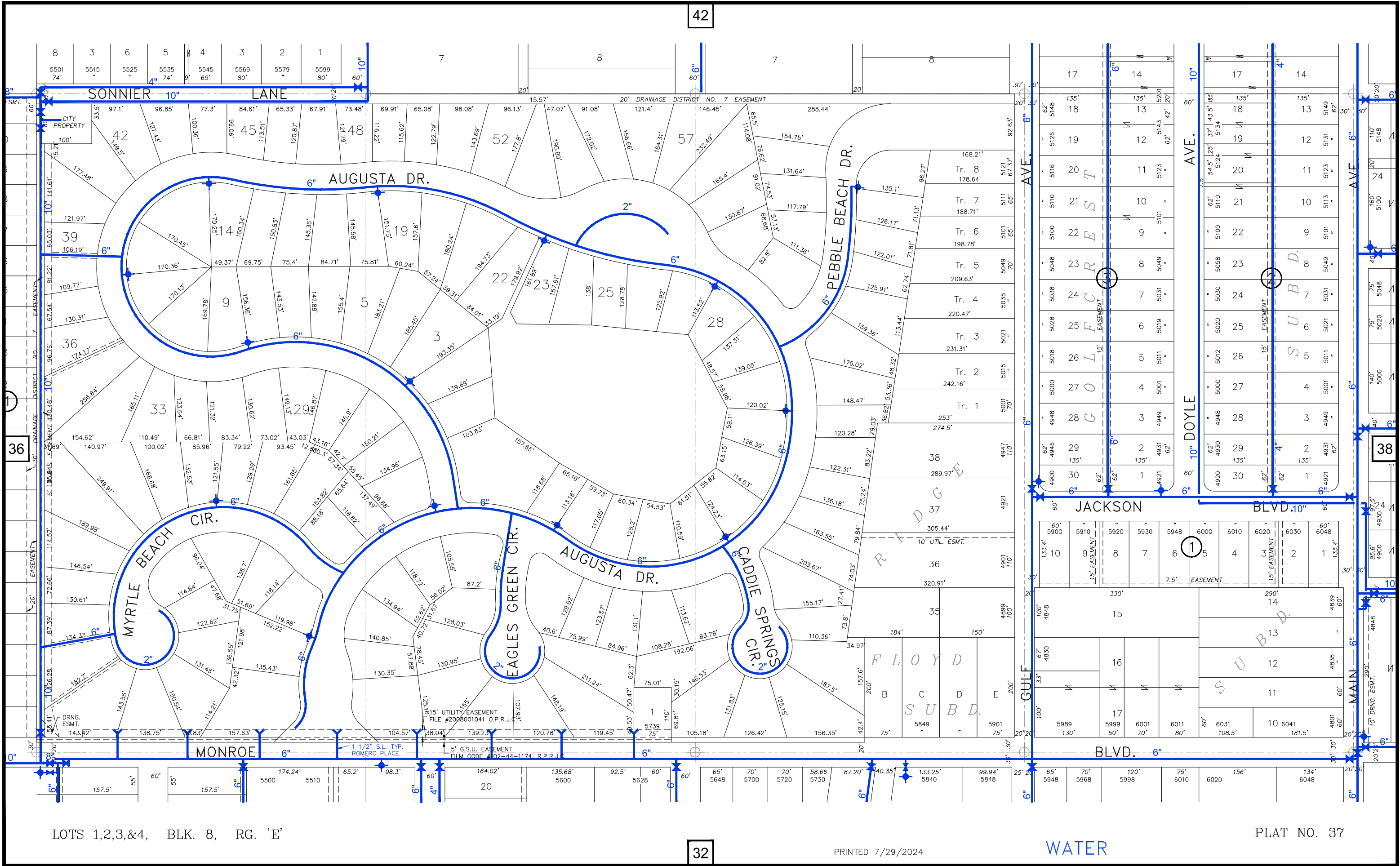
CLIENT: INDIAN SPRINGS ACH, LLC

INDIAN SPRINGS  
POST-DEVELOPMENT  
DRAINAGE AREA MAP

DR BY: SAW	CK BY: MWV	APP BY: MWV
VER: ACAD 2016	SCALE: 1"=80'	SHEET NO: C-22
DATE: APRIL 2016	W/2014/14-1060/Indian Springs Construction Plans/14-1060_Base.dwg	REV. 0
JOB NO. 14-1060		

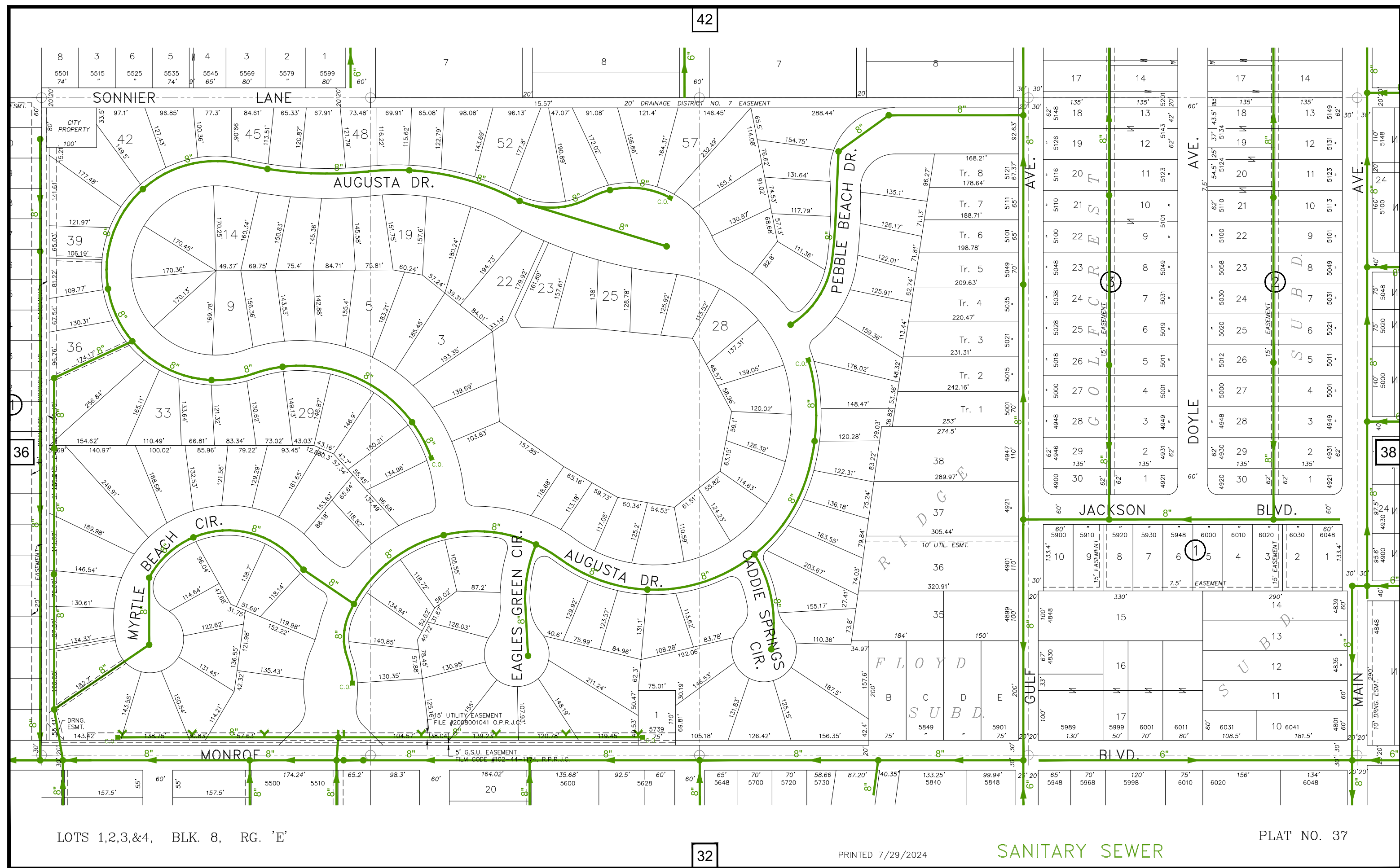
DRAINAGE





LOTS 1,2,3,&4, BLK. 8, RG. 'E'

PLAT NO. 37



LOTS 1,2,3,&4, BLK. 8, RG. 'E'

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 7/29/2024 Department: City Manager Agenda Item No. 9A

Title for Item (same as to be placed on Agenda): Deliberate and act on the July 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: 7/22/24 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

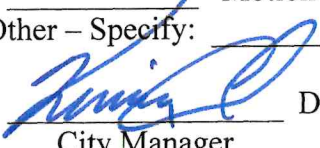
Staff Recommendation: Approval of the list, as presented.

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: 07/24/24  
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 - July 29, 2024**

Vendor	Description	Amount
1. Lower Neches Valley Authority	Raw water purchased	\$ 22,892.32
2. Otto Environmental Systems	New trash carts	\$ 31,099.20
3. Republic Services	Sludge disposal June 2024	\$ 11,990.15
Total		\$ 65,981.67

KC  
07/24/24



P U R C H A S E   O R D E R

City of Groves

PURCHASE ORDER # 09-37561

07/03/2024

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	22,892.32	22,892.32

\*\*\* TOTAL \*\*\*                      22,892.32

ORDERED BY: DAVID MOLBERT

APPROVED BY: TROY W. FOXWORTH

# CUSTOMER BILL

Customer # 029  
Bill Date 6/30/2024

Bill # 12607  
PO #



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

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

PKT  
33301

PO # 09-37561

## Billing Summary

Account Balance		Bill Summary			
Previous Account Balance	\$0.00	June Billing Period	6/1/2024 To 6/30/2024		
New Charges/Penalties	\$22,892.32	Billed Usage	65,389.000 KGal	Contracted Gallons	60,000,000
<b>Account Balance</b>	<b>\$22,892.32</b>				
<b>Due Date</b>	<b>7/31/2024</b>				

## Billing Details

Description	Billed Qty	Rate	Amount
Contract Rate	63,000.00 KGal	0.3300	\$20,790.00
Excess Rate	2,389.00 KGal	0.8800	\$2,102.32
<b>Total</b>	<b>65,389.00 KGal</b>		<b>\$22,892.32</b>

## Meter Details

Location	Previous Read	Current Read	Actual Usage
City of Groves	999.8830	65.2720	65,389,000.0000 Gal
		<b>Total</b>	<b>65,389,000.0000 Gal</b>

P U R C H A S E   O R D E R

City of Groves

PURCHASE ORDER # 09-37375

06/05/2024

ISSUED TO:                      VEND #: 01-23339  
 OTTO ENVIRONMENTAL SYSTEMS  
 12700 GENERAL DRIVE  
 CHARLOTTE, NC 28273

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

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
560.00	96 gal trash carts	05 -5-55-02-600	GARBAGE CONTAINERS	51.77	28,991.20
0.00	freight cost	05 -5-55-02-600	GARBAGE CONTAINERS	0.00	2,108.00
	560 96-gallon trash carts-\$28,991.20				
	Freight cost \$2,108				

\*\*\* TOTAL \*\*\* 31,099.20

ORDERED BY: Glen Boudoin

APPROVED BY: TROY W. FOXWORTH

PO# 09-37375

Packet 33133

Duramax Holdings LLC  
DBA Otto Environmental Systems  
12700 General Drive  
Charlotte, NC 28273



**Quote: 25826**

Page: 1/4

Glen Boudoin  
City of Groves  
4925 McKinley Blvd  
Groves TX 77619

Dear Glen,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to City of Groves. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: June 5, 2024 - July 5, 2024

Line	Product	Description	Quantity	Net Price	Net Value
10	9786565-FI0OC000H0-GROVESTX0T01	95 Gal Mil Trash Cart GROVESTX0 (SK)	560 Each	51.77 USD / 1 Each	28,991.20 USD
List Price			51.77 USD / 1 Each		28,991.20 USD
Freight			2,108.00 USD		2,108.00 USD
Cart Style: 95 Gal Mil 10-Stack/Metal Bar/Bib/One Handle Cart Base Color: 65 - Forest Green Lid Color: 65 - Forest Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					

Total Item Net Value	28,991.20 USD
Freight	2,108.00 USD
<b>Total</b>	<b>31,099.20 USD</b>

**Payment Terms:** 30 days net

**All Credit Card transactions are subject to a 2.5% processing fee.**

Purchased through Buy Board

# 694-23



Otto Environmental Systems North America, Inc.  
12700 General Drive, Charlotte, NC 28273



Quote: 25826

Page: 2 / 4

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Brian Buerkett

Brian.Buerkett@otto-usa.com

**Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.**

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

#### **Terms & Conditions for Quoted Freight**

**The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.**

**Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.**

**Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.**

**Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).**

**Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.**

**Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.**

**Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.**



**TERMS AND CONDITIONS OF SALE**

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. **ACCEPTANCE.** All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. **DELIVERIES.** Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. **RECEIVING DELAYS.** If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. **PRICES.** Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. **TERMS OF PAYMENT.** Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. **RETURNED GOODS AND CLAIMS.** Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. **CANCELLATION/CHANGES.** Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. **WARRANTY.** OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. **INDEMNIFICATION.** Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

10. **SECURITY AGREEMENT.** Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.

11. **LIMITATIONS.** Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.

12. **GOVERNING LAW; JURISDICTION.** This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13. **CUMULATIVE REMEDIES; WAIVER.** Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.

14. **ENTIRE AGREEMENT.** Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.

15. **SEVERABILITY.** If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.

16. **ACCOUNT CREDITS.** In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.

**AFFIRMATIVE ACTION.** This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender

identity, national origin, protected veteran status or disability. Rev 5/1/2019

# PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: July 18, 2024  
TO: Kevin Carruth

P.O. NUMBER: 09-37640  
FROM: Coby Doucet

## Purchase Recommendation

**Recommended Company:** Republic Services (33384)

**Items to be Purchased:** Sludge Disposal

CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-64-05-170	Sludge Disposal JUNE	1	\$11,990.15	\$11,990.15
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$11,990.15

**RECEIVED**  
**JUL 19 2024**  
**FINANCE**

\* Note: Purchases greater than \$5000.00 Require Council approval **before** ordering!

## REASONS FOR PURCHASE:

SLUDGE HAULED FROM WWTP TO LANDFILL FOR DISPOSAL.  
SLUDGE DISPOSAL MONTH OF JUNE. 20 CU YARD DUMPSTERS.  
2 CU YARD DUMPSTER @ 4925 MCKINLEY AVE.  
2 CU YARD DUMPSTER @ 1222 TAFT AVE EXT.

## QUOTES

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

Approved by: \_\_\_\_\_  
(PW Director)

Date: 7-18-2024

Approved by: \_\_\_\_\_  
(City Manager)

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

Date Council Approved \_\_\_\_\_





6425 Highway 347  
Beaumont TX 77705

**Customer Service** (409) 724-2371  
RepublicServices.com/Support

**Important Information**

Dear Valued Customer, our remit to address has changed! Please note the updated PO Box address in the "Make Checks Payable To" section and remember to include the bottom portion of the invoice with your payment.

**Account Number** 3-0862-1266188  
**Invoice Number** 0862-001188979  
**Invoice Date** June 30, 2024  
**Past Due on 06/30/24** **\$20,603.99**  
**Payments/Adjustments** **-\$9,289.92**  
**Current Invoice Charges** **\$11,990.15**

<b>Total Amount Due</b> <b>\$23,304.22</b>	<b>Payment Due Date</b> <b>Past Due</b>
---	--

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 06/04	79391	-\$9,289.92

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Groves Water Reclaim Ctr&gt;fel 4925 Mckinley Ave CSA SAG052501 Groves, TX</b>				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 06/01-06/30			\$182.31	\$182.31
Fuel Recovery Fee				\$34.31
Location Total				\$216.62

**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 06/01-06/30

Fuel Recovery Fee

Location Total

**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 05/28

Receipt Number 49262St 144155 M 2717778 Wt 459726

Pickup Service 05/29

St 144160 M 2717777 Wt 459802

Pickup Service 05/30

St 149262 M 2717776 Wt 459889

Pickup Service 05/31

St 144168 M 2717775 Wt 459984

Pickup Service 06/03

RECEIVED  
JUL 11 2024  
FINANCE

Past Due	30 Days	60 Days	90+ Days
	\$11,314.07	\$0.00	\$0.00



6425 Highway 347  
Beaumont TX 77705

Please Return This  
Portion With Payment

**Total Enclosed**

Return Service Requested

<b>Total Amount Due</b>	<b>\$23,304.22</b>
<b>Payment Due Date</b>	<b>Past Due</b>
<b>Account Number</b>	<b>3-0862-1266188</b>
<b>Invoice Number</b>	<b>0862-001188979</b>

☐ For Billing Address Changes,  
Check Box and Complete Reverse.

Make Checks Payable To:



00007416  
Q103  
CITY OF GROVES ATTN A/P  
GULF COAST WATER RECLAIM CTR  
3947 LINCOLN AVE  
GROVES TX 77619-4604



REPUBLIC SERVICES #862  
PO BOX 677156  
DALLAS TX 75267-7156

30862126618800000011889790011990150023304229

City of Groves

Page 50



6425 Highway 347  
Beaumont TX 77705

Account Number  
Invoice Number  
Invoice Date

3-0862-1266188  
0862-001188979  
June 30, 2024

**CURRENT INVOICE CHARGES**

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
St 144172 M 2717774 Wt 460063				
Pickup Service 06/04		1.0000	\$457.12	\$457.12
St 135036 M 2717773 Wt 460155				
Pickup Service 06/05		1.0000	\$457.12	\$457.12
St 144176 M 2717772 Nt 460280				
Pickup Service 06/06	Gabby	1.0000	\$457.12	\$457.12
St 136461 M 2717771 Wt 460360				
Pickup Service 06/07		1.0000	\$457.12	\$457.12
St 144187 M 2717770 Wt 460455				
Pickup Service 06/10		1.0000	\$457.12	\$457.12
St 144194 M 2717769 Wt 460559				
Pickup Service 06/11		1.0000	\$457.12	\$457.12
St 144198 M 2717768 Wt 460670				
Pickup Service 06/12		1.0000	\$457.12	\$457.12
St 157762 M 2717767 Wt 460790				
Pickup Service 06/13		1.0000	\$457.12	\$457.12
St 144423 M 2717766 Wt 460876				
Pickup Service 06/14		1.0000	\$457.12	\$457.12
St 144219 M 2717765 Wt 460961				
Pickup Service 06/17		1.0000	\$457.12	\$457.12
St 144750 M 2717764 Wt 461067				
Pickup Service 06/18		1.0000	\$457.12	\$457.12
St 144753 M 2717763 Wt 461166				
Pickup Service 06/20		1.0000	\$457.12	\$457.12
Receipt Number 44764St 144764 M 2717762 Wt 461263				
Pickup Service 06/21		1.0000	\$457.12	\$457.12
St 144768 M 2717761 Wt 461354				
Pickup Service 06/24		1.0000	\$457.12	\$457.12
St 136627 M 2717760 Wt 461480				
Pickup Service 06/25		1.0000	\$457.12	\$457.12
St 144775 M 3075892 Wt 461587				
Pickup Service 06/26		1.0000	\$457.12	\$457.12
St 144780 M 3075891 Wt 461705				
<b>Fuel Recovery Fee</b>				\$1,810.41
<b>Location Total</b>				\$11,409.93
<b>Total Fuel Recovery Fee</b>				\$1,902.47
<b>CURRENT INVOICE CHARGES, Due by July 20, 2024</b>				<b>\$11,990.15</b>

