

Notice of Regular Meeting

November 10, 2025, 5:00 p.m.

City Council Chamber, 3947 Lincoln Ave., Groves, TX



CITY COUNCIL

Notice is given that the Groves City Council will hold a regular meeting in person on the date, time, and location listed above. Live streaming of the meeting is available for viewing at <https://us02web.zoom.us/j/86147141167> or by scanning the QR code to the right. The City Council welcomes citizen participation at all City Council meetings on any agenda items within the limitations of law and decorum. City Council may adjourn into Executive Session to deliberate any agenda item listed if the matter for discussion meets an exception for Executive Session under Texas Government Code Chapter 551. The City Council may also deliberate in public on any item that is listed on the agenda for Executive Session.



Opening Agenda

1. Call meeting to order.
2. Prayer.
3. Pledge of Allegiance.
4. Roll Call.
5. Welcome and recognition of guests and news media.
6. Reports from Mayor, Council Members, or city staff.
7. Citizen comments.

Regular Agenda

8. Deliberate and act to approve the minutes of the October 20, 2025, C.O.D.E.S. Hearing.
9. Deliberate and act to approve the minutes of the October 27, 2025, City Council Meeting.
10. Administer Oaths of Office to newly elected Councilmembers for Ward No. 1 and Ward No. 3.
11. Deliberate and act on electing a Mayor Pro Tempore for the upcoming year.
12. Deliberate and act to adopt Ordinance No. 2025-21 amending Chapter 12, Section 12-11 and Chapter 27, Section 27-14 of the Code of Ordinances by granting exclusive franchise to BFI Waste Services of Texas, LP, DBA Republic Services of Beaumont for the collection and disposal of solid waste from large commercial units (10 yards or larger) and all industrial units within the City, establishing a franchise fee, and authorizing the City Manager to execute a Franchise Agreement.
13. Deliberate and act to authorize a Municipal Materials Maintenance Agreement with BFI Waste Services of Texas, LP, DBA Republic Services of Beaumont, for the collection and disposal of solid waste from large commercial units and all industrial units, and authorizing the City Manager to negotiate and execute all necessary documents.
14. Deliberate and act to award demolition services and authorize the City Manager to negotiate and execute all necessary documents.
15. Deliberate and act on the November 10, 2025, Invoice List.

Closing Agenda

16. Hear and deliberate on Council Member comments.
17. Adjourn.

Special Accommodations

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact City Clerk Clarissa Thibodeaux at (409) 960-5773 or cthibodeaux@cigrovestx.com at least three days before the meeting.

City of Groves
Agenda Item Information Form

Council Meeting Date: 11/10/2025 Department: City Manager Agenda Item No. 8

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the minutes of the October 20, 2025, C.O.D.E.S. Hearing.

Party(ies) requesting placement of this item on the agenda: Clarissa Thibodeaux, City Clerk

Submitted to City Manager's Office on: Date: 11/3/25 Time: 8:15 a.m. By: C. THIBODEAUX

Explanation of Item: _____

Deadline for Approval: Immediately.

Staff Recommendation: Approval of minutes, as presented.

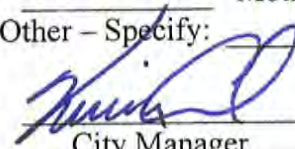
Alternative (if any) for consideration: _____

Identify any attachments to this document: October 20, 2025, C.O.D.E.S.

Minutes. _____

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

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

Signed: _____ Date: _____ Approved:  Date: 11/06/25

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 Council on Dangerous/Empty Structures (C.O.D.E.S.). A hearing was held on October 20, 2025, at 5:00 p.m. in the Groves City Council Chamber, with the following Council Members present: Mayor Chris Borne, Councilmember Mark McAdams, Councilmember Brandon Holmes, and Mayor Pro Tem Pete Konidis. Councilmember Rae Shauna Gay was absent. Councilmember Holmes then led the prayer and Pledge of Allegiance.

Mayor Borne asked for reports, and there were none.

Mayor Borne then asked for citizen comments, and Karim Isam Anabtawi of 4448 Roosevelt addressed the Council regarding the possible condemnation of his father's house. Mayor Borne reminded Mr. Anabtawi that these are citizen comments and that there will be no back-and-forth. Mr. Anabtawi also stated that the City Attorney represents his father's estate, and City Manager Kevin Carruth stated that Mr. Monk has already recused himself from this particular issue and is not a decision-making member of the body.

Ashley Higginbotham stated that she is a local real estate agent and asked whether the Council would call out each home. Mayor Borne stated that these are citizen comments. Ms. Higginbotham noted that she will wait until her house is called.

Mayor Borne then read the Notice of Public Meeting as follows: "The properties that will be discussed have been declared to be dangerous structures by the Neighborhood Services Division of the City of Groves, under the guidelines of the City of Groves code of ordinance, Chapter 28, Article V. Dangerous Structures. The properties will be brought before the City of Groves C.O.D.E.S. Council, at 3947 Lincoln Ave. The Hearing will begin at 5:00 p.m. for a Public Hearing to be held on October 20, 2025."

Mr. Pedraza addressed the locations individually as follows:

Building Official Don Pedraza addressed the Council, stating that he is requesting condemnation for each of the houses on the list and that he has spoken to only a few of the owners, so he is not sure who is here to represent all of these homes.

City Manager Kevin Carruth wanted to remind everyone that, just like last time, all the titles have been researched to notify all known owners. Each owner has been sent two letters, each by regular mail and by certified mail. In addition, in order to keep the community informed, ads have been run in the newspaper twice, placards have been placed on the structure, and signs have been placed in the yards.

6394 32nd Street: Building Official Don Pedraza stated that taxes owed are \$9,193.76. City utilities were closed as of May 1, 2024, with a balance of \$171.00. There are no City liens. This location is substandard, and the owner was using a generator illegally to provide power to the home. There are roaches, termites, trash, debris, junk vehicles, and high grass/weeds. Mr. Carruth stated that the owner has appeared in municipal court three times regarding the accumulation of junk, but it appears that he continues to bring in more. Mayor Borne inquired whether this home could be salvaged, and Code Enforcement Officer Adam Mayea responded that it might be, but it would require a substantial amount of work. Mr. Pedraza noted that his recommendation is a condemnation. Mayor Pro Tem Konidis made a motion to deem this property unsalvageable and condemn it. Councilmember McAdams seconded. The motion passed unanimously.

Mayor Borne wanted to remind everyone that the next step for the City will be to send out the final letter, informing them that their property has been condemned and that they have 30 days to remove any items they wish from the structure.

4845 Beaumont Avenue: Building Official Don Pedraza stated that there are no taxes owed, the city utilities account was closed on December 4, 2018, with a zero balance, and there are no City liens. Mr. Pedraza stated that this structure was actually brought down this past week. The first demolition company left the slab, but a subsequent company removed it. Mr. Monk stated that if we are not 100% sure we will not need to return to the property for anything else, he would recommend condemning it, even though it had already been torn down. Mayor Pro Tem Konidis made a motion to condemn 4845 Beaumont Avenue, and Councilmember Holmes seconded. The motion passed unanimously.

2820 Berry Avenue: Mr. Pedraza stated that taxes owed are \$4,641.46, utilities were closed on April 19, 2021, with a balance of \$783.16, and liens amount to \$4,571.99. Mr. Pedraza then stated that this structure has more than 50% damage/deterioration of non-supporting members, and greater than 33% damage/deterioration of supporting members. Mr. Pedraza also stated that this structure is substandard, with termite damage, and is not suitable for rehabilitation. Councilmember McAdams asked Mr. Carruth to explain how the liens work, and Mr. Carruth stated that whenever the City files a lien on the property, it remains and continues to accrue interest. When that property is sold, the City recoups the liens. Councilmember McAdams then asked what the liens could be for, and Mr. Carruth stated that they could be for mowing or demolition expenses. Councilmember McAdams made a motion to condemn 2820 Berry Avenue, and Councilmember Holmes seconded. The motion passed unanimously.

6579 Howe Street: Mr. Pedraza stated that there are no delinquent taxes, utilities were closed on May 24, 2022, with a balance of \$407.00, and there are no City liens. Mr. Pedraza noted that there is termite damage and that the condition is substandard. Mr. Pedraza then stated that Ms. Sawyer is the property's owner and is selling it to Mr. Mike Pena, who wants to obtain permits to repair it. Ashley Higginbotham spoke on behalf of this address. Ms. Higginbotham explained the process and what they need to do to sell this property to Mr. Pena. Mayor Borne stated his recommendation is to grant a 120-day extension and to ensure Mr. Pedraza is kept updated on the process. Mayor Pro Tem Konidis made a motion to condemn 6579 Howe Street, allowing a 120-day extension, and Councilmember Holmes seconded. The motion passed unanimously.

7240 Howe Street: Mr. Pedraza stated that there are no delinquent taxes, utilities are active as of June 17, 2025, with a balance of \$52.93, and no City liens. Mr. Pedraza then stated that this structure has more than 50% damage/deterioration of non-supporting members and greater than 33% damage/deterioration of supporting members. Mr. Pedraza also deemed this structure to be substandard and unsuitable for rehabilitation. Mr. Pedraza stated that this house is probably one of the worst in the bunch. The owner provided him with a scope of work in June, and the engineer sent a report on the structure. On the application, the owner listed Discount Plumbing as the plumber, but they are no longer in business. The owner also had illegal plumbing done at this location. The owner explained that he was unaware that the plumber had left Discount Plumbing and had moved to a new plumbing business. Mayor Borne asked if anyone had attempted to obtain the general building permit, and Mr. Pedraza stated that he had come in the previous Monday and provided him with the application and the scope of work. Mayor Borne asked whether the scope of

work covered what needed to be done to rehab the house, and Mr. Pedraza stated that he would say no. Mayor Borne then stated that Mr. Pedraza can adjust the scope of work to what needs to be done. Mayor Pro Tem Konidis asked whether the owner had rehabbed any other houses in Groves, and he stated he had previously rehabbed one on Maple Street. Mayor Pro Tem Konidis then asked Mr. Pedraza if he was familiar with that one and what the quality of work was. Mr. Pedraza stated that he had issued a stop-work order at that location because no permits had been pulled. After obtaining the permits, things went smoothly thereafter. James A. Babb was the engineer who wrote the report. Mr. Babb then addressed the Council, stating that he believes the house is livable and the only problems he located were in the garage. Mr. Babb also noted that someone mentioned the house isn't 1,200 square feet, but that in 1962, it wasn't required to be. Mr. Pedraza then asked Mr. Babb about how the house is sitting almost entirely on the ground, so there can be no airflow. Mr. Pedraza stated that there is a deflection on one side of the roof. Councilmember Holmes asked whether Mr. Pedraza and Mr. Mayea have training through the State regarding the standards, and Mr. Pedraza stated that he holds an International C.O.D.E. Certification for one- and two-family dwellings. This certification encompasses structural, electrical, plumbing, gas, and mechanical components. Councilmember Holmes made a motion for the condemnation of 7240 Howe Street with a 30-day grace period, and Councilmember McAdams seconded. The motion passed with Mayor Borne, Councilmember Holmes, and Councilmember McAdams in favor of the motion. Mayor Pro Tem Konidis opposed the motion.

6444 Jefferson Boulevard: Mr. Pedraza stated that he has had no contact with the owner since the hand-delivery of the letter. The property is not delinquent on taxes, has an active water account but is on hold with a balance of \$521.75, and has liens totaling \$301.06. Mr. Pedraza stated that the water was shut off because the owner cannot afford to pay a plumber to fix the break under the house. Mayor Pro Tem Konidis asked if the owner was living in the house, and Mr. Pedraza stated he was not sure, but she should not be. Mr. Pedraza noted that this location has greater than 30% damage/deteriorated supporting members, is substandard, and not suitable for rehabilitation. Mayor Pro Tem Konidis asked if we condemn this home, what actions are in place to remove the occupant, and City Marshal Christopher Robin stated that she is not allowed to stay overnight. If we find her there, then we would have to remove her from the premises. Mr. Carruth asked City Attorney Brandon P. Monk if, by evicting her through condemnation and demolition, we would incur any relocation expense obligations, and Mr. Monk stated that we do not. Mr. Monk then noted that the condemnation also addresses this issue by eliminating the need for an eviction proceeding. Mayor Pro Tem Konidis made a motion to condemn 6444 Jefferson Boulevard, and Councilmember McAdams seconded. The motion passed with Mayor Borne, Mayor Pro Tem Konidis, and Councilmember McAdams in favor of the motion. Councilmember Holmes abstained from voting.

6556 Madison Boulevard: Mr. Pedraza stated that the taxes owed on this property are \$4,639.90. City utilities were closed on February 22, 2023, with a balance of \$139.68, and there are liens totaling \$930.38. Mr. Pedraza stated he hasn't had any contact with the owner but thinks he might have spoken to the sister. Mr. Pedraza noted that the house could be remodeled, but would require adding square footage to bring it up to code. Edward B. Chatelain, the representative of Stacy Hebert, the sister of the late owner, Kevin Hebert, spoke on Ms. Hebert's behalf. The house is deeded in Mr. Hebert's name, and Ms. Stacy Hebert is the sole sibling heir. The ownership of the house will pass through heirship, and it has been determined that Ms. Hebert, along with a son of another deceased sibling, is the heir. They have not been able to locate the other heir.

Councilmember McAdams inquired about the timeframe for completing the heirship application, and Mr. Chatelain responded that it would hopefully be within 30 days. Mayor Pro Tem Konidis made a motion to condemn 6556 Madison Boulevard with a 120-day grace period, and Councilmember Holmes seconded. Motion passed unanimously.

6632 Madison Boulevard: Mr. Pedraza stated that when this process began, Mr. Riley owned the property, but has since sold it. This location has no delinquent taxes. City utilities were closed out on January 26, 2023, with a balance of \$95.70. Additionally, it has liens totaling \$406.06. Mr. Riley stated that at the closing, the lien balance was paid off. The new owner is aware that he has to bring everything up to code. This location has greater than 50% damage/deteriorated non-supporting members and also greater than 33% damage/deteriorated supporting members. Councilmember McAdams made a motion to condemn 6632 Madison Boulevard with a 90-day grace period, and Mayor Pro Tem Konidis seconded. Motion passed unanimously.

2932 Oak Avenue: Mr. Pedraza stated that the taxes owed on this property are \$5,628.87. The water account was closed on October 17, 2023, with a balance of \$1,667.96. Additionally, the property has liens totaling \$1,911.52. Mayor Pro Tem Konidis made a motion to condemn 2932 Oak Avenue, and Councilmember McAdams seconded. Motion passed unanimously.

3111 Oak Avenue: Mr. Pedraza stated that the taxes owed on this property are \$12,691.55. The water account was closed on March 4, 2025, with no balance remaining, and the property has no outstanding liens. This property is substandard and is also below the required square footage. Mayor Pro Tem Konidis made a motion to condemn 3111 Oak Avenue, and Councilmember Holmes seconded. Motion passed unanimously.

3240 Oak Avenue: Mr. Pedraza stated that there are no taxes owed on this property. The water account was closed on March 21, 2023, with a balance of \$25.60, and has liens totaling \$1,033.86. Mayor Pro Tem Konidis asked if anyone had spoken to the owner, and Mr. Pedraza stated that no one had contacted the city. Mr. Pedraza then informed the Council that there are termites all around the house. Councilmember Holmes made a motion to condemn 3240 Oak Avenue, and Mayor Pro Tem Konidis seconded. Motion passed unanimously.

4201 Taft Avenue: Mr. Pedraza stated that this property is \$387,649.26 delinquent on taxes. The water account was closed on February 10, 2025, with a balance of \$241.41, and has liens totaling \$526.10. Mr. Pedraza then stated that the owner of this property is now Jefferson County. Mayor Pro Tem Konidis inquired whether the County was aware of this location being up for condemnation. Code Enforcement Officer Adam Mayea stated that they had received letters, but no one from the County had contacted him. Mr. Anabtawi noted that he did not receive any letters regarding this hearing, and Mayor Borne stated that if you are not listed as the owner, then you wouldn't get any letters. Councilmember Holmes asked if we use a title search company when verifying the owners to whom we send letters, and City Manager Kevin Carruth stated that we do use a title company. Mayor Borne asked about the structure, and Mr. Pedraza noted that he didn't see anything structurally. Mayor Pro Tem Konidis requested that the City Manager investigate the ownership of this property. If it is the County, can it be condemned? Mayor Pro Tem Konidis made a motion to condemn 4201 Taft Avenue, allowing Mr. Carruth 60 days to determine who owns the property and whether it can be condemned. If it can be condemned, the property would be

condemned after those 60 days. Councilmember McAdams seconded. Motion passed unanimously.

6150 Washington Street: Mr. Pedraza stated that he has been in contact with the owner and has provided him with a scope of work. This property has no delinquent taxes, water account balance, or liens. Mr. Pedraza then stated that there is over 50% damage/deteriorated non-supporting members and 33% damage/deteriorated supporting members. Mr. Pedraza stated that this structure is substandard. The owner, Mr. Vasquez, now resides in California but has maintained regular contact with Mr. Pedraza. Mr. Santos, the representative for Mr. Vasquez, stated that he would like to renovate the house so that his family can live in it when they move back to Texas. Mr. Vasquez will not be able to come to Texas until the first of the year. Mayor Pro Tem Konidis asked when Mr. Vasquez had purchased this property, and he was informed that it had been purchased a couple of months ago. Mayor Pro Tem Konidis made a motion to condemn 6150 Washington Boulevard, but allowing a 120-day grace period, and Councilmember McAdams seconded. Motion passed unanimously.

4445 Wilson Avenue: Mr. Pedraza stated that this property has \$15,381.57 in delinquent taxes. The water account was closed on November 8, 2022, with no balance. There are no liens on this property. Mayor Pro Tem Konidis asked the owner what her plans were for the house, and she stated that she had inherited it. She then stated that her stepbrother is the executor of the will, and she is having problems with him finalizing everything. Mayor Pro Tem Konidis asked what she would like to do with this house, and she stated she would like to sell it. Mayor Borne asked if it could be rehabbed, and Mr. Pedraza stated it could. Councilmember Holmes made a motion to condemn 4445 Wilson Avenue with a 90-day grace period, and Mayor Pro Tem Konidis seconded. Motion passed unanimously.

Mayor Borne called for Councilmember Comments, and Councilmember Holmes thanked the property owners and the Council for considering each situation separately. Mayor Pro Tem Konidis thanked those who want to reinvest in these homes to get people living in them. Councilmember McAdams reiterated to everyone interested in rehabilitating these homes to stay in touch with Mr. Pedraza. Mayor Borne thanked Mr. Pedraza, Mr. Mayea, Mr. Monk, and Mr. Carruth for all of the work they put into this hearing. Mayor Borne stated that the piece and dignity program has helped take down close to 400 homes, and the land has been repurposed.

There was no further business, and Mayor Borne adjourned the meeting at 6:37 p.m.

Mayor

ATTEST:

City Clerk

City of Groves
Agenda Item Information Form

Council Meeting Date: 11/10/2025 Department: City Manager Agenda Item No. 9

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the minutes of the October 27, 2025, City Council Meeting.

Party(ies) requesting placement of this item on the agenda: Clarissa Thibodeaux, City Clerk

Submitted to City Manager's Office on: Date: 11/3/25 Time: 8:15 a.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: October 27, 2025, City Council Minutes.

Minutes.

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

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

Signed: _____ Date: _____ Approved:  Date: 11/06/25
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 on October 27, 2025, at 5:00 p.m. in the Groves City Council Chamber, with Mayor Chris Borne, Mayor Pro Tem Pete Konidis, Councilmember Brandon Holmes, and Councilmember Rae Shauna Gay in attendance. Councilmember Mark McAdams was absent. Mayor Borne called the meeting to order and welcomed the attendees. Mayor Borne then led the prayer and recited the Pledge of Allegiance.

Mayor Borne asked for reports, and City Manager Kevin Carruth stated that there were none.

Mayor Borne then called for citizen comments, but there were none.

DELIBERATE AND ACT TO APPROVE THE MINUTES OF THE OCTOBER 13, 2025, CITY COUNCIL MEETING: Mayor Pro Tem Konidis made a motion to deliberate and act to approve the minutes of the October 13, 2025, City Council Meeting. Councilmember Gay seconded. There were no questions, and the motion passed unanimously.

HEAR AND DELIBERATE ON A PRESENTATION REGARDING THE OCTOBER 7, 2025, NATIONAL NIGHT OUT EVENT: City Marshal Christopher Robin addressed the Council regarding the 2025 National Night Out. Marshal Robin stated that he wanted to update the Council on the outcome of the event with the street closure. Marshal Robin noted that we had a record turnout with zero incidents. Marshal Robin estimated 737 attendees, which is the highest he could actually verify, but believes there was in excess of 1,000 participants. Marshal Robin gave a shout-out to Chick-fil-A, Courtyard Café, Domino's and Stacked; these establishments provided a ton of food and beverages for the attendees. Marshal Robin also gave a shout-out to Gulf Credit Union, which is by far the biggest contributor at every event we have. Marshal Robin then thanked the Council, all city employees who helped, and the community. There were no questions from the Council.

DELIBERATE AND ACT ON A REQUEST BY GROVES PECAN FESTIVAL FOR HOTEL OCCUPANCY TAX FUNDS FOR TOURISM-RELATED ADVERTISING AND PROMOTION OF THE CITY: Councilmember Gay made a motion to deliberate and act on a request by Groves Pecan Festival for Hotel Occupancy Tax Funds for tourism-related advertising and promotion of the City. Councilmember Holmes seconded. Chamber Director Letha Knaus then spoke on behalf of the Groves Pecan Festival, stating that the festival is requesting \$22,000 in H.O.T. Funds to certify that our City's Pecan Statue is the official Guinness World Record holder for a fiberglass sculpture of a seed. The funds would be used to pay for the Guinness

World Record package of services that includes dedicated account management and record application support, along with an adjudicator to verify and certify the record. They will come down, and we will have an official ceremony, and they will give us the seal of approval. We also receive the rights to use their trademark in a local press release, along with one promotional video, and up to 1,000 printed items, for a two-week period to promote the event. We have already received a package from Lucky Go Media for two different spots for a TV commercial on KBMT and KFDM, which would feature 75 and 73 30-second commercials, offering an opportunity for 400,000 household impressions. The Chamber will cover the cost of this media package, valued at \$3,000, and will also cover the expenses for the representative from Guinness, including flight, hotel, and rental car. Councilmember Holmes inquired about the \$23,000 in the packet, and Ms. Knaus stated that it would have been the price if we had wanted it done within two weeks. However, if we waited 30 days, the cost would be \$22,000. Councilmember Holmes then asked if it would be for the Groves Pecan Festival as an organization, and Ms. Knaus stated it would go through them since they are the ones who sponsored the actual pecan being built. Councilmember Holmes then asked if we have to pay a yearly maintenance fee, and Ms. Knaus stated that we do not; rather, it is a one-time fee. Mayor Pro Tem Konidis wanted to make it clear that this money is not coming out of the general fund; it is strictly coming from the Hotel Motel funds. Mayor Borne asked Finance Director Lamar Ozley to provide a rundown of the approved uses of Hotel Motel Funds, and Mr. Ozley stated that there are a variety of items. Still, essentially, they are usually related to heads in beds. What kind of event will bring people who are not local to our area? Mayor Borne then asked Mr. Ozley if he could name some past uses for which we have used Hotel Motel money, and Mr. Ozley stated the Pecan Festival, Fetter's Tournament, and car shows. City Manager Kevin Carruth noted that the cost was equivalent to a regular advertising campaign but has longer lasting value.

Mayor Borne then asked Mr. Ozley if the fund had enough to support this request, and Mr. Ozley stated that the last time he checked, it had \$347,000, so yes, it does. Mayor Borne then asked who sets the occupancy tax rate and when it was last changed, and Mr. Ozley stated that the city authorizes the tax rate as allowed under State Law. The last time it was changed was before Mr. Ozley started working for the City. Mr. Carruth stated that, from what he has seen, every community reached the maximum tax rate as soon as possible, including us. Councilmember Holmes asked if we could use the Guinness logo for a billboard, and Ms. Knaus stated that she was unsure about that. City Attorney Brandon P. Monk noted that we have not yet seen the full contract, and Ms. Knaus stated that they will not draft it until the Council approves the H.O.T. money. Councilmember Gay amended her previous motion to

approve the Groves Pecan Festivals' request for \$22,000 in Hotel Occupancy Tax Funds for tourism-related advertising and promotion of the City. Councilmember Holmes seconded. There were no further questions, and the motion passed unanimously.

DELIBERATE AND ACT ON RESOLUTION 2025-11, CASTING BALLOTS FOR THE JEFFERSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS: Mayor Pro Tem Konidis made a motion to deliberate and act on resolution 2025-11, and Councilmember Gay seconded. City Manager Kevin Carruth stated that at the last Council meeting, Council approved a Resolution nominating Bert Lamson to serve on the Board of Directors for JCAD, and this is the actual casting of votes. We currently do not have anyone on the board who represents Mid-County, so the staff recommendation is to cast all 22 votes for Mr. Lamson. Mayor Pro Tem Konidis amended his previous motion on adoption of Resolution 2025-11 to cast all 22 votes for Bert Lamson, and Councilmember Gay seconded. There were no further questions, and the motion passed unanimously.

DELIBERATE AND ACT ON:

- A. AMENDING DEFINITIONS, REQUIREMENTS, PENALTIES, AND ENFORCEMENT IN CODE OF ORDINANCES CHAPTER 21, ARTICLE III, GAME ROOMS AND GAMING MACHINES;
- B. AMENDING CODE OF ORDINANCES PART III – APPENDICES, APPENDIX A – ZONING; AND/OR
- C. ORDINANCE 2025-20 APPROVING A PERMANENT MORATORIUM ON GAME ROOM APPLICATIONS.

Councilmember Holmes made a motion to deliberate and not act on:

- A. Amending definitions, requirements, penalties, and enforcement in Code of Ordinances Chapter 21, Article III, Game Rooms and Gaming Machines;
- B. Amending Code of Ordinances Part III – Appendices, Appendix A – Zoning; and/or
- C. Ordinance 2025-20 approving a permanent moratorium on game room applications.

There was no second, and the motion died.

Councilmember Gay made a motion to deliberate and act on:

- A. Amending definitions, requirements, penalties, and enforcement in Code of Ordinances Chapter 21, Article III, Game Rooms and Gaming Machines;

- B. Amending Code of Ordinances Part III – Appendices, Appendix A – Zoning; and/or
- C. Ordinance 2025-20 approving a permanent moratorium on game room applications.

Mayor Pro Tem Konidis seconded. Mayor Borne then stated that his recommendation at this time, since Councilmember McAdams is not here and also considering everything Council still needs to look at, he is not ready to agree with a full ban on 8-liners, so his recommendation is to extend the moratorium for 12 months and take no action on any of the other ordinances at this time. Councilmember Holmes inquired whether that would leave the current game rooms operational, and Mayor Borne confirmed that it is correct; they can continue to operate, but the City will not accept any new applications. Mr. Carruth stated that, to be clear, any existing permits that expire will be renewed upon payment of the required fees. Mr. Monk stated that the fees are necessary; if they do not pay their fees, it will violate their specific use permit, and it will no longer be intact. Councilmember Holmes asked if they would need a new special use permit, and Mr. Monk stated that they would not; they would only have to complete the application. Councilmember Holmes asked if continuing the moratorium would open us up to any litigation based on recent findings. Mr. Monk stated that he believes there will be more changes coming from the Legislature because something will have to happen to define this issue regarding unconstitutional 8-liners. Mr. Monk then indicated that he does not believe this will lead to litigation against the City because the City has the freedom to do as it wishes with 8-liners at this time.

Councilmember Gay made a motion to deliberate and act on Ordinance 2025-20 approving a 12-month moratorium extension on game room applications, and Mayor Pro Tem Konidis seconded. There was no further discussion, and the motion passed unanimously.

DELIBERATE AND ACT ON THE OCTOBER 27, 2025, INVOICE LIST:
Councilmember Gay made a motion to deliberate and act on the October 27, 2025, invoice list, and Mayor Pro Tem Konidis seconded.

INVOICES: City Manager Kevin Carruth presented invoices for payment totaling \$391,569.59 as follows:

- | | | |
|---------|---|-------------|
| 1. Beck | Replacement of pneumatic valve actuators with electric. | \$17,535.60 |
|---------|---|-------------|

2. Chameleon Industries Inc	Polymer for Water Plant.	\$34,317.60
3. Citibank	Purchasing card payment.	\$16,901.01
4. City of Beaumont	Radio system 2025-26.	\$27,843.35
5. City of Port Arthur	Garbage and trash collection August 26 th to September 25 th .	\$20,510.00
6. Enterprise	Vehicle lease for October 2025.	\$12,112.32
7. Kubota Tractor Corporation	Skid steer.	\$73,601.69
8. Moody Bros., Inc.	Annual prevention maintenance for Water Plant.	\$5,930.00
9. Moody Bros., Inc.	Annual PM for CL2 and SO2 systems for Wastewater Plant.	\$10,350.00
10. PVS DX, INC	Chlorine for water plant.	\$6,861.60
11. Republic Services	Sludge disposal September 2025.	\$8,233.46
12. Republic Services	August 2025 container service.	\$20,191.71
13. Revize LLC	Revize payment #2.	\$5,850.00
14. RTS Tactical	Active shooter kits.	\$17,577.25
15. T.R.E.S.	High service pump #2 rebuild.	\$5,350.00
16. T.R.E.S.	High service pump #1 rebuild.	\$36,824.00
17. Zone Industries	Repair of #4 Taft Lift station.	\$71,580.00

Mayor Borne asked for questions, and Councilmember Holmes inquired about the replacement of pneumatic valves, specifically whether the purchase included

installation. Public Works Director Troy Foxworth stated that we will purchase them and install them ourselves. Mayor Borne indicated that he thinks Port Neches is doing the same thing, and Mr. Foxworth stated they are, and are also using Beck. Mayor Borne then asked about the two pump rebuilds, and Mr. Foxworth noted that one is a motor. Mayor Borne then inquired about the lift station, and Mr. Carruth stated that replacing the pump would have cost over \$300,000, rather than repairing it. Mayor Borne asked if we had received the skid steer, and Mr. Foxworth noted that we had. Councilmember Holmes then inquired about the City of Beaumont's radio system line item, and Marshal Robin stated that the Southeast Texas Regional Planning Commission serves as a hub, where they maintain all of their radio towers and systems. For years, the Port Security Grants have funded the maintenance, so we only had to cover about 25% of the costs; however, this is no longer covered under the Port Security Grants. Marshal Robin then stated that for years, Beaumont would headline the Port Security Grants so that they would pay it all in full, and then all the other Cities would reimburse them. Although the Port Security Grants are no longer covering the costs, Beaumont is still footing the bill, and we reimburse them accordingly. Councilmember Holmes then asked if we are paying this out of the Police budget, and Marshal Robin stated that it is correct and it is a budgeted item. Councilmember Holmes inquired about an update on the rollout of the new website, and City Manager Kevin Carruth reported that staff had completed training earlier this month, with the next step being to update the content on the respective pages. There were no further questions, and the motion passed unanimously.

Mayor Borne asked for Councilmember comments. Councilmember Gay thanked all the sponsors for National Night Out, including Old West, for providing food for all the first responders and donating a television. There was no further business, and Mayor Borne adjourned the meeting at 5:46 p.m.

Mayor

ATTEST:

City Clerk

City of Groves
Agenda Item Information Form

Council Meeting Date: 11/10/2025 Department: City Manager Agenda Item No. 10

Title for Item (same as to be placed on Agenda): Administer Oaths of Office to newly elected Councilmembers for Ward No. 1 and Ward No. 3.

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

Submitted to City Manager's Office on: Date: 11/4/25 Time: 9:00 a.m. By: C THIBODEAUX

Explanation of Item: Ward No. 1 will be the current incumbent Mark McAdams and Ward No. 3 will be Charles Chelette. City Clerk Clarissa Thibodeaux will administer the Oath of Office to both of the individuals listed above.

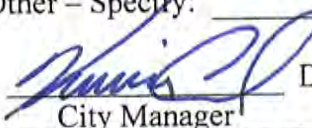
Deadline for Approval: Must be at the November 10th Meeting.

Staff Recommendation: Administer Oath of Office

Alternative (if any) for consideration: N/A

Identify any attachments to this document: _____

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

Signed: _____ Date: _____ Approved:  Date: 11/07/25
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 _____

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Mark McAdams, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Groves, Councilmember for Ward Number 1 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Clarissa Thibodeaux

Printed or Typed Name

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Charles Chelette, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of City of Groves, Councilmember for Ward Number 3 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Clarissa Thibodeaux

Printed or Typed Name

City of Groves
Agenda Item Information Form

Council Meeting Date: 11/10/2025 Department: City Manager Agenda Item No. 11

Title for Item (same as to be placed on Agenda): Deliberate and act on electing a Mayor Pro Tempore for the upcoming year.

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

Submitted to City Manager's Office on: Date: 11/5/24 Time: 10:30 a.m. By: C. THIBODEAUX

Explanation of Item: Article III, Sec. 5 of the Charter provides for a Mayor Pro Tempore but is silent on the method of election or term of office. Traditionally, the Council has rotated the duties of Mayor Pro Tem from one Council Member to the next in ward order, except when the next Council Member has less than a year of service. Following this tradition, the next person to serve would be Councilmember Gay.

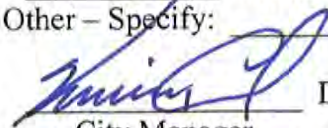
Deadline for Approval: Immediately

Staff Recommendation: None – Council Prerogative.

Alternative (if any) for consideration: Selecting someone in a different ward.

Identify any attachments to this document: Article III, Section 5 of the Code of Ordinances.

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

Signed: Date: Approved:  Date: 11/07/25
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

Section 5. Mayor pro tempore.

The City Council shall elect one (1) of its members Mayor Pro Tempore (Pro Tem) who shall perform the duties of the Mayor in the case of absence or disability of the Mayor; and if a vacancy shall occur, shall become acting Mayor until the vacancy is filled as provided in Section 6 of this Article of the Charter.

City of Groves
Agenda Item Information Form

Council Meeting Date: 11/10/2025 Department: City Manager Agenda Item No. 12

Title for Item (same as to be placed on Agenda): Deliberate and act to adopt Ordinance 2025-21 amending Chapter 12, Section 12-11 and Chapter 27, Section 27-14 of the Code of Ordinances by granting exclusive franchise to BFI Waste Services of Texas, LP, DBA Republic Services of Beaumont for the collection and disposal of solid waste from large commercial units (10 yards or larger) and all industrial units within the City, establishing a franchise fee, and authorizing the City Manager to execute a Franchise Agreement.
Party(ies) requesting placement of this item on the agenda: City Manager, Kevin Carruth

Submitted to City Manager's Office on: Date: 11/4/25 Time: 9:30 a.m. By: C. THIBODEAUX

Explanation of Item: See the accompanying City Manager's November 7, 2025, memo.

Deadline for Approval: Concurrent with the approval of agreement with Republic Services.

Staff Recommendation: Staff recommends the Council adopt Ordinance 2025-21, amending Chapter 12, Section 12-11, and Chapter 27, Section 27-14 of the Code of Ordinances by granting exclusive franchise to BFI Waste Services of Texas, LP, DBA Republic Services of Beaumont for the collection and disposal of solid waste from large commercial units (10 yards or larger) and all industrial units within the City, establishing a franchise fee, and authorizing the City Manager to execute a Franchise Agreement.

Alternative (if any) for consideration: Keep service the same.

Identify any attachments to this document: 1) City Manager's November 7, 2025, memo; 2) Sec. 12-11 and Sec. 27-14 of the Code of Ordinances; 3) Town and City legal Q&A; 4) Ordinance 2025-21.

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

Signed: Date: Approved:  Date: 11/07/24
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

REDLINED TRACKED CHANGES VERSION

Showing Amendments to City of Groves Code of Ordinances

Chapter 12, Section 12-11 - REDLINED VERSION

Sec. 12-11. ~~Collection of garbage, trash and/or rubbish by private persons, firms or corporations—Permit, fee; gross receipts tax; use of gross receipts tax proceeds~~
<ins>Collection of garbage, trash and/or rubbish---Exclusive franchise for large commercial and industrial units; Franchise fee</ins>.

(a) ~~An annual permit fee of twenty dollars (\$20.00) per truck shall be required of all private persons, firms or corporations collecting garbage, trash and/or rubbish within the city limits.~~
<ins>The City hereby grants an exclusive franchise to BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont (hereinafter "Franchisee") for the collection and disposal of garbage, trash, and/or rubbish from: (1) Large commercial units requiring containers of ten (10) yards or larger; and (2) All industrial units, both permanent and temporary, regardless of container size.</ins>

(b) ~~There is hereby levied an annual tax equal to nine (9) percent of the total gross receipts of all persons, firms or corporations collecting garbage, trash and/or rubbish within the city limits, except that material suitable for recycling and picked up in separate containers and delivered for recycling is exempt from said tax.~~ <ins>The exclusive franchise granted herein shall be subject to the terms and conditions set forth in the Municipal Materials Management Agreement between the City and Franchisee, which agreement is hereby approved and the City Manager is authorized to execute on behalf of the City.</ins>

(c) ~~Each person, firm or corporation collecting garbage, trash and/or rubbish within the city limits and using the city streets therefor shall file a report with the director of finance showing the total amount of its gross receipts collected from its customers for such services during each year and shall pay the aforesaid nine (9) percent tax on or before January 15 of the succeeding year.~~ <ins>There is hereby established a franchise fee equal to nine percent (9%) of the total gross receipts collected by the Franchisee from customers receiving services under this exclusive franchise within the city limits. Material suitable for recycling and picked up in separate containers and delivered for recycling shall be exempt from said franchise fee.</ins>

(d) ~~Upon reasonable notice, each such person, firm or corporation shall make its books and records available to the director of finance to enable him/her to determine the correctness of any report of its gross receipts for the year filed with the city as required by this section.~~ <ins>The

Franchisee shall remit the franchise fee to the City on or before the fifteenth (15th) day of each month for the previous month's billing.</ins>

~~(e) If any person, firm or corporation shall fail or refuse to timely file an annual report showing its gross receipts, then its permit shall be automatically revoked and terminated; unless for good cause the city council shall extend such time for filing.~~ <ins>The Franchisee shall file monthly reports with the director of finance showing the total amount of its gross receipts collected from its customers for services provided under this franchise during the previous month.</ins>

<ins>(f) Upon reasonable notice, the Franchisee shall make its books and records available to the director of finance to enable verification of the correctness of any report of gross receipts filed with the City as required by this section.</ins>

<ins>(g) Collection of garbage, trash and/or rubbish from residential units and small commercial units utilizing containers smaller than ten (10) yards shall remain open to competition and shall not be subject to this exclusive franchise. Private persons, firms, or corporations collecting such waste shall obtain an annual permit and pay an annual permit fee of twenty dollars (\$20.00) per truck.</ins>

<ins>(h) This exclusive franchise shall not apply to the collection and disposal of excluded waste as defined in the Municipal Materials Management Agreement, construction and demolition debris collected by contractors as part of construction projects, or specialized waste streams subject to separate regulatory requirements.</ins>

Chapter 27, Section 27-14 - REDLINED VERSION

~~Sec. 27-14. Permission required for private collection of garbage, trash, etc.;~~
<ins>Exclusive franchise for large commercial and industrial solid waste collection;</ins>
application for city utility service.

~~(a) Permit. Control of the collection of garbage, trash, rubbish and junk is vested in the city and the collection thereof on a regular basis for hire is prohibited except upon written permission from the city manager.~~ <ins>Exclusive Franchise. Control of the collection of garbage, trash, rubbish, and junk from large commercial units utilizing containers of ten (10) yards or larger and all industrial units is vested exclusively in BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont pursuant to the franchise granted in Chapter 12, Section 12-11 and the Municipal Materials Management Agreement. No other person, firm, or corporation shall provide commercial collection services for such units within the city limits without written authorization from the City Council.</ins>

<ins>(b) Open Market Services. Collection of garbage, trash, rubbish, and junk from residential units and small commercial units utilizing containers smaller than ten (10) yards may be provided by any properly permitted private hauler in accordance with applicable City ordinances.</ins>

~~(b)~~ <ins>(c)</ins> *Application for service.* Written application shall be made for water, sewer, or any other utility service that may be furnished by the city to the city upon forms furnished therefor. Such application shall state the name and address of the applicant, the type of utility service desired, the purposes for which the application is made and such other information as the city may request.

CITY OF GROVES
ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AMENDING CHAPTER 12, SECTION 12-11 AND CHAPTER 27, SECTION 27-14 OF THE CODE OF ORDINANCES; GRANTING AN EXCLUSIVE FRANCHISE TO BFI WASTE SERVICES OF TEXAS, LP D/B/A REPUBLIC SERVICES OF BEAUMONT FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE FROM LARGE COMMERCIAL UNITS (10 YARDS AND LARGER) AND ALL INDUSTRIAL UNITS WITHIN THE CITY; ESTABLISHING A FRANCHISE FEE; AUTHORIZING THE CITY MANAGER TO EXECUTE A FRANCHISE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Groves has determined that it is in the best interest of the public health, safety, and welfare to grant an exclusive franchise for the collection and disposal of solid waste from large commercial units utilizing containers of ten (10) yards or larger and all industrial units within the City; and

WHEREAS, BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont has demonstrated the capability to provide efficient and reliable solid waste collection services for such units; and

WHEREAS, the City Council finds that establishing an exclusive franchise for these services will ensure consistent, reliable service and proper disposal of commercial and industrial waste; and

WHEREAS, the City Council desires to replace the existing gross receipts tax structure with a franchise fee structure to modernize the City's approach to solid waste management regulation; and

WHEREAS, the City Council has reviewed and approved the terms of the proposed Municipal Materials Management Agreement with Republic Services;

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

SECTION 1. Chapter 12, Section 12-11 of the Code of Ordinances of the City of Groves, Texas is hereby amended to read as follows:

Sec. 12-11. Collection of garbage, trash and/or rubbish---Exclusive franchise for large commercial and industrial units; Franchise fee.

(a) The City hereby grants an exclusive franchise to BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont (hereinafter "Franchisee") for the collection and disposal of garbage, trash, and/or rubbish from: (1) Large commercial units requiring containers of ten (10) yards or larger; and (2) All industrial units, both permanent and temporary, regardless of container size.

(b) The exclusive franchise granted herein shall be subject to the terms and conditions set forth in the Municipal Materials Management Agreement between the City and Franchisee, which agreement is hereby approved and the City Manager is authorized to execute on behalf of the City.

(c) There is hereby established a franchise fee equal to nine percent (9%) of the total gross receipts collected by the Franchisee from customers receiving services under this exclusive franchise within the city limits. Material suitable for recycling and picked up in separate containers and delivered for recycling shall be exempt from said franchise fee.

(d) The Franchisee shall remit the franchise fee to the City on or before the fifteenth (15th) day of each month for the previous month's billing.

(e) The Franchisee shall file monthly reports with the director of finance showing the total amount of its gross receipts collected from its customers for services provided under this franchise during the previous month.

(f) Upon reasonable notice, the Franchisee shall make its books and records available to the director of finance to enable verification of the correctness of any report of gross receipts filed with the City as required by this section.

(g) Collection of garbage, trash and/or rubbish from residential units and small commercial units utilizing containers smaller than ten (10) yards shall remain open to competition and shall not be subject to this exclusive franchise. Private persons, firms, or corporations collecting such waste shall obtain an annual permit and pay an annual permit fee of twenty dollars (\$20.00) per truck.

(h) This exclusive franchise shall not apply to the collection and disposal of excluded waste as defined in the Municipal Materials Management Agreement, construction and demolition debris collected by contractors as part of construction projects, or specialized waste streams subject to separate regulatory requirements.

SECTION 2. Chapter 27, Section 27-14 of the Code of Ordinances of the City of Groves, Texas is hereby amended to read as follows:

Sec. 27-14. Exclusive franchise for large commercial and industrial solid waste collection; Application for city utility service.

74 (a) *Exclusive Franchise*. Control of the collection of garbage, trash, rubbish, and junk from large
75 commercial units utilizing containers of ten (10) yards or larger and all industrial units is vested
76 exclusively in BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont pursuant
77 to the franchise granted in Chapter 12, Section 12-11 and the Municipal Materials Management
78 Agreement. No other person, firm, or corporation shall provide commercial collection services
79 for such units within the city limits without written authorization from the City Council.

80 (b) *Open Market Services*. Collection of garbage, trash, rubbish, and junk from residential units
81 and small commercial units utilizing containers smaller than ten (10) yards may be provided by
82 any properly permitted private hauler in accordance with applicable City ordinances.

83 (c) *Application for service*. Written application shall be made for water, sewer, or any other
84 utility service that may be furnished by the City upon forms furnished therefor. Such application
85 shall state the name and address of the applicant, the type of utility service desired, the purposes
86 for which the application is made, and such other information as the City may request.

87 **SECTION 3. AUTHORIZATION TO EXECUTE AGREEMENT.** The City Manager is
88 hereby authorized and directed to execute the Municipal Materials Management Agreement with
89 BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont, in substantially the form
90 presented to the City Council, with such non-material changes as the City Manager and City
91 Attorney may approve.

92 **SECTION 4. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion
93 of this Ordinance is for any reason held invalid or unconstitutional by any court of competent
94 jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and
95 such holding shall not affect the validity of the remaining portions of this Ordinance.

96 **SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon
97 its passage, approval, and publication as required by law.

98 **SECTION 6. PUBLICATION.** The City Secretary is hereby directed to publish this Ordinance,
99 or its caption and penalty clause, in the official newspaper of the City of Groves within ten (10)
100 days of its passage.

101 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Groves, Texas, at
102 a regular meeting this ____ day of November, 2025.

103
104
105

Chris Borne, Mayor
106

107
108 **ATTEST:**
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111

112 **Clarissa Thibodeaux, City Clerk**

113

114

115 The foregoing ordinance, including all the provisions thereof, is hereby approved as to form

116 and legality.

117

118

119

Brandon P. Monk, City Attorney

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121

MEMORANDUM

To: Mayor and City Council
From: City Manager Kevin Carruth 
Date: November 7, 2025
Re: Commercial and Industrial Solid Waste Collection



Background

The City of Groves Sanitation Department collects residential and bulk waste only. At one time, the City collected commercial solid waste but found that the weight of the 300-gallon commercial containers was too much for the equipment. When the City decided to leave the commercial market, those accounts were turned over to Republic Services, with the City continuing to bill the customers.

The commercial and industrial service is an open market, i.e., a customer can contract directly with any sanitation company they want to. In the case of Republic Services, commercial customers can contract with Republic through the City or go directly to Republic. Section 12-11 of the Code of Ordinances requires solid waste collection firms to pay for an annual permit fee for each collection truck in addition to a nine percent tax on gross receipts. Section 27-14(a) restates the requirement of a permit for a permit. The ordinances accompany this memo.

The current state of implementation of the ordinances has raised several concerns:

1. No permits have been issued in many years, save for the agreement with Republic Services.
2. The \$20 per truck permit fee has not been collected from any sanitation collection provider.
3. Except for Republic, no sanitation company has paid the nine percent gross receipts tax.
4. Having multiple providers results in many more than necessary heavy trucks on city streets, accelerating pavement deterioration.

The City faces a strategic decision regarding how to structure sanitation collection services for the commercial and industrial market. This memo outlines the advantages and disadvantages of using a single exclusive provider compared with allowing multiple providers to operate in the city. The analysis considers cost efficiency, public health, environmental sustainability, and community satisfaction.

Advantages of a Single Provider

1. Operational Efficiency

- Eliminates duplication of collection routes.
- Reduces truck traffic, noise, and wear on city streets.

2. Cost Savings

- Achieves economies of scale with lower per-unit costs.
- Reduces administrative burden by managing only one contract.
- Allows for long-term, predictable pricing.

3. Environmental Benefits

- Decreases emissions due to fewer trucks.
- Ensures uniform recycling and waste diversion programs.

4. Consistency in Service

- Provides equal service levels across neighborhoods.
- Simplifies communication for residents and businesses.

5. Accountability & Oversight

- Easier monitoring of performance and safety standards.
- Clear responsibility for service delivery and contract compliance.

6. Public Health & Safety

- More reliable, citywide coverage reduces risks of missed pickups, illegal dumping, and pest issues.
- Better coordination in emergencies and natural disasters.

7. Community Cohesion

- Standardized bins and equipment improve neighborhood aesthetics.
- Unified public education efforts.

Disadvantages of a Single Provider

1. Reduced Competition

- Can limit market pressure to innovate or improve service.

2. Monopoly Risk

- Without competitive alternatives, residents may face higher costs if contract terms are not carefully managed.

3. Transition Risks

- If the provider underperforms, the City may face temporary service disruptions while securing a new contract.

Advantages of Multiple Providers

1. Increased Competition

- Encourages competition, which can lead to better service quality and innovation.

2. Customer Choice

- Provides customers with a choice in service level and pricing.

3. Spreads Risk

- Reduces reliance on a single vendor, spreading operational risk.

Disadvantages of Multiple Providers

1. Multiple Trucks

- Multiple trucks on the same streets increase traffic, emissions, and road wear.

2. Inconsistent Service

- Inconsistent service levels across neighborhoods.

3. Administrative Burden

- Greater administrative burden in overseeing several contracts or providers.

4. Lost Revenue

- Unpermitted providers do not pay the required permit fees and the nine percent gross receipts tax.

Legal Liability Analysis

- **Contractual Liability:** With one provider, liability for service failures is easier to identify and enforce through contract terms.
- **Regulatory Compliance:** A single provider simplifies the enforcement of environmental and safety regulations.
- **Transition from Open Market to Exclusive Franchise:** Recently enacted provisions of the accompanying H.B. 5057 added Sec. 363.120 to the Texas Health and Safety Code, requiring notices to customers and providers who have existing contracts at the time a city enters into an exclusive solid waste management service contract.

Recommendation

Based on efficiency, environmental sustainability, and public accountability, a offers stronger long-term benefits for the City. Staff recommends the City Council move to an exclusive franchise agreement with Republic Services for the collection of commercial and for industrial containers greater than 10 yards* and make necessary changes to the relevant ordinances.

*Ten-yard containers are typically used by homeowners and are delivered by heavy-duty pickup trucks. This does not present the damage to streets that larger roll-off containers do, and also maintains homeowner choice.

City of Groves Code of Ordinances

Supplement 23 Update 2

Online content updated on September 22, 2025

CODE OF ORDINANCES City of GROVES, TEXAS Codified through Ordinance No. 2025-10, enacted June 9, 2025. (Supp. No. 23, Update 2)

Sec. 12-11. Collection of garbage, trash and/or rubbish by private persons, firms or corporations—Permit, fee; gross receipts tax; use of gross receipts tax proceeds.

- (a) An annual permit fee of twenty dollars (\$20.00) per truck shall be required of all private persons, firms or corporations collecting garbage, trash and/or rubbish within the city limits.
- (b) There is hereby levied an annual tax equal to nine (9) percent of the total gross receipts of all persons, firms or corporations collecting garbage, trash and/or rubbish within the city limits, except that material suitable for recycling and picked up in separate containers and delivered for recycling is exempt from said tax.
- (c) Each person, firm or corporation collecting garbage, trash and/or rubbish within the city limits and using the city streets therefor shall file a report with the director of finance showing the total amount of its gross receipts collected from its customers for such services during each year and shall pay the aforesaid nine (9) percent tax on or before January 15 of the succeeding year.
- (d) Upon reasonable notice, each such person, firm or corporation shall make its books and records available to the director of finance to enable him/her to determine the correctness of any report of its gross receipts for the year filed with the city as required by this section.
- (e) If any person, firm or corporation shall fail or refuse to timely file an annual report showing its gross receipts, then its permit shall be automatically revoked and terminated; unless for good cause the city council shall extend such time for filing.

(Ord. No. 99-05, § 1, 4-19-99)

Sec. 27-14. Permission required for private collection of garbage, trash, etc.; application for city utility service.

- (a) *Permit.* Control of the collection of garbage, trash, rubbish and junk is vested in the city and the collection thereof on a regular basis for hire is prohibited except upon written permission from the city manager.
- (b) *Application for service.* Written application shall be made for water, sewer, or any other utility service that may be furnished by the city to the city upon forms furnished therefor. Such application shall state the name and address of the applicant, the type of utility service desired, the purposes for which the application is made and such other information as the city may request.

(Ord. No. 353, §§ 2, 4, 9-19-66; Ord. No. 785, § 1, 9-13-82)

Cross reference(s)—Public utilities communications regulations, § 27-87 et seq.

Legal Q&A

By Stephanie Huser, TML Legal Counsel

Q, Under what authority does a city regulate and provide solid waste service?

A. The primary authority for a city to regulate and provide solid waste service is found in Chapters 363 and 364 of the Health and Safety Code. Under Chapter 363, a city is:

- authorized to adopt rules for regulating solid waste collection, handling, transportation, storage, processing, and disposal (Tex. Health & Safety Code § 363.111(a));
- authorized to prohibit the processing or disposal of city or industrial solid waste in certain areas (*Id.* § 363.112);
- required to ensure that solid waste management services are provided to all persons in its jurisdiction by a public agency or private person (*Id.* § 363.113);
- authorized to offer recycling service to persons in its jurisdictional boundaries and may charge fees for that service (*Id.* § 363.114);
- authorized to enter into contracts to enable it to furnish or receive solid waste management services on the terms considered appropriate by the city council (*Id.* §§ 363.116(a), 363.117 [setting out the various things a city may provide for in a solid waste management service contract]); and
- authorized to fund solid waste management services by various means (*Id.* § 363.119).

Under Chapter 364, a city is:

- authorized to contract with certain other public entities or a private contractor to furnish solid waste collection, transportation, handling, storage, or disposal services (Tex. Health & Safety Code § 364.031);
- authorized to offer solid waste disposal service to persons in its territory, require the use of the service by those persons, charge fees for the service, and establish the service as a separate utility (*Id.* § 364.034); and
- authorized to enter into an agreement for the collection of unpaid solid waste disposal services fees (*Id.* § 364.037).

Q. May a city award an exclusive franchise for solid waste collection and disposal services?

A. Yes, except in relation to grease or grit trap waste. *See* Tex. Health & Safety Code § 364.034(f); *Adams v. City of Weslaco*, No. 13-06-00697-CV, 2009 WL 1089442, at *14 (Tex. App.—Corpus Christi—Edinburgh Apr. 23, 2009, no pet.). Cities have broad authority under state law to contract with solid waste services providers to furnish solid waste collection, transportation, handling, storage, or disposal, require the use of the service by city residents, and charge fees for the service. *See* Tex. Health & Safety Code §§ 364.031; 364.034.

Similarly, courts and the attorney general have upheld the authority of general law and home-rule cities to grant exclusive garbage collection services to a private party. *See Builder Recovery Servs., LLC v. Town of Westlake*, No. 21-0173, 2022 WL 1591976, at *3 (Tex. May 20, 2022) (the court's ruling does not affect a general-law city's ability to continue to collect franchise fees from residential and commercial solid waste providers providing services in the city pursuant to an exclusive franchise agreement); *Republic Waste Servs. of Tex., Ltd. v. Tex.*

Disposal Sys., Inc., 848 F.3d 342, 347 (5th Cir. 2016); *Grothues v. City of Helotes*, 928 S.W.2d 725, 727 (Tex. App.—San Antonio 1996, no writ); *Browning-Ferris, Inc. v. City of Leon Valley*, 590 S.W.2d 729, 732 (Tex. Civ. App.—San Antonio 1979, writ ref'd n.r.e.) (allowing exclusive contracts for the disposal of sewage over a fixed period of years, as well as ordinances having the same purposes, sustained as a lawful exercise of the police power); Op. Tex. Att’y Gen. No. DM-401 (1996) (city may grant an exclusive franchise and contract to a private company to collect, haul, and dispose of all solid waste materials within the city limit).

The statutory framework granting authority to cities to collect fees pursuant to agreements for exclusive solid waste franchises has led to different methodologies and rates for collection of franchise fees on solid waste providers, based on local needs in each community.

Q. Can a city grant an exclusive franchise for construction waste hauling services?

A. The authority of a home rule city to grant an exclusive franchise for construction waste hauling services was addressed in a 2016 federal court of appeals case. *See Republic Waste Servs. of Tex., Ltd. V. Tex. Disposal Sys., Inc.*, 848 F.3d 342 (5th Cir. 2016). The court in this case upheld the authority of the City of San Angelo, a home rule city, to enforce an exclusive solid waste franchise, including as it related to temporary construction “rolloff” dumpsters. In its ruling, the court concluded that the language of section 364.034(h) of the Texas Health and Safety Code (which states “[t]his section does not apply to a private entity that contracts to provide temporary solid waste disposal services to a construction project”) did not “indicate an unmistakably clear legislative intent to limit [home-rule city] authority.” *Id.* Reasoning that the authority for an exclusive franchise derives from the City of San Angelo’s home rule authority, and that the statutory “carve out” of subsection (h) did not preempt that power with unmistakable clarity, the court overturned the district court ruling clearing up the question about whether the language was intended to exclude temporary construction dumpsters from an exclusive municipal franchise agreement. *Id.*

In a recent ruling, the Texas Supreme Court upheld a general law city’s express power to regulate construction trash hauling, but found that it did not include an implied power to charge a licensing fee based on a percentage of revenue to construction-site waste hauling businesses. *See Builder Recovery Servs., LLC v. Town of Westlake*, No. 21-0173, 2022 WL 1591976, at *5 (Tex. May 20, 2022). The court opined that because a percentage-of-revenue fee “fluctuates based on market forces having nothing to do with the Town’s regulatory expenses, and because it resembles a business tax in its calculation method, a percentage-of-revenue fee is different in kind from cost-recovery fees a general-law city might validly charge incident to its power to regulate trash hauling.” *Id.* The court provided that a “more conventional, volume-based fee under which the Town charged fixed amounts per license application or per construction site, for instance, could be calibrated to offset staffing or paperwork expenses incurred by the Town because of the regulation.” *Id.*

Q. Is a city required to follow competitive procurement procedures in order to contract for solid waste disposal services with a value of greater than \$50,000?

A. No. Although Texas cities must *generally* follow competitive bidding or proposal procedures if an expenditure of city funds will be more than \$50,000, section 252.022(a)(2) of the Local Government Code provides that a purchase necessary to preserve or protect the

public health or safety of the city's residents is excepted from the competitive purchasing requirements. Tex. Loc. Gov't Code §§ 252.021, 252.022(a)(2). Although state law does not expressly provide that the provision of solid waste disposal services falls within the section 252.022(a)(2) exception, Texas courts have construed the provision in this manner. *See, e.g., Browning-Ferris, Inc.* 590 S.W.2d 729 (construing statutory predecessor); *Adams*, 2009 WL 1089442, at *6 (the court held "that a competitive bid for the franchise in question was not required," citing section 252.022(a)(2)).

Despite the fact that a city is not required by law to use competitive purchasing procedures to obtain solid waste disposal services, many cities choose to do so as one means of securing the best service at the lowest cost. Ultimately, the decision is left to each individual city as to the best manner to acquire these services.

Q. If a city ordinance provides for mandatory trash pickup, does a person still have the option to use outdoor burning as a method to dispose of domestic waste?

A. Maybe. The Outdoor Burning Rule promulgated by the Texas Commission on Environmental Quality (TCEQ) provides that except where the city has enacted an ordinance that permits outdoor burning consistent with Subchapter E of Chapter 382 of the Texas Health and Safety Code (Texas Clean Air Act), outdoor burning must be outside the corporate limits of a city. 30 Tex. Admin. Code § 111.219. Thus, a city has—within the bounds of the Clean Air Act—discretionary authority to allow outdoor burning in the city limits. However, where a city does not provide for or authorize solid waste collection service, certain domestic waste may be burned on the property where the waste is generated. *Id.* § 111.209.

For more information about outdoor burning, download TCEQ's publication *Outdoor Burning in Texas* at <https://www.tceq.texas.gov/downloads/publications/rg/outdoor-burning-in-texas-rg-49.pdf>, or call TCEQ at 888-777-3186.

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MEMORANDUM

To: Mayor and City Council
From: City Manager Kevin Carruth *KC*
Date: November 7, 2025
Re: Commercial and Industrial Solid Waste Collection



Background

The City of Groves Sanitation Department collects residential and bulk waste only. At one time, the City collected commercial solid waste but found that the weight of the 300-gallon commercial containers was too much for the equipment. When the City decided to leave the commercial market, those accounts were turned over to Republic Services, with the City continuing to bill the customers.

The commercial and industrial service is an open market, i.e., a customer can contract directly with any sanitation company they want to. In the case of Republic Services, commercial customers can contract with Republic through the City or go directly to Republic. Section 12-11 of the Code of Ordinances requires solid waste collection firms to pay for an annual permit fee for each collection truck in addition to a nine percent tax on gross receipts. Section 27-14(a) restates the requirement of a permit for a permit. The ordinances accompany this memo.

The current state of implementation of the ordinances has raised several concerns:

1. No permits have been issued in many years, save for the agreement with Republic Services.
2. The \$20 per truck permit fee has not been collected from any sanitation collection provider.
3. Except for Republic, no sanitation company has paid the nine percent gross receipts tax.
4. Having multiple providers results in many more than necessary heavy trucks on city streets, accelerating pavement deterioration.

The City faces a strategic decision regarding how to structure sanitation collection services for the commercial and industrial market. This memo outlines the advantages and disadvantages of using a single exclusive provider compared with allowing multiple providers to operate in the city. The analysis considers cost efficiency, public health, environmental sustainability, and community satisfaction.

Advantages of a Single Provider

1. Operational Efficiency

- Eliminates duplication of collection routes.
- Reduces truck traffic, noise, and wear on city streets.

2. Cost Savings

- Achieves economies of scale with lower per-unit costs.
- Reduces administrative burden by managing only one contract.
- Allows for long-term, predictable pricing.

3. Environmental Benefits

- Decreases emissions due to fewer trucks.
- Ensures uniform recycling and waste diversion programs.

4. Consistency in Service

- Provides equal service levels across neighborhoods.
- Simplifies communication for residents and businesses.

5. Accountability & Oversight

- Easier monitoring of performance and safety standards.
- Clear responsibility for service delivery and contract compliance.

6. Public Health & Safety

- More reliable, citywide coverage reduces risks of missed pickups, illegal dumping, and pest issues.
- Better coordination in emergencies and natural disasters.

7. Community Cohesion

- Standardized bins and equipment improve neighborhood aesthetics.
- Unified public education efforts.

Disadvantages of a Single Provider

1. Reduced Competition

- Can limit market pressure to innovate or improve service.

2. Monopoly Risk

- Without competitive alternatives, residents may face higher costs if contract terms are not carefully managed.

3. Transition Risks

- If the provider underperforms, the City may face temporary service disruptions while securing a new contract.

Advantages of Multiple Providers

1. Increased Competition

- Encourages competition, which can lead to better service quality and innovation.

2. Customer Choice

- Provides customers with a choice in service level and pricing.

3. Spreads Risk

- Reduces reliance on a single vendor, spreading operational risk.

Disadvantages of Multiple Providers

1. Multiple Trucks

- Multiple trucks on the same streets increase traffic, emissions, and road wear.

2. Inconsistent Service

- Inconsistent service levels across neighborhoods.

3. Administrative Burden

- Greater administrative burden in overseeing several contracts or providers.

4. Lost Revenue

- Unpermitted providers do not pay the required permit fees and the nine percent gross receipts tax.

Legal Liability Analysis

- **Contractual Liability:** With one provider, liability for service failures is easier to identify and enforce through contract terms.
- **Regulatory Compliance:** A single provider simplifies the enforcement of environmental and safety regulations.
- **Transition from Open Market to Exclusive Franchise:** Recently enacted provisions of the accompanying H.B. 5057 added Sec. 363.120 to the Texas Health and Safety Code, requiring notices to customers and providers who have existing contracts at the time a city enters into an exclusive solid waste management service contract.

Recommendation

Based on efficiency, environmental sustainability, and public accountability, a offers stronger long-term benefits for the City. Staff recommends the City Council move to an exclusive franchise agreement with Republic Services for the collection of commercial and for industrial containers greater than 10 yards* and make necessary changes to the relevant ordinances.

*Ten-yard containers are typically used by homeowners and are delivered by heavy-duty pickup trucks. This does not present the damage to streets that larger roll-off containers do, and also maintains homeowner choice.

City of Groves Code of Ordinances

Supplement 23 Update 2

Online content updated on September 22, 2025

CODE OF ORDINANCES City of GROVES, TEXAS Codified through Ordinance No. 2025-10, enacted June 9, 2025. (Supp. No. 23, Update 2)

Sec. 12-11. Collection of garbage, trash and/or rubbish by private persons, firms or corporations—Permit, fee; gross receipts tax; use of gross receipts tax proceeds.

- (a) An annual permit fee of twenty dollars (\$20.00) per truck shall be required of all private persons, firms or corporations collecting garbage, trash and/or rubbish within the city limits.
- (b) There is hereby levied an annual tax equal to nine (9) percent of the total gross receipts of all persons, firms or corporations collecting garbage, trash and/or rubbish within the city limits, except that material suitable for recycling and picked up in separate containers and delivered for recycling is exempt from said tax.
- (c) Each person, firm or corporation collecting garbage, trash and/or rubbish within the city limits and using the city streets therefor shall file a report with the director of finance showing the total amount of its gross receipts collected from its customers for such services during each year and shall pay the aforesaid nine (9) percent tax on or before January 15 of the succeeding year.
- (d) Upon reasonable notice, each such person, firm or corporation shall make its books and records available to the director of finance to enable him/her to determine the correctness of any report of its gross receipts for the year filed with the city as required by this section.
- (e) If any person, firm or corporation shall fail or refuse to timely file an annual report showing its gross receipts, then its permit shall be automatically revoked and terminated; unless for good cause the city council shall extend such time for filing.

(Ord. No. 99-05, § 1, 4-19-99)

Sec. 27-14. Permission required for private collection of garbage, trash, etc.; application for city utility service.

- (a) *Permit.* Control of the collection of garbage, trash, rubbish and junk is vested in the city and the collection thereof on a regular basis for hire is prohibited except upon written permission from the city manager.
- (b) *Application for service.* Written application shall be made for water, sewer, or any other utility service that may be furnished by the city to the city upon forms furnished therefor. Such application shall state the name and address of the applicant, the type of utility service desired, the purposes for which the application is made and such other information as the city may request.

(Ord. No. 353, §§ 2, 4, 9-19-66; Ord. No. 785, § 1, 9-13-82)

Cross reference(s)—Public utilities communications regulations, § 27-87 et seq.

Legal Q&A

By **Stephanie Huser**, TML Legal Counsel

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For more information about outdoor burning, download TCEQ's publication *Outdoor Burning in Texas* at <https://www.tceq.texas.gov/downloads/publications/rg/outdoor-burning-in-texas-rg-49.pdf>, or call TCEQ at 888-777-3186.

City of Groves
Agenda Item Information Form

Council Meeting Date: 11/10/2025 Department: City Manager Agenda Item No. 14

Title for Item (same as to be placed on Agenda): Deliberate and act to award demolition services and authorize the City Manager to negotiate and execute all necessary documents.

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

Submitted to City Manager's Office on: Date: 11/4/25 Time: 1:30 p.m. By: C. THIBODEAUX

Explanation of Item: See accompanying City Manager's November 7, 2025, memo.

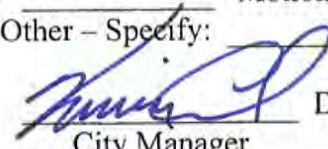
Deadline for Approval: November 10, 2025

Staff Recommendation: Staff recommends the Council award a contract for demolition services to Frakes Construction for \$129,369.00, and authorize the City Manager to negotiate and execute all necessary documents.

Alternative (if any) for consideration: None.

Identify any attachments to this document: 1) City Manager's November 7, 2025, memo; 2) IFB pricing Sheet; 3) Selections from IFB.

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

Signed: _____ Date: _____ Approved:  Date: 11/07/25
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): \$ 0 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: City Manager Kevin Carruth *KC*
Date: November 7, 2025
Re: Invitation for Bid for Demolition Services



Background

The City of Groves conducted meetings of the Council on Dangerous/Empty Structures (C.O.D.E.S.) public hearings on March 25 and April 14, 2025. A total of 18 structures were condemned as a result of these meetings. The City issued an Invitation for Bid (IFB) on October 14, 2025, soliciting responses from vendors to demolish 11 of the structures. Ads were placed in the *Beaumont Examiner's* September 18 and 25, 2025 editions, and notice was placed on the City's website, and direct mailed to 12 vendors. The IFB was also sent to a historically underutilized businesses clearinghouse in Houston.

A detailed scope of work and sample agreement accompany this memo. Please review those documents for detailed information.

Response

Two vendors responded to the City's IFB – Frakes Construction (Groves, TX) and Construction Managers of Southeast Texas (CMST), LLC (Beaumont, TX). Frakes' bid is \$129,369.00 and CMST's bid is \$510,037.00. Both bids appear to be complete. The bid from Frakes is in line with expectations.

It is possible one explanation for the large difference in price between the two bidders is that CMST may not have made in-person visits to each demolition site and instead relied on outdated Google Street View or something similar. This is based on the fact that CMST bid \$39,914 and \$53,938 for two lots in which the structures have been demolished and all that remains is the slab. Frakes bid \$1,800 and \$2,625, respectively, for the same lots.

Recommendation

Based on the bid price and previous experience with the vendor, Staff recommends the Council select Frakes Construction. A

ATTACHMENT C: PRICING SHEET

Prices for all goods and/or services shall be all-inclusive. Pricing offered shall be valid for ninety (90) days from response due date. The City is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

Component Lump Sum Price: Bidder shall provide a Lump Sum Price for each component of work as indicated below to complete the scope of services contained in Exhibit A – Project Scope of Work in accordance with the specifications contained in this document. Costs include all construction services, labor, materials, project management, bonding, insurance, permitting, general conditions, profit, and other costs to provide a turnkey service.

ITEM	DESCRIPTION	TOTAL
1	6136 25th St, Groves, TX	\$ 8,811
2	6322 32nd St, Groves, TX	\$ 18,425
3	5224 33rd St., Groves, TX	\$ 1,800
4	2724 Boyd Ave, Groves, TX	\$ 12,699
5	3230 Boyd Ave., Groves, TX	\$ 2,625
6	6455 Coolidge Ave, Groves, TX	\$ 1,785
7	5599 Craig, Groves, TX	\$ 5,295
8	3429 Graves, Groves, TX	\$ 13,090
9	3139 Maple Ave, Groves, TX	\$ 10,250
10	5024 Monroe Blvd, Groves, TX	\$ 19,700
11	6109 Willis, Groves, TX	\$ 18,799
TOTAL LUMP SUM PRICE		\$129,369 ⁰⁰

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ITEM	DESCRIPTION	TOTAL
1	6136 25th St, Groves, TX	\$ 47,661.00
2	6322 32nd St, Groves, TX	\$ 39,309.00
3	5224 33rd St., Groves, TX	\$ 38,414.00
4	2724 Boyd Ave, Groves, TX	\$ 33,743.00
5	3230 Boyd Ave., Groves, TX	\$ 53,938.00
6	6455 Coolidge Ave, Groves, TX	\$ 33,046.00
7	5599 Craig, Groves, TX	\$ 51,776.00
8	3429 Graves, Groves, TX	\$ 48,023.00
9	3139 Maple Ave, Groves, TX	\$ 46,414.00
10	5024 Monroe Blvd, Groves, TX	\$ 47,330.00
11	6109 Willis, Groves, TX	\$ 50,377.00
TOTAL LUMP SUM PRICE		510,037.00

**INVITATION FOR BID
DEMOLITION SERVICES
CITY OF GROVES DEMOLITION PROJECT 2025-1**



**IFBs to be received no later than
2:00 p.m. on November 3, 2025**

This project is being supported, in part, by federal award number 4644 allocated to the City of Groves under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) by the U.S. Department of the Treasury. All funds must be expended by December 31, 2026.

SECTION 1 – SCHEDULE OF EVENTS AND SELECTION SUMMARY

1.1 SCHEDULE OF EVENTS – ALL DATES ARE TENTATIVE

1.1.1 The City of Groves, hereinafter called “City”, reserves the right to change dates at any time. At the sole discretion of the City, events listed in Section 1 are subject to scheduling changes and cancellation. The City will make public any changes to the stated schedule.

1.1.2 All requests, questions, or other communication about this solicitation shall be made in writing and addressed to the City’s Sole Point of Contact listed in Section 1. Only the Sole Point of Contact may be contacted regarding the required elements for this IFB.

SCHEDULE OF EVENTS CITY OF GROVES DEMOLITION PROJECT 2025 - 1			
Return questions and responses to the Sole Point of Contact identified below:			
NAME:	Clarissa Thibodeaux	PHONE:	(409) 960-5773
ADDRESS:	3947 Lincoln Ave., Groves, TX, 77619	EMAIL:	cthibodeaux@cigrovestx.com
Responses for this RFP must be submitted via hand delivery or mail to the Sole Point of Contact identified above. FAX AND EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.			
IFB SCHEDULE			
IFB ISSUE DATE:	September 18, 2025		
RESPONDENT QUESTIONS DUE BY:	October 27, 2025		
QUESTIONS ANSWERED BY:	Close of Business – October 28, 2025		
MANDATORY PRE-PROPOSAL CONFERENCE:	2:00 p.m. October 21, 2025 City of Groves Council Chamber 3947 Lincoln Avenue Groves, Texas, 77619		
The City of Groves shall reject responses submitted by firms that do not attend the mandatory pre-proposal conference.			
MANDATORY SITE VISIT: None	None		
IFB RESPONSE DUE DATE:	2:00 p.m. November 3, 2025		
ESTIMATED AWARD DATE:	November 10, 2025, in the Council Chamber at 3947 Lincoln Ave., Groves, TX, 77619		

1.2 SELECTION OF BIDDER(S)

- 1.2.1 The City intends to select the lowest responsive, responsible bid that meets the stated minimum qualifications. The City reserves the right to check references on any projects performed by the Bidder, whether provided by the Bidder or known by the City.
- 1.2.2 The City is not required to accept the lowest cost proposal.
- 1.2.3 The City may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, their proposed subcontractors, and other persons or organizations submitted within a Bidder's response to do the work to the City's satisfaction within the prescribed time.
- 1.2.4 The City reserves the right to conduct interviews of the lowest bidder to determine bidder.
- 1.2.5 Competitive pricing by vendors shall be encouraged in order to obtain the best merchandise at the least possible cost;
- 1.2.6 Quantity discounts shall be utilized in order to obtain the least possible cost per unit for the purchases made by the City; and
- 1.2.7 Use of local vendors for purchases of materials and supplies is encouraged, provided prices quoted by local vendors are within acceptable limits of five percent (5%) over the lowest bidder. In order to promote price competition among local vendors and non-local vendors, it is recommended that local vendors having State of Texas purchasing contracts provide the appropriate contract prices to the City.

See **SECTION 4 – EVALUATION CRITERIA**, for additional information on how Bidders will be evaluated and selected.

SECTION 2 – INTRODUCTION

2.1 GENERAL DESCRIPTION OF THE SCOPE OF WORK (SOW) – SEE **SECTION 3** AND **EXHIBIT A** FOR SOW DETAILS

The City of Groves is seeking construction contractors(s) experienced in providing demolition services. General details for the project include:

2.1.1 **Project Name:** City of Groves Demolition Project 2025-1

2.1.2 **Project Location:** The project is located at the following 11 separate, non-contiguous sites:

- | | |
|--|----------------------------------|
| 1. 6136 25th St, Groves, TX | 7. 5599 Craig, Groves, TX |
| 2. 6322 32nd St, Groves, TX | 8. 3429 Graves, Groves, TX |
| 3. 5224 33 rd St., Groves, TX | 9. 3139 Maple Ave, Groves, TX |
| 4. 2724 Boyd Ave, Groves, TX | 10. 5024 Monroe Blvd, Groves, TX |
| 5. 3230 Boyd Ave., Groves, TX | 11. 6109 Willis, Groves, TX |
| 6. 6455 Coolidge Ave, Groves, TX | |

- 2.1.3 **General Description:** Demolition of existing unoccupied 11 single-family homes, disposal of demolition debris according to regulations, grading and leveling sites to prevent drainage and mowing issues, and restoring sites to clean, hazard-free conditions.
- 2.1.4 **Items that are NOT a part of this scope:** Removal of in-ground pools; perimeter fencing.
- 2.1.5 **Time of Work:** Work on this project may be performed Monday-Friday during the hours of 7:00 a.m. to 7:00 p.m. Work may be performed on weekends and holidays.
- 2.1.6 **Items included in the scope of work:** The scope of work includes all goods, labor, materials, permits and/or services necessary to complete the project. See **SECTION 3 and EXHIBIT A** for detailed scope of work.

2.2 CONSIDERATION OF AWARD

To be considered for award, Bidders must adhere to the requirements, when applicable to Contractors, as set forth in Exhibit B, including the ARPA Terms and Conditions, Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained within this solicitation and provide all other required information and documentation as set forth in this solicitation.

2.3 CONTRACT AWARD

The City may award a Firm Fixed Price Contract. The Respondent's proposal must be responsive to this solicitation and include all required documents as instructed in the IFB.

2.4 TERM OF CONTRACT

The contract shall be effective upon the date of execution (signed by the City designee). The contract term is projected for sixty (60) calendar days after the Notice to Proceed (NTP) for demolition is issued. Upon expiration of the initial term, the contract may, at the sole discretion of the City, be renewed via an approved Contract Change Order with the same terms and conditions. All work on this project shall be completed and accepted by the City no later than May 31, 2026. A sample contract is available for review in Appendix I.

2.5 BID ACCEPTANCE

- 2.5.1 Bids must be received, time-stamped, or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The City will not be held responsible for any solicitation response that is mishandled prior to receipt by the City. The City will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification (including substantive or administrative) or nonreceipt of the Bidder's response.
- 2.5.2 The City reserves the right to accept or reject any and all bids, to accept any bid deemed advantageous, and to waive irregularity in the proposals. By submitting a response, the Bidder acknowledges and will adhere to all specifications as stated within this procurement packet.
- 2.5.3 Bids CANNOT be altered or amended after the due date. Any alterations made before the due date must be initialed by Bidder or authorized agent. No response may be withdrawn after the due date without approval and based on a written acceptable reason.
- 2.5.4 The City reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addenda to these specifications. Copies of such amendments or addenda issued will be posted to the City's bidding websites. If Bidder demonstrates just reason for a change, the City must have at least five (5) working days' notice prior to the submission due date.

- 2.5.5 In the event that Bidder finds discrepancies in or omissions from the specifications or other documents, or is in doubt as to their meaning, Bidder should at once notify the City Sole Point of Contact and obtain clarification prior to submitting a response.
- 2.5.6 All Bidders must meet or exceed the minimum specifications to be considered a valid response. The City reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the City.
- 2.5.7 If a response contains proprietary information, the Bidder must declare such information as proprietary if the Bidder does not want the information to become public. The City will honor specific requests for confidentiality for information of a proprietary nature only to the extent allowed by law if clearly marked by Bidder as "Proprietary" or "Confidential."
- 2.5.8 The Bidder agrees to protect the City from claims involving infringement of patents or copyrights.
- 2.5.9 There is no guarantee a contract will be awarded. The City reserves the right to cancel this IFB at any time.
- 2.5.10 All responses become public documents and are subject to public review (upon request and as allowed by law). The submission of an IFB response will constitute representation by the Bidder that it understands and has complied with the requirements of the IFB. Submission of a response indicates the IFB information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.
- 2.5.11 IFB Bidders assume all costs of preparation of the response. IFB responses become the property of the City.

2.6 REQUEST FOR ADDITIONAL INFORMATION

- 2.6.1 The City will allow written questions and requests for clarification of this solicitation. Questions must be submitted by email to the Sole Point of Contact listed in Section 1 above. Bidders' names will be removed from questions in any responses released.
- 2.6.2 Questions or other written requests for clarification must be received by the Sole Point of Contact by the deadline set forth in Section 1. However, the City, at its sole discretion, may respond to questions or other written requests received after the deadline.

2.7 PROHIBITED COMMUNICATION

On issuance of this solicitation, except for the written inquiries described in Section 2.6 above, the City, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential Bidder or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. Failure to comply with these requirements may result in the disqualification of the Bidder's solicitation response.

2.8 ALTERATIONS, MODIFICATIONS, AND WITHDRAWALS

Prior to the solicitation submission deadline, a Bidder may: (1) withdraw its solicitation response by submitting a written request to the Sole Point of Contact identified; or (2) modify its solicitation response by submitting a written amendment to the Sole Point of Contact identified in Section 1. The City may request solicitation response modifications at any time.

2.9 TERMINATION CONDITIONS

2.9.1 FAILURE TO ENTER INTO A CONTRACT

Should the bidder, to whom the contract is awarded, fail to enter into a contract within twenty-one (21) days, Sundays and holidays excepted, the City may then, at its option, retain the bidder's bid deposit/bond (if required) and accept the bid of the next lowest responsible bidder.

2.9.2 DISPUTE RESOLUTION

Contract documents shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the City shall have the right to request mediation if the services being provided are deemed deficient in any way.

2.9.3 ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City, who retains the right to reject the transfer of the contract.

2.9.4 TERMINATION OF CONTRACT

2.9.4.1 For Cause: The resulting Contract may be terminated by the City for cause, including any nonperformance by the Contractor; failure of the Contractor to fulfill in a timely and proper manner its obligations under the Contract; or violation of any of the covenants, agreements, or stipulations of the contract, upon thirty (30) days' written notice to Contractor including a statement of the reasons, therefore. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Contractor. Cause for termination shall include any material failure by Contractor to comply with any term of the Contract.

2.9.4.1.1 In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under the Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

2.9.4.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

2.9.4.1.3 The Contractor agrees to indemnify and hold the City harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.

2.9.4.1.4 In case of default by the Contractor, the City may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.

2.9.4.1.5 Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the Contract.

2.9.4.1.6 If the Contract is terminated for cause, excluding funding discontinuance or disapproval, Contractor shall have the right to attempt to cure its failure during the thirty-day (30-day) period prior to termination to the satisfaction of the City at the City's sole discretion.

2.9.5 **FOR CONVENIENCE OF THE CITY:** The City may terminate the Contract at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by the Contract, less payments of compensation previously made. If the Contract is terminated due to the fault of the Contractor, Section 2.9.4 above, relative to termination, shall apply.

2.9.6 **POST EXPIRATION AND TERMINATION PROCEDURES**

Upon expiration or in the event of a prior termination, all remaining and unspent grant funds shall immediately become the sole and separate property of the City, and the Contractor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work products prepared by the Contractor under the Contract or with grant funds shall, at the option of the City, become the City's property. Any construction shall be made safe by the contractor with temporary closure and barricades as needed to protect the site, equipment, and individuals.

2.10 TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the City, the Contractor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the City's request.

SECTION 3 – SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 MINIMUM REQUIREMENTS

- 3.1.1 The selected Bidder shall have no convictions or civil judgments preceding nor thereafter this solicitation rendered against Bidder for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3.1.2 The selected Bidder shall not ever have been indicted for or otherwise criminally or civilly charged by a government City (federal, state, or local) with commission of any of the offenses enumerated above.
- 3.1.3 Where applicable, Bidder's staff must meet and maintain current certifications and/or licensure requirements as mandated by state law or the appropriate licensing authority.
- 3.1.4 Bidder must not be debarred at the time of response submission, and prior to award of a contract, the System for Award Management (SAM.gov) and the Texas Comptroller's website will be checked to ensure Bidder is not debarred. If the Bidder is debarred, the Bidder's proposal will not be evaluated.

3.2 SCOPE OF SERVICES

The required services shall be performed in accordance with Key Tasks as described below and in the attached Exhibits:

- 3.2.1 Exhibit A: Project Scope of Work
- 3.2.2 Exhibit B: Required Contract Provisions

3.2.3 Exhibit D: Other Relevant Information

The City expects the selected Bidder to have knowledge and experience of general demolition policies, procedures, and guidelines.

3.3 KEY TASKS

- 3.3.1 Management of all demolition phases (specific to the demolition scope of work) to include, but not limited to: 1) obtaining all necessary permits and approvals; 2) coordinating utility disconnection and site safety inspections; 3) lead paint/asbestos assessments and abatement; 4) removal of all structures, concrete slabs, footings, driveways, and accessory buildings; 5) proper disposal of all demolition debris in accordance with local, state, and federal regulations; 6) grading and leveling of each site to prevent drainage and mowing issues; 7) installation of temporary erosion control measures; 8) restoration of sites to a clean, hazard-free condition; and 9) execution of punch list items.
- 3.3.2 Maintain a pool of general/subcontractors, Architectural/Engineering (A/E) Firms, and other trades adequate to complete demolition, adhering to the City's requirements and time constraints identified in this document.
- 3.3.3 Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- 3.3.4 Obtain or ensure that all necessary permits to perform demolition and/or construction activities as required, and Certificates of Compliance (as applicable), are issued and properly documented.
- 3.3.5 Provide a warranty on all completed construction. At a minimum, a one-year warranty for workmanship and materials and a 10-year warranty for structure, and an appliance warranty from the manufacturer shall be provided.
- 3.3.6 Perform periodic monitoring of demolition during all demolition phases. Bidders shall provide an assigned superintendent at each project site and notify the City of the assignment or reassignment of a superintendent within forty-eight (48) hours. The City reserves the right to require a superintendent to be on-site during all demolition and to establish a maximum ratio of projects for each superintendent.
- 3.3.7 Participate in progress inspections performed by the City's inspectors (or assignees) to ensure compliance with demolition requirements, applicable building codes, zoning requirements, plan specifications, and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).
- 3.3.8 Provide and maintain all original and copies of supporting documentation to include, but not limited to, construction draws, liens, releases from vendors, subcontractors, and suppliers.
- 3.3.9 Furnish progress reporting as determined or requested by the City.
- 3.3.10 Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- 3.3.11 Support and assist the City during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

3.4 TECHNICAL REQUIREMENTS

The selected Bidder shall provide construction services, including, but not limited to, the following technical requirements:

3.4.1 Pre-Demolition Services

During the phase of demolition services, the following activities are performed:

- 3.4.1.1 Procure in advance or establish reliable supply chains for materials, equipment, supplies, and appurtenances with long lead items.
- 3.4.1.2 Perform procurement of early trade work.
- 3.4.1.3 Prepare and maintain a detailed schedule.

3.4.2 Demolition Services

During the phase of Demolition services, the following activities are performed:

- 3.4.2.1 Bidders shall meet with the assigned City contact (or assignee) to review selections of Demolition materials.
- 3.4.2.2 Bidders will be responsible for coordinating with appropriate departments for shutoff and timely reconnection of all utilities. Bidders shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- 3.4.2.3 Bidders are responsible for the demolition of damaged structures, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and federal guidelines, laws, and regulations.
- 3.4.2.4 Bidders shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.
- 3.4.2.5 Bidders are responsible for performing Lead and Asbestos assessment and abatement activities as included in the project scope of work. All work must be properly documented, and proper clearances obtained prior to re-occupation of the building.
- 3.4.2.6 Bidders shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage the demolition schedule. Bidders are allowed to self-perform demolition and are responsible for coordinating and scheduling their own demolition services.
- 3.4.2.7 Bidders shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- 3.4.2.8 Bidders shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Bidders shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.
- 3.4.2.9 Bidders shall have the authority over their general contractors/ subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in their opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the City.

3.4.2.10 As requested by the City, Bidders shall provide routine reports regarding quality control inspections to ensure progress and quality of demolition, adherence to schedule, and conformance with applicable construction standards.

3.4.2.11 Bidders shall coordinate their trades, subcontractors, and other demolition personnel to ensure that the quantity, quality, fitness, and progress of the work are in compliance with the Contract requirements. All work is subject to the final review of the City or assignee. The City will not routinely require prior approval of these actions, but reserves the right to review and approve at its sole discretion.

3.4.3 **Elevation Services**

No elevation services are anticipated at this time; however, new construction projects must meet all applicable requirements regarding the location of structures within floodplains.

3.4.4 **Scheduling**

During the phase of construction services, the following activities are performed:

3.4.4.1 The selected Firm(s) will generate and maintain a master schedule (schedule of all assigned demolition sites, whether one or more than one location is involved) showing the average duration for performing activities at the assigned sites. This schedule will break down activities from work order assignment and construction milestones, through Certificate of Occupancy (COO), final inspection, and closeout. This schedule should also include the City's activities that potentially may impact the schedule.

3.4.4.2 The selected Firm(s) shall update the master schedule weekly to determine revised durations on the active demolition projects. The schedule will also indicate any delays and recommend actions to mitigate the delays and implement approved schedule recovery measures.

3.4.4.3 The selected Firm(s) will be responsible for performing regular routine daily/weekly monitoring of demolition; however, the City, or assignee, will perform milestone inspections required for compliance.

3.4.5 **Environmental, Health, and Safety**

During the phase of construction services, the following activities are performed:

3.4.5.1 The Firm shall have detailed procedures addressing environmental risks and safety hazards and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.

3.4.5.2 All health and safety complaints must be addressed immediately, and the City must be notified of the complaints and proposed resolutions within twenty-four (24) hours.

3.4.5.3 Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.

3.4.5.4 All demolition activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

3.4.6 **Closeout**

During the close-out phase, Bidders shall provide all preconstruction and construction records and files in the prescribed format within seven (7) calendar days of the approved final inspection.

3.4.7 **Work Orders**

During the term of any contract awarded, the City may request the Firm to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables, and such other information or special conditions as may be necessary for the work requested.

3.4.8 **Inspections and Payment for Construction Services**

During the phase of construction services, the following activities apply:

3.4.8.1 Payments will be made at milestones as established in the construction contract. Generally, the City is anticipating pay milestones at 50% demolition complete and 100% (final) demolition complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the demolition value have been completed in place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the City. Inspections are also performed to verify that demolition is performed in accordance with approved plans and all applicable demolition codes, standards, and specifications.

3.4.8.2 Firm shall submit a request for payment upon completion of each milestone as described in the executed demolition contract document. Deliverables will be considered complete only upon inspection and written acceptance by the City. Each request for payment shall include deliverable(s) completed and the price for each. No charges may be billed unless such costs are explicitly included in the demolition contract.

3.4.9 **Record Keeping**

During the phase of demolition services, the following activities are performed:

3.4.9.1 Bidders shall provide, enter, or upload all documentation, communications, and records, including all permits, certifications, warranties, and approvals regarding all assigned projects, as instructed by the City, within two (2) days of receipt or occurrence.

3.4.9.2 Bidders shall document all communications regarding the construction status and any other issues.

3.4.9.3 Bidders shall maintain records of all events that occur at the job site or elsewhere, which affect, or may be expected to affect the quality, scope, or progress of the services.

3.4.9.4 All records shall be retained for a period of **five (5) years** following the closeout of the City's federal grant.

3.4.9.5 The selected Firm(s) shall support and assist the City pertaining to closeout of the federal grant, including financial reconciliation, reporting, record keeping, and achievement of eligible activities and services.

3.4.10 **Insurance**

3.4.10.1 An original, certified copy of an Insurance Certificate listing the City as additional insured, must be submitted with the Bidder's submittal (**see Attachment E for requirements**). The

successful Bidder will be required to maintain at all times during performance of the Contract, the insurance detailed below.

3.4.10.2 Workers' Compensation Insurance

3.4.10.3 Employers' Liability Insurance

3.4.10.4 Comprehensive General Liability Insurance

3.4.10.5 Excess Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance

3.4.11 Performance, and Payment Bonds (See Attachment F)

3.4.11.1 The selected Firm(s) will be required to maintain Performance and Payment Bonds in accordance with information contained in Attachment F. In no event shall the bond requirements be for less than one hundred percent (100%) of a Firm's amount under the contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies. The bonds must be submitted within fifteen (15) days of the request.

3.4.11.2 A Payment Bond on the part of the contractor for one hundred percent (100%) of the contract price is required. A Payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and/or material in the execution of the work provided for in the contract. Required Payment Bond(s) must be filed within fifteen (15) days from the date of the Notice of Award.

3.4.11.3 A Performance Bond on the part of the contractor for one hundred percent (100%) of the contract price for contracts that are greater than One Hundred Thousand Dollars (\$100,000) is required. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3.4.12 Use of Historically Underutilized Businesses

In accordance with 2 CFR 200 § 200.321, the selected Bidder(s) performing procurement of subcontractors shall take all necessary affirmative steps to ensure that small, minority, women's business enterprises, veteran-owned businesses (SMWVBEs), and labor surplus area Bidders are used when possible. The Bidder(s) should also actively take steps to encourage proposals from historically underutilized businesses (HUBs). Bidder(s) are required to comply with and use methods described within the contract provisions (Exhibit B of this document) and may be required to take the following outreach efforts and actions:

3.4.12.1 Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

3.4.12.2 Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

3.4.12.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, and veteran-owned businesses;

3.4.12.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses;

- 3.4.12.5 Using the services and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- 3.4.12.6 To ensure a wide distribution and potential participation to as many administrator firms as possible, refer to <https://lsadata.org/> when developing an administrator email list; and
- 3.4.12.7 When subcontracts are considered, the prime contractor is required to take the steps above for the subcontracts.
- 3.4.12.8 Notwithstanding the fact that no contracting goals are established, the Bidder(s) are expected to provide statistics on contract awards to the City upon request.
- 3.4.12.9 If no available HUB vendors are found, the Bidder(s) should retain appropriate documentation in the project procurement file of the efforts made and measures taken to secure HUB and SMWVBE vendors.
- 3.4.12.10 To the fullest extent possible and to ensure compliance with 2 CFR 200 (or local HUB) requirements, the firm selected should include as part of their listing of solicited subcontractors, a list of SMWVBE firms contacted.
- 3.4.12.11 The selected Respondent shall comply with the requirements of the HUB Subcontracting Plan and shall not make any changes to the Subcontracting Plan without the City's written approval.

3.5 Terms and Conditions

- 3.5.1 **Indemnity Clause** – The Bidder agrees to indemnify and save harmless the City and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Bidder under this contract, and including acts or omissions of the City or its officers, agents, or employees in connection with said contract.
- 3.5.2 **Equal Opportunity Employer** – The successful Bidder shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in the dispensation of the service or within the company's hiring policies, be substantiated, this contract may be terminated immediately.
- 3.5.3 **Assignment** – The successful Bidder may not assign, sell, or otherwise transfer this contract without prior written consent of the City.
- 3.5.4 **Contractor's Responsibility** – At the time of the proposal response due date, each Bidder shall be presumed to have inspected the site(s) (if applicable) and to have read and be thoroughly familiar with the scope requirements. The failure or omission of any Bidder to examine any form, instrument, document, or site shall in no way relieve any Bidder from any obligation in respect to this IFB.
- 3.5.5 **Compliance with Laws** – The Bidder agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
- 3.5.6 Additionally, all applicable local government codes for the State of Texas also apply to this contract. All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Bidder shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified.

Bidder shall comply with all federal and state laws and the City's ordinances and codes applicable to the Bidder's operation under this contract. These specifications and the contract resulting here shall be fully governed by the laws of the State of Texas and shall be fully performable in Groves, Texas, where venue for any proceeding arising hereunder will lie.

3.5.7 Silence of Specifications – The apparent silence of specifications as to any detail, or the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Bidder should request clarification from the City as specified in this document.

3.5.8 Severability – If any section, subsection, paragraph, sentence, clause, phrase or word in these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and specifications; and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

SECTION 4 – EVALUATION CRITERIA

4.1 RESPONSIVENESS OF BID SUBMISSION:

Pass/Fail

Bid submission shall be responsive to all material requirements that shall enable the evaluation committee to evaluate bids in accordance with the evaluation criteria to make a recommendation to the Officials of the City.

4.2 FINANCIAL STABILITY OF BIDDER:

Pass/Fail

Financial stability of the Bidder to successfully undertake the project and the ability to ensure performance over the duration of the contract.

4.3 BIDDER RESPONSIBILITY:

Pass/Fail

A bidder is responsible if they possess the experience, facilities, reputation, and financial resources, and is fully capable of performing the contract.

4.4 LOCAL VENDOR PREFERENCE:

In order to promote price competition among local vendors and non-local vendors, the City of Groves will apply a 5 percent evaluation preference to bids submitted by vendors who meet the criteria for "Local Vendor" status. To qualify as a local vendor, the bidder must:

4.4.1 Maintain a physical business address within the City of Groves.

4.1.2 Be licensed to do business in the State of Texas.

4.1.3 Submit Local Vendor Certification Form verifying local status with the bid.

This preference will be applied for evaluation purposes only and will not alter the actual bid price. The preference may affect the ranking of bids, but does not guarantee an award.

4.5 EVALUATION MATRIX

Evaluation Criteria – IFB responses shall be evaluated in accordance with Part 200 of the Uniform Administrative Requirements, Cost Principles, Audit Requirements, and Chapter 2269 of the Texas Government Code. The City will make the selection on the basis of demonstrated competence and qualifications; and to a Bidder on the basis of the lowest responsible bid.

EVALUATION CRITERIA	SCORE
Responsiveness of IFB Submission	Pass/Fail
Financial Stability	Pass/Fail
Bidder Responsibility	Pass/Fail
Must pass all above areas in order to proceed.	

SECTION 5 – SUBMISSION REQUIREMENTS

Bidders are advised to carefully review all the requirements and submit all documents and information as indicated in this IFB. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed nonresponsive and will not be considered.

All bids should be submitted on the original forms provided. Please submit four bound copies of your proposal, in addition to an electronic version in .pdf format on one flash drive, in a sealed envelope marked "IFB for Demolition Services" inside an outer envelope addressed to the following:

Ms. Clarissa Thibodeaux, City Secretary
City of Groves
IFB for Demolition Services
3947 Lincoln Avenue
Groves, TX 77619-4604

Failure to comply with these instructions or the submission requirements may result in the disqualification of the response.

5.1 EXPERIENCE AND RELEVANT QUALIFICATIONS

Bidder shall complete the Certification of Qualifications, Experience & References (Attachment B).

5.2 PRICING

- 5.2.1 Bidders shall complete and submit the Pricing Sheet (see Attachment C).
- 5.2.2 Prices for all goods and/or services shall be all-inclusive. Pricing offered shall be valid for ninety (90) days from IFB due date.
- 5.2.3 The City is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

APPENDIX I – SAMPLE CONTRACT

AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM DEMOLITION SERVICES CONTRACT

INTRODUCTION

THIS DEMOLITION SERVICES CONTRACT ("Contract") is made and entered into this [Date], by and between City of Groves, Texas, hereinafter referred to as the "City" and [Contractor Name], a licensed and insured Demolition Contractor in the State of Texas, hereinafter referred to as the "Contractor." City and Contractor are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Contract.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to allocate funds for the provision of government services and/or make necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the City has determined that it has the objective of providing these services to its residents; and

WHEREAS, the City has been awarded ARPA SLFRF funds by the U.S. Department of the Treasury ("Treasury") which have been distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, City has decided to use SLFRF for the CITY OF GROVES DEMOLITION 2025-1 Project (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds to the Contractor to administer the Project and perform certain services in connection therewith as set forth in this Contract and in the Scope of Services attached hereto; and

WHEREAS, Contractor has represented to the City that it is duly qualified, eligible, and willing to provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed [Spelled out dollar amount here] (\$000,000.00) to be paid to the Contractor by City as herein below set forth, the Parties hereto do mutually agree as follows:

SECTION 1. CONTRACT ADMINISTRATION

SECTION 1.1 CONTACT INFORMATION & NOTICES

For the purposes of this Contract, the City's Representative listed below will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate. The Contractor shall designate a Representative to act on Contractor's behalf with respect to the Project for all purposes, including (by way of example and not of limitation) execution of Change Orders and Applications for Payment. Contractor's Representative shall be responsible for the day-to-day management of the Work through Final Completion – and must be available as required for the benefit of the Project and City.

Any notice or communication required or permitted to be given under this Contract must be in writing and may be served via email or by depositing same with the United States Postal Service, addressed to the City/Contractor Representative for Project, postage prepaid and in registered or certified form, with return receipt required; by hand delivery by reputable courier; or by deposit with Federal Express or other reputable overnight courier for overnight delivery. The initial contact information of the parties, which one party may change by giving written notice to the other party, are as follows:

City Name		Contractor Name	
City Address 1		Contractor Address 1	
City Address 2		Contractor Address 2	
City Representative for Project		Contractor Representative for Project	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	
City Billing Contact		Contractor Billing Contact	
Name		Name	
Title		Title	
Phone		Phone	
Email		Email	

SECTION 1.2 PARTS INCORPORATED

Parts Incorporated. In addition to the Exhibits identified below which are incorporated into this Contract, it is understood and agreed that additional terms of this Contract are to be performed in accordance with the proposal documents (scope of work, images, and specifications), submitted proposal response and related exhibits, affidavits, addendums, statutory requirements, and the ARPA Terms & Conditions.

Exhibits

Exhibit A1	Scope of Work
Exhibit A2	Payment & Pricing Schedule
Exhibit A3	Request for Payment
Exhibit B	ARPA Required Contract Provisions
Exhibit C	Other Relevant Information/Special Conditions for Construction
Exhibit D	Insurance Certificate

Exhibit E	Bid, Performance, and Payment Bonds
Exhibit F	Eligibility Verification (SAM.gov)
Exhibit G	Certificate of Interested Parties (Form 1295)

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SECTION 1.4 CONTRACT DOCUMENTS

By reference, the Contract Documents consist of:

- a. This Contract and all exhibits listed, contained, or referenced in this Contract.
- b. All Addenda issued before the Effective Date of this Contract;
- c. All Alternates accepted by the City before the Effective Date of this Contract;
- d. All Change Orders issued after the Effective Date of this Contract;
- e. The Drawings, Specifications, details, and other documents developed by Project Architect/Engineer to describe the Project and accepted by City; and
- f. The response submitted by Contractor in response to the IFB issued by City for this Project.

The Contract and Exhibit Documents form the entire and integrated Contract between City and Contractor, and supersede all prior negotiations, representations, or agreements, written or oral.

To the extent of any conflict between Contractor's Proposal and any other Contract Document, the Contract Documents shall govern.

If there is an irreconcilable difference between or among the various documents that make up the Contract Documents, the interpretation that provides for a higher quality of material and/or workmanship will prevail over all other interpretations.

1.4.1 Term of Contract – Commencement of Work

City shall issue a Notice to Proceed (NTP) identifying the date for commencement of the Work. The commencement date shall be as specified in the NTP. Contractor shall achieve substantial completion of the Work within 60 (sixty) calendar days after the commencement date; as such completion date may be extended by approved Change Orders. THE TIME SET FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.

Reasonably foreseeable adverse weather conditions will not constitute an Excusable Delay. For purposes of this Contract, "reasonably foreseeable adverse weather conditions" means weather conditions in keeping with the historical averages listed by the National Oceanic and Atmospheric Administration on its website, www.noaa.gov.

In any event, all of the services required and performed hereunder shall be completed no later than May 31, 2026.

1.4.2 Schedule

Within ten (10) days of receiving the Notice to Proceed, Contractor shall submit for City review and acceptance, a critical path schedule.

1.4.3 Pre-Existing Conditions

Contractor acknowledges that it has been provided access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor's investigation was instrumental in preparing its bid to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that the Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

1.4.4 Liquidated Damages

Contractor and City agree that a breach of this Contract as to completion time will cause damage to the City but further agree that such damage cannot be accurately measured. Therefore, the Parties agree that \$100.00 shall be subtracted from the Contract amount for each and every calendar day that the Work or any portion of the Work remains uncompleted after the expiration of the time period specified in the Notice to Proceed, or as extended by a change order.

The foregoing provision as to liquidated damages constitutes an agreement by the City and the Contractor as to the minimum amount of damages the City will sustain in any event by reason of the Contractor's failure to complete the Work within the time specified in a Notice to Proceed, or as extended by a change order. The City may recover actual damages over and above the minimum amount that result from the Contractor's failure to begin the Work when ordered, carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Plans and Specifications, Work Write-up (Estimated Cost of Repairs or ECR), or Task Order or change orders. The City shall have the right to deduct and withhold the amount of any and all damages, whether it be the minimum amount agreed upon or otherwise, from any monies owing the Contractor.

1.4.5 Dispute Resolution

Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration, or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the City shall have the right to request mediation if services being provided are deemed deficient in any way.

1.4.6 Acquisition, Merger, Sale and/or Transfer of Business, etc.

It is understood by all parties that if, during the life of the Contract, the Contractor disposes of his/her business concern by acquisition, merger, sale, and or/transfer or by any means conveys his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new vendor will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City, who retains the right to reject the transfer of the contract.

1.4.7 Termination of Contract for Cause

This Contract may be terminated by the City for cause, including any nonperformance by the Contractor; failure of the Contractor to fulfill in a timely and proper manner its obligations under this Contract; or violation of any of the covenants, agreements, or stipulations of the Contract, upon thirty (30) days' written notice to Contractor including a statement of the reasons, therefore. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Contractor. Cause for termination shall include any material failure by Contractor to comply with any term of this Contract.

- a. In such event, all finished or unfinished services, documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- c. The Contractor agrees to indemnify and hold the City harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the City under this provision.
- d. In case of default by the Contractor, the City may procure the goods or services from other sources and hold the Contractor responsible for any excess cost.
- e. Continuation of the terms of the Contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the Contract.
- f. If this Contract is terminated for cause, excluding funding discontinuance or disapproval, Contractor shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion.

1.4.8 Termination of Contract For Convenience of the City

The City may terminate this Contract at any time by giving at least thirty (30) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. If this Contract is terminated due to the fault of the Contractor, Section above relative to termination shall apply.

1.4.9 Post Expiration and Termination Procedures

Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Contractor shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work products prepared by the Contractor under this Contract or with grant funds shall, at the option of the City, become City's property.

1.4.10 Transitional Period

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the City, the Contractor shall continue all terms and conditions of said Contract for a period not to exceed thirty (30) days at the City's request.

1.4.11 Ownership of Material

The City shall retain all of its rights and interest in any and all documents and property, both hard copy and digital furnished by the City to the Contractor for the purpose of assisting the Contractor in the performance of this Contract. All such items shall be returned immediately to the City at the expiration or termination of the Contract or completion of any related services pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the City, be disclosed to others or used by the Contractor or permitted by the Contractor to be used by their parties at any time except in the performance of the resulting Contract. Ownership of all data, materials and documentation originated and prepared for the City pursuant to this Contract shall belong exclusively to the City. All data, reports, computerized information, programs, and materials related to this Project shall be delivered to and become the property of the City upon completion of the Project. The Contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the City.

SECTION 1.5 CONTRACT SUM AND PAYMENTS

The Contractor shall be compensated per the schedule below. Payment to the Contractor shall be based on satisfactory completion of identified services and/or deliverables and payment/invoicing terms as stated in the proposal, or as mutually agreed upon and contained in this Contract. Payment is expressly contingent upon the availability of ARPA funding.

1.5.1 Contract Sum

City shall pay Contractor for performance of its obligations under this Contract, including the Base Proposal and Alternate Proposals (if any), the sum of \$ _____, and make payment in accordance with the provisions of this Section.

1.5.2 Payment & Pricing Schedule

A Payment & Pricing Schedule (see Exhibit A2) subdividing the Project into its respective parts, and which includes values for all items comprising the Project will serve as the basis for progress payments made to Contractor throughout the Project. The format and tracking of the original Payment & Pricing Schedule and all updates thereto will be subject to the approval of City and/or designated representative(s). At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Contractor's overhead and profit) shall not exceed the unpaid balance of the Contract Sum (less Retainage on Work previously completed).

1.5.3 Contractor's Payment Obligations

Contractor shall promptly pay all bills for labor and material performed and furnished by others in connection with this Contract.

1.5.4 Inspections and Payment for Demolition Services

During the phase of demolition services, the following activities apply:

- a. Payments will be made at milestones as established in the demolition contract Payment Schedule. Generally, the City is anticipating pay milestones at 50% demolition complete and 100% (final) demolition complete. In general, a progress inspection can be assumed complete if tasks pertaining to that corresponding percentage of the demolition value have been completed in-place. Inspection will not be scheduled for incomplete or uninstalled work, or for work that requires a code inspection, and the code inspection has not been completed and approved by the City. Inspections are also performed to verify that demolition is performed in accordance with approved plans and all applicable demolition modes, standards, and specifications.
- b. Firm shall submit an invoice upon completion of each milestone as described in the executed demolition contract document. Deliverables will be considered complete only upon inspection and written acceptance by the

City. Each invoice shall include deliverable(s) completed and the price for each. No charges may be billed unless such costs are explicitly included in the demolition contract. **The final request for reimbursement must be received by the City of Groves no later than September 30, 2026.**

- c. The selected Firm(s) are eligible for Final payment once a Certificate of Occupancy is provided, and the demolition passes the final inspection performed by the City.

1.5.5 Request for Payment

As instructed, all payment requests must be submitted on an approved form of Request for Payment including required attachments. Notwithstanding the certification of Contractor's payment applications, the City or its Representative will independently review Contractor's payment applications and make a determination as to the amount properly payable to Contractor.

- a. Contractor shall submit all receipts, invoices with check vouchers or other evidence of payment, petty cash account information, payrolls, and any and all other evidence required by City or its designated Representative as it deems necessary to support the amount requested.
- b. Contractor shall include required attachments identifying payments to HUBs and to all Subcontractors. Payments to Subcontractors included in an Application for Payment will not exceed the percentage of Work allocable to such Subcontractors for each respective Schedule of Values classification which has been actually completed and will not exceed the total value of the subcontract amount.
- c. Contractor shall include Certified Payrolls and other required documents in support of Texas Prevailing Wage requirements or federal Davis-Bacon compliance.

1.5.6 Offsets; Deductions; Withholding

- a. City is an agency of the State of Texas and materials and services utilized in the demolition of the Project may be exempt from state and local taxes. Contractor is responsible for taking full advantage of all tax exemptions applicable to the Project. City will deduct from the Applications for Payment and from the request for Final Payment any taxes paid for materials or services that were entitled to tax exemption.
- b. Amounts assessed as liquidated damages per the above Section of this Contract and other amounts to which City is entitled by way of setoff or recovery, if any, shall be deducted from any amounts due Contractor.
- c. Notwithstanding any other contractual provision to the contrary, City may withhold any payment from Contractor to the extent reasonably required to protect City interests under any of the following circumstances: failure to perform work in accordance with Contract Documents; insufficient documentation in Application for Payment; failure to pay Subcontractors, employees, hired laborers or materials suppliers; failure to obtain, renew or maintain insurance coverage as required in this Contract; failure to meet schedule requirements or other scenarios that causes the City, in good faith judgment, to determine that the remaining balance will not be sufficient to complete the Work in accordance with this Contract. The right to withhold payment is contingent on giving Contractor a minimum of seven (7) calendar days' written notice of specific defects or defaults and an opportunity to cure same, and on Contractor's failure to cure or to take diligent steps to cure within such seven (7) calendar days.

1.5.7 Final Payment

Contractor's request for Final Payment must not be made until all Work is completed, all requirements of the Contractor Documents have been satisfied, and Contractor delivers:

- a. A complete release of all liens arising out of the Work;
- b. Written consent of surety to release Final Payment; and

- c. An affidavit that, to the best of the Contractor's information or knowledge, the release includes and covers all materials and services over which Contractor has control and for which a lien could be filed, subject only to the Final Payment by City.

Alternatively, Contractor may furnish a bond satisfactory to City to indemnify City against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to City all money the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, and City shall have all remedies at law and in equity.

Acceptance by Contractor (or Contractor's successors) of Final Payment under this Contract, will constitute a full and complete release of City from any and all claims, demands and causes of action whatsoever which Contractor or Contractor's successors have or may have against the City under the provisions of this Contract for payment for the Work except for those previously made in writing and identified by Contractor as unsettled at the time of the final request for payment.

SECTION 2. CITY RESPONSIBILITIES

SECTION 2.1 GENERAL

- a. City will cooperate in a timely manner in providing information to the other members of the Project Team regarding its requirements for the Project.
- b. City will provide the general schedule, setting the plan for milestone dates and completion of the Project.
- c. If the City has actual knowledge of any fault or defect in the Project or non-conformance with the Drawings and Specifications, the City shall give prompt written notice of such fault, defect, or non-conformance to Contractor.
- d. The City may designate one or more demolition inspectors of its own who will be given access to the Work as requested or needed. The provision of such inspectors will not reduce or lessen in any respect Contractor's responsibilities for the Work.
- e. The City may furnish or obtain all legal, accounting, auditing, and insurance counseling services for itself as may be necessary for the Project.

SECTION 3. SCOPE OF WORK

SECTION 3.1 GENERAL

Contractor has overall responsibility for and shall furnish all materials, equipment, tools, and labor necessary and reasonably inferable to complete the Work, or any phase of the Work, in accordance with City's requirements and the terms of the Contract Documents, including the Drawings, Specifications, Addenda, details, and other documents prepared by Project Architect/Engineer and listed in the attached Exhibits. Implicit in Contractor's obligations is the provision of and payment for all labor, materials, equipment, tools, demolition equipment and machinery, water, heat, utilities, transportation, temporary facilities and other facilities and services necessary or reasonably inferable for proper execution and completion of the Project, whether temporary or permanent and whether or not incorporated or to be incorporated into the Project, and complete the Project in an expeditious and economical manner consistent with the interests of the City and in accordance with the schedule.

Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the City nor shall Contractor be released from any liability by reason of such approval by City, it being understood that City at all times is ultimately relying upon Contractor's skill and knowledge in performing the services required hereunder.

SECTION 3.2 PROJECT CONTROL

Contractor shall supervise and direct the Work and shall be solely responsible for demolition means, methods, techniques, sequences, and procedures for the Work. Contractor shall promptly correct any defective or non-conforming Work at

Contractor's sole expense and without cost to City.

SECTION 3.3 SUBCONTRACTORS

Contractor shall award and enter into all Subcontracts necessary and appropriate to provide all labor and materials for the demolition of the Project.

- a. Contractor shall monitor the Work of the Subcontractors as required and coordinate such Work with the activities and responsibilities of the Project Team with a goal to attain Substantial Completion not later than the date for Substantial Completion and at a cost not to exceed the Contract Sum.
- b. Contractor shall inspect the Work of Subcontractor to ensure conformance with the Contract Documents without assuming Project Architect's responsibilities.
- c. Upon request, Contractor shall provide City with complete, unaltered copies of all Subcontracts, and all amendments thereto.

SECTION 3.4 HUB SUBCONTRACTING PLAN

Contractor shall comply with the requirements of the HUB Subcontracting Plan and submit with the solicitation and shall not make any changes to the HUB Subcontracting Plan without the City's written approval.

SECTION 3.5 KEY TASKS

- a. Management of all demolition phases (specific to the demolition scope of work) to include but not limited to site prep/grading, foundation (including all underground plumbing, electrical and gas line), demolition, lead paint/asbestos assessments and abatement, dry-in (framing, exterior doors, windows, roofing, weatherization and exterior siding/masonry), rough-in (plumbing, mechanical, electrical and gas), insulation, drywall, interior trim/doors, painting, carpet and flooring, cabinets and countertop, finish (electrical, plumbing, mechanical & gas), hookup and punch list.
- b. Maintain a pool of general/subcontractors, Architectural or Engineering (A/E) Firms, and other trades adequate to complete demolition adhering to City's requirements and time constraints identified in this document.
- c. Provide timely payments to sub-consultants, general/subcontractors, trades, etc.
- d. Obtain or ensure that all necessary permits to perform demolition and/or demolition activities as required, and that Certificates of Compliance (as applicable) are issued and properly documented.
- e. Perform periodic monitoring of demolition during all demolition phases. Contractor shall provide an assigned superintendent at each project site and notify the City of the assignment or reassignment of superintendent within forty-eight (48) hours. The City reserves the right to require a superintendent to be on-site during all demolition and establish a maximum ratio of projects for each superintendent.
- f. Participate in progress inspections performed by the City inspectors (or assignees) to ensure compliance with demolition requirements, applicable building codes, zoning requirements, plan specifications and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).
- g. When applicable, provide wage rate documentation (or certified payrolls) on a weekly basis or as directed by City. Allow for access to the site to interview employees and provide photographs of required on-site (location TBD) signage per requirements of Texas Prevailing Wage/Federal Davis-Bacon compliance.
- h. Provide excellent customer service for others impacted during demolition activities. Firm shall be responsive to requests and communicate on a regular basis with the City; coordinate relocation issues such as utility connects/disconnects, schedules, storage; and ensure that those impacted by demolition are fully informed of the demolition process.

- i. Provide and maintain all original and copies of supporting documentation to include but not limited to demolition draws, liens, releases from vendors, subcontractors; and suppliers.
- j. Furnish progress reporting as determined or requested by the City.
- k. Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.
- l. Support and assist the City during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

SECTION 3.7 PRE-DEMOLITION SERVICES

During the phase of pre-demolition services, the following activities are performed:

- a. Procure in advance or establish reliable supply chains for materials, equipment, supplies, and appurtenances with long lead items.
- b. Perform procurement of early trade work.
- c. Prepare and maintain a detailed schedule.
- d. Work collaboratively with design team and review drawings for submittal to the City for final approval.

SECTION 3.8 DEMOLITION SERVICES

During the phase of demolition services, the following activities are performed:

- a. Contractor shall meet with assigned City contact (or assignee) to review selections of demolition materials.
- b. Contractor will be responsible for coordinating with appropriate departments for shutoff and timely reconnection of all utilities. Contractor shall be responsible for managing all utility-related issues associated with demolition and/or construction.
- c. Contractor is responsible for demolition of damaged structure, if specified in the scope of work. All demolition activities and disposal of demolition debris must follow applicable local, state, and federal guidelines, laws, and regulations.
- d. Contractor shall obtain or ensure that all necessary permits for demolition and demolition are issued and properly documented, Certificates of Occupancy are issued and properly documented, and provide foundation location and as-built surveys to confirm that demolition is compliant with elevation and setback building line requirements.
- e. Contractor shall provide demolition services in accordance with City building codes and within the prescribed demolition timelines and approved schedule.
- f. Contractor is responsible for performing Lead and Asbestos assessment and abatement activities as included in the project scope of work. All work must be properly documented, and proper clearances obtained prior to re-occupation of the building.
- g. Contractor shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage demolition schedule. Contractor is allowed to self-perform demolition and are responsible for coordinating and scheduling their own demolition services.

- h. Contractor shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.
- i. Contractor shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Contractor shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and demolition plans.
- j. Contractor shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the City.
- k. As requested by the City, Contractor shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable demolition standards.
- l. Contractor shall coordinate their trades, subcontractors, and other demolition personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the City, or assignee. The City will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

SECTION 3.9 SCHEDULING

Contractor is solely responsible for completion of the Work in accordance with the Contract Documents on or before the date specified in the Schedule.

SECTION 3.10 MEETINGS

Contractor shall attend Project progress meeting scheduled by City and/or its Representative no less often than once per month, but in any event as often as required for the proper coordination of the Project and fully advise the Project Team at such meetings as to Project status. Contractor shall also schedule and attend regular Project Team meetings to discuss jointly such matters as procedures, progress, problems, and scheduling. Prior to each meeting, Contractor shall prepare and distribute to the other Project Team members a written agenda for the meeting. At each Project Team meeting, Contractor shall distribute a memorandum setting forth the list of critical activities that require immediate action and the date(s) by when the activity must be completed, and record and distribute the minutes of each meeting.

SECTION 3.11 CHANGES

Contractor shall use City's forms for review and processing Change Proposals, Change Orders, and requests for information.

SECTION 3.12 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Contractor should request clarification from the City as specified in this document.

SECTION 3.13 NON-CONFORMING WORK

City may reject any defective or non-conforming Work on the Project of which City becomes aware, and Contractor shall promptly correct any such defect at Contractor's own cost without increasing the Contract Sum. Upon discovering that any portion of the Work does not conform with City's design concept and/or requirements, including the Design Guidelines and Standard Specifications, due to an error or omission in any Demolition Document materials prepared or furnished by or on behalf of Contractor, Contractor shall promptly correct such condition at no additional cost to City. If Contractor refuses or fails to correct (or improperly corrects) any such condition within a reasonable time after notice, City may cause the condition to be corrected and offset the cost of such correction against any monies owed to Contractor; provided, however, if no monies are owed Contractor at the time the condition is discovered or at the time the condition is corrected

by City, Contractor shall promptly reimburse the City of Groves for all expenses incurred to correct the condition. Contractor shall warranty all corrective Work, whether performed by or through Contractor or by a third party retained by City in accordance with the immediately preceding sentence due to Contractor's refusal or failure to correct properly any non-conforming Work.

SECTION 3.14 ENVIRONMENTAL, HEALTH, AND SAFETY

Contractor's Safety Plan shall include recommendations and information to City and its Representative regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Demolition Documents. The existence of any City-controlled insurance programs will not operate to diminish or eliminate Contractor's responsibilities under this Contract. City agrees that City will not be providing any Subcontractors.

During the phase of demolition services, the following activities are to be performed:

- a. The Firm shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Firm shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.
- b. All health and safety complaints must be addressed immediately, and the City must be notified of the complaints and proposed resolutions within twenty-four (24) hours.
- c. Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.
- d. All demolition activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

SECTION 3.16 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

- a. Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.
- b. Contractor's certification shall be delivered to City at Substantial Completion.
- c. Contractor shall take whatever measures it reasonably deems necessary to ensure that all employees and Subcontractors (including suppliers and fabricators), and their assigns, comply with the requirements of this section.
- d. Each Subcontractor shall provide a notarized statement that no Asbestos Containing Building Materials (ACBM) has been used, provided, or left on this Project with each of its/his/her invoice.
- e. Contractor shall provide to the extent deemed necessary for compliance by the State data sheets and/or labels as proof of compliance.

SECTION 3.17 RECORD KEEPING & RETENTION

Contractor shall establish and maintain a numbering and tracking system for all Project records, including modifications thereto, requests for information, submittals, and supplementary instructions, and shall provide updated records at each update meeting and when requested. During the Demolition Phase, Contractor shall submit detailed progress reports, as requested by City, that include a description of the Project status, a summary update of the Work by Demolition Specifications Institute (CSI) division, photographs, updated and current schedules and logs, and any other information necessary to convey the progress of the Work.

SECTION 3.18 INDEMNIFICATION

Contractor covenants and agrees to indemnify, hold harmless and defend, at its own sole expense, the City and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services under this Contract and/or the operations, activities, and services of the activities described herein; and Contractor hereby assumes all liability and responsibility of the City and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of the services or this Contract and/or the operations, activities, and services described herein. Contractor likewise covenants and agrees to and does hereby indemnify and hold harmless City from and against any and all injury, damage, or destruction of property of City, arising out of or in connection with all acts or omissions of Contractor, its officers, members, agents, employees, contractors, subcontractors, invitees, licensees, and project participants. Contractor agrees to and shall release City, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance of the services under this Contract.

Contractor shall require all of its contractors and subcontractors to include in its contracts and subcontracts a release and indemnity in favor of the City in substantially the same form as above. The indemnity and liability release provided for above shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of the City and Contractor, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law.

The provisions of this section are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or City. This section survives termination or expiration of this Contract.

SECTION 3.19 INSURANCE & BONDING

Contractor shall provide Insurance and Bid, Performance, and Payment Bonds as prescribed by City in the Solicitation documentation included here as Exhibit D and Exhibit E.

SECTION 4. REQUIRED PROVISIONS

The Contractor shall comply with the following items:

SECTION 4.1 TERMS AND CONDITIONS

The Contractor agrees to comply with the requirements of Section 503 of the American Rescue Plan Act (ARPA), regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also specifically agrees to comply with the ARPA Terms & Conditions attached to this Contract in Exhibit B.

SECTION 4.2 DEBARMENT AND SUSPENSION

Contractor has demonstrated non-debarment status in the System for Award Management. Should this status change – the contractor must notify the City immediately.

SECTION 4.3 ASSURANCES OF COMPLIANCE WITH TITLE VI

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22,

and herein incorporated by reference and made a part of this contract.

SECTION 4.4 LOBBYING CERTIFICATION & DISCLOSURE

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION 4.5 ETHICS MATTERS

Contractor and its employees, agents, representatives, and subcontractors have read and understand the City's Conflict of Interest Policy, State of Texas Standards of Conduct and Conflict of Interest Provisions available at [Government Code Chapter 572: Personal Financial Disclosure, Standards of Conduct, and Conflict of Interest \(state.tx.us\)](https://www.state.tx.us/govcode/chapter572/htm00001.htm), and applicable state ethics laws and rules available. Neither Contractor nor its employees, agents, representatives, or subcontractors will assist or cause City employees to violate the Conflict of Interest policies, provisions described by State of Texas Standards of Conduct and Conflict of Interest Provisions, or applicable state ethics laws or rules.

SECTION 4.6 MAINTENANCE AND ACCESS TO RECORDS

The Contractor shall maintain records and financial documents sufficient to evidence in compliance with Section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

The Treasury Office of Inspector General, the Government Accountability Office and the Texas Office of the State Comptroller, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Contractor in order to conduct audits or other investigations and all records shall be made available upon request. Records shall be maintained by the Contractor for a period of five (5) years after all funds have been expended or returned to the Treasury, whichever is later.

SECTION 5. MISCELLANEOUS PROVISIONS

SECTION 5.1 GENERAL

- a. This Contract shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.
- b. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- d. This Contract may be amended by mutual agreement of the parties hereto and a writing to be attached to be incorporated into this Contract.
- e. Licenses, Permits, Taxes, Fees, Laws, and Regulations

- i. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Contract.
- ii. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Contract.
- iii. Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations, and the rules and regulations of the City.

SECTION 5.2 CAPACITY TO PERFORM

By execution of this Contract, Contractor is certifying that they have the capacity to perform and complete the Scope of Work as provided.

SECTION 5.3 LIMITATION OF LIABILITY

Except for the obligation of City to pay Contractor certain fees, costs, and expenses to the extent expressly set forth in this Contract, the City shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of City to Contractor, no present or future partner or affiliate of the City or any agent, officer, director, or employee of the City or anyone claiming under the City, has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

SECTION 5.4 ASSIGNMENT

This Contract is a personal service contract for the services of Contractor, and neither Contractor's interest in this Contract (including, but not limited to Contractor's fees due hereunder), nor Contractor's duties hereunder may be assigned or delegated to a third party except as specifically set forth in this Contract.

SECTION 5.5 GOVERNING LAW AND VENUE

The Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

Additionally, all applicable local government codes for the State of Texas also apply to this Contract. All equipment, supplies, and work furnished under this Contract shall comply with applicable laws, ordinances, and regulations. Contractor shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Contractor shall comply with all federal and state laws and City's Ordinances and Codes applicable to the Contractor's operation under this Contract. These Specifications and the Contract resulting here from shall be fully governed by the laws of the State of Texas and shall be fully performable in Groves, Texas, where venue for any proceeding arising hereunder will lie.

This Contract will be governed by the laws of the State of Texas without reference to its conflicts of law provisions. Venue for any suits arising from this Contract will be in a court of competent jurisdiction in Jefferson County, Texas.

SECTION 5.6 WAIVERS

No delay or omission by either Party in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party of any provision of this Contract or the Contract Documents will impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants, conditions, or agreements of this Contract or any of the Contract Documents to be performed by the other party will not be construed to be a waiver of any subsequent breach of this Contract or the Contract Documents or of any other covenant, condition or agreement contained in this Contract or the Contract Documents.

SECTION 5.7 AMENDMENTS

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

SECTION 5.8 BINDING

The Contract shall be binding upon and inure to the benefit of the Parties to this Contract and their respective permitted assigns and successors.

SECTION 5.9 APPOINTMENT

Contractor shall act only upon instructions from the City’s Designated Representative unless the City advises the Contractor otherwise in writing.

SECTION 5.10 SEVERABILITY

If any provision of this Contract is for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Contract, and this Contract will be construed as if such invalid or unenforceable provision had not been included herein.

SECTION 5.11 NEW LAWS

Parties agree that if there is a change in any laws, rules, or regulations affecting the Project and enacted after the Effective Date of this Contract, the Parties will enter into good faith negotiations to renegotiate the affected terms of this Contract.

IN WITNESSETH WHEREOF, the parties have executed this Contract by causing the same to be signed on the day and year first above written.

BY: _____
(Local City/County Official)

(Printed Name)

(Title)

BY: _____
(Firm’s/Contractor’s Authorized Representative)

(Printed Name)

(Title)

City of Groves
Agenda Item Information Form

Council Meeting Date: 11/10/2025 Department: City Manager Agenda Item No. 15

Title for Item (same as to be placed on Agenda): Deliberate and act on the November 10, 2025, Invoice List.

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

Submitted to City Manager's Office on: Date: 11/6/25 Time: 2:00 p.m. By: C. THIBODEAUX

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

Deadline for Approval: Immediately

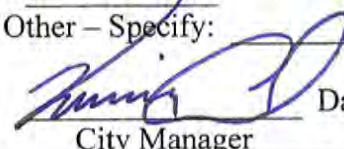
Staff Recommendation: Approval of the list, as presented.

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: 11/06/25
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 - November 10, 2025

Vendor	Description	Amount
1. Albanese Cormier Holdings, LLC	Indian Springs subdivider rebate	\$ 30,673.58
2. Allco, Inc.	ARPA Grant Wastewater Plant improvements	\$ 291,681.35
3. Beck	Replacement of pneumatic valve actuators with electric	\$ 54,538.85
4. Chameleon Industries	Polymer for Water Plant	\$ 35,186.40
5. Fenix Industries	Patrol emergency equipment for 2 patrol cars	\$ 39,925.08
6. Groves Chamber of Commerce	4th quarter payment	\$ 17,500.00
7. Lower Neches Valley Authority	Raw water purchased for October 2025	\$ 26,438.73
8. Moody Brothers, Inc.	Replacement of Wizard 4000 advanced digital weight indicator	\$ 7,285.00
9. PVS DX, Inc.	Chlorine for Water Plant	\$ 6,861.60
10. T.R.E.S.	Hight service pump #2 rebuild	\$ 6,372.90
11. T.R.E.S.	New motor Pump #2 and installation	\$ 22,193.51
12. Wex Bank	Fuel for City vehicles	\$ 14,389.77
Total		\$ 553,046.77

KE
11/06/25

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

City of Groves

PURCHASE ORDER # 09-41015

11/06/2025

ISSUED TO: VEND #: 01-23686
ALBANESE CORMIER HOLDINGS, LLC
350 PINE ST SUITE 800

BEAUMONT, TX 77701

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

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	23-24 INDIAN SPRINGS SUBD	11 -5-99-07-580	SUBDIVIDER REBATES	0.00	27,840.99
0.00	23-24 INDIAN SPRINGS SUBD	11 -5-99-07-580	SUBDIVIDER REBATES	0.00	2,832.59
	23-24 INDIAN SPRINGS SUBDIVIDER REBATE				
	INCULDES PREVIOUS YEARS AMOUNTS FOR ADDRESSES				
	FOUND MISSED THRU AUDIT				

*** TOTAL *** 30,673.58

ORDERED BY: LAMAR OZLEY

APPROVED BY: LAMAR OZLEY

City of Groves, Texas
Subdivider Refund - Indian Springs
11/01/2023 THRU 10/31/2024

Bal. Fwd
 \$ 1,353,554.43

Address	Water Revenues		Sewer Revenues	
	Collected	50%	Collected	50%
4801 AUGUSTA GATE	\$ 1,140.89	\$ 570.45		\$ -
4805 AUGUSTA	\$ 599.81	\$ 299.91	\$ 610.81	\$ 305.41
4806 AUGUSTA	\$ 458.16	\$ 229.08	\$ 467.05	\$ 233.53
4809 AUGUSTA	\$ 279.78	\$ 139.89	\$ 285.69	\$ 142.85
4810 AUGUSTA	\$ 414.31	\$ 207.16	\$ 420.56	\$ 210.28
4814 AUGUSTA	\$ 130.94	\$ 65.47	\$ 130.94	\$ 65.47
4818 AUGUSTA	\$ 422.13	\$ 211.07	\$ 431.07	\$ 215.54
4819 AUGUSTA	\$ 364.43	\$ 182.22	\$ 369.67	\$ 184.84
4822 AUGUSTA DR	\$ 181.28	\$ 90.64	\$ 183.14	\$ 91.57
4831 AUGUSTA	\$ 359.29	\$ 179.65	\$ 365.71	\$ 182.86
4832 AUGUSTA	\$ 447.24	\$ 223.62	\$ 457.89	\$ 228.95
4835 AUGUSTA	\$ 323.44	\$ 161.72	\$ 331.04	\$ 165.52
4836 AUGUSTA	\$ 221.32	\$ 110.66	\$ 223.85	\$ 111.93
4839 AUGUSTA	\$ 193.37	\$ 96.69	\$ 203.00	\$ 101.50
4840 AUGUSTA	\$ 334.72	\$ 167.36	\$ 341.48	\$ 170.74
4843 AUGUSTA	\$ 295.13	\$ 147.57	\$ 304.36	\$ 152.18
4844 AUGUSTA	\$ 386.61	\$ 193.31	\$ 395.55	\$ 197.78
4848 AUGUSTA	\$ 12.00	\$ 6.00	\$ 12.00	\$ 6.00
4851 AUGUSTA	\$ 470.78	\$ 235.39	\$ 479.92	\$ 239.96
4852 AUGUSTA	\$ 460.92	\$ 230.46	\$ 472.36	\$ 236.18
4855 AUGUSTA	\$ 388.59	\$ 194.30	\$ 395.69	\$ 197.85
4856 AUGUSTA	\$ 267.49	\$ 133.75	\$ 271.04	\$ 135.52
4860 AUGUSTA	\$ 304.68	\$ 152.34	\$ 310.76	\$ 155.38
4865 AUGUSTA	\$ 283.88	\$ 141.94	\$ 289.29	\$ 144.65
4866 AUGUSTA	\$ 206.29	\$ 103.15	\$ 213.56	\$ 106.78
4870 AUGUSTA	\$ 322.51	\$ 161.26		\$ -
4873 AUGUSTA	\$ 267.20	\$ 133.60	\$ 269.73	\$ 134.87
4874 AUGUSTA	\$ 267.97	\$ 133.99	\$ 271.69	\$ 135.85
4877 AUGUSTA	\$ 268.84	\$ 134.42	\$ 275.09	\$ 137.55
4881 AUGUSTA	\$ 165.08	\$ 82.54	\$ 175.64	\$ 87.82
4898 AUGUSTA	\$ 627.88	\$ 313.94	\$ 638.98	\$ 319.49
4911 AUGUSTA	\$ 330.84	\$ 165.42	\$ 144.00	\$ 72.00
4937 AUGUSTA	\$ 124.49	\$ 62.25	\$ 127.70	\$ 63.85
4955 AUGUSTA	\$ 416.58	\$ 208.29	\$ 425.52	\$ 212.76
4980 AUGUSTA	\$ 254.69	\$ 127.35	\$ 259.59	\$ 129.80
4984 AUGUSTA	\$ 265.23	\$ 132.62	\$ 269.79	\$ 134.90
4992 AUGUSTA	\$ 337.42	\$ 168.71	\$ 344.35	\$ 172.18
4995 AUGUSTA	\$ 152.15	\$ 76.08	\$ 155.87	\$ 77.94
5019 AUGUSTA	\$ 43.71	\$ 21.86	\$ 48.10	\$ 24.05
5031 AUGUSTA	\$ 98.44	\$ 49.22	\$ 105.54	\$ 52.77
5035 AUGUSTA	\$ 212.96	\$ 106.48	\$ 220.06	\$ 110.03
5036 AUGUSTA	\$ 92.69	\$ 46.35	\$ 97.93	\$ 48.97
5039 AUGUSTA PARK	\$ 153.05	\$ 76.53		
4810 CADDIE SPRINGS	\$ 338.94	\$ 169.47	\$ 345.36	\$ 172.68
4820 CADDIE SPRINGS	\$ 572.67	\$ 286.34	\$ 583.32	\$ 291.66
4825 CADDIE SPRINGS	\$ 568.78	\$ 284.39	\$ 579.63	\$ 289.82

4840 CADDIE SPRINGS	\$	361.82	\$	180.91	\$	361.82	\$	180.91
4815 CADDIE SPRINGS CIR	\$	423.98	\$	211.99	\$	433.70	\$	216.85
4800 EAGLES GREEN	\$	156.38	\$	78.19	\$	156.38	\$	78.19
4801 EAGLES GREEN SPK	\$	235.52	\$	117.76			\$	-
4810 EAGLES GREEN	\$	391.28	\$	195.64	\$	399.88	\$	199.94
4820 EAGLES GREEN	\$	312.75	\$	156.38	\$	321.64	\$	160.82
4815 EAGLES GREEN CIRCLE	\$	379.02	\$	189.51	\$	389.33	\$	194.67
4825 EAGLES GREEN CIRCLE	\$	439.43	\$	219.72	\$	447.88	\$	223.94
4835 EAGLES GREEN CIRCLE	\$	148.98	\$	74.49	\$	148.98	\$	74.49
4830 EAGLES GREEN	\$	566.51	\$	283.26	\$	577.51	\$	288.76
4800 MYRTLE BEACH	\$	348.60	\$	174.30	\$	356.20	\$	178.10
4801 MYRTLE BEACH SPK	\$	644.73	\$	322.37			\$	-
4830 MYRTLE BEACH	\$	949.70	\$	474.85	\$	956.30	\$	478.15
4841 MYRTLE BEACH	\$	172.36	\$	86.18	\$	173.04	\$	86.52
4900 MYRTLE BEACH	\$	312.42	\$	156.21	\$	321.95	\$	160.98
4905 MYRTLE BEACH	\$	346.83	\$	173.42	\$	356.36	\$	178.18
4909 MYRTLE BEACH	\$	300.05	\$	150.03	\$	306.98	\$	153.49
4913 MYRTLE BEACH	\$	264.61	\$	132.31	\$	268.83	\$	134.42
4917 MYRTLE BEACH	\$	263.53	\$	131.77	\$	268.94	\$	134.47
4920 MYRTLE BEACH	\$	455.48	\$	227.74	\$	464.66	\$	232.33
4921 MYRTLE BEACH	\$	188.24	\$	94.12	\$	189.42	\$	94.71
4925 MYRTLE BEACH	\$	231.01	\$	115.51	\$	237.60	\$	118.80
4930 MYRTLE BEACH	\$	582.55	\$	291.28	\$	595.85	\$	297.93
4810 MYRTLE BEACH CIRCLE	\$	235.63	\$	117.82	\$	239.69	\$	119.85
4811 MYRTLE BEACH CIRCLE	\$	700.19	\$	350.10	\$	711.04	\$	355.52
4820 MYRTLE BEACH CIRCLE	\$	408.81	\$	204.41	\$	417.75	\$	208.88
4821 MYRTLE BEACH	\$	287.29	\$	143.65	\$	291.68	\$	145.84
4831 MYRTLE BEACH CIRCLE	\$	284.55	\$	142.28	\$	289.28	\$	144.64
4901 MYRTLE BEACH CIRCLE	\$	351.87	\$	175.94	\$	361.84	\$	180.92
5100 PEBBLE BEACH	\$	953.73	\$	476.87	\$	948.83	\$	474.42
5101 PEBBLE BEACH	\$	322.36	\$	161.18	\$	333.21	\$	166.61
5110 PEBBLE BEACH	\$	305.16	\$	152.58	\$	309.72	\$	154.86
5120 PEBBLE BEACH	\$	436.28	\$	218.14	\$	445.71	\$	222.86
5121 PEBBLE BEACH	\$	260.31	\$	130.16	\$	264.20	\$	132.10
5130 PEBBLE BEACH	\$	10.87	\$	5.44	\$	6.80	\$	3.40
5131 PEBBLE BEACH	\$	437.07	\$	218.54	\$	445.96	\$	222.98
5141 PEBBLE BEACH	\$	306.53	\$	153.27	\$	312.61	\$	156.31
5150 PEBBLE BEACH	\$	326.14	\$	163.07	\$	333.91	\$	166.96

Total \$ 28,932.17 \$ 14,466.09 \$ 26,749.80 \$ 13,374.90

Rebate \$ (30,673.58)

Total Collected \$ 55,681.97

Remaining Balance 1,322,880.85

Fiscal Year	Date	Check #	Amount	
2022-2023	9/29/2023	76967	\$ 41,854.10	
2023-2024	11/22/2024	80770	\$ 24,124.49	
2024-2025			\$ 27,840.99	
2016-2023 Audit			\$ 2,832.59	\$ 30,673.58

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

City of Groves

PURCHASE ORDER # 09-40946

10/28/2025

ISSUED TO: VEND #: 01-202
ALLCO, INC.
PO BOX 3684
BEAUMONT, TX 77704

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	arpa grant wwtp improveme arpa grant wwtp improvements, draw 2	11 -5-67-09-604	2021 GLO CLFRF GRANT	0.00 291,681.35

PAID
NOV 06 2025
FINANCE

RECEIVED
OCT 28 2025
FINANCE

*** TOTAL *** 291,681.35

ORDERED BY: lamar ozley

APPROVED BY: LAMAR OZLEY

GrantWorks

2201 Northland Drive, Austin, Texas 78735
Office: (512) 420-0305 | Fax: (512) 420-0302

10/27/2025

DRAW REQUEST TRANSMITTAL COVER LETTER

City Manager
Kevin Carruth
City of Groves
3947 Lincoln Avenue
Groves, TX 77619

Re: Project:	WWTP Improvements
Draw Request No.	002
Contract Amount	\$947,500.00
Grant Amount of this Draw	\$291,681.35
Remaining funds after Draw	\$218,795.85

The enclosed Payment recommendation No.2 has been reviewed. It is approved and ready to be processed for Allco, LLC.

Please do not hesitate to call me at (956) 619 - 3458 if you have any questions or if I may be of assistance.

Sincerely,

Jason Martinezz

American Rescue Plan Act Manager – jjason.martinez@grantworks.net - (956) 619 - 3458

PAID
NOV 02 2025
TOLSON

PROJECT: WWTP Improvements
OWNER: City of Groves
CONTRACTOR: Allco, LLC
ENGINEER: Soutex Surveyors & Engineers

Invoice #: 10088
Job #: TX-1025

PERIOD END: August 31, 2025 ESTIMATE NO. Two (2)

SUMMARY OF PAYMENT VALUES FROM ATTACHED SCHEDULES

Original Contract Amount	\$947,500.00
Approved Change Orders	\$0.00
Current Contract Amount	\$947,500.00
Total Value of Contract Performed to Date	\$481,575.00
Extra Work on Approved Change Orders	\$0.00
Material on Hand	\$285,482.00
Amount of Contract Invoiced to Date	\$767,057.00
Less Amount Retained at: 5%	\$38,352.85
Net Amount Earned on Contract	\$728,704.15
Less Amount of Previous Invoices	\$437,022.80
BALANCE DUE THIS INVOICE	\$291,681.35
Percentage of Contract Invoiced to Date	81%

The undersigned contractor certifies that all work, including materials on hand, covered by this Periodic Payment have been completed or delivered in accordance with the Contract Documents, that all amounts have been paid by him for work, materials, and equipment for which previous Periodic Payments were issued and received from the Owner, and that the current payment shown herein is now due.

CONTRACTOR: ALLCO, LLC

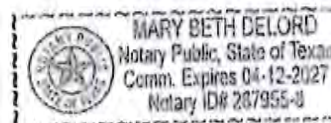
BY: T.W. Harrison
T.W. Harrison - President

DATE: 8/31/2025

Subscribed and sworn to before me this 31st day of August, 2025.

Notary Public: Mary Beth Delord

My Commission expires: April 12, 2027



Recommended for Payment by:

Approved for Payment by:

Darryl D. Harrison 10/16/25
Date

Date

Approved for Payment by:

Approved for Payment by:

Date

Date

NOV 03 2025
FINANCE

PROJECT: WWTP Improvements
 OWNER: City of Groves
 CONTRACTOR: Allico, LLC
 ENGINEER: Soutex Surveyors & Engineers

PERIOD END: August 31, 2025

ESTIMATE NO.: Two (2)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	PER QTY	OTD	VALUE COMPLETED
1	MOBILIZATION							
a	Mobilization/Installation/Bonds	1	LS	36,300.00	36,300.00		100%	36,300.00
2	REMOVE EXISTING EQUIPMENT/ELECTRICAL							
a	Remove Bar Screen/Conveyor	1	LS	40,000.00	40,000.00		100%	40,000.00
b	Remove Grit Classifier Equipment/Misc	1	LS	8,200.00	8,200.00		100%	8,200.00
3	SUPPLY & INSTALL PREFORATED PLATE SCREEN EQUIP							
a	Install New Bar Screen	1	LS	78,400.00	78,400.00	10%	100%	78,400.00
b	Install Misc Waterlines/Connections	1	LS	12,000.00	12,000.00			
c	Electrical Conduit/Controls	1	LS	13,300.00	13,300.00	75%	75%	9,975.00
d	Preforated Filter Screen Equipment	1	LS	285,000.00	285,000.00	10%	100%	285,000.00
4	SUPPLY & INSTALL SHAFTLESS AUGER CONVEYOR							
a	Install Conveyor Equipment	1	LS	17,000.00	17,000.00			
b	Install Discharge Chute/Supports	1	LS	10,000.00	10,000.00			
c	Electrical Conduit/Controls	1	LS	4,000.00	4,000.00			
d	Shaftless Conveyor Equipment	1	LS	96,000.00	96,000.00			
e	Misc Metals Materials (Chute/Supports)	1	LS	14,000.00	14,000.00			
5	SUPPLY & INSTALL GRIT CYCLONE/CLASSIFIER							
a	Remove/Install Supports	1	LS	11,800.00	11,800.00			
b	Install Grit Cyclone/Classifier Equipment	1	LS	28,000.00	28,000.00			
c	Electrical Conduit/Controls	1	LS	6,000.00	6,000.00			
d	Grit Cyclone/Classifier Equipment	1	LS	185,000.00	185,000.00			
6	REMOVE/REPLACE CONVEYOR PLATFORM							
a	Remove Existing Conveyor Platform	1	LS	2,000.00	2,000.00			
b	Install New Conveyor Platform	1	LS	9,000.00	9,000.00			
c	Misc Metals Materials	1	LS	19,000.00	19,000.00			
1A	REPLACE FIBERGLASS HANDRAILS							
a	Remove Existing Handrails	1	LS	2,000.00	2,000.00		50%	1,000.00
b	Install New Handrails	1	LS	10,000.00	10,000.00		50%	5,000.00
c	Misc Metals Materials	1	LS	9,000.00	9,000.00		50%	4,500.00
2A	REPLACE FIBERGLASS GRATING							
a	Remove Existing Grating	1	LS	2,500.00	2,500.00		40%	1,000.00
b	Install New Grating	1	LS	10,500.00	10,500.00		40%	4,200.00
c	Misc Metals Materials	1	LS	20,000.00	20,000.00		40%	8,000.00
2A	MANUAL BAR SCREEN-IMPROVE/REPLACE							
a	Remove Existing Bar Screen	1	LS	1,500.00	1,500.00			
b	Replace Existing Bar Screen	1	LS	9,000.00	9,000.00			
c	Misc Metals Materials	1	LS	8,000.00	8,000.00			
TOTAL FOR PROJECT					947,500.00			481,575.00

PAID
 NOV 04 2025
 FINANCIAL

REMIT TO:

**Hartwell Environmental Corp.
A DXP Company
22115 Hufsmith Kohrville Rd.
Tomball, TX 77375**



Invoice

DATE	INVOICE #
6/25/2025	24-258-01

BILL TO

SHIP TO

ALLCO, LLC
PO Box 3684
Beaumont, TX 77704

City of Groves

P.O. #	TERMS	SHIP	VIA	F.O.B.	QUOTE NO.
7696	Net 30	6/25/2025	Best Way	Jobsite	MD/KG
QTY	DESCRIPTION			PRICE EACH	AMOUNT
0.6	One Lot Galv. Platform, Chute Supports and SS Chute One Lot SS Manual Bar Screen			66,274.00	39,764.40
SCANNED					
RECEIVED JUN 26 2025					
Thank you for your business.		281-351-8501 Phone 281-351-8323 Fax		Total	\$39,764.40

Visit us at www.hartwellenv.com

<12,000.00>
24,764.00

PAID
NOV 05 2025
FIVE

REMIT TO:

**Hartwell Environmental
A DXP Company
22115 Hufsmith Kohrville Rd.
Tomball, TX 77375**



Invoice

DATE	INVOICE #
8/25/2025	24-258-02

BILL TO

ALLCO, LLC
PO Box 3684
Beaumont, TX 77704

SHIP TO

Groves WWTP
6499 Georgia Street
Groves, TX 77619

P.O. #	TERMS	SHIP	VIA	F.O.B.	QUOTE NO.
7696	Net 30	8/25/2025	Best Way	Jobsite	MD
QTY	DESCRIPTION			PRICE EACH	AMOUNT
1	Grit Classifier - With Cyclone			260,718.00	260,718.00
THANK YOU FOR YOUR BUSINESS			RECEIVED AUG 29 2025		
Thank you for your business.			281-351-8501 Phone 281-351-8323 Fax		Total \$260,718.00

Visit us at www.hartwellenv.com

PAID
NOV 05 2025
FUND 1000

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: October 28, 2025

P.O. NUMBER: 09-40945

TO: Kevin Carruth

FROM: Chris Cropper

Purchase Recommendation

Recommended Company: Beck

Items to be Purchased: Electric Actuators

ITEM DESC	QTY	UNIT COST	TOTAL COST
11-263	1	\$6,708.50	\$6,708.50
11-369	1	\$10,227.10	\$10,227.10
11-463	1	\$11,813.75	\$11,813.75
11-163	5	\$5,157.90	\$25,789.50

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

\$54,538.85*

REASONS FOR PURCHASE:

Replacement of pneumatic valve actuators with electric. Eliminate malfunction of current actuators due to age (20 years old), cold weather (valves sticking open or closed) and moisture in air lines from compressed air (moisture in air lines cause malfunction). Eliminate the use of air compressor (electricity savings). Electric actuators operation condition -40 degrees F. One electric actuator installed 9/2023 for trial run. No functionality issues. Budgeted item for 2025/2026

QUOTES

	COMPANY NAME	COST
1.	Beck/8 Electric Actuators plus \$2000 Shipping	\$ 56,538.85
2.	Scallon Controls N/A	\$
3.	Alpha Process Sales N/A	\$
4.	Scruggs/No Response	\$
5.		\$

CHARGE NUMBER: 11-5-63-09-770 VENDOR NUMBER: 23694

Requested by: Ch Cropper Date: 10-28-25

Approved by: [Signature] Date: 11-3-2025
(PW Director)

Approved by: _____ Date: _____
(City Manager)

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: October 31, 2025

P.O. NUMBER: 09-40973

TO: Kevin Carruth

FROM: Chris Cropper

Purchase Recommendation

Recommended Company: Chameleon Industries

Items to be Purchased: Polymer

ITEM DESC.	QTY	UNIT COST	TOTAL COST
CI4727 Cationic Polymer	43,440	\$0.81	\$35,186.40
			\$0.00
			\$0.00
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$35,186.40*

REASONS FOR PURCHASE:

Polymer is main coagulant used for water treatment. THIS IS A CORRECTED INVOICE. PREVIOUS INVOICE WAS ALREADY APPROVED BUT NOT PAID. CHAMELEON MADE A BILLING MISTAKE ON PREVIOUS INVOICE PO# 09-40825. PREVIOUS INVOICE UNIT COST WAS \$0.79 INSTEAD OF THE CURRENT RATE OF \$0.81

QUOTES

	COMPANY NAME	COST
1.	Chameleon	\$ 0.81
2.	AOS Treatment	\$ 0.94
3.	Brenntag	\$ 0.00
4.		\$
5.		\$

CHARGE NUMBER: 11-5-63-02-120

VENDOR NUMBER: 23421

Requested by: Chris Cropper

Date: 10-31-25

Approved by: [Signature]

(PW Director)

Date: 11-3-2025

Approved by: _____

(City Manager)

Date: _____

Date Council Approved _____

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: October 13, 2025

P.O. NUMBER: 09-40825

TO: Kevin Carruth

FROM: Chris Cropper

Purchase Recommendation

Recommended Company: Chameleon Industries

Items to be Purchased: Polymer

ITEM DESC.	QTY	UNIT COST	TOTAL COST
CI4727 Cationic Polymer	43,440	\$0.79	\$34,317.60
			\$0.00
			\$0.00
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$34,317.60*

REASONS FOR PURCHASE:

Polymer is main coagulant used for water treatment

incorrect invoice

QUOTES

	COMPANY NAME	COST
1.	Chameleon	\$ 0.79
2.	AOS Treatment	\$ 0.94
3.	Brenntag	\$ 0.00
4.		\$
5.		\$

CHARGE NUMBER: 11-5-63-02-120

VENDOR NUMBER: 23421

Requested by: _____ Date: _____

Approved by: _____ Date: _____
(PW Director)

Approved by: _____ Date: _____
(City Manager)

Date Council Approved _____

COPY



Chameleon Industries, Inc

July 29, 2025

Groves WTP
4970 Wilson Rd
Groves, TX

ccropper@ciagrovestx.com

Dear City of Groves,

Thank you for being such a loyal and consistent customer to Chameleon Industries over the years. Your satisfaction is very important to us and we hope we have been successful in providing you with excellent customer services and products.

Due to additional price increases from our suppliers, it is necessary for us to increase our price on CI4727.

Product: **CI4727**

Price: \$0.81 / lb

Estimated Delivery Qty: ~42,000 lbs (full load)

Payment Terms: Net 30 Days

F.O.B: Groves, TX

Price Effective 8/1/25

This price increase is something we must do in order to continue to provide you with the quality you've come to expect. If you have any questions or concerns, please don't hesitate to contact us immediately.

Thank you,

Chameleon Industries

PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-40543

10/01/2025

ISSUED TO: VEND #: 01-23937
FENIEX INDUSTRIES
6320 E. STASSNEY LN. BLDG 1
AUSTIN, TX 78744

SHIP TO:
CITY OF GROVES POLICE/COURT
4201 MAIN AVE.
GROVES, TX 77619

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
2.00	PATROL EMERGENCY EQUIPMEN	01 -5-31-09-760	AUTO EQUIPMENT	16,212.54	32,425.08
2.00	LABOR	01 -5-31-09-760	AUTO EQUIPMENT	2,750.00	5,500.00
2.00	METAL FREIGHT	01 -5-31-09-760	AUTO EQUIPMENT	1,000.00	2,000.00
DEAL ID#42800860692 DATE 8/24/2025					
2 PATROL EMERGENCY EQUIPMENT \$34,425.08					
2 LABOR \$5,500.00					
2 METAL FREIGHT \$2,000.00					
TOTAL \$39,925.08					

*** TOTAL *** 39,925.08

ORDERED BY: JOHN HUDSON

APPROVED BY: CHRISTOPHER G. ROBIN



TX Upfitting | City of Groves | Patrol PIU

Deal ID: 42800860692

Created: August 24, 2025

Expires: September 23, 2025

Comments from Colton Moats

2-3 Units

Item & Description	Part #	Qty	List	Line Total
4200 Data-Link Controller	C-4200-DL	1	\$499.00	\$499.00
Storm 100W Siren	C-4014	1	\$189.00	\$189.00
Triton 100W Speaker Universal bracket included	S-2009	1	\$129.00	\$129.00
Q Link Module	QLM-24	1	\$149.00	\$149.00
Q Serial Surface Mount Push Bar	QQMS-8101	6	\$109.00	\$654.00
Quad Cannon headlights	Q-2222	2	\$69.00	\$138.00

Item & Description	Part #	Qty	List	Line Total
Hammer 100W Speaker,Siren x2 Universal L bracket included x1 Mounting Ring included x1 Hardware Kit	S-3017	1	\$279.00	\$279.00
Hammer Mount - Explorer PIU 2020-25 Explorer PIU 2020-25	HAMB-007 Explorer PIU	1	\$39.00	\$39.00
Q-Serial Mirror Mounts 2025+ PIU	QQS-1422FE	1	\$379.00	\$379.00
Quantum® 2.0 49" Quint Color	QT4918-SV	1	\$2,199.00	\$2,199.00
Hook Kit Explorer PIU 2020-2022	FN-5019 Explorer PIU 2020-2022	1	\$39.00	\$39.00
Quantum® 2.0 Rocker Tri Color	QT8820-ST	2	\$679.00	\$1,358.00
Q Serial Flat-Surface Mount rear cargo	QFMS-8101	2	\$109.00	\$218.00
Q Serial Flat-Surface Mount rear hatch	QFMS-8101	2	\$109.00	\$218.00
Dome 8.5" Interior Light Rear Cargo	IL-0121	1	\$69.00	\$69.00
Quad Cannon Taillights	Q-2222	2	\$69.00	\$138.00
2025 PIU+ Pillar Housing Only	PM2025	1	\$500.00	\$500.00
Q Serial Surface Mount For Pillar Moldings	QQMS-8101	6	\$109.00	\$654.00

Item & Description	Part #	Qty	List	Line Total
Dome 8.5" Interior Light Interior	IL-0121	1	\$69.00	\$69.00
2020-24 PI Utility 18" L-Shape Console, 7" Slope, 11" Level (no floor plate needed, mounts directly to floor)	CC-UV20-L-18	1	\$430.15	\$430.15
Feniex Face Plate Console-mounted plate for Feniex control heads.	FP-F-2200	1	\$32.50	\$32.50
3" XTL2500/5000/APX6500 One-piece, 05/07	FP-MXTL5000	1	\$32.50	\$32.50
4" face plate shallow tray w/sloped floor; holds smartphone, keys, wallet, sunglasses, etc. 1.75" H.	FP-SGTRAY	1	\$32.50	\$32.50
External dual beverage holder. Includes rubber fingers to keep cups stabilized.	AC-BH95	1	\$41.60	\$41.60
2" face plate with dual USB-C 4amp and four (4) DC outlets. Includes electronics. WORKS WITH USB-C OUTLETS	FP-USB-4DC	1	\$71.50	\$71.50
GJ NotePad Touch XL	7160-1299-10	1	\$263.00	\$263.00
Gamber Johnson Power Supply	7300-0469	1	\$200.00	\$200.00
Magnet Mic	MMSU-1	2	\$57.00	\$114.00
Console mounted height adjustable arm rest w/5x10 pad.	AC-TB- ARMMNT-XL	1	\$145.60	\$145.60
2020-24 PI Utility 2020-24 Explorer Civilian US Partition Kit (TP-E-SL6-US-SS, SAB-20-FDUV-BB, KP-UV20-DAP-SS)	KIT-TP-SL6U- BB-SS	1	\$975.45	\$975.45

Item & Description	Part #	Qty	List	Line Total
2020-24 PI Utility 2020-24 Explorer Civilian driver/passenger side window guards, welded bars, vertical design	WG-20-FDUV-SET	1	\$240.10	\$240.10
2020-24 PI Utility plastic seat with OS belts, rear partition (square-hole), square-hole side walls	PS-20-UV-OS-R	1	\$1,547.70	\$1,547.70
Setina EZ Cargo 2025+	TK0250ITU20	1	\$1,875.45	\$1,875.45
Whelen Arges	WE-ARGES1	1	\$475.00	\$475.00
Whelen Arges Controller	WE-ARGCH1	1	\$210.00	\$210.00
Whelen Arges Driver Side Mount 2020+ PIU	ARG50D	1	\$80.00	\$80.00
Havis Mount	C-DMM-3028	1	\$475.00	\$475.00
Setina Push Bar	BK1542ITU20	1	\$603.24	\$603.24
Setina Wrap	HK0809ITU25	1	\$450.25	\$450.25
One-time subtotal				\$16,212.54
Labor				\$2,750.00
Metal Freight				\$1,000.00
Total				\$19,962.54

Purchase Terms

Cancellation:

Orders canceled or changed after 24 hours of being placed will be subject to a 10% fee and extended lead times.

Return/Restock:

New orders returned within 3 months will be subject to a 20% fee

Expedite/Rush Request:

Rush order requests are UNAVAILABLE at this time.

Backorders:

Upon receipt, verify product count and reconcile with the packing slip. Discrepancies must be notified to Feniex within 30 days.

Feniex Industries
6320 E Stassney Ln.
Building 1 - Suite 175
Austin, Texas 78744
United States



Purchase Order Submission Requirements

Send To:	accounting@feniex.com	6320 E. Stassney Ln. Bldg 1 Austin TX 78744
-----------------	-----------------------	--

Date:	9/3/25			
Department Name:	Groves Police Department			
Department Address:	4201 Main	City: Groves	State: TX	Zip: 77619
Department Website:	Purchaser Name: City of Groves			
Fax: 409-960-5747	Phone: 409-960-5743	Email: jhudson@cigrovestx.com		

AP Contact	Name: John Hudson	Phone: 409-960-5743
Fax:	Email: jhudson@cigrovestx.com	

Questions	Who to Contact	Phone and Fax
For status of your purchase request, you may contact :	accounting@feniex.com	Phone: 1.800.615.8350 FAX: 512.857.0271
Who may Feniex contact for purchasing issues / questions?	John Hudson	Phone: FAX:
Is this order credited to a dealer? If so, please provide company name.		Phone: FAX:

Checklist

- 1.) Attach official purchase order to this form.
- 2.) Purchase order must list Feniex Industries as the vendor.
- 3.) Full AP information must be provided.

Please note: All Shipments will be shipped to the official departmental address.

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

City of Groves

PURCHASE ORDER # 09-40944

10/28/2025

ISSUED TO: VEND #: 01-7610
GROVES CHAMBER
OF COMMERCE
4399 MAIN
GROVES, TX 77619

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	4 Q PMT 4 Q PMT AT NEW RATE	01 -5-99-06-150	CHAMBER OF COMMERCE	0.00 17,500.00

*** TOTAL *** 17,500.00

ORDERED BY: LAMAR OZLEY

APPROVED BY: LAMAR OZLEY

**Marketing and Tourism Agreement Between the
City of Groves and the Groves Chamber of Commerce and Tourist Center**

This Agreement is made this the 28th day of August, 2025, by and between the CITY OF GROVES, ("City"), a municipal corporation of Jefferson County, Texas, and the GROVES CHAMBER OF COMMERCE & TOURIST CENTER, ("Chamber of Commerce"), a Texas non-profit corporation.

Section I – Authority

The CITY OF GROVES, by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel occupancy tax on occupants of hotels within the City.

Section II – Payment & Scope of Work

As part of its obligation under state statutes (primarily Texas Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the CITY OF GROVES hereby agrees to pay to the GROVES CHAMBER OF COMMERCE & TOURIST CENTER, the sum of \$70,000 annually payable in quarterly installments of \$17,500.00 each, from money actually received by the city from the local hotel occupancy tax in the previous quarter, or from available funds in the hotel occupancy tax fund balance, in consideration for the Chamber of Commerce & Tourist Center advertising and promoting tourism for the visitor market from which the City derives direct tourism income benefit. This payment is conditioned upon the receipt by the City of funds of at least this amount from the hotel occupancy tax in the previous quarter, or funds being available from the hotel occupancy tax fund balance of the City. Should the amount received by the City for any quarter of a year be less than this amount, and funds not be available from the hotel occupancy tax fund balance, the amount paid to the Chamber of Commerce & Tourist Center shall be reduced to the amount actually received in the previous quarter. The amount of this payment shall be subject to annual review and adjustment at the beginning of each fiscal year of the City.

The Chamber of Commerce agrees that any local hotel occupancy tax funds paid to it by the City shall be used only in the following specific areas:

1. The operation, maintenance and administration of the Visitor and Tourist Center;
2. The furnishings of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; or
4. Advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites, museums, or programs to promote the parks and recreational facilities where authorized by law.

Groves Chamber of Commerce
4399 Main Street, Groves, TX, 77619
(409) 962-3631
groveschamber@outlook.com
<https://www.grovescofc.com/>



City of Groves
Attn: Lamar Ozley
3947 Lincoln Ave, 3947 Lincoln Ave.
Groves, TX, 77619

INVOICE

Invoice Number: 1590
Date: 10/22/2025

Sales Item	Price	Qty	Total
City HOT Payment	\$17500.00	1	\$17500.00
Hotel Motel Fund			

Subtotal:	\$17500.00
Discount:	\$0.00
Sales Tax:	\$0.00
Convenience Fee:	\$0.00
Total:	\$17500.00

BALANCE DUE \$17500.00

PAID
NOV 05 2025
CITY OF GROVES

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

City of Groves

PURCHASE ORDER # 09-40990

11/05/2025

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 RAW WATER PURCHASED FOR OCTOBER 2025	11 -5-63-02-110 WATER PURCHASED-LNVA	26,438.73	26,438.73

*** TOTAL *** 26,438.73

ORDERED BY: CHRIS CROPPER
 APPROVED BY: TROY W. FOXWORTH

CUSTOMER BILL

Customer # 029
Bill Date 10/31/2025

Bill # 14401
PO # 09-40990



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

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

Billing Summary

Account Balance		Bill Summary			
Previous Account Balance	\$0.00	October Billing Period	10/1/2025 To 10/31/2025		
New Charges/Penalties	\$26,438.73	Billed Usage	76,634.000 KGal	Contracted Gallons	75,000,000
Account Balance	\$26,438.73				
Due Date	11/30/2025				

Billing Details

Description	Billed Qty	Rate	Amount
Contract Rate	76,634.00 KGal	0.3450	\$26,438.73
Total	76,634.00 KGal		\$26,438.73

Meter Details

Location	Previous Read	Current Read	Actual Usage
City of Groves	239.5510	316.1850	76,634,000.0000 Gal
		Total	76,634,000.0000 Gal

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

City of Groves

PURCHASE ORDER # 09-40055

10/23/2025

ISSUED TO: VEND #: 01-330433
MOODY BROS., INC.
9909 TANNER RD BLDG E
HOUSTON, TX 77041

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	WIZARD 4000 WIZARD 4000 ADVANCED DIGITAL WEIGHT INDICATOR REPLACEMENT. NONFUNCTIONAL AFTER LIGHTNING STORM.	11 -5-63-09-770 EQUIPMENT	7,285.00	7,285.00

*** TOTAL *** 7,285.00

ORDERED BY: CHRIS CROPPER

APPROVED BY: TROY W. FOXWORTH

MOODY BROS. INC.
 9909 Tanner Rd. Bldg. E
 HOUSTON, TEXAS 77041
 Phone: 713-462-8544

DATE	NUMBER	PAGE
10/02/25	0029644	1

INVOICE

Sold To:

GROVES; CITY OF
 P.O. BOX 846
 gggreen@cigrovestx.com
 GROVES, TX 77619

Ship To:

GROVES; CITY OF
 WTP - NH3
 5020 Wilson
 GROVES, TX 77619

ATTN:

CHRIS CROPPER

ORDER NO.	ORDER DATE	CUSTOMER NO.	PO	SHIP VIA	DATE SHIPPED	TERMS
0028448	7/2/25	0001604	09-40055	BW-DESTINATION	9/9/25	Net 30
ORDERED	SHIPPED	B/O	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	1.00	0.00	FF4000-4	Wizard 4 channel Indicator	5,215.000	5,215.00
Serial Number: FF72374				1.00		
4.00	4.00	0.00	FFWMA420	4-20ma output	510.000	2,040.00
*** PURCHASING NOTES ***						
7/2 - PER AB, SHIP DIRECT TO CUSTOMER						

All past due accounts are subject to a charge of 1 1/2% per month.

All returns subject to restocking charge.

No returns without return authorization.

Damaged or disputed goods must be reported within 10 days.

No returns after 30 days from shipment.

City of Groves

GOODS & MATERIALS	7,255.00
LABOR & MISC	
SALES TAX	0.00
S & H	30.00
TOTAL	7,285.00

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PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: July 1, 2025

P.O. NUMBER: 09-40055

TO: Kevin Carruth

FROM: Chris Cropper

Purchase Recommendation

Recommended Company: Moody Bros., Inc.

Items to be Purchased: Wizard 4000 Digital Weight Indicator

ITEM DESC.	QTY	UNIT COST	TOTAL COST
Wizard 4000 Digital Weight Indicator	1	\$7,255.00	\$7,255.00
Shipping	1	\$60.00	\$60.00
			\$0.00
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$7,315.00*

REASONS FOR PURCHASE:

Wizard 4000 digital weight indicator needs replacement due to lightning storm. Wizard 4000 is a digital display for chlorine scales.

RECEIVED

QUOTES

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

CHARGE NUMBER: 11-5-63-09-770

VENDOR NUMBER: 330433

Requested by: Ch Cropper

Date: 7-1-2025

Approved by: [Signature]
(PW Director)

Date: 7-2-2025

Approved by: _____
(City Manager)

Date: _____

Date Council Approved _____

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

City of Groves

PURCHASE ORDER # 09-40871

10/16/2025

ISSUED TO: VEND #: 01-23739
PVS DX INC.
P.O. BOX 674938
DALLAS, TX 75267-4938

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

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
1.00	CHLORINE CHLORINE USED FOR DISENFECTION	11 -5-63-02-120	WATER PLANT CHEMICALS	6,861.60	6,861.60

*** TOTAL *** 6,861.60

ORDERED BY: CHRIS CROPPER

APPROVED BY: TROY W. FOXWORTH

CUSTOMER

REMIT TO	PVS DX, INC PO BOX 674938 DALLAS, TX 75267-4938		DIRECT INQUIRIES TO: PVS DX, INC 1919 JACINTOPORT BLVD. HOUSTON, TX 77015 281-457-4848		INVOICE NUMBER MUST APPEAR ON YOUR REMITTANCE	
					Invoice No 057019212-25	
Customer No. 05066400	Date ordered 10/16/2025	Salesperson Cobarrubias, Alex	Bill Of Lading No 7005690SO	Invoice and Ship Date 10/21/2025		
Ordered By CHRIS @ 409-960-5718		Customer P O. No. 09-40871	Terms Net 30	Ship To 05066406		
SOLD TO	CITY OF GROVES 3947 LINCOLN AVENUE GROVES, TX 77619		SHIP TO	CITY OF GROVES-WP 5020 WILSON NEW WATER PLANT GROVES, TX 77612		
F.O.B TERMS FOB DESTINATION		TERMS OF DELIVERY FRT PPD&ABSORBED		CARRIER OUR TRUCK		
Qty shipped	Description		Quantity	Units	Unit price	Amount
4	CHLORINE, 2000# CONT		8,000	lb	0.8550	6,840.00
	SUPERFUND EXCISE TAX					21.60
				FUEL SURCHARGE		0.00
				FREIGHT		0.00
				TAX		0.00
				Subtotal		6,861.60
Returnable Container Deposit Charges						
Less Deposit Charges on Containers Returned						
4 CHLORINE EMPTY 1TN CONTAINER						0.00
Where allowable by law, credit card payments will be subject to 3% surcharge.						
PLEASE PAY THIS AMOUNT PLEASE INCLUDE INVOICE NUMBER ON CHECK						\$6,861.60

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

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: November 6, 2025

P.O. NUMBER: 09-40890

TO: Kevin Carruth

FROM: Chris Cropper

Purchase Recommendation

Recommended Company: T.R.E.S.

Items to be Purchased: High Service Pump #2 Rebuild

ITEM DESC.	QTY	UNIT COST	TOTAL COST
High Service Pump #2 rebuild.	1	\$6,372.90	\$6,372.90
			\$0.00
			\$0.00
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$6,372.90*

REASONS FOR PURCHASE:

High service motor #2 needs to be rebuilt/throwing overload. T.R.E.S. rewound in 3 days. Emergency situation due to all 3 high service pumps for clearwell #1 out of service. Council previously approved in the amount of \$5,350.00. Resubmit price increase due to rush on job.

QUOTES

COMPANY NAME		COST
1.	T.R.E.S.	\$ 6,372.90
2.		\$
3.		\$
4.		\$
5.		\$

CHARGE NUMBER: 11-5-63-09-770 VENDOR NUMBER: 330306

Requested by: Ch Cropper Date: 11-6-25

Approved by: [Signature] Date: 11-6-2025
(PW Director)

Approved by: _____ Date: _____
(City Manager)

Date Council Approved _____

**Triangle Rotating Equipment Specialists,
Inc.**

Quotation

P. O. Box 1124
Orange, Tx 77630
Phone: 409-886-8429 Fax: 409-886-7880

DATE November 5, 2025
Quotation # 5031
Customer ID

City of Groves

Quotation valid until: Dec 5 2025

Prepared by: Zane Mills

Subject : Cost to repair (1) 100 H.P motor (Rushed)

Description	AMOUNT
Repair (1) 100 H.P, 1780 RPM, 230/460V, 404TP Frame (Rushed)	\$6,372.90
ID # DD069684	

TOTAL	\$6,372.90
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THANK YOU FOR ALLOWING T.R.E.S. TO QUOTE !

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: November 6, 2025

P.O. NUMBER: 09-41004

TO: Kevin Carruth

FROM: Chris Cropper

Purchase Recommendation

Recommended Company: T.R.E.S.

Items to be Purchased: High Service Motor #2

ITEM DESC.	QTY	UNIT COST	TOTAL COST
High Service Pump #2 .	1	\$12,831.81	\$12,831.81
Hot Shot Freight Fee From Dallas	1	\$1,695.00	\$1,695.00
After Hours Fee From Worldwide Electric	1	\$400.00	\$400.00
Labor For Install	1	\$6,000.00	\$6,000.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$20,926.81*

REASONS FOR PURCHASE:

EMERGENCY JOB DUE TO ALL 3 HIGH SERVICES DOWN FOR CLEARWELL #1.

NEW MOTOR.....\$12,831.81

HOT SHOT FREIGHT FROM DALLAS.....\$1,695.00

AFTER HOURS FEE FROM WORLDWIDE ELECTRIC \$400.00

FURNISH 2 MEN IN THE FIELD OVER THE WEEKEND

(SATURDAY-MONDAY)TO INSTALL & RUN CRANE.\$6,000.00

QUOTES

COMPANY NAME		COST
1.	T.R.E.S.	\$ 20,926.81
2.		\$
3.		\$
4.		\$
5.		\$

CHARGE NUMBER

330306

Requested by:

Approved by:

(PW Director)

Approved by:

(City Manager)

Date:

PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: November 6, 2025

P.O. NUMBER: 09-41003

TO: Kevin Carruth

FROM: Chris Cropper

Purchase Recommendation

Recommended Company: T.R.E.S.

Items to be Purchased: Bench Test High Service Pump Motor #2

ITEM DESC.	QTY	UNIT COST	TOTAL COST
Bench Test High Service Pump Motor #2	1	\$1,266.70	\$1,266.70
			\$0.00
			\$0.00
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$1,266.70*

REASONS FOR PURCHASE:

MEGGED MOTOR, RAN AT MULTIPLE SPEEDS,
DISASSEMBLED, CHECKED STATOR, ROTOR AND BEARINGS.
ALL CHECKED GOOD. ASSEMBLED, TEST RAN AND
DELIVERED.

QUOTES

COMPANY NAME		COST
1.	T.R.E.S.	\$ 1,266.70
2.		\$
3.		\$
4.		\$
5.		\$

CHARGE NUMBER: 11-5-63-03-080

VENDOR NUMBER: 330306

Requested by: Ch Cropper

Date: 11-6-25

Approved by: [Signature]
(PW Director)

Date: 11-6-2025

Approved by: _____
(City Manager)

Date: _____

Date Council Approved _____

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

City of Groves

PURCHASE ORDER # 09-40979

11/04/2025

ISSUED TO: VEND #: 01-23852
 WEX BANK
 P.O. BOX 4337
 CAROL STREAM, IL 60197-4337

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	FUEL FOR PD VEHICLES	01 -5-31-02-030	0.00	3,529.83
24.00	FUEL CARD	01 -5-31-02-030	2.00	48.00
0.00	FUEL REBATE	01 -5-31-02-030	0.00	0.00
0.00	FUEL FOR FD VEHICLES	01 -5-32-02-030	0.00	1,357.08
10.00	FUEL CARD	01 -5-32-02-030	2.00	20.00
0.00	FUEL REBATE	01 -5-32-02-030	0.00	0.00
0.00	FUEL FOR PW VEHICLES	01 -5-38-02-030	0.00	182.35
3.00	FUEL CARD	01 -5-38-02-030	2.00	6.00
0.00	FUEL REBATE	01 -5-38-02-030	0.00	0.00
0.00	FUEL FOR G VEHICLES	01 -5-42-02-030	0.00	60.05
2.00	FUEL CARD	01 -5-42-02-030	2.00	4.00
0.00	FUEL REBATE	01 -5-42-02-030	0.00	0.00
0.00	FUEL FOR S/D VEHICLES	01 -5-44-02-030	0.00	1,058.36
26.00	FUEL CARD	01 -5-44-02-030	2.00	52.00
0.00	FUEL REBATE	01 -5-44-02-030	0.00	0.00
0.00	FUEL FOR FM VEHICLES	01 -5-46-02-030	0.00	654.91
9.00	FUEL CARD	01 -5-46-02-030	2.00	18.00
0.00	FUEL REBATE	01 -5-46-02-030	0.00	0.00
0.00	FUEL FOR SW VEHICLES	05 -5-55-02-030	0.00	5,831.02
8.00	FUEL CARD	05 -5-55-02-030	2.00	16.00
0.00	FUEL REBATE	05 -5-55-02-030	0.00	321.66
0.00	FUEL FOR WP VEHICLES	11 -5-63-02-030	0.00	144.42
2.00	FUEL CARD	11 -5-63-02-030	2.00	4.00
0.00	FUEL REBATE	11 -5-63-02-030	0.00	0.00
0.00	FUEL FOR WWP VEHICLES	11 -5-64-02-030	0.00	126.40
2.00	FUEL CARD	11 -5-64-02-030	2.00	4.00
0.00	FUEL REBATE	11 -5-64-02-030	0.00	0.00
0.00	FUEL FOR UT VEHICLES	11 -5-67-02-030	0.00	1,565.01
15.00	FUEL CARD	11 -5-67-02-030	2.00	30.00

** CONTINUED **

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

City of Groves

PURCHASE ORDER # 09-40979

11/04/2025

ISSUED TO: VEND #: 01-23852
 WEX BANK
 P.O. BOX 4337
 CAROL STREAM, IL 60197-4337

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	FUEL REBATE FUEL FOR ALL VEHICLES	11 -5-67-02-030	0.00	0.00

*** TOTAL *** 14,389.77

ORDERED BY: TROY W. FOXWORTH

APPROVED BY: TROY W. FOXWORTH

09-40979



enterprise
FLEET MANAGEMENT

Invoice Statement

INVOICE NUMBER: 108343427
ACCOUNT NAME: City of Groves

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE**	AMOUNT DUE
0460-00-247066-4	54650.00	31	OCT-31-2025	NOV-21-2025	14389.23
DATE	ACTIVITY DESCRIPTION			CHARGES / DEBITS	PAYMENTS / CREDITS
OCT-07-2025	Payment - Thank You				16557.07
OCT-31-2025	Fuel Purchases			14509.43	
OCT-31-2025	Other Adjustments this Period			202.00	264.45
OCT-31-2025	Rebates and Rebate Reversals				57.21
REMINDER PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.					
***Payment must process by Payment Due Date. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing. The Finance Charge is determined by applying a periodic rate of 8.99%.					

PREVIOUS BALANCE	(-) PAYMENTS	(+) ACTIVITY THIS PERIOD	(-) SAVINGS THIS PERIOD	(=) NEW BALANCE
16556.53	16557.07	14711.43	321.66	14389.23

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND MAIL TO: 108343427

Invoice Statement

INVOICE NUMBER: 108343427
ACCOUNT NAME: City of Groves

PAGE 3

If an adjustment is shown here and in the detail above, the amount listed here is a summed value of those individual charges.

DATE	TRANSACTION DESCRIPTION	FUNDED BY	REBATE PERIOD UNITS/DOLLARS	PERIOD AMT	REBATE YTD UNITS/DOLLARS	REBATE YTD AMT
10-31	OTHER ADJUSTMENTS THIS PERIOD					
10-31	Monthly Card Charge			202.00		
10-31	XOM Enterprise Tribrand Rebate			-264.45		
	Subtotal			-62.45		
10-31	REBATES AND REVERSALS					
	Rebate Adjustment			-57.21		-287.40
	Subtotal			-57.21		-287.40
	Total			-119.66		-287.40

PAID
NOV 05 2025
FINANCE

PAID
NOV 05 2025
FINANCE