

# Notice of Regular Meeting

## April 27, 2026, 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/84898124598> 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 on the minutes of the April 13, 2026, City Council Meeting.
9. Deliberate and act on Resolution 2026-13, authorizing the submittal of a Motor Vehicle Crime Prevention Authority FY2027 grant to purchase Automated LPRs and designating the City Marshal as the authorized officer.
10. Deliberate and act on Ordinance 2026-08, amending Code of Ordinances Chapter 19 – Peddlers.
11. Deliberate and act on Ordinance 2026-09, amending Ordinance 2025-14 and Chapter 12, Section 12-11, and Chapter 27, Section 27-14 of the Code of Ordinances to correct the scope of the exclusive franchise for commercial and industrial solid waste.
12. Deliberate and act on the April 27, 2026, Invoice List.

### **Executive Session**

13. City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:
  - a. Section 551.071 (1) (A) – Consultation with Attorney when the governmental body seeks the advice of its attorney about pending or contemplated litigation.
  - b. Section 551.072 – Deliberation Regarding Real Property.
14. Reconvene into open session.

### **Closing Agenda**

15. Hear and deliberate on Council Member comments.
16. 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](mailto:cthibodeaux@cigrovestx.com) at least three days before the meeting.

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

Council Meeting Date: 4/27/2026 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 April 13, 2026, 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: 4/23/26 Time: 9:15 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: April 13, 2026, City Council Minutes.

Minutes.

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

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 04/24/26  
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 meeting of the Groves City Council was held on April 13, 2026, in the Groves City Council Chamber at 5:00 p.m. with Mayor Chris Borne, Councilmember Mark McAdams, and Councilmember Charles Chelette in attendance. Councilmember Brandon Holmes and Mayor Pro Tem Rae Shauna Gay were absent. Mayor Borne called the meeting to order and welcomed the attendees. Mayor Borne then led the prayer and pledge of allegiance.

Mayor Borne then asked for reports, and City Manager Kevin Carruth informed the Council that the letters regarding the customer-side shut-off valves were sent out Thursday of last week and have already begun appearing in citizens' mailboxes. Mr. Carruth then stated that the deadline to opt in to the shut-off valves is May 29, 2026.

Mr. Carruth also stated that Building Official Don Pedraza and Librarian Lou Doucet have both announced their retirements, starting June 1, 2026. There were no further reports.

Mayor Borne asked for citizen comments, and there were none.

**DELIBERATE AND ACT TO APPROVE THE MINUTES OF THE MARCH 23, 2026 CITY COUNCIL MEETING:** Councilmember McAdams moved to deliberate and act to approve the minutes of the March 23, 2026 City Council Meeting, and Councilmember Chelette seconded. Mayor Borne asked for questions, and there were none. Motion passed unanimously.

**RECEIVE THE MINUTES OF THE APRIL 6, 2026, PLANNING AND ZONING MEETING:** Mayor Borne asked Council if everyone had received a copy of the April 6, 2026, minutes of the Planning and Zoning Meeting, and everyone stated they had.

**DELIBERATE AND ACT ON THE APPROVAL OF A REPLAT AT 6394 32<sup>ND</sup> STREET, LEGAL DESCRIPTION TRACTS 10-A AND 9-A, 0.6393 ACRES OF LAND, REPLAT OF ALL OF LOT 10 AND PART OF LOT 9, BLK 1 VAL VERDE GARDENS, ALSO KNOWN AS JCAD PROPERTY ID 108660:** Councilmember Chelette made a motion to deliberate and act of the approval of a replat at 6394 32<sup>nd</sup> Street, legal description TRACTS 10-A and 9-A, 0.6393 Acres of Land, Replat of all of Lot 10 and Part of Lot 9, BLK 1 Val Verde Gardens, also known as JCAD property ID 108660. Councilmember McAdams seconded. Mayor Borne asked for questions or comments. Councilmember Chelette stated that he attended the Planning & Zoning Meeting when this replat was discussed, and all requirements for this replat are met. Councilmember Chelette also stated that this replat would restore the plot back to its original lot design, and would be used to build two nice homes. Mayor

Borne asked whether Planning and Zoning had any issues with this replat, and Chairman Craig Plakhooy stated they had none. Motion passed unanimously.

HEAR AND DELIBERATE ON THE PRESENTATION OF THE FY2024-2025 AUDIT: This item does not require a motion. Finance Director Lamar Ozley introduced Mike Brooks, the Audit Partner at Brooks Watson. Mr. Ozley reminded the Council that the City Auditor reports directly to the City Council. Mr. Brooks stated that he has prepared a summary presentation covering the most important numbers. Mr. Brooks stated that the audit process is broken into three phases: planning, fieldwork, and conclusion & reporting. Next is what auditors consider to be the most important part of the audit report, which is the four possible outcomes: unmodified, modified, disclaimed, and adverse. The best being unmodified and the worst being adverse. Mr. Brooks then stated that he is happy to say they were able to issue a clean, unmodified auditor's opinion on these financials, which is the highest level of assurance they can provide that the financial statements are free of material misstatement and that all footnotes are disclosed.

Mr. Brooks then reviewed several financial highlights, including that end-of-year total assets exceeded total liabilities by \$40,177,478. City governmental funds reported combined ending fund balances of \$5,092,943, an increase of \$1,536,848. The unassigned fund balance in the general fund was \$4,096,606 as of year-end. The City had an overall increase in net position (full accrual) of \$4,509,567 for the year.

The total governmental revenues excluding utility funds were \$13,070,995, an increase of \$1,741,589. The following were the three largest. Total property taxes were \$7,680,647, an increase of \$516,373. The sales taxes were \$2,192,762, an increase of \$141,025. The total grants and contributions were \$974,066, an increase of \$969,462.

Next was a summary of the governmental activities and expenses. The total expenses for the year were \$12,106,897, an increase of \$591,216. Public safety expenses were \$6,489,137, an increase of \$476,136. Public Works expenses were \$2,919,390, an increase of \$192,915. General government expenses were \$1,660,267, a decrease of \$119,254.

Mr. Brooks then reviewed the summary of governmental funds and the changes in the fund balance. The unassigned fund balance in the general fund totals

\$4,096,606 of 33% of annual general fund expenditures, which is about 4 months' reserves. Mr. Brooks then reviewed the budget-to-actuals for the general fund. The City has a positive revenue variance of \$1,025,569, meaning it received about \$1 million more than estimated in the final budget. Mr. Brooks then stated that the largest overage was property taxes at about \$200,000, but generally every category was slightly over, and the accumulation added up to the \$1 million overestimate. The expenditure variance had a negative \$145,000, which is pretty minimal overall. The other financing sources (uses), primarily transfers, had a positive budget variance of \$398,973. The overall positive budget variance was \$1,279,093, attributable to the estimated increase in the final budget.

Next was the statement of revenues, expenditures, and changes in net position for the proprietary funds, which include water, sewer, and solid waste. These funds are different than your governmental funds; they are funded by rates and fees. These funds should have rates set at a level sufficient to fund operations, debt service, and any capital improvements. If these funds are losing money or have decreases in net position over time, it is typically an indication of a rate issue or operational issue that needs to be addressed. The water & sewer fund had an operating income of \$1,820,006 for the year, and the solid waste fund had an operating income of \$710,536. This is before any transfers or capital contributions. Mr. Brooks stated that this fiscal year was in good shape and did not see any indications of any issues.

Mr. Brooks then opened it up for Council questions. Mayor Borne asked about the unassigned portion of the general fund, noting that in 2017 the City had a negative fund balance and that we are now at just over \$4 million. Mayor Borne asked if Mr. Brooks sees any issues with the City continuing to strive for six months' worth of reserves, and Mr. Brooks stated that it is completely a City decision and that he only worries when it gets too low. Mr. Brooks then stated that a six-month reserve is not unusual for a coastal community. Mayor Borne asked Mr. Brooks to explain the statement for the utility funds again, and Mr. Brooks stated that the numbers he had pointed out earlier were the operating income figures. Those numbers are non-negotiable; if you aren't funding operations, there is a serious issue. Mr. Brooks then stated that if the City accumulates any excess, it can be used for certain other costs, including administrative costs and franchise fees, which are returned to the general fund. That is the non-operating portion of this statement. Mayor Borne then asked Finance Director Lamar Ozley, prior to the rate increases, whether the change in net position was significantly off in the water and sewer portion, and Mr. Ozley stated it is usually much worse than that. Mayor Borne then stated that it would be considered better at

this point, and Mr. Ozley stated that it is absolutely better than before the rate increases, when we were at an operating loss before we even got to transfers.

City Manager Kevin Carruth then asked Mr. Brooks about his letter, in which he discussed the purchasing policy and recommended that the City increase the threshold for going out to bid, which the State changed effective September 1<sup>st</sup> of last year from \$50,000 to \$100,000. Mr. Carruth also stated that the City must contact at least two historically underutilized businesses. In the past couple of years, the State has stopped maintaining its HUB list, and the Federal Government has also stopped maintaining its HUB list. Mr. Carruth asked Mr. Brooks for a recommendation on how to achieve that goal, and Mr. Brooks stated that the HUB list, generally posted and maintained by the State Comptroller, has been replaced by VET HUB, which aims to replace historically underutilized businesses with veteran-owned businesses. The issue is that the Local Government Code has not been updated to reflect those changes. Mr. Brooks then stated that, as far as how to comply, he thinks the approach is to make a good-faith effort to contact or identify historically underutilized businesses. Mr. Brooks stated that this is an unresolved issue until they update the code, and he believes the intention is to phase out HUB and replace it with VET HUB. So, you have a government resource telling you to do one thing and the Local Government Code telling you to do another. Mr. Brooks then stated that you want to do your best to comply with the Local Government Code until it is changed, which will be the most authoritative. Ultimately, make a good-faith effort and document what has been done to comply with the local government code.

Councilmember Chelette stated that he is new to the Council but would like to congratulate the prior Council for getting the City on the right track financially. Councilmember McAdams thanked Mr. Brooks for the simplicity of the report. City Manager Kevin Carruth agreed with Councilmember McAdams, stating this presentation is better than he has seen in a very long time. Councilmember Chelette also thanked City staff and administrators for helping move the City in the right direction with finances. There was no further discussion regarding the audit.

DELIBERATE AND ACT TO AMEND ORDINANCE 2026-05, BY ADDING SEC. 24(C), PRESCRIBING THAT ALL \$26,000,000 FROM THE SALE OF THE SERIES 2026 CERTIFICATES OF OBLIGATION BE DEPOSITED INTO AN ENCUMBERED FUND: Councilmember McAdams made a motion to deliberate and act to amend Ordinance 2026-05, and Councilmember Chelette seconded. City Manager Kevin Carruth stated that every certificate of obligation, bond issue, and tax note has to be reviewed and approved by the Attorney General's Office. The City received one

comment back, and it was to make this one very minor change: state that the proceeds from this CO are going into this particular encumbered fund line item. There were no further questions, and the motion passed unanimously.

**DELIBERATE AND ACT ON A CONTRACT WITH SOUTEX SURVEYORS AND ENGINEERS FOR PROJECT NO. 25-0067, A.K.A. 25<sup>TH</sup> STREET SEWER BOTTLENECK:** Councilmember Chelette made a motion to deliberate and act on a contract with Soutex Surveyors and Engineers for Project No. 25-0067, a.k.a. 25<sup>th</sup> Street Sewer Bottleneck, and Councilmember McAdams seconded. City Manager Kevin Carruth reminded the Council that we have already completed the preliminary engineering on this, and that this is to perform the final engineering and instruction management. Mr. Carruth then stated that he had discussed the cost with Soutex last week, and this morning they sent a revised fee of \$185,800. Councilmember Chelette asked if Soutex would be the general contractor for this project, and Mr. Carruth stated that they would just be the engineers managing the project. There were no further questions, and the motion passed unanimously.

**DELIBERATE AND ACT ON CONSTRUCTION OF A DISC GOLF COURSE AT JOHN SPIKES AND WEST GROVES PARKS, AND ACCEPTING SPONSORSHIP FROM GROVES EQUIPMENT RENTAL COMPANY:** Councilmember McAdams made a motion to deliberate and act on construction of a disc golf course at John Spikes and West Groves Parks, and accepting sponsorship from Groves Equipment Rental Company of up to \$10,000. Councilmember Chelette seconded. City Manager Kevin Carruth complimented Public Works Director Troy Foxworth and Chamber Director Letha Knaus for spearheading this project. Mr. Foxworth stated that we now have the funding for this project, totaling \$9,475. The City will provide the labor, which would be normal labor hours. Mayor Borne asked about the printing of the draft material, and Mr. Foxworth stated that it is included. Mayor Borne stated we need to make sure we have a grand opening. There were no further questions, and the motion passed unanimously.

**DELIBERATE AND ACT ON ORDINANCE 2026-07, SUSPENDING THE RATES PROPOSED BY TEXAS GAS SERVICE COMPANY'S MARCH 10, 2026, GAS RELIABILITY INFRASTRUCTURE PROGRAM FILING:** Councilmember Chelette made a motion to deliberate and act on Ordinance 2026-07, suspending the rates proposed by Texas Gas Service Company's March 10, 2026, Gas Reliability Infrastructure Program Filing, and Councilmember McAdams seconded. City Manager Kevin Carruth stated that this is the same song and dance that we do every year. It will come back with a lower rate in the end, and Texas Gas will pay the

attorney's costs, so there is no expense to the City. There were no further questions, and the motion passed unanimously.

DELIBERATE AND ACT ON THE APRIL 13, 2026, INVOICE LIST: Councilmember McAdams made a motion to deliberate and act on the April 13, 2026, Invoice List in the amount of \$187,023.97. Councilmember Chelette seconded.

INVOICES: City Manager Kevin Carruth presented invoices for payment totaling \$187,023.97 as follows:

1. Axon Enterprise Inc	Bundle taser certification.	\$20,705.16
2. Brenntag Southwest, Inc.	Sodium Hydroxide.	\$9,597.83
3. City of Port Arthur	Sludge disposal for February 2026 and landfill fees for 1/26/26 - 2/25/26.	\$26,575.00
4. Delta Industrial	Bunker gear.	\$14,939.00
5. HEAT Safety	Air pack.	\$7,128.76
6. Lloyd Gosselink Attorneys at Law	Professional services and disbursements rendered through February 28, 2026.	\$62,600.50
7. PVS, DX	Chlorine for Water Plant.	\$6,861.60
8. PVS, DX	CL2 & SO2 for Wastewater Plant.	\$10,036.20
9. Republic Services	Container service for February 2026.	\$10,180.16
10. Wex Bank	Fuel for all vehicle's March 2026.	\$18,399.76

Mayor Borne asked for questions, and Councilmember Charles Chelette asked Chief Billeaud if that is for just one air pack, and Chief Billeaud stated that it is correct. There were no further questions, and the motion passed unanimously.

DELIBERATE ON PRESENTATION AND ON-SITE VIEWING OF ACADIAN AMBULANCE SERVICE'S AMBUS MULTI-PATIENT VEHICLE IN THE DRIVEWAY BETWEEN THE ACTIVITY BUILDING AND CITY HALL, WITH THE MEETING RECONVENING IN THE COUNCIL CHAMBER FOLLOWING THE SITE VISIT: The Council Members left the Chambers at 5:44 p.m. to take a tour of the AMBUS in the driveway between the Activity Building and City Hall. The Council then reconvened in the Council Chamber at 6:00 p.m. Mayor Borne thanked Acadian Ambulance for the tour of the AMBUS.

There was an Executive Session item on the agenda, but the City Council did not enter Executive Session due to attendance.

Mayor Borne asked for Councilmember comments. Councilmember Chelette thanked the Public Works Director for his work on bringing the disc golf to our City. Councilmember Chelette asked that our next budget include restroom upgrades and playground equipment for the children. City Manager Kevin Carruth stated that the playground equipment that was in West Groves Park was removed due to age and being unsafe. The City did salvage playground equipment from Van Buren Elementary and is in storage for installation. Mayor Borne congratulated Building Official Don Pedraza and Librarian Lou Doucet for their years of service and wished them the best of luck in retirement.

There was no further business, and the meeting was adjourned at 6:04 p.m.

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Mayor

ATTEST:

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City Clerk

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

Council Meeting Date: 4/27/2026 Department: Police Agenda Item No. 9

Title for Item (same as to be placed on Agenda): Deliberate and act on Resolution 2026-13, authorizing the submittal of a Motor Vehicle Crime Prevention Authority FY2027 grant to purchase Automated LPRs and designating the City Marshal as the authorized officer.

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

Submitted to City Manager's Office on: Date: 4/20/2026 Time: 11:00 AM By: Marshal

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


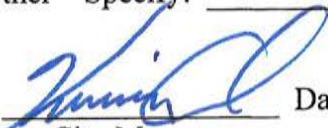
Deadline for Approval: Immediately

Staff Recommendation: Staff recommends the City Council adopt Resolution 2026-13, authorizing the submittal of a Motor Vehicle Crime Prevention Authority FY2027 Grant to purchase Automated LPRs and designating the City Marshal as the authorized officer, as presented.

Alternative (if any) for consideration: None

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

Specific Council Action Requested: None (Information item only) \_\_\_\_\_ Motion X  
Ordinance – Number \_\_\_\_\_ Resolution – Number 2026-13 Other – Specify: \_\_\_\_\_

Signed:  Date: 4/20/26 Approved:  Date: 04/23/26  
Department Head City Manager

**FUNDING (IF APPLICABLE)**

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

**PAYMENT REQUEST**

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

**ACTION TAKEN BY COUNCIL**

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

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## MEMORANDUM FOR CITY COUNCIL

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To: Kevin Carruth, City Manager  
From: Christopher Robin, City Marshal  
Date: April 20th, 2026  
Re: Resolution for Motor Vehicle Prevention Authority Grant

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I respectfully request the City Council's approval of a resolution authorizing the submission of a grant application to the Texas Motor Vehicle Crime Prevention Authority (MVCPA). This grant will assist our department in maintaining existing Automated License Plate Readers (ALPRs) and deploying additional ALPRs as part of a focused initiative to prevent and investigate catalytic converter thefts and motor vehicle thefts within our jurisdiction and assist with the investigations of agencies in the surrounding region.

Catalytic converter thefts have plagued us heavily in the past, and these issues continue to present challenges statewide due to the ease and speed of the crime and the difficulty of identifying suspects post-incident. This program will provide critical technology to monitor vehicle activity, identify suspect vehicles in real time, and collaborate with neighboring agencies through integration with the nearby Real-Time Crime Center. While the grant's primary focus is the prevention of catalytic converter thefts, the equipment and system infrastructure will also enhance our department's ability to address a wide range of crimes and improve regional information-sharing and response capabilities.

The total project cost is estimated at approximately \$69,000, based on current pricing for 23 cameras and associated implementation. The required city match is projected at approximately \$11,500, with the understanding that the final amount will be confirmed upon completion of vendor pricing later this week. The city match will not exceed \$15,000.

Funding will support the acquisition, installation, maintenance, and implementation necessary to ensure the system is fully operational and effective.

Approval of this resolution will allow submission of the grant application and advancement of a project that directly supports crime prevention, investigative efficiency, and regional law enforcement collaboration. This request follows a prior grant application for similar technology that is still pending; the two grants are intended to supplement one another or, if only one is funded, provide sufficient coverage independently. The project scope remains flexible and can be adjusted to align with available funding.

**Total Value:** ~ \$69,000.00

**MVCPA:** ~ \$57,500.00

**City Match:** ~\$11,500.00 (20 % of MVCPA, not to exceed \$15,000.00)

Primary Agency / Grantee Legal Name: *City of Groves*  
Organization Type: *Law Enforcement*  
Organization ORI (if applicable): *TX1230300: GROVES PD*  
State Payee ID Number: *17460125937009*

**Program Title** Please enter a short description of the proposed program that can be used as the title.

Groves Police Automated License Plate Reader Program

**Application Category** (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

- New Grant** - Only available to Law enforcement agencies and local prosecutors. These are annual competitive grants that require a minimum cash match of 20% for the program described in the application. Awarded activities are funded on a reimbursement basis.

**MVCPA Program Category** (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prosecution, Adjudication and Conviction
- Reduction of the Theft of Catalytic Converters
- Education Programs and Marketing

**Provide a General Description of the Participating and Coverage Area of this Grant Application**

**Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:**

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown.

Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

**Participating Agencies** are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources.

[Note: Interlocal/interagency agreements do not need to be submitted with the application.

Interlocal agreements will need to be executed prior to the first payment being made

if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

**Coverage Agencies** are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the

participating agencies are strongly recommended.

**Add**

**Other Coverage** (Use if ORI not listed or explanation is necessary.):

**National Insurance Crime Bureau (NICB)** Used as Match (Documentation and time certification required.)

**Texas Department of Public Safety (DPS)**

**Other State or Federal Agency** (specify: )

**Resolution:** Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to [grantsMVCPA@txdmv.gov](mailto:grantsMVCPA@txdmv.gov). The completed and executed Resolution must be attached to this on-line application.

**Grant Budget Form**

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

**RESOLUTION NO. 2026-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVES, TEXAS, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY, GROVES POLICE AUTOMATED LICENSE PLATE READER PROGRAM, FOR THE CITY OF GROVES POLICE DEPARTMENT**

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

**WHEREAS**, this grant program will assist this jurisdiction to combat catalytic converter theft; and

**WHEREAS**, the City Council of the City of Groves agrees that in the event of loss or misuse of grant funds, the City Council assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

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

1. Designates Christopher Robin, City Marshal, as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and
2. Designates Robert Phillips, Chief Deputy, as the Program Director and designates Lamar Ozley, Director of Finance, as the Financial Officer for this grant.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the Groves held on the \_\_\_\_ of \_\_\_\_\_, 2026

\_\_\_\_\_  
Chris Borne, Mayor

**ATTEST:**

\_\_\_\_\_  
Clarissa Thibodeaux, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brandon P. Monk, City Attorney

**Budget Entry Option:**

Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage:  %

Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures
Personnel			
Fringe			
Overtime			
Professional and Contract Services			
Travel			
Equipment			
Supplies and Direct Operating Expenses (DOE)	\$57,500	\$11,500	\$69,000
Total	\$57,500	\$11,500	\$69,000
Cash Match Percentage		20.00%	

Description Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
<b>Personnel</b>					
Total Personnel					
<b>Fringe</b>					
Total Fringe					
<b>Overtime</b>					
Total Overtime					
<b>Professional and Contract Services</b>					
Total Professional and Contract Services					

Description Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
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**Travel**

Total Travel

**Equipment**

Total Equipment

**Supplies and Direct Operating Expenses (DOE)**

Flock Safety ALPR Cameras (23)		\$57,500	\$11,500	\$69,000	
<b>Total Supplies and Direct Operating Expenses (DOE)</b>		<b>\$57,500</b>	<b>\$11,500</b>	<b>\$69,000</b>	

**Budget Narrative**

**G. Supplies and Direct Operating Expenses (DOE)**

This equipment includes ALPR cameras and video services to help prevent vehicle theft and other crimes. The cameras will be placed at key entry and exit points to assist officers with identifying stolen vehicles and tracking suspects as part of proactive policing efforts.

**Revenue**

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

**Cash Match**

**Source of Cash Match**

City of Groves General Fund	Grantee	\$11,500
<b>Total Cash Match</b>		<b>\$11,500</b>

**In-Kind Match**

### Statistics to Support Grant Problem Statement

Reported Cases	2025	2026
<b>Jurisdiction</b>	<b>Catalytic Converter Theft</b>	<b>Catalytic Converter Theft</b>
City of Groves	15	4

Add/Edit Statistics

### Application Narrative

#### Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Groves Police Department serves a community of approximately 17,500 residents in Jefferson County, Texas. The department is dedicated to proactive law enforcement, regional cooperation, and leveraging technology to prevent and respond to criminal activity. The agency operates with a focus on community safety, criminal deterrence, and coordination with surrounding jurisdictions through joint task forces, multi-agency partnerships, and shared intelligence systems. This grant application seeks funding for the purchase and installation of Automated License Plate Readers (ALPRs) specifically aimed at deterring and detecting catalytic converter thefts. Catalytic converter theft has become an increasingly prevalent issue across the region due to the high resale value of the materials involved and the speed at which these crimes occur. Groves' proximity to major highways, industrial areas, and shared regional infrastructure makes it a key location for vehicle-related crimes, including converter theft. The proposed ALPR systems will be deployed at key entry and exit points in the city and integrated into a broader regional network through cooperation with a neighboring Real Time Crime Center (RTCC). This connectivity will enhance real-time data sharing, improve investigative capabilities, and allow for quicker identification of suspect vehicles traveling across jurisdictions. The systems will support both real-time interdiction and long-term investigative efforts. For the community, this program represents a strategic and impactful step in reducing property crime and improving public safety. It will help the department more effectively track suspect vehicles, recover stolen property, and identify repeat offenders. In addition, the visibility of ALPR technology serves as a deterrent, reducing the likelihood of criminals targeting the area. In summary, this project strengthens Groves PD's ability to prevent catalytic converter thefts and vehicle thefts, fosters multi-agency coordination, and enhances the safety and security of the citizens we serve.

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The Groves Police Department will maintain direct operational control of the ALPR systems funded by this grant, while actively coordinating with a regional task force centered around a neighboring Real Time Crime Center (RTCC). This cooperative structure includes formal and informal partnerships with nearby law enforcement agencies across Jefferson County and the surrounding region, supported by mutual aid agreements and shared investigative protocols. If awarded, this grant will strengthen ongoing multi-agency

collaboration efforts by allowing Groves PD to contribute real-time vehicle data into the RTCC network. This regional network supports coordinated responses to vehicle-related crimes, including catalytic converter theft, and enables centralized data analysis and suspect tracking across jurisdictional lines. The program will be overseen by command staff at Groves PD with liaisons to partner agencies for data sharing and investigative coordination. While the ALPRs will serve the entire community, their deployment will focus on high-risk areas identified through crime mapping and traffic pattern analysis. There is no specific demographic subset targeted for enforcement; rather, the program is designed to reduce crime and enhance safety citywide through intelligence-led policing.

### **Grant Problem Statement**

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The evaluation of 2024 and 2025 incident data indicates a low but consistent number of thefts associated with catalytic converters and/or motor vehicle theft, highlighting a sustained and evolving issue. These incidents frequently occur in conjunction with broader vehicle theft activity, reinforcing that catalytic converter theft is not isolated but part of a larger criminal pattern. As offenders increasingly operate across jurisdictional boundaries, this activity continues to impact multiple agencies within our shared real-time crime center network. Groves' proximity to major traffic corridors and industrial infrastructure makes it a viable target for transient offenders. Without sustained deterrence and enforcement efforts, there is a strong likelihood of continued or increased activity. Expanding Automated License Plate Reader (ALPR) capabilities will enhance our ability to identify suspect vehicles, support regional intelligence-sharing, and proactively disrupt criminal activity before it escalates.

Our participation in a shared real-time crime intelligence network positions us to both benefit from and contribute to regional enforcement efforts, strengthening overall prevention, detection, and interdiction of catalytic converter theft and related vehicle crimes.

### **Grant Goals and Activities**

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

#### **Part 1**

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

The proposed program will deploy and/or maintain Automated License Plate Readers (ALPRs) at strategic entry and exit points to monitor vehicle movement in real time. These systems will assist in identifying suspect vehicles associated with catalytic converter thefts, both locally and regionally. Through integration with a nearby Real-Time Crime Center (RTCC), the program will allow for immediate alerts, investigative leads, and collaborative response with surrounding jurisdictions. Data collected will enhance pattern recognition, support ongoing investigations, and deter offenders by increasing the risk of detection and

apprehension. The program directly supports law enforcement's ability to prevent theft, recover stolen property, and hold offenders accountable.

### 3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The proposed program functions to prevent catalytic converter theft through the strategic use of Automated License Plate Readers (ALPRs) to detect, deter, and disrupt criminal activity. By capturing vehicle data in real time, the system enables faster identification of suspect vehicles and supports timely law enforcement response. Integration with a regional Real-Time Crime Center enhances multi-agency collaboration, allowing for shared intelligence and broader coverage. The presence of ALPRs serves as a visible deterrent, discouraging offenders from targeting the area. Additionally, data analysis will help identify trends, hotspots, and repeat offenders, enabling focused enforcement and prevention strategies.

### 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities.

Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The task force will collaborate through a coordinated, cross-jurisdictional strategy that enhances, not duplicates, existing regional efforts. Partnering with a nearby Real-Time Crime Center (RTCC), the applicant agency will share ALPR data in real time with surrounding agencies already connected to the network. This integration ensures consistent communication, shared intelligence, and a unified response to catalytic converter theft and related crimes. Staff will participate in joint briefings, information-sharing protocols, and regional investigative support through established mutual aid and interlocal agreements. Regular coordination meetings and access to centralized crime data will support a synchronized approach that spans jurisdictional lines, maximizing impact and efficiency across the region.

### 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

N/A

## Part II

### Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

ID	Activity	Measure	Target
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Catalytic Converter Theft through Enforcement Strategies		

**1.1 Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter Theft**

- 1.1.1 Identify groups of catalytic converter theft offenders through intelligence gathering, crime analysis and the use of informants  
Number of catalytic converter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members
- 1.1.2 Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]  
Number identified/documented offenders
- 1.1.5 Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other).  
Number of businesses inspected
- 1.1.6 Conduct bait vehicle operations that target Catalytic Converter Theft offenders  
Number of bait vehicle deployments. Include Catalytic Converter Theft bait operations here.
- 1.1.8 Deploy license plate readers (LPR)  
Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.
- 1.1.9 Respond to taskforce license plate reader (LPR) alert notifications  
Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located
- 1.1.12 Conduct covert operations targeting Catalytic Converter Theft offenders  
Number of covert operations
- 1.1.13 Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft  
Number of warrant round-up operations performed Catalytic Converter Theft
- 1.1.15 Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft  
Report the number of Catalytic Converters recovered by grantee
- 1.1.16 Increase the clearance rate of Catalytic Converter Theft  
Report the number of Catalytic Converter Theft cases cleared
- 1.1.17 Increase the number of persons arrested for Catalytic Converter Theft  
Report the number of persons arrested for Catalytic Converter Theft by taskforce

**1.2 Strategy 2: Conduct Collaborative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft**

- 1.2.1 Provide Agency Assists for Catalytic Converter Theft  
Number of agency assists related to catalytic converter theft. **Assist means responding or**

1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated ( <b>include information distributed to law enforcement agencies via text, e-mail, or intra-net communications</b> )
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft
<b>3</b>	<b>Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft</b>	
<b>3.1</b>	<b>Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens</b>	
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.)
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches
<b>3.2</b>	<b>Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property</b>	
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.

### Grant Evaluation

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

The applicant agency will use a combination of internal reporting protocols and shared regional systems to collect and evaluate data related to program goals, strategies, and activities. Data will be gathered through CAD/RMS (Computer-Aided Dispatch/Records Management System) entries, ALPR system analytics, and incident reporting software to track theft trends, detection events, and investigative outcomes. Supervisors will routinely review data and prepare summary reports to assess performance against grant objectives. Management staff will oversee monthly evaluations to ensure operational alignment and proper documentation. Data will be validated through cross-agency coordination with the RTCC and neighboring departments. Program effectiveness and cost-efficiency will also be assessed through the reduction in catalytic converter thefts and resource utilization metrics.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

In addition to the measures listed above, the program will track the number of actionable ALPR alerts generated and shared through regional systems, as well as the number of alerts that result in investigative follow-up, interdiction, or arrest. The program will also evaluate cross-jurisdictional information sharing by documenting instances where shared data contributes to case development or suspect identification in neighboring agencies. These measures align with prevention and enforcement goals by emphasizing early detection, regional coordination, and disruption of vehicle-related theft activity.

### **TxGMS Standard Assurances by Local Governments**

We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

[File Upload](#)

Validate Form

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

Council Meeting Date: 4/27/26 Department: Police Agenda Item No. 10

Title for Item (same as to be placed on Agenda): Deliberate and act on Ordinance 2026-08, amending Code of Ordinances Chapter 19 – Peddlers.

Party(ies) requesting placement of this item on the agenda: City Marshal, Christopher Robin

Submitted to City Manager’s Office on: Date: 4/21/25 Time: 10:30 AM By: Marshal

Explanation of Item: This ordinance amends the City’s peddlers license regulations for clarity and improved enforcement. The update follows discussion from a prior City Council workshop regarding current regulatory gaps and operational needs. Approval will align the ordinance with modern city practices and improve regulatory consistency.

Deadline for Approval: Immediately


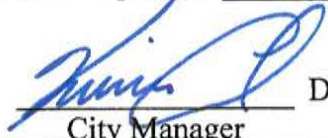
Staff Recommendation: Staff recommends the City Council adopt Ordinance 2026-08, amending the Code of Ordinances Chapter 19 – Peddlers, as presented.

Alternative (if any) for consideration: None

Identify any attachments to this document: 1) Marshal’s 4/20/26 memo; 2) proposed ordinance; 3) updated Forms.

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

Ordinance – Number 2026-08 Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed:  Date: 4/20/26 Approved:  Date: 04/23/26  
Department Head City Manager

**FUNDING (IF APPLICABLE)**

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

**PAYMENT REQUEST**

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

**ACTION TAKEN BY COUNCIL**

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

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## MEMORANDUM TO CITY COUNCIL

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To: Kevin Carruth  
From: Christopher Robin, City Marshal  
Date: April 20th, 2026  
Re: Update to Peddlers Ordinance

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### **Overview**

I am requesting the placement of an agenda item for City Council consideration to deliberate and act on proposed updates to the City's Peddlers Ordinance. Earlier this year, a workshop was conducted to review the existing ordinance, identify areas for improvement, and discuss modernization efforts. Following that workshop, and with the assistance of the City Attorney, Mr. Monk, a comprehensive set of updates has been developed.

### **Benefits Provided by this Update**

The proposed revisions provide clearer structure, guidance, and administrative processes, including:

- Clarification of who is required to obtain a peddler's license and who is exempt (e.g., canvassers, charitable fundraisers, and certain state-licensed professionals)
- Updated application procedures, including a standardized application packet and instructions for obtaining background information
- Revised registration fees
- A defined process outlining what occurs after submission, including review and approval steps
- Guidance on denial procedures, including consideration of criminal history based on the totality of circumstances as determined by the City Marshal
- Implementation of a voluntary "No Solicitation" list for residents, to be maintained by the City Marshal and provided to permitted individuals
- A quick-reference guide to assist both applicants and staff with compliance and expectations

These updates are necessary to modernize the current ordinance and improve clarity, consistency, and enforceability, while also enhancing transparency for applicants and service to residents. Based on the work completed and the overall benefits of these revisions, I recommend that Council act to approve the proposed ordinance updates.

Respectfully submitted,

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

Christopher Robin  
Groves City Marshal

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**CITY OF GROVES**

**ORDINANCE NO. 2026-08**

**AN ORDINANCE OF THE CITY OF GROVES, TEXAS, AMENDING CHAPTER 19 OF THE CODE OF ORDINANCES; REVISING DEFINITIONS TO DISTINGUISH BETWEEN COMMERCIAL SOLICITORS AND CANVASSERS; ESTABLISHING A REGISTRATION FEE FOR COMMERCIAL SOLICITOR LICENSES; PROVIDING AN EXEMPTION FOR CHARITABLE FUNDRAISING ACTIVITIES; EXPANDING PERMITTED HOURS OF OPERATION; RESTRUCTURING BOND REQUIREMENTS; REQUIRING CRIMINAL BACKGROUND CHECKS AND FINGERPRINTING THROUGH A DESIGNATED SERVICE PROVIDER FOR COMMERCIAL SOLICITORS; ESTABLISHING APPLICATION PROCESSING DEADLINES AND APPEAL PROCEDURES; MODERNIZING CRIMINAL HISTORY STANDARDS; ESTABLISHING A NO SOLICITATION REGISTRY; REQUIRING VISIBLE DISPLAY OF LICENSE AT ALL TIMES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Groves is a Home Rule municipality authorized under Texas Local Government Code Section 215.031 to license, tax, suppress, prevent, or otherwise regulate hawkers and peddlers; and

**WHEREAS**, the City Council finds that the existing Chapter 19 of the Code of Ordinances has not been substantively revised since 2014 and predates significant developments in federal constitutional law and Texas state preemption law; and

**WHEREAS**, the United States Supreme Court held in *Watchtower Bible & Tract Society v. Village of Stratton*, 536 U.S. 150 (2002), that municipalities may not require permits, licensing, or identification requirements for religious, political, or charitable canvassers exercising First Amendment rights; and

**WHEREAS**, the United States Court of Appeals for the Fifth Circuit held in *LLA Network v. City of Kerrville*, No. 24-50788 (5th Cir. 2025), that municipal hour restrictions on canvassers trigger strict scrutiny review; and

**WHEREAS**, the 88th Texas Legislature enacted House Bill 2127, the Texas Regulatory Consistency Act (2023), which preempts municipal ordinances that regulate conduct in fields

34 occupied by state codes unless expressly authorized by another statute, and which waives  
35 governmental immunity for challenges to noncompliant ordinances; and

36 **WHEREAS**, the City Council finds it necessary and proper to amend Chapter 19 to comply  
37 with current constitutional requirements, avoid conflict with state regulatory schemes, protect  
38 residents from fraud and scams, improve public safety, protect neighborhood peace and privacy,  
39 and to protect the City from litigation exposure;

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

42 **SECTION 1. AMENDMENTS.**

43 Chapter 19 of the Code of Ordinances of the City of Groves, Texas, is hereby amended in  
44 its entirety to read as follows:

45 **Sec. 19-1. Definitions.**

46 For the purposes of this chapter, the following words and phrases shall have the meanings ascribed  
47 to them in this section:

48 (a) "Commercial solicitor" means any person who goes from house to house, door to door,  
49 or from place to place within the city for the purpose of selling, offering for sale, taking  
50 orders for, or soliciting the future delivery of any goods, wares, merchandise, or services  
51 in exchange for payment, deposit, or other consideration, whether for present or future  
52 delivery.

53 (b) "Canvasser" means any person who goes from house to house, door to door, or from  
54 place to place within the city for the purpose of:

55 (1) Distributing handbills, circulars, religious tracts, political literature, or other  
56 printed or written material;

57 (2) Enlisting support for or against any religion, philosophy, ideology, political  
58 party, political candidate, or political or social cause or issue;

59 (3) Conducting public opinion polls or surveys; or

60 (4) Engaging in any other activity protected by the First Amendment to the United  
61 States Constitution that does not involve a commercial transaction.

62 (c) "No solicitation sign" means a sign, placard, or notice posted at or near the entrance of  
63 a residence that bears the words "No Soliciting," "No Solicitors," "No Peddlers," "No  
64 Trespassing," or words of similar import, and that is reasonably visible to a person  
65 approaching the entrance.

66 (d) "Person" means any individual, firm, corporation, partnership, association, or other  
67 entity.

68 (e) "City marshal" means the City Marshal of the City of Groves or the City Marshal's  
69 designee.

70 **Sec. 19-2. Exemptions.**

71 (a) **Canvasser exemption.** The licensing, bonding, fingerprinting, and application  
72 requirements of this chapter shall not apply to canvassers. Canvassers shall be subject only  
73 to the hours of operation provisions of Section 19-12 and the no solicitation sign  
74 compliance provisions of Section 19-14.

75 (b) **Charitable fundraising exemption.** The licensing, registration fee, bonding,  
76 fingerprinting, and application requirements of this chapter shall not apply to any person  
77 engaged in door-to-door sales or solicitation of orders exclusively for the benefit of a bona  
78 fide charitable, religious, philanthropic, or nonprofit organization, including but not limited  
79 to youth organizations, scouting organizations, school-affiliated groups, booster clubs, and  
80 parent-teacher associations, when the proceeds of such sales or solicitation are used solely  
81 for the charitable, educational, or civic purposes of the organization. Persons claiming this  
82 exemption shall, upon request by the city marshal or any law enforcement officer, identify  
83 the organization on whose behalf the solicitation is being conducted and provide the name  
84 and contact information of a responsible officer of such organization. Persons exempt  
85 under this subsection shall remain subject to the hours of operation provisions of Section  
86 19-12(a) and the no solicitation sign compliance provisions of Section 19-14.

87 (c) General exemptions. The provisions of this chapter shall not apply to:

88 (1) Sales made to dealers by commercial travelers or sales agents in the usual course  
89 of business;

90 (2) Sales made under authority and by order of law;

91 (3) Vendors of farm or dairy products, except retail sales of ice cream in any form  
92 by commercial solicitors;

93 (4) Any person holding a valid license, registration, or certificate issued by the State  
94 of Texas under the Texas Occupations Code that authorizes the person to engage in  
95 the specific activity for which the license was issued, including but not limited to  
96 persons licensed under Chapters 1702 (Security Services), 1801 (Commission  
97 Merchants), and 1803 (Public Safety Solicitors), provided such person presents  
98 proof of current state licensure upon request; or

99 (5) Any person participating in a community-wide event or civic function  
100 authorized or sponsored by the City of Groves.

101 **Sec. 19-3. Reserved.**

102 [Reserved.]

103 **Sec. 19-4. Compliance with chapter prerequisite to engaging in business.**

104 All commercial solicitors must comply with the provisions of this chapter prior to engaging  
105 in commercial solicitation within the city. No commercial solicitor shall engage in business  
106 within the city without having first obtained a license as provided in this chapter.

107 **Sec. 19-5. License required.**

108 It shall be unlawful for any person to engage in business as a commercial solicitor within  
109 the city without first having applied for and obtained a license to do so from the city  
110 marshal.

111 **Sec. 19-6. Application for license.**

112 (a) Any person desiring a license to engage in business as a commercial solicitor within  
113 the city shall make written application to the city marshal. The application shall contain  
114 the following information:

115 (1) The full legal name, current mailing address, and telephone number of the  
116 applicant;

117 (2) The name, address, and telephone number of the person, firm, or corporation, if  
118 any, that the applicant represents;

119 (3) A description of the kind of goods, wares, merchandise, or services offered for  
120 sale;

121 (4) Whether the applicant, upon any sale or order, shall demand, accept, or receive  
122 payment or deposit of money in advance of final delivery;

123 (5) The period of time the applicant wishes to engage in commercial solicitation  
124 within the city;

125 (6) Whether the applicant has been convicted of a criminal offense as described in  
126 Section 19-6(b); and

127 (7) Two forms of government-issued identification, at least one of which must bear  
128 a photograph of the applicant.

129 (b) **Criminal history standard.** A license may be denied to an applicant who has been  
130 convicted of a felony or misdemeanor involving fraud, theft, assault, burglary, robbery, or  
131 other crime of dishonesty or violence within the preceding five (5) years, where the  
132 criminal conduct directly relates to the duties and responsibilities of a commercial solicitor.  
133 In determining whether a criminal conviction directly relates to the duties of a commercial  
134 solicitor, the city marshal shall consider the factors set forth in Texas Occupations Code  
135 Chapter 53 or its successor statute. Traffic violations, Class C misdemeanors not involving

136 dishonesty or violence, and offenses for which the applicant has received a pardon or order  
137 of nondisclosure shall not constitute grounds for denial.

138 **Sec. 19-7. Background check, fingerprints, and photographs.**

139 (a) **Photograph.** At the time of making application for a license under this chapter, the  
140 applicant shall be photographed by the city marshal. Photographs collected under this  
141 section shall be retained by the city marshal for the duration of the license period plus one  
142 (1) year, after which they shall be destroyed.

143 (b) **Criminal background check and fingerprinting.** Each applicant shall complete a  
144 criminal background check and fingerprinting through IdentoGO, the City's designated  
145 service provider for non-criminal justice background checks, prior to the issuance of a  
146 license under this chapter. The applicant shall:

147 (1) Select the service code designated by the City of Groves Marshal's Office for  
148 peddler license applicants;

149 (2) Direct IdentoGO to forward the completed background check results securely  
150 to the City Marshal's office at the designated email address provided with the  
151 application instructions; and

152 (3) Provide the applicant's UE ID number from the IdentoGO receipt to the city  
153 marshal at the time of application to enable the city marshal to access the secure  
154 background check file.

155 No application shall be considered complete until the city marshal has received and  
156 confirmed the IdentoGO background check results. The cost of the IdentoGO background  
157 check (approximately twenty-five dollars (\$25.00)) shall be paid directly by the applicant  
158 to IdentoGO and is separate from the registration fee required under Section 19-8.

159 **Sec. 19-8. Registration fee.**

160 (a) Each applicant for a commercial solicitor license shall pay a nonrefundable registration  
161 fee of seventy-five dollars (\$75.00) at the time of application. The registration fee covers  
162 the cost of processing the application and the peddler identification badge and lanyard. No  
163 application shall be considered complete until the registration fee has been received.

164 (b) The registration fee shall be deposited in the general fund of the City.

165 (c) In the event a license is denied, the registration fee shall not be refunded.

166 (d) The registration fee does not include the cost of the background check and  
167 fingerprinting required under Section 19-7(b), which shall be paid directly by the applicant  
168 to IdentoGO.

169 **Sec. 19-9. Bond requirement.**

170 (a) **Bond required for future delivery sales.** A surety bond in the penal sum of two  
171 thousand dollars (\$2,000.00) to the City of Groves, signed by the applicant and signed as  
172 surety by a surety company authorized to do business in the State of Texas, shall be  
173 required only for commercial solicitors who, upon any sale or order, demand, accept, or  
174 receive payment or deposit of money in advance of final delivery of goods, wares,  
175 merchandise, or services.

176 (b) **Immediate delivery sales exempt.** No bond shall be required of a commercial solicitor  
177 whose sales involve only the immediate exchange of goods, wares, merchandise, or  
178 services at the time of payment.

179 (c) **State-bonded exemption.** No bond shall be required of any person who holds a valid  
180 and current surety bond filed with the State of Texas or a Texas county under the Texas  
181 Occupations Code, including but not limited to bonds filed under Chapters 1702, 1801, or  
182 1803, provided the applicant presents proof of such bond at the time of application.

183 (d) **Bond conditions.** The bond required under subsection (a) shall be conditioned solely  
184 upon:

185 (1) The final delivery of goods, wares, merchandise, or services in accordance with  
186 the terms of any order obtained prior to delivery; and

187 (2) Indemnification of purchasers for fraud or theft committed by the principal or  
188 the principal's agents or employees.

189 (e) **Coverage.** Only one bond shall be required of each applicant, even though such  
190 applicant shall have one or more agents or employees, provided such bond shall be made  
191 to cover the activities of all such agents and employees. The bond shall be for the use and  
192 benefit of all persons who may make any purchase or give any order to the principal on  
193 such bond, or to any agent or employee of the principal.

194 (f) **Bond review.** The city marshal shall review the bond for compliance with this section  
195 within three (3) business days of submission. The city marshal may consult with the city  
196 attorney regarding the sufficiency of the bond. A bond issued by a surety company  
197 authorized to do business in the State of Texas and meeting the requirements of this section  
198 shall be presumed sufficient.

199

200 **Sec. 19-10. Application processing and issuance.**

201 (a) **Application intake.** Applications for a commercial solicitor license shall be accepted  
202 during all regular business hours of the Groves Police Department, Monday through  
203 Friday.

204 (b) **Processing timeline.** The city marshal shall grant or deny a commercial solicitor  
205 license within five (5) business days of receipt of a complete application, including all  
206 required documentation and, if applicable, a sufficient surety bond. Failure of the city  
207 marshal to act within five (5) business days of receipt of a complete application shall result  
208 in the automatic issuance of the license.

209 (c) **Written denial.** If a license is denied, the city marshal shall provide the applicant a  
210 written statement of the specific reasons for denial, citing the specific provision or  
211 provisions of this chapter forming the basis for the denial.

212 (d) **Appeal.** An applicant who has been denied a license may appeal the denial to the city  
213 manager by filing a written notice of appeal within ten (10) calendar days of the date of  
214 denial. The city manager shall render a written decision on the appeal within five (5)  
215 business days of receipt of the notice of appeal. The decision of the city manager shall be  
216 the final administrative decision of the City. The applicant may seek judicial review of a  
217 final denial in a court of competent jurisdiction.

218 (e) **Contents of license.** A license issued under this chapter shall be signed by the city  
219 marshal, shall be dated as of the date of its issuance, and shall state the name of the licensee,  
220 the duration or term of the license, and any conditions applicable to the license. Any license  
221 not dated and signed as required by this section, or which was issued in violation of this  
222 chapter, shall be void.

223 **Sec. 19-11. Duration of license.**

224 Every license issued under the provisions of this chapter shall be valid for the period of  
225 time stated therein, but in no event shall any such license be issued for a period in excess  
226 of one (1) year from the date of issuance.

227 **Sec. 19-12. Hours of operation.**

228 (a) **Commercial solicitors.** It shall be unlawful for any commercial solicitor to engage in  
229 the business of commercial solicitation prior to 9:00 a.m. or after 8:00 p.m., or thirty (30)  
230 minutes after sunset, whichever is earlier, on any day.

231 (b) **Canvassers.** It shall be unlawful for any canvasser to engage in canvassing prior to  
232 9:00 a.m. or after 9:00 p.m. on any day.

233 (c) **Holidays.** The hours of operation set forth in this section shall apply on all days,  
234 including weekends and holidays.

235 **Sec. 19-13. Display of license.**

236 Every commercial solicitor licensed under the provisions of this chapter and doing business  
237 within the city shall display the license visibly on their person at all times while engaged  
238 in commercial solicitation.

239 **Sec. 19-14. No solicitation signs; compliance required.**

240 (a) **Commercial solicitors.** It shall be unlawful for any commercial solicitor to solicit, sell,  
241 or take orders at any residence that displays a no solicitation sign, or at any residence whose  
242 address appears on the no solicitation registry established under Section 19-15.

243 (b) **Canvassers.** It shall be unlawful for any canvasser to approach, knock, or ring the  
244 doorbell at any residence that displays a no solicitation sign. Canvassers shall not be  
245 required to consult the no solicitation registry but shall comply with all posted no  
246 solicitation signs.

247 (c) **Presumption.** A no solicitation sign posted at or near the entrance to a residence shall  
248 constitute a presumptive revocation of any implied invitation to approach the residence for  
249 the purpose of commercial solicitation or canvassing.

250 **Sec. 19-15. No solicitation registry.**

251 (a) **Registry established.** The city marshal shall establish and maintain a no solicitation  
252 registry of residential addresses within the city whose occupants have requested exemption  
253 from door-to-door commercial solicitation.

254 (b) **Registration.** Any resident of the City of Groves may register their residential address  
255 on the no solicitation registry by submitting a written or electronic request to the city  
256 marshal. Registration shall be effective within five (5) business days of receipt. A  
257 registration shall remain effective until the registrant requests removal or until the  
258 registrant ceases to reside at the registered address.

259 (c) **Distribution.** A current copy of the no solicitation registry shall be provided to each  
260 licensed commercial solicitor at the time of license issuance. Updated copies shall be made  
261 available upon request at the Groves Police Department.

262 (d) **Violation.** Solicitation at a registered address by a commercial solicitor who has been  
263 provided a copy of the registry shall constitute a violation of this chapter.

264 **Sec. 19-16. Penalties.**

265 (a) Any person who violates any provision of this chapter shall be guilty of a Class C  
266 misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500.00) for each  
267 offense. Each day that a violation continues shall constitute a separate offense.

268 (b) In addition to the penalty prescribed in subsection (a), the city marshal may revoke the  
269 license of any commercial solicitor who is found to have violated any provision of this  
270 chapter. Before any license is revoked, the licensee shall be given written notice of the  
271 proposed revocation and the reasons therefor, and shall be afforded an opportunity to be  
272 heard before the city manager within ten (10) calendar days of the notice. The decision of  
273 the city manager on revocation shall be the final administrative decision of the City.

274 **Sec. 19-17. Severability.**

275 If any section, subsection, sentence, clause, phrase, or portion of this chapter is for any  
276 reason held invalid or unconstitutional by any court of competent jurisdiction, such portion  
277 shall be deemed a separate, distinct, and independent provision, and such holding shall not  
278 affect the validity of the remaining portions of this chapter.

279 **SECTION 2. REPEAL OF CONFLICTING PROVISIONS.**

280 All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to  
281 the extent of such conflict.

282 **SECTION 3. SEVERABILITY.**

283 If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason  
284 held to be unconstitutional or invalid, such holding shall not affect the validity of the  
285 remaining portions of this ordinance.

286 **SECTION 4. PUBLICATION.**

287 The City Secretary is hereby directed to publish this ordinance, or its caption and penalty  
288 clause, in The Examiner, a newspaper of general circulation in the City of Groves, within  
289 ten (10) days after its passage and approval.

290 **SECTION 5. EFFECTIVE DATE.**

291 This ordinance shall take effect and be in force immediately upon its passage, approval,  
292 and publication as required by the City Charter and the laws of the State of Texas.

293 **DULY PASSED AND APPROVED** by the City Council of the City of Groves, Texas, on the  
294 \_\_\_\_\_ day of \_\_\_\_\_, 2026.

295 \_\_\_\_\_  
296 Chris Borne, Mayor

297 **ATTEST:**

298 \_\_\_\_\_

299 Clarissa Thibodeaux, City Clerk

300 **APPROVED AS TO FORM:**

301 \_\_\_\_\_

302 Brandon P. Monk, City Attorney

DRAFT

# CITY OF GROVES

## COMMERCIAL SOLICITOR LICENSE

### APPLICATION PROCEDURES

*Chapter 19, Code of Ordinances*

#### **Who Needs a License?**

A Commercial Solicitor License is required for any person who goes door to door within the City of Groves to sell, offer for sale, or take orders for goods, wares, merchandise, or services in exchange for payment.

#### **Who Does NOT Need a License?**

The following persons are exempt from the licensing requirement:

- Canvassers — persons distributing political, religious, or charitable literature, or enlisting support for a cause, religion, philosophy, or political candidate. (Canvassers must still honor “No Soliciting” signs and may not canvass before 9:00 a.m. or after 9:00 p.m.)
- Charitable fundraisers — persons selling door to door exclusively for the benefit of a charitable, religious, or nonprofit organization, including youth organizations, scouting organizations (e.g., Girl Scouts, Boy Scouts), school-affiliated groups, booster clubs, and parent-teacher associations. (Must identify organization and a responsible officer upon request. Must still honor hours of operation and “No Soliciting” signs.)
- State-licensed professionals — persons holding a valid license under the Texas Occupations Code (including Chapters 1702, 1801, and 1803) who present proof of current state licensure.
- Commercial travelers selling to dealers in the usual course of business.
- Farm and dairy product vendors (except retail ice cream sales).
- Persons selling under authority and by order of law.

#### **How to Apply**

**Step 1.** Complete the Commercial Solicitor License Application form.

**Step 2.** Determine if a surety bond is required (see table below).

<b>Do you take advance payment before delivery?</b>	<b>Bond Required?</b>
Yes — you accept payment or deposits before final delivery	Yes — \$2,000 surety bond required, payable to City of Groves
No — goods are exchanged at time of payment (immediate delivery)	No bond required
You hold a valid state bond under Tex. Occ. Code Ch. 1702, 1801, or 1803	No City bond required — bring proof of state bond

**Step 3.** Complete your criminal background check and fingerprinting through **IdentoGO** BEFORE submitting your application.

**IdentoGO Background Check — Required Steps**

1. Visit [identogo.com](http://identogo.com) or call 1-844-321-2101 to schedule an appointment.
2. Select the service code designated by the City of Groves Marshal’s Office for peddler license applicants. (Contact the City Marshal’s Office at 409-960-5742 for the current service code before scheduling.)
3. At your appointment, direct IdentoGO to send your completed background check results securely to the City Marshal’s office at the designated email address. (The email address will be provided when you receive the service code.)
4. Save your IdentoGO receipt. You will need your UE ID number from the receipt. Bring the UE ID number when you submit your application so the City Marshal can access your secure background check file.

*Cost: Approximately \$25.00, paid directly to IdentoGO. This fee is separate from the City’s registration fee.*

*Important: Your application will not be considered complete until the City Marshal confirms receipt of your IdentoGO results.*

**Step 4.** Gather your required documents:

- Completed application form
- Two (2) forms of government-issued identification (at least one with photo)
- Your UE ID number from your IdentoGO receipt
- Surety bond, if required (one bond per company)
- Proof of state bond, if claiming state-bonded exemption

**Step 5.** Prepare the **\$75.00 nonrefundable registration fee** (cash, check, or money order, payable to City of Groves). This fee covers processing of your application, your peddler identification badge, and lanyard. It does not include the IdentoGO fee paid in Step 3.

<b>Application Submission Hours</b>	
Applications are accepted during all regular business hours, Monday through Friday.	

**Step 6.** Submit all materials to the Groves Police Department.

**What Happens After You Apply**

1. The Police Department will make copies of your identification documents.

2. You will be photographed by the City Marshal or designee. (Fingerprinting and background check are completed through IdentoGO before you apply — see Step 3 above.)
3. If a bond is required, the City Marshal will review it for sufficiency.
4. The City will approve or deny your application within five (5) business days of receiving a complete application with all required documents, including confirmed receipt of your IdentoGO background check results.
5. If the City does not act within five (5) business days, your license is automatically issued.
6. If denied, you will receive a written statement of the specific reasons for denial.

### **If Your Application Is Denied**

- You will receive written notice with the specific reason(s) for denial.
- You may appeal the denial to the City Manager by filing a written notice of appeal within ten (10) calendar days of the denial.
- The City Manager will render a written decision within five (5) business days of your appeal.
- You may seek judicial review in a court of competent jurisdiction after a final denial.

### **Rules for Licensed Commercial Solicitors**

- A nonrefundable registration fee of \$75.00 is required at the time of application. No application will be processed until the fee is paid. (A separate IdentoGO fee of approximately \$25.00 must be paid to IdentoGO before you apply.)
- Permitted hours of operation: 9:00 a.m. to 8:00 p.m. (or 30 minutes after sunset, whichever is earlier). Solicitation outside these hours is prohibited.
- You must display your license visibly on your person at all times while engaged in commercial solicitation.
- You may NOT solicit at any residence that displays a “No Soliciting,” “No Solicitors,” “No Peddlers,” “No Trespassing,” or similar sign.
- You may NOT solicit at any address listed on the City’s No Solicitation Registry. A copy of the current registry will be provided to you at the time your license is issued.
- Your license is valid for the period stated on its face, up to a maximum of one (1) year.
- Violations of Chapter 19 constitute a Class C misdemeanor, punishable by a fine of up to \$500.00, and may result in revocation of your license.

### **Rules for Charitable Fundraisers (No License Required)**

Persons selling door to door for charitable, religious, or nonprofit organizations (including youth groups, scouts, school groups, and booster clubs) do not need a license, bond, registration fee, or application. However, charitable fundraisers must:

- Observe hours of operation: 9:00 a.m. to 8:00 p.m. (or 30 minutes after sunset, whichever is earlier).
- Honor all posted “No Soliciting” or similar signs.
- Upon request by law enforcement, identify the organization and provide the name and contact information of a responsible officer.

### **Rules for Canvassers (No License Required)**

Canvassers (persons distributing political, religious, or charitable materials, or enlisting support for a cause) do not need a license, bond, or application. However, canvassers must:

- Observe hours of operation: 9:00 a.m. to 9:00 p.m.
- Honor all posted “No Soliciting” or similar signs.

### **No Solicitation Registry — For Residents**

City of Groves residents may register their home address on the No Solicitation Registry to opt out of door-to-door commercial solicitation. To register, submit a written or electronic request to the City Marshal at the Groves Police Department. Registration is free and remains in effect until you request removal or move from the registered address.

### **Contact**

#### **Groves Police Department**

4201 Main Ave, Groves, TX 77619

Phone: 409-962-0244

City Marshal’s Office (Direct): 409-960-5742

*City of Groves | Commercial Solicitor License Application Procedures | Chapter 19, Code of Ordinances | Revised 4/2026*

**CITY OF GROVES**  
**COMMERCIAL SOLICITOR LICENSE APPLICATION**

*Pursuant to Chapter 19, Code of Ordinances*

**IMPORTANT NOTICE:** This application is required only for Commercial Solicitors — persons selling or offering to sell goods, wares, merchandise, or services for payment. This application is NOT required for Canvassers (persons distributing political, religious, or charitable literature, or enlisting support for a cause). See Chapter 19, Sec. 19-2.

**SECTION A: APPLICANT INFORMATION**

Full Legal Name: \_\_\_\_\_

*Last*

*First*

*Middle*

Mailing Address: \_\_\_\_\_

*Number*

*Street*

*City / State / Zip*

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**SECTION B: BUSINESS INFORMATION**

Firm or Company Represented:

\_\_\_\_\_

Company Address: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Supervisor Phone: \_\_\_\_\_

Description of Goods or Services for Sale:

\_\_\_\_\_

\_\_\_\_\_

**SECTION C: ADVANCE PAYMENT**

Upon sale or order, will you demand, accept, or receive payment or deposit of money in advance of final delivery?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Note: If "Yes," a surety bond of \$2,000.00 is required per Sec. 19-9. If "No" (immediate delivery sales only), no bond is required. Applicants holding a valid state bond under Texas Occupations Code Chapters 1702, 1801, or 1803 are exempt from the City bond requirement — attach proof of state bond.

**SECTION D: BOND INFORMATION (Complete only if advance payment is "Yes" above)**

Bond Number: \_\_\_\_\_ Surety Company: \_\_\_\_\_

Amount of Bond \$: \_\_\_\_\_

State Bond Exemption Claimed?  Yes  No If Yes, Occ. Code Chapter: \_\_\_\_\_

**SECTION E: CRIMINAL HISTORY**

Have you been convicted of a felony or misdemeanor involving fraud, theft, assault, burglary, robbery, or other crime of dishonesty or violence within the preceding five (5) years?

Yes  No

*If Yes, provide complete details on Page 2, including: offense, date, jurisdiction, disposition, and explanation of circumstances. (Per Sec. 19-6(b), only convictions that directly relate to the duties of a commercial solicitor may be considered. Traffic violations and Class C misdemeanors not involving dishonesty or violence are not grounds for denial.)*

**SECTION F: LICENSE PERIOD**

Period applicant wishes to engage in commercial solicitation within the City:

From: \_\_\_\_\_ To: \_\_\_\_\_ (Maximum one year)

**SECTION G: IDENTIFICATION**

Two forms of government-issued identification are required, at least one bearing a photograph.

ID Type 1: \_\_\_\_\_ ID Number: \_\_\_\_\_

ID Type 2: \_\_\_\_\_ ID Number: \_\_\_\_\_

**SECTION H: IDENTOGO BACKGROUND CHECK**

**REQUIRED: You must complete your criminal background check and fingerprinting through IdentoGO BEFORE submitting this application. Your application will not be processed until the City Marshal confirms receipt of your IdentoGO results.**

To complete: Visit [identogo.com](http://identogo.com) or call 1-844-321-2101. Select the service code for City of Groves peddler applicants (call 409-960-5742 for the current code). Direct IdentoGO to send results to the City Marshal's office email. Save your receipt — you need the UE ID number below.

*Cost: approximately \$25.00, paid directly to IdentoGO (separate from the \$75.00 City registration fee).*

Have you completed your IdentoGO background check and fingerprinting?

Yes  No

IdentoGO UE ID Number (from your receipt): \_\_\_\_\_

IdentoGO Appointment Date: \_\_\_\_\_

**SECTION I: APPLICANT ACKNOWLEDGMENT**

By signing below, I acknowledge that:

1. I have read and understand the provisions of Chapter 19 of the City of Groves Code of Ordinances.
2. All information provided in this application is true and correct.

3. I understand that I must display my license visibly on my person at all times while engaged in commercial solicitation.
4. I understand that I may not solicit at any residence displaying a “No Soliciting” sign or listed on the City’s No Solicitation Registry.
5. I understand that permitted hours of commercial solicitation are 9:00 a.m. to 8:00 p.m. (or 30 minutes after sunset, whichever is earlier).
6. I understand that providing false information on this application is grounds for denial or revocation of my license.
7. Issuance of this license does not constitute an endorsement of the vendor or the product by the City of Groves.
8. I understand that a nonrefundable registration fee of \$75.00 is required and must be paid at the time of application. This fee covers processing, peddler identification badge, and lanyard.
9. I have completed my criminal background check and fingerprinting through IdentoGO prior to submitting this application, and I have provided my accurate IdentoGO UE ID number in Section H above.

**REGISTRATION FEE: \$75.00 (nonrefundable)** Payment Method: \_\_\_\_\_ Cash \_\_\_\_\_ Check  
# \_\_\_\_\_ Money Order

*(Note: The \$75.00 fee covers processing, peddler badge, and lanyard only. The separate IdentoGO background check fee (~\$25.00) was paid directly to IdentoGO at the time of your appointment.)*

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION J: FOR OFFICIAL USE ONLY**

SECTION J — OFFICIAL USE ONLY	
Application Received By: _____	Date Received: _____
ID Copies Made: _____ Yes	Photograph Taken: _____ Yes
IdentoGO Results Confirmed: _____ Yes _____ Pending	IdentoGO UE ID on File: _____
Bond Reviewed: _____ Yes _____ N/A	Bond Sufficient: _____ Yes _____ N/A
Criminal History Check: _____ Clear _____ See Notes	
LICENSE DECISION	
<b>APPROVED</b> <b>DENIED (attach written reasons)</b>	
License Number: _____	Date Issued: _____
License Expiration: _____	No Solicitation Registry Provided: _____ Yes
City Marshal / Designee Signature: _____	Date: _____

**CRIMINAL HISTORY DETAILS**

*(Complete this page only if you answered "Yes" to Section E on Page 1)*

**Offense 1**

Offense: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Court / Jurisdiction: \_\_\_\_\_ Case Number: \_\_\_\_\_

Disposition (sentence, probation, etc.):  
\_\_\_\_\_

Explanation of Circumstances:  
\_\_\_\_\_  
\_\_\_\_\_

**Offense 2**

Offense: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Court / Jurisdiction: \_\_\_\_\_ Case Number: \_\_\_\_\_

Disposition (sentence, probation, etc.):  
\_\_\_\_\_

Explanation of Circumstances:  
\_\_\_\_\_  
\_\_\_\_\_

**Offense 3**

Offense: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Court / Jurisdiction: \_\_\_\_\_ Case Number: \_\_\_\_\_

Disposition (sentence, probation, etc.):  
\_\_\_\_\_

Explanation of Circumstances:  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE REGARDING CRIMINAL HISTORY REVIEW**  
  
Pursuant to Chapter 19, Sec. 19-6(b), and in accordance with Texas Occupations Code Chapter 53, a criminal conviction does not automatically disqualify an applicant. The City Marshal will consider: (1) the nature and seriousness of the offense; (2) the relationship of the offense to the duties of a

commercial solicitor; (3) the extent to which the license might offer an opportunity to engage in further criminal activity of the same type; (4) the time elapsed since the conviction; and (5) evidence of rehabilitation or mitigating factors.

Traffic violations, Class C misdemeanors not involving dishonesty or violence, and offenses for which the applicant has received a pardon or order of nondisclosure shall not constitute grounds for denial.



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## MEMORANDUM

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To: Mayor and City Council

From: City Manager Kevin Carruth *KC*

Date: April 24, 2026

Re: Ordinance 2026-09, Correcting the Scope of the Exclusive Franchise for Commercial and Industrial Solid Waste

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### **Background**

In November 2025, the City approved an exclusive franchise agreement with Republic Services for certain commercial and industrial solid waste services. The contract and the ordinance were intended to align; however, they currently do not match in key areas.

Ordinance No. 2026-09 fixes these differences. It does not change policy but simply corrects the wording so the ordinance matches the contract and the Council's original direction and intent.

### **What Needs to Be Corrected**

The current ordinance uses different size thresholds than the contract. This creates confusion and limits the City's ability to enforce the franchise.

#### **1. Commercial Service Threshold**

- a. **Current ordinance:** 10-yard containers and larger
- b. **Contract and intent:** 2-yard containers and larger
- c. **Fix:** Change ordinance to 2-yard threshold

#### **2. Industrial Service Threshold**

- a. **Current ordinance:** All industrial units (any size)
- b. **Contract and intent:** 10-yard containers and larger
- c. **Fix:** Limit to 10-yard and larger to match contract

#### **3. Open Market Gap**

- a. **Current ordinance:** Leaves 2- to 9-yard commercial accounts in a gray area.
- b. **Fix:** Clearly place –
  - 2 yards and larger → exclusive franchise
  - Smaller than 2 yards → open market

#### **4. Code Consistency**

- a. **Current ordinance:** The same incorrect language appears in two sections of the Code (Ch. 12 and Ch. 27)
- b. **Fix:** Update both sections so they match

## **Why This Matters**

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1. **Clarity:** Aligns the ordinance with the contract definitions for commercial and industrial units.
2. **Enforcement:** Gives the City a clear legal path to enforce the exclusive franchise.
3. **Fairness:** Removes confusion for businesses and haulers.
4. **Consistency:** Reflects the Council's original decision from November 2025.

## **What Does Not Change**

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This is a technical correction only, not a policy change. The following contract terms remain the same:

1. Franchise fee (9%)
2. Reporting and audit requirements
3. Open market permitting for smaller accounts
4. Overall structure of the agreement

## **Fiscal Impact**

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No change to existing revenue structure or costs. The correction may improve compliance and protect franchise fee revenue over time.

## **Legal Review**

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The City Attorney has reviewed this amendment and determined it is a scrivener-level correction to align the ordinance with the executed agreement and Council intent.

## **Next Steps**

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If adopted:

1. Ordinance will take effect upon adoption and publication.
2. Staff will proceed with consistent enforcement of the franchise.
3. Affected haulers and businesses will be notified as needed.

## **Conclusion**

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Ordinance No. 2026-09 corrects drafting errors and aligns the City's code with its contract and prior Council action. This ensures clarity, fairness, and enforceability moving forward.

## **Recommendation**

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Staff recommends accepting Ordinance No. 2026-09, as presented.

1 **CITY OF GROVES**

2 **ORDINANCE NO. 2026-09**

3 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVES,**  
4 **TEXAS, AMENDING ORDINANCE NO. 2025-21 AND CHAPTER 12,**  
5 **SECTION 12-11 AND CHAPTER 27, SECTION 27-14 OF THE CODE OF**  
6 **ORDINANCES TO CORRECT THE SCOPE OF THE EXCLUSIVE**  
7 **FRANCHISE FOR COMMERCIAL AND INDUSTRIAL SOLID WASTE**  
8 **COLLECTION GRANTED TO BFI WASTE SERVICES OF TEXAS, LP**  
9 **D/B/A REPUBLIC SERVICES OF BEAUMONT; PROVIDING FOR**  
10 **SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING**  
11 **AN EFFECTIVE DATE**

12 **WHEREAS**, on November 10, 2025, the City Council of the City of Groves adopted  
13 Ordinance No. 2025-21, amending Chapter 12, Section 12-11 and Chapter 27, Section 27-14 of  
14 the Code of Ordinances and granting an exclusive franchise for commercial and industrial solid  
15 waste collection to BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont  
16 (hereinafter "Franchisee"); and

17 **WHEREAS**, on November 11, 2025, the City and the Franchisee executed the Municipal  
18 Materials Management Agreement, which at Section 2.9 defines a "Large Commercial Unit" as a  
19 commercial premise that is not classified as a Residential Unit or Municipal Facility and that  
20 requires a waste container of two (2) yards or larger per collection day, and which at Sections 2.7  
21 and 2.8 defines an "Industrial Permanent Unit" and "Industrial Temporary Unit" as an industrial  
22 premise requiring a container of ten (10) yards or larger; and

23 **WHEREAS**, at the time of adoption, the intent of the City Council was to grant the  
24 Franchisee the exclusive franchise for the collection and disposal of solid waste from all  
25 commercial premises utilizing containers of two (2) yards or larger and all industrial premises  
26 utilizing containers of ten (10) yards or larger, consistent with the definitions set forth in the  
27 Municipal Materials Management Agreement; and

28 **WHEREAS**, Ordinance No. 2025-21 contains drafting discrepancies in Section 12-  
29 11(a)(1), Section 12-11(a)(2), Section 12-11(g), Section 27-14(a), and Section 27-14(b) that do  
30 not accurately reflect the City Council's intent or the scope of the Municipal Materials  
31 Management Agreement; and

32           **WHEREAS**, the City Council desires to correct those discrepancies and to conform the  
33 Code of Ordinances to the Municipal Materials Management Agreement and to the City Council's  
34 original intent;

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

37           **SECTION 1. AMENDMENT TO CHAPTER 12, SECTION 12-11.**

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

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

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

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

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

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

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

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

62           (g) Collection of garbage, trash and/or rubbish from residential units and small commercial  
63 units utilizing containers smaller than two (2) yards shall remain open to competition and shall not  
64 be subject to this exclusive franchise. Private persons, firms, or corporations collecting such waste  
65 shall obtain an annual permit and pay an annual permit fee of twenty dollars (\$20.00) per truck.

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

70 **SECTION 2. AMENDMENT TO CHAPTER 27, SECTION 27-14.**

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

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

75 (a) Exclusive Franchise. Control of the collection of garbage, trash, rubbish, and junk from  
76 large commercial units utilizing containers of two (2) yards or larger and all industrial units  
77 utilizing containers of ten (10) yards or larger is vested exclusively in BFI Waste Services of Texas,  
78 LP d/b/a Republic Services of Beaumont pursuant to the franchise granted in Chapter 12, Section  
79 12-11 and the Municipal Materials Management Agreement. No other person, firm, or corporation  
80 shall provide commercial collection services for such units within the city limits without written  
81 authorization from the City Council.

82 (b) Open Market Services. Collection of garbage, trash, rubbish, and junk from residential  
83 units and small commercial units utilizing containers smaller than two (2) yards may be provided  
84 by any properly permitted private hauler in accordance with applicable City ordinances.

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

89 **SECTION 3. SEVERABILITY.**

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

94 **SECTION 4. EFFECTIVE DATE.**

95 This Ordinance shall become effective immediately upon its passage, approval, and  
96 publication as required by law.

97 **SECTION 5. PUBLICATION.**

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

100 **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Groves,  
101 Texas, at a regular meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

102 \_\_\_\_\_  
103 Chris Borne, Mayor

104 **ATTEST:**

105 \_\_\_\_\_  
106 Clarissa Thibodeaux, City Clerk

107 **APPROVED AS TO FORM:**

108 \_\_\_\_\_  
109 Brandon P. Monk, City Attorney

**CITY OF GROVES**

**ORDINANCE NO. 2025-21**

**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.**

(a) *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.

(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.

(c) *Application for service.* Written application shall be made for water, sewer, or any other utility service that may be furnished by 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.

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

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

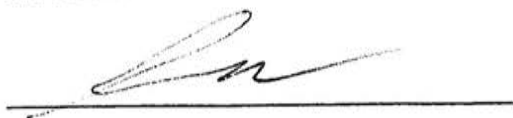
**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage, approval, and publication as required by law.

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Groves, Texas, at a regular meeting this 10th day of November, 2025.

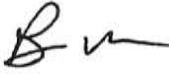
  
Chris Borne, Mayor

**ATTEST:**



**Clarissa Thibodeaux, City Clerk**

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



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**Brandon P. Monk, City Attorney**

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**MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

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This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 11<sup>th</sup> day of November, 2025 (“**Effective Date**”), by and between the City of Groves, Texas (“**City**”), and BFI Waste Services of Texas, LP d/b/a Republic Services of Beaumont qualified to do and actually doing business in the State of Texas (“**Company**”).

**RECITALS**

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

**TERMS AND CONDITIONS**

1. Sole and Exclusive Franchise. Subject to the requirements of Texas HB 5057/Texas Health and Safety Code Sec. 363.120, Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

**Location Types**

<input type="checkbox"/> Residential Units	<input checked="" type="checkbox"/> Large Commercial Units
<input type="checkbox"/> Small Commercial Units	<input checked="" type="checkbox"/> Industrial Permanent Units
<input checked="" type="checkbox"/> Municipal Facilities	<input checked="" type="checkbox"/> Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City

for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

**Exhibit A** Specifications for Municipal Solid Waste Services

**Exhibit A-1** Municipal Solid Waste Pricing

**Exhibit B** Municipal Facilities

**Exhibit C** Company's Performance Bond

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive one-year periods (the "**Term**") unless either party provides written notice of non-renewal at least one hundred and twenty (120) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit A-1, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the most recently available trailing twelve (12) months' average in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "**CPI**").

In the event that one or more material elements of cost to provide Service under this Agreement experiences a year over year (YoY) change greater than 15% Company may increase the Annual Rate Adjustment above CPI by an additional amount equal to the additional cost increase. A material element of cost shall be defined as a category of cost making up 5% or more of the annual costs to provide the Services.

7.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the

foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the Customer Directly. Company shall invoice each individual Customer for all Large Commercial Units, Industrial Temp Units and Industrial Permanent Units Services rendered to such Customer under this Agreement and the Customer shall pay Company's invoices.

8.2 Payment. The Customer shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Customer withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.3 Service Suspension.

8.3.1 Unpaid Invoices. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.3.2 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The City shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension or discontinuation of any Services at the direction of the City.

8.4 Audits

8.4.1 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Customers under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the Customer and the Customer shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the Customer, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. Upon request, the City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste. Subject to the City's providing all such reasonable assistance to Company, Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Equipment: Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The Customer shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The Customer shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the

equipment) arising out of the use, operation, or possession of the equipment by the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000
Pollution Liability Endorsement	Coverage is applied to all owned, non-owned, hired and leased vehicles (including trailers). MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Company shall furnish the City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City.

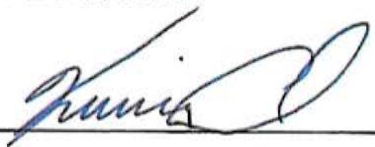
16. Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, epidemic or pandemic, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Customer or the City, if applicable, shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
20. Company's Performance Bond. The Company's Performance Bond, Exhibit C, shall provide for a performance bond to the benefit of the City and naming the City as Obligee from a surety company in the amount guaranteeing the timely and workmanlike completion of all obligations as defined in the agreement. The bond shall be sufficient to cover six months of performance. If the Principal defaults on its contractual duties, the Obligee may make a claim against this bond, which may result in the Surety completing the project or providing financial compensation to the City as Obligee.
21. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly

executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY:  
City of Groves, Texas

COMPANY:  
BFI Waste Services of Texas, LP  
d/b/a Republic Services of Beaumont

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Kevin Carruth

Name: Bill Voigtman

Title: City Manager

Title: General Manager

Date: 11/11/25

Date: 11/12/25

## EXHIBIT A

### SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

Municipal Solid Waste (MSW)                       Construction Debris

2. Definitions.

2.1 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.2 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste.

2.3 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.4 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.5 Franchise Fee – A Franchise Fee of nine percent (9%) of total gross receipts will be collected from each Customer and paid to City on or before the 15<sup>th</sup> of each month for the previous month's billing. The Franchise Fee is defined in Chapter 12, Sec. 12-11 of the City of Groves Code of Ordinances. The parties adopt the provisions of Sec. 12-11 and incorporate them by reference.

2.6 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.7 Industrial Permanent Unit – An industrial premise requiring use of a container ten (10) yards or larger for the collection of its MSW for a continuous term.

2.8 Industrial Temporary Unit – An industrial premise requiring use of a container ten (10) yards or larger for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.9 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.10 Municipal Facilities – Those specific municipal premises as set forth on Exhibit B of this Agreement, if any.

2.11 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.12 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.13 Waste Material – All nonhazardous Municipal Solid Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

### 3. Collection Operations.

3.1 Hours of Collection Operations. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.2 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the collection routes to the City upon request. The Company may from time to time make changes in routes or days of collection affecting Large Commercial Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Customer at least two (2) weeks in advance of the commencement date for such changes.

3.3 Holidays. The following shall be holidays for purposes of this Agreement: New Year’s Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service.

3.4 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received. By the 15<sup>th</sup> of each month, the Company shall provide to the City a report detailing all service-related complaints received during the previous month. This report shall include (a) the date and time the complaint was received, (b) the name and contact information of the complainant, (c) the location of the complaint, (d) a description of the complaint, (e) the date the complaint was resolved, and (f) the how the complaint was resolved.

3.5 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.6 Disposal. All Waste Material collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.7 Customer Education. The City shall notify all Customers about set-up, service-related inquiries, complaint procedures, rates, and regulations for Waste Material collections.

3.8 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

**EXHIBIT A-1**

**SOLID WASTE PRICING**

**Large Commercial Containers:**

	Monthly Rate						Extra Pick Up (per lift)
	1X per week service	2X per week service	3X per week service	4X per week service	5X per week service	6X per week service	
2-yard	58.00						30.00
4-yard	116.00	231.00					40.00
6-yard	147.00	293.00	439.00				50.00
8-yard	161.00	322.00	483.00	643.00	804.00	965.00	60.00
10-yard*	201.00			802.00			70.00
Additional Fees:	Locking Container		\$ 7.50 /month				
	Container Delivery		\$ 25.00 /occurrence				
	Container Removal		\$ 25.00 /occurrence				
	Container Exchange		\$ 25.00 /occurrence				
	Overage Fee		\$ 35.00 /occurrence				

\*10-yard containers will only be for existing customers at the start of contract term. No new 10-yard containers will be provided due to safety concerns.

**Industrial Temporary and Permanent Containers:**

Open Top Containers	Haul Rate (includes up to 4 tons disposal)	Disposal Overage (over 4 tons)	Rental	Delivery, Removal, Exchange, Dry Run (per occurrence)
20-yard Open Top	585.00 / haul	40.18 / ton	2.50 / day	105.00 / occurrence
30-yard Open Top	605.00 / haul	40.18 / ton	2.50 / day	105.00 / occurrence
40-yard Open Top	665.00 / haul	40.18 / ton	2.50 / day	105.00 / occurrence

Compactors	Haul Rate (no disposal included)	Disposal Rate (per Ton)	Rental	Delivery, Removal, Dry Run, Washout (per occurrence)
30-yard Compactor**	470.00 / haul	40.18 / ton	Negotiable	Negotiable
35-yard Compactor**	470.00 / haul	40.18 / ton	Negotiable	Negotiable
40/42-yard Compactor**	470.00 / haul	40.18 / ton	Negotiable	Negotiable

\*\* Industrial Customer has the option to lease a compactor from Company or supply their own compactor. Monthly rental, delivery, installation and any other applicable fees for compactor will be negotiated based upon Customer's required compactor configuration.

A Franchise Fee of 9% of total gross receipts will be collected from each Customer and paid to City on or before the 15<sup>th</sup> of each month for the previous month's billing. Further, Company shall comply and be subject to Chapter 27, Sec. 27-14, 27-17, and Chapter 12, Sec. 12-11, Groves, Texas Code of Ordinances.

The prices listed in this Agreement are subject to price adjustments as provided in the Agreement terms, and, are all exclusive of sales tax and administrative fees which will be invoiced as separate line items.

## EXHIBIT B

### MUNICIPAL FACILITIES

1. The Contractor shall provide the following collection of the Waste Material (excluding Recyclable Materials and Excluded Waste) from the following Municipal facilities. Size and quantity of container/s and frequency may be adjusted to accommodate reasonable changes of the facilities waste stream.

- a. Facility name: City Hall  
Container size: 1 – 2-yard dumpster  
Price: No charge
- b. Facility name: Activity Building  
Container size: 1 – 8-yard dumpster  
Price: No charge
- c. Facility name: Fire Station  
Container size: 1 – 4-yard dumpster  
Price: No charge
- d. Facility name: Library  
Container size: 1 – 2-yard dumpster  
Price: No charge
- e. Facility name: Public Works  
Container size: 1 – 2-yard dumpster  
Price: No charge
- f. Facility name: Senior Citizen Center  
Container size: 1 – 4-yard dumpster  
Price: No charge
- g. Facility name: Wastewater Treatment Plant  
Container size: 2 – 2-yard dumpsters  
Price: No charge
- h. Facility name: Water Treatment Plant  
Container size: 1 – 2-yard dumpster  
Price: No charge
- i. Facility name: City Sponsored Events (notify at least one week in advance)  
Container size: 30-yard rolloff  
Service frequency: On Call  
Price: No Charge – up to 10 per year  
Additional \$ 500.00 per haul (includes disposal)  
\$ 90.00 delivery fee each

Points of Contact for Municipal Facilities Waste Material – Project Management:

Name: Laura Capehart, Municipal Manager  
Mailing: 6425 Highway 347, Beaumont TX 77705  
Telephone: (903) 681-4308  
Email: lcapehart@republicservices.com

Name: Bill Voigtman, General Manager  
Mailing: 6425 Highway 347, Beaumont TX 77705  
Telephone: (409) 658-8686  
Email: bvoigtman@republicservices.com

**EXHIBIT C**

**COMPANY'S PERFORMANCE BOND**

[To be provided by Company after contract execution]

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

Council Meeting Date: 4/27/2026 Department: City Manager Agenda Item No. 12

Title for Item (same as to be placed on Agenda): Deliberate and act on the April 27, 2026, Invoice List.

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

Submitted to City Manager's Office on: Date: 4/23/26 Time: 2:00 p.m. By: C. THIBODEAUX

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

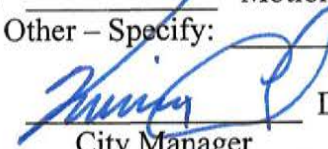
Deadline for Approval: Immediately

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: 04/24/26  
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 - April 27, 2026**

<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
1. Enterprise	Fleet lease payment for April 2026	\$ 16,335.45
2. Hoist and Crane	New Jib Cranes Hoist and Trolley Install	\$ 25,368.57
3. Lloyd Gosselink Attorneys	Star Lake professional services through 12-31-25	\$ 28,396.92
4. Lower Neches Valley	Raw water purchased March 2026	\$ 30,612.52
5. Moody Bros.	2026 annual preventative maintenance for chlorine	\$ 5,930.00
6. Republic Service	Sludge disposa March 2026	\$ 8,831.66
7. Texas Materials Group	Type D cold mix asphalt patch for streets	\$ 5,029.64
8. TNTX, LLC	Grapple unit installed on chassis	\$ 113,401.00
<b>Total</b>		<b>\$ 233,905.76</b>

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

City of Groves

PURCHASE ORDER # 09-42138

04/10/2026

ISSUED TO:                      VEND #: 01-23839  
 ENTERPRISE FM TRUST  
 P.O. BOX 800089  
  
 KANSAS CITY, MO 64180-0089

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

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	LEASE 29KSL2	01 -5-31-06-050	VEHICLE LEASE	0.00	969.70
0.00	LEASE 29KSMV	01 -5-31-06-050	VEHICLE LEASE	0.00	1,789.18
0.00	LEASE 29TS9X	11 -5-67-06-050	VEHICLE LEASE	0.00	1,046.79
0.00	LEASE 2896PJ	01 -5-31-06-050	VEHICLE LEASE	0.00	1,030.06
0.00	LEASE 2896PL	01 -5-31-06-050	VEHICLE LEASE	0.00	1,071.92
0.00	MAINT MGMT 27PVPS	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPL	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPP	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPV	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPR	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPT	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVP7	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	LEASE & MAINT 2896MT	01 -5-32-06-050	VEHICLE LEASE	0.00	1,133.04
0.00	LEASE & MAINT 2896MW	01 -5-32-06-050	VEHICLE LEASE	0.00	842.87
0.00	MAINT MGMT27PVQM	11 -5-63-09-840	VEHICLES	0.00	10.00
0.00	MAINT MGMT 27PVQ2	01 -5-38-06-050	VEHICLE LEASE	0.00	10.00
0.00	LEASE & MAINT 2896P2	01 -5-46-06-050	VEHICLE LEASE	0.00	818.72
0.00	LEASE & MAINT 2896NT	01 -5-46-06-050	VEHICLE LEASE	0.00	875.36
0.00	MAINT MGMT 27PVQ6	01 -5-44-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVQ7	01 -5-44-06-050	VEHICLE LEASE	0.00	10.00
0.00	LEASE & MAINT2896LN	01 -5-44-06-050	VEHICLE LEASE	0.00	790.55
0.00	MAINT MGMT27PVQ9	01 -5-44-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVNW	01 -5-44-06-050	VEHICLE LEASE	0.00	10.00
0.00	LEASE & MAINT 2896KC	11 -5-67-06-050	VEHICLE LEASE	0.00	925.32
0.00	MAINT MGMT 27PVQF	11 -5-67-06-050	VEHICLE LEASE	0.00	10.00
0.00	LEASE & MAINT 2896LL	11 -5-67-06-050	VEHICLE LEASE	0.00	787.23
0.00	MAINT MGMT 27PVQJ	11 -5-67-06-050	VEHICLE LEASE	0.00	10.00
0.00	LEASE & MAINT 289K5B	11 -5-67-06-050	VEHICLE LEASE	0.00	663.78
0.00	LEASE & MAINT 2896LR	11 -5-67-06-050	VEHICLE LEASE	0.00	787.23

\*\* CONTINUED \*\*



**PAID**  
 APR 17 2026  
**FINANCE**

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

City of Groves

PURCHASE ORDER # 09-42138

04/10/2026

ISSUED TO:                      VEND #: 01-23839  
 ENTERPRISE FM TRUST  
 P.O. BOX 800089  
 KANSAS CITY, MO 64180-0089

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

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	LEASE & MAINT 2896LP	11 -5-67-06-050	VEHICLE LEASE	0.00	787.23
0.00	MAINT MGMT 27PVPZ	11 -5-67-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVQL	11 -5-67-06-050	VEHICLE LEASE	0.00	10.00
0.00	LEASE & MAINT 2896L5	01 -5-42-06-050	VEHICLE LEASE	0.00	791.15
0.00	LEASE & MAINT 2896KR	01 -5-42-06-050	VEHICLE LEASE	0.00	925.32
0.00	MAINT MGMT 27PVP8	01 -5-32-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPF	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVP9	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVFN	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVFM	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPB	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPQ	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPD	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPC	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPJ	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPH	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00
0.00	MAINT MGMT 27PVPK	01 -5-31-06-050	VEHICLE LEASE	0.00	10.00

ALL VEHICLE LEASE FOR APRIL 2026

**PAID**  
**APR 17 2026**  
**FINANCE**

\*\*\* TOTAL \*\*\*                      16,335.45

ORDERED BY: TROY W. FOXWORTH

APPROVED BY: TROY W. FOXWORTH

# Monthly Statement

Apr 3, 2026  
 Statement Number: 535007A-040326  
 Customer Number:

**CITY OF GROVES, TEXAS**  
 3947 Lincoln Ave  
 Groves, TX 77619-4604



## FLEET MANAGEMENT

Billing Solutions Team

[ARBilling@efleets.com](mailto:ARBilling@efleets.com)

1-866-556-2864

# Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$13,667.24	(\$13,667.24)	-	\$16,335.45	\$16,335.45	\$16,335.45
<b>Total amount due:</b>						<b>\$16,335.45</b>

## Total amount due: \$16,335.45

Payment is due upon receipt, late if not paid by 2026-04-20

For additional billing details or to enroll in autopay, visit Billing » Statements at: <https://login.efleets.com>

**Late payment warning:** Past due items are subject to a Finance Charge of 1.5% per month (annual rate of 18%)

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**PAID**  
**APR 17 2026**  
**FINANCE**

Statement Number: 535007A-040326  
Statement Date: 2026-04-03  
Customer: CITY OF GROVES, TEXAS  
Payments

For additional billing details and past charges or to enroll in autopay,  
visit Billing & Statements at <https://login.efacts.com>

## Payments Received

Date	Cust Num	Type	Reference #	Total Payment	Paid To:	Monthly Invoices	Out of Cycle Invoices	Unapplied	Lease Prepayment
2026-03-23	535007A	Check	084330	(\$13,667.24)		(\$13,667.24)	-	-	-
			Payment Totals	(\$13,667.24)		(\$13,667.24)	-	-	-

**PAID**

**APR 17 2026**

**FINANCE**

Statement Number: 535007A-040326  
Statement Date: 2026-04-03  
Customer: CITY OF GROVES, TEXAS  
Invoice#: FBN5601287

For additional billing details and past charges or to enroll in autopay,  
visit Billing » Statements at <https://login.efleets.com>

## Monthly Invoices

Previous Balance	\$13,667.24 +
Payments (1)	(\$13,667.24) -
Current Month Charges (FBN5601287)	\$16,335.45 +
New balance as of 2026-04-03	\$16,335.45

### AutoPay is now available!

Simplify and automate your  
monthly invoice payment

Enroll today by visiting Billing » Statements at:  
<https://login.efleets.com>

**PAID**  
**APR 17 2026**  
**FINANCE**





# HOIST & CRANE SERVICE GROUP

830 San Jacinto  
Beaumont TX 77701  
(409) 838-3350  
[www.hoistcrane.com](http://www.hoistcrane.com)

## PROPOSAL

Proposal: **50014505**  
Proposal Date: **3/17/2026**  
Expires: **4/16/2026**  
Account Manager: **Marse, Michael J**

ggreen@cigrovestx.com  
cdoucet@cigrovestx.com  
City of Groves  
P.O. Box 846  
Groves TX 77619

**Job Location/Ship To**  
City Of Groves  
1222 Taft Ave. Ext.  
Port Arthur TX 77642

Qty	Description	Rate	Amount
	Attn: Coby		
	Re: Taft Street Jib		
	Hoist and Crane Service Group is pleased to offer the following proposal items for your consideration.		
	Item 1.0 Scope		
	HCSG will provide the labor and material to perform the following SOW at Taft Street.		
	Replace the old hoist & trolley with a new 3T Hoist & Trolley Package		
	DUAL LIFTING SPEED		
	Capacity: 3 ton		
	Chain Length: 50'		
	Pendant Length: 48'		
	Power Cord Length: 16'4"		
	No. of Falls: 2		
	High Lifting Speed: 17 FPM		
	Low Lifting Speed: 6 FPM		
	3 Phase - 460v Only- 60Hz		
	Includes E-Stop Pendant		
	Includes Chain Container		
	ASME H3 MOTOR		
	CORROSION RESISTANT LOAD CHAIN		
	JIS / ISO M5		
	FEM 2m		
	Trolley		
	MAS Series Electric Motorized Trolley		
	Capacity: 3 ton		
	Pendant Length: 15'		
	Power Cord Length: 3'6"		
	4 Button Pendant Standard Traversing Speed: 39 FPM		
	Flange Range: 3.94' 5.91'		
	3 Phase - 230v/460v - 60Hz		
	-Replace the damaged disconnect		
	-Install a box to house pendant		
	**Callout included in the quote**		
	Services Provided by HCSG		



# HOIST & CRANE SERVICE GROUP

830 San Jacinto  
Beaumont TX 77701  
(409) 838-3350  
[www.hoistcrane.com](http://www.hoistcrane.com)

## PROPOSAL

Proposal: **50014505**  
 Proposal Date: **3/17/2026**  
 Expires: **4/16/2026**  
 Account Manager: **Marse, Michael J**

Qty	Description	Rate	Amount
	1. Labor 2. Material 3. Tooling 4. Equipment 5. Transportation 6. Supervision  Customer Requirements  1. Unrestricted access to the Equipment for the job duration 2. Power to the Equipment for the job duration 3. A place to dispose of any spoils created by the job 4. Man-Lifting equipment  Pricing Explanations  Proposed - Portal to Portal rates - uninterrupted access during the work. If our crew is delayed, other charges will be assessed based on the specific circumstances at that time.  Material pricing does not include any taxes, shipping or other fees. Pricing is valid for 30 days from the date of the proposal. Proposed costs include travel to and from your facility.		
1	Item 2.0 Pricing		\$25,368.57

We appreciate the opportunity to continue growing our relationship with you and your company by providing the best services we can offer. As always we are available to answer any questions you may have concerning this proposal or any other inquiries.

Sincerely,

Joey Marse | Account Manager  
 830 San Jacinto St. Beaumont, TX 77701  
 tel: 409-838-3350 | cell: 225.364.7986

*This quote and all products and services to be provided are governed by our Standard Terms and Conditions, which are available at [HCSG Standard Terms and Conditions](#) and are incorporated by reference into this quote.*

*Seller may adjust pricing, including on a retroactive basis if applicable, to account for increased costs resulting from tariffs, duties, or other government-imposed measures. Customer agrees to accept such adjustments as a condition of continued performance, and to work in good faith toward resolution should any concerns arise.*

Your Investment: \$25,368.57\*

\* Does not include any applicable taxes, freight or fees.

January 28, 2026

City of Groves  
Kevin Carruth, City Manager  
4875 Parker Dr.  
Beaumont, TX 77705

Invoice: 97565805  
Client: 4699  
Matter: 1  
Billing Attorney: NEV  
Tax ID # 74-2308445

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### INVOICE SUMMARY

For professional services and disbursements rendered through December 31, 2025:

**RE: Star Lake Water WW Contribution**

Professional Services	\$ 29,891.50
5% Courtesy Discount	<u>\$ -1,494.58</u>
Net Professional Services	\$ 28,396.92
Total Disbursements	<u>\$ .00</u>
<b>TOTAL THIS INVOICE</b>	<b>\$ 28,396.92</b>

KC

**Lloyd Gosselink Rochelle & Townsend, P.C.**  
is committed to offering a more secure, and convenient option to pay your invoice using:  
Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.  
*A convenience fee applies.*

TO PAY BY CARD or eCheck with our fast, easy, and secure service, CLICK HERE: [Pay Now](#)

Or you may also pay online by visiting our website at: <https://www.lglawfirm.com/client-payment-information>

PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-42089

04/06/2026

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 MARCH 2026	11 -5-63-02-110	30,612.52	30,612.52

**RECEIVED**  
**APR 14 2026**  
**FINANCE**



**PAID**  
**APR 17 2026**  
**FINANCE**

\*\*\* TOTAL \*\*\* 30,612.52

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

# CUSTOMER BILL



Customer # 1  
 Bill Date 3/31/2026

Bill # 14809  
 PO # 09-42089

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

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

## Billing Summary

Account Balance		Bill Summary			
Previous Account Balance	\$0.00	March Billing Period	3/1/2026 To 3/31/2026		
New Charges/Penalties	\$30,612.52	Billed Usage	79,999.98 KGal	Contracted Gallons	80,000,000
<b>Account Balance</b>	<b>\$30,612.52</b>				
<b>Due Date</b>	<b>4/30/2026</b>				

## Billing Details

Description	Billed Qty	Rate	Amount
Contract Rate	79,999.98 KGal	0.3750	\$30,000.00
Fuel Surcharge			\$612.52
<b>Total</b>	<b>79,999.98 KGal</b>		<b>\$30,612.52</b>

## Meter Details

Location	Previous Read	Current Read	Actual Usage
City of Groves	583.8660	647.8760	64,010,000.0000 Gal
		<b>Total</b>	<b>64,010,000.0000 Gal</b>

**PAID**  
**APR 17 2026**  
**FINANCE**

P U R C H A S E   O R D E R

City of Groves

PURCHASE ORDER # 09-40742

04/09/2026

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	2026 PM 2026 ANNUAL PREVENTATIVE MAINTENANCE FOR CHLORINE	11 -5-63-06-270	CONTRACT SERVICES	5,930.00	5,930.00



RECEIVED

APR 14 2026

FINANCE

PAID

APR 17 2026

FINANCE

\*\*\* TOTAL \*\*\*                   5,930.00

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
4/8/26	0029894	1

# INVOICE

Sold To:

GROVES; CITY OF  
 P.O. BOX 846  
 ggreen@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
0028614	10/30/25	0001604	09-40742	MBI	2/11/26	Net 30
ORDERED	SHIPPED	B/O	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	1.00	0.00	/FBS22	W111519 (ST/FBS) SERVICE: CL2 APM SITE: SURFACE WATER PLANT FIELD/SHOP SERVICE 22		
14.50	14.50	0.00	/LABOR	Labor		
125.00	125.00	0.00	/MILE	Mileage		
1.00	1.00	0.00	/EXP	Expenses Service		
4.00	4.00	0.00	WTAAA1160A	V10K AND INJECTOR PM: \$6,350.00 DISCOUNT IF COMPLETED DURING WWTP APM: (\$420.00)		
4.00	4.00	0.00	XP16191	*BLD* WT PM Kit; VR; 510/210 Gasket, Lead for yokes, ton		
4.00	4.00	0.00	WTAAC5366	Inlet Assembly		
2.00	2.00	0.00	WTU29305	Vent Screen		
1.00	1.00	0.00	X409A	Ammonia Solution 4oz		
3.00	3.00	0.00	WTAJA4393A	*BLD* PM Kit V10K		
3.00	3.00	0.00	WTAJE4406A	*BLD* PM Kit; Injector 1"		
50.00	50.00	0.00	WTRP684503A	Tubing, 5/8in White Poly @ Ft		
24.00	24.00	0.00	PRK100R	Parker 5/8 O-ring		
10.00	10.00	0.00	PRK10GRP	Parker 5/8 Grab Ring Plastic		
20.00	20.00	0.00	WTRP684818A	Tubing, 3/8in White Poly @ Ft		
3.00	3.00	0.00	WTAIC5506	Stop-top, rotameter glass		
2.00	2.00	0.00	/CALMETER	Calibration Meter Fee		

**PAID**  
**APR 17 2026**  
**FINANCE**

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.

GOODS & MATERIALS	
LABOR & MISC	
SALES TAX	
S & H	
TOTAL	5,930.00

# PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: October 9, 2025

P.O. NUMBER: 09-40742

TO: Kevin Carruth

FROM: Chris Cropper

## Purchase Recommendation

<b>Recommended Company:</b> Moody Bros., Inc.			
<b>Items to be Purchased:</b> Chlorine parts and labor/Annual PM			
ITEM DESC.	QTY	UNIT COST	TOTAL COST
Parts, labor and travel	1	\$5,930.00	\$5,930.00
			\$0.00
			\$0.00
			\$0.00
<i>* Note: Purchases greater than \$5000.00 Require Council approval <b>before</b> ordering!</i>			<b>\$5,930.00*</b>

### REASONS FOR PURCHASE:

Annual preventative maintenance. Required for EPA compliance.

### QUOTES

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

CHARGE NUMBER: 11-5-63-06-270      VENDOR NUMBER: 330433

Requested by: Chris Cropper      Date: 10-9-2025

Approved by: [Signature]      Date: 10-9-2025  
(PW Director)

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

Date Council Approved Oct 27, 2025

# PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: April 16, 2026  
 TO: Kevin Carruth

P.O. NUMBER: 09-42167  
 FROM: Coby Doucet

## Purchase Recommendation

**Recommended Company:** Republic Services (37514)

**Items to be Purchased:** Sludge Disposal

CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-64-05-170	Sludge Disposal MARCH	1	\$8,831.66	\$8,831.66
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<i>* Note: Purchases greater than \$5000.00 Require Council approval <b>before</b> ordering!</i>				<b>\$8,831.66</b>

### REASONS FOR PURCHASE:

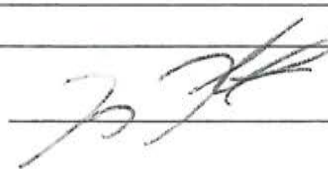
SLUDGE HAULED FROM WWTP TO REPUBLIC LANDFILL FOR DISPOSAL.  
 SLUDGE DISPOSAL MONTH OF MARCH. 20 CU YARD DUMPSTERS.  
 2 CU YARD DUMPSTER @ 4925 MCKINLEY AVE.  
 2 CU YARD DUMPSTER @ 1222 TAFT AVE EXT.

RECEIVED

APR 21 2026

### QUOTES

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

Approved by:   
 (PW Director)

Date: 4-16-2026

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

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

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



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

Account Number  
 Invoice Number 0862-001315972  
 Invoice Date March 31, 2026  
 Past Due on 03/31/26 \$16,555.83  
 Payments/Adjustments -\$8,479.69  
 Current Invoice Charges \$755.52

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

<b>Total Amount Due</b>	<b>Payment Due Date</b>
<b>\$8,831.66</b>	<b>Past Due</b>

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 03/10	84247	-\$8,479.69

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Groves Water Reclaim Ctr&gt;fel 4925 Mckinley Ave CSA A912947578 Groves, TX</b>				
<b>1 FI Waste Container 2 Yd, 1 Lift Per Week</b>				
Pickup Service 03/01-03/31		1.0000	\$237.00	-\$237.00
Pickup Service 03/01-03/31			\$237.00	\$237.00
<b>Location Total</b>				<b>\$0.00</b>
<b>Groves Water Reclaim Ctr&gt;fel 1222 Taft Ave CSA A912947521 Port Arthur, TX</b>				
<b>2 FI Waste Container 2 Yd, 2 Lifts Per Week</b>				
Pickup Service 03/01-03/31		2.0000	\$397.61	-\$397.61
Pickup Service 03/01-03/31			\$397.61	\$397.61
<b>Location Total</b>				<b>\$0.00</b>
<b>Groves Water Reclaim Ctr&gt;rol 1222 Taft Ave CSA A912484299 Port Arthur, TX</b>				
<b>1 Waste Container 20 Yd, 5 Lifts Per Week Special Waste</b>				
Pickup Service 02/26		1.0000	\$300.00	\$300.00
St 179619 M 3957564 Wt 541308				
Pickup Service 02/27		1.0000	\$300.00	\$300.00
St 179621 M 3957565 Wt 541470				
<b>Fuel Recovery Fee</b>				<b>\$155.52</b>
<b>Location Total</b>				<b>\$755.52</b>
<b>Total Fuel Recovery Fee</b>				<b>\$155.52</b>
<b>CURRENT INVOICE CHARGES, Due by April 20, 2026</b>				<b>\$755.52</b>

**RECEIVED**

**APR 13 2026**

**FINANCE**

Past Due	30 Days \$8,076.14	60 Days \$0.00	90+ Days \$0.00
----------	-----------------------	-------------------	--------------------



6425 Highway 347  
 Beaumont TX 77705

Please Return This  
 Portion With Payment

**Total Enclosed**

Return Service Requested

**Total Amount Due \$8,831.66**  
**Payment Due Date Past Due**  
**Account Number**  
**Invoice Number 0862-001315972**

For Billing Address Changes  
 Check Box and Complete Reverse

Make Checks Payable To:



00071164  
 0102  
 CITY OF GROVES ATTN AP  
 GULF COAST WATER RECLAIM CTR  
 3947 LINCOLN AVE  
 GROVES TX 77619-4604



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

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

City of Groves

PURCHASE ORDER # 09-42108

04/08/2026

ISSUED TO: VEND #: 01-412  
TEXAS MATERIALS GROUP, INC  
P.O. BOX 845198  
DALLAS, TX 75284

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	TYPE D ASPHALT PATCH	01 -5-44-05-100	2,432.46	2,432.46
1.00	TYPE D ASPHALT PATCH	01 -5-44-05-100	2,597.18	2,597.18
	TYPE D COLD MIX ASPHALT PATCH - FOR STREET REPAIRS THIS IS TWO UNPAID INVOICES FROM 8/25			

**PAID**  
**APR 17 2026**  
**FINANCE**

**RECEIVED**  
**APR 13 2026**  
**FINANCE**

\*\*\* TOTAL \*\*\* 5,029.64

ORDERED BY: J BREAUX

APPROVED BY: TROY W. FOXWORTH



A CRH COMPANY

PO Box 20779  
Beaumont, TX 77720-0779

#09-42108  
37467

Customer No:  
Invoice No: 201549271  
Inv Date: 08/07/25  
Page: Page 1 of 1  
Customer PO: Joey  
Customer Job: CPQ193152

City of Groves  
3947 Lincoln Ave  
Groves TX 77619-4604

Texas Materials - Gulf Coast Area  
PO Box 20779  
Beaumont, TX 77720-0779  
409-866-1444

Delivered To: 4925 McKinley Groves TX77619 JOEY 409-960-5703

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Matl Total	Tax	Total
<b>Plant: 07004 Bldg Mat - GC Yard Sales</b>										
<b>MATERIAL: TYPE D COLD MIX - V</b>										
08/7/25	70483586	LSJ613	225371	TYPE D COLD MIX - V	17.13	TON	142.00	2,432.46	0.00	2,432.46
<b>Total: TYPE D COLD MIX - V</b>					<b>17.13</b>	<b>TON</b>		<b>2,432.46</b>	<b>0.00</b>	<b>2,432.46</b>
<b>Total: Material TYPE D COLD MIX - V</b>					<b>17.13</b>			<b>2,432.46</b>	<b>0.00</b>	<b>2,432.46</b>
<b>Total Invoice:</b>					<b>17.13</b>			<b>2,432.46</b>	<b>0.00</b>	<b>2,432.46</b>

NEW REMITTANCE LOCKBOX ADDRESS. All payments should be made payable to Texas Materials Group, Inc. To register for our customer portal where you may access invoices and make payments please visit <https://mytexasmaterialsgroup.myamatportal.com>.

PAID  
APR 17 2026  
FINANCE



A CRH COMPANY

PO Box 20779  
Beaumont, TX 77720-0779

Customer No:  
Invoice No: 201556888  
Inv Date: 08/21/25  
Page: Page 1 of 1  
Customer PO: Joey  
Customer Job: CPQ193152

City of Groves  
3947 Lincoln Ave  
Groves TX 77619-4604

Texas Materials - Gulf Coast Area  
PO Box 20779  
Beaumont, TX 77720-0779  
409-866-1444

Delivered To: 4925 McKinley Groves TX77619 JOEY 409-960-5703

Date	Ticket#	Truck#	Product#	Description	QTY	UM	Unit Price	Matl Total	Tax	Total
<b>Plant: 07004 Bldg Mat - GC Yard Sales</b>										
<b>MATERIAL: TYPE D COLD MIX - V</b>										
08/21/25	70484167	LSJ635	225371	TYPE D COLD MIX - V	18.29	TON	142.00	2,597.18	0.00	2,597.18
<b>Total: TYPE D COLD MIX - V</b>					<b>18.29</b>	<b>TON</b>		<b>2,597.18</b>	<b>0.00</b>	<b>2,597.18</b>
<b>Total: Material TYPE D COLD MIX - V</b>					<b>18.29</b>			<b>2,597.18</b>	<b>0.00</b>	<b>2,597.18</b>
<b>Total Invoice:</b>					<b>18.29</b>			<b>2,597.18</b>	<b>0.00</b>	<b>2,597.18</b>

NEW REMITTANCE LOCKBOX ADDRESS. All payments should be made payable to Texas Materials Group, Inc. To register for our customer portal where you may access invoices and make payments please visit <https://mytexasmaterialsgroup.myamatportal.com>.

PAID  
APR 17 2026  
FINANCE



A CRH COMPANY

Thank you for your business!

70484167

Date: 8/21/2025 7:58:01AM  
 Location: 07004 - Pine St - Material Yard  
 860 Pine St Beaumont, Te 777  
 Customer: 210094 City of Groves  
 Vehicle: LSJ635 - - LSJ Trucking  
 Order: CPQ193152 - 4925 McKinley Groves TX77619  
 Dest.: PINEC15  
 Product: 225371 - TYPE D COLD MIX - V  
 Prime:

Zone: C15 - 35-36  
 Pay: Account  
 Job: CPQ193152  
 P.O.: Joey  
 Disp.: 148309  
 Quant.: 18.29 Ton



	Pounds	Tons
Gross	62940	31.47
Tare	26360	13.18
Net	36580	18.29

BOBTAIL LSJ f√  
 4925 McKinley Groves TX77619  
 JOEY 409-960-5703

	Today	Order Totals
Loads:	1	3
Ordered:	18.00	0.00
Received:	18.29	53.12
Remaining:	-0.29	

Received:

CUSTOMER COPY

Weighmaster: Yareli Campos

IT IS THE RESPONSIBILITY OF EACH CUSTOMER, AND EACH DRIVER, TO COMPLY WITH HIGHWAY LOAD LIMIT LAWS. I AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THE TICKET.



A CRH COMPANY

Thank you for your business!

70483586

Date: 8/7/2025 10:16:38AM  
 Location: 07004 - Pine St - Material Yard  
 860 Pine St Beaumont, Te 777  
 Customer: 210094 City of Groves  
 Vehicle: LSJ613 - - LSJ Trucking  
 Order: CPQ193152 - 4925 McKinley Groves TX77619  
 Dest.: PINEC15  
 Product: 225371 - TYPE D COLD MIX - V  
 Prime:

Zone: C15 - 35-36  
 Pay: Account  
 Job: CPQ193152  
 P.O.: Joey  
 Disp.: 145896  
 Quant.: 17.13 Ton



	Pounds	Tons
Gross	62660	31.33
Tare	28400	14.20
Net	34260	17.13

BOBTAIL  
 4925 McKinley Groves TX77619  
 JOEY 409-960-5703

	Today	Order Totals
Loads:	1	2
Ordered:	20.00	1.00
Received:	17.13	34.83
Remaining:	2.87	-33.83

Received:

CUSTOMER COPY

Weighmaster: Yareli Campos

IT IS THE RESPONSIBILITY OF EACH CUSTOMER, AND EACH DRIVER, TO COMPLY WITH HIGHWAY LOAD LIMIT LAWS. I AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THE TICKET.

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

City of Groves

PURCHASE ORDER # 09-41976

03/18/2026

ISSUED TO: VEND #: 01-23929  
TNTX, LLC  
2051 HUGHES ROAD  
GRAPEVINE, TX 76051

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

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	REMINING BALANCE	05 -5-55-09-770	EQUIPMENT	0.00	115,611.00
0.00	DISCOUNT	05 -5-55-09-770	EQUIPMENT	0.00	2,500.00-
0.00	DOT	05 -5-55-09-770	EQUIPMENT	0.00	40.00
0.00	TTL DOCUMENT FEES	05 -5-55-09-770	EQUIPMENT	0.00	250.00
	GRAPPLE UNIT KBF-20H-HJ INSTALLED ON CHASSIS				
	\$113401.00				

RECEIVED  
APR 22 2023  
FINANCE

\*\*\* TOTAL \*\*\* 113,401.00

ORDERED BY: GLEN BOUDOIN

APPROVED BY: TROY W. FOXWORTH

**LONESTAR TRUCK GROUP | TYLER**

13268 EAST I-20  
 TYLER, TX 75708  
 (903)593-2575



<b>Invoice</b>
<b>DE-52894</b>
<b>Date</b>
<b>03/25/2026</b>
<b>Purchase Order</b>
<b>09 40494</b>

**VEHICLE BILL OF SALE**

Salesperson: Rick Werline

**Bill To:** 2061817  
 CITY OF GROVES  
 3947 LINCOLN AVE  
 GROVES TX 77619-4604  
 Phone: (409)962-4471  
 Email: gboudoin@cigrovestx.com

**Sold To:**  
 CITY OF GROVES  
 3947 LINCOLN AVE  
 GROVES TX 77619-4604  
 Customer PO#: 09 40494

<b>1FVACYD29THWV9677</b>	New - 2026 Freightliner M2 106	\$107,541.00
PAC MAC KBF - 20H-HJ PO #N520002969		\$115,611.00
DISCOUNT		\$-2,500.00
	<b>Unit Total:</b>	<b>\$220,652.00</b>
Total Sales Price		\$220,652.00
<b>Net Sales Price</b>		<b>\$220,652.00</b>
DOT	\$40.00	
Document Fees	\$250.00	
Total Tax, Title, License and Other		\$290.00
<b>AMOUNT DUE</b>		<b>\$220,942.00</b>
Cash / Down Payment		-\$107,541.00
<b>Amount Financed/Cash Due</b>		<b>\$113,401.00</b>
TRUCK PO# 09 40494		
BODY PO# 09 41976		

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS." DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED. (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

<b>Purchase By</b>	GLEN BOUDOIN	<b>Signed by:</b>	GLEN BOUDOIN	3/26/2026
<b>Authorized By</b>	Kathy Coldiron	<b>Signature</b>	Kathy Coldiron	Date
	Name (Printed)			3/26/2026
	Name (Printed)			Date