

**HUMBLE CITY COUNCIL
MEETING PACKET
JULY 13, 2023**

Mayor
Norman Funderburk

Mayor Pro Tem
Council Member, Place 5
David Pierce

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mike Marshall



Council Member, Place 3
Bruce Davidson

Council Member, Place 4
Paula Settle

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Regular Meeting Agenda
Thursday, July 13, 2023 at 6:30 p.m.
City Hall Council Chamber
114 W. Higgins Street
Humble, Texas 77338**

1. **CALL TO ORDER.**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE.**
3. **HEAR VISITORS:** During this time a citizen may address the City Council on any item which does not appear on the posted Agenda. Registration forms are available at the meeting and on our website. This form should be completed and returned to the City Secretary no later than ten (10) minutes prior to the beginning of the meeting. Upon stepping to the podium, the speaker must state their name, and city of residence. **Each speaker's remarks are limited to three (3) minutes.** The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operation concerns shall be directed to the City Manager. Comments should not personally attack other speakers, Council Members or staff.
4. **CONSENT AGENDA:** Ministerial or "housekeeping" items that can be voted on in one motion as allowed by law. Items may be removed from the Consent Agenda for individual consideration and discussed or acted upon by a majority vote of the Council.
 - a. Minutes: June 22, 2023 Regular Meeting
 - b. Department Reports
 - c. Correspondence
5. Presentation by Partnership Lake Houston on Economic Development activities.
6. Presentation, possible action, and discussion on approval of Resolution 23-865, a resolution of the City of Humble, Texas, adjusting the City of Humble water and sewer rates for residential and commercial customers and providing an effective date.

7. Presentation, possible action, and discussion on approval of an Interlocal Agreement between the City of Humble and the Harris-Galveston Subsidence District for the Water Conservation Education Program.
8. Presentation, possible action, and discussion on approval of an Agreement between the City of Humble and Dunham Engineering for Design, Engineering and Inspection Services for the complete rehabilitation of the 1,000,000 Gallon Well #9 Ground Water Storage Tank located at 7950 Carpenter Road not to exceed \$64,800.00.
9. Presentation, possible action, and discussion on approval of the Engineering Services Contract for the 2023 Drainage Improvements Project (ARPA – SLFRF) to HDR Engineering, Inc. not to exceed \$336,910.00.
10. Presentation, possible action, and discussion on approval of Bid #2023-07 for the LCRR Water Service Line Material Inventory Project to the RJN Group, Inc. not to exceed \$92,000.00.
11. Presentation, possible action, and discussion on approval of Bid #2023-08 for the Downtown Parking Lot Improvements Project to Lucas Construction Company, Inc. not to exceed \$338,120.00.
12. Presentation, possible action, and discussion on approval of Bid #2023-09 for the Fiscal Year 2023 Striping Project to Stripes & Stops Company, Inc. not to exceed \$58,001.30.
13. Presentation, possible action, and discussion on approval of a Final Plat for the PortNorth 59 Industrial Park, a subdivision of 35.3628 AC. / 1,540,403 SQ. FT. situated in the W.B. Adams Survey, Abstract No. 95, the G.S. Garner Survey, Abstract No. 288, and the C.C. Shelby Survey, Abstract No. 693, City of Humble, Harris County, Texas.
14. Presentation, possible action, and discussion on approval of a Development Plat for the PortNorth 59 Industrial Park, a subdivision of 35.3628 AC. / 1,540,403 SQ. FT. situated in the W.B. Adams Survey, Abstract No. 95, the G.S. Garner Survey, Abstract No. 288, and the C.C. Shelby Survey, Abstract No. 693, City of Humble, Harris County, Texas.
15. **CLOSED EXECUTIVE SESSION**
 - a. **Texas Government Code, Section 551.087 – Deliberation Regarding Economic Development Negotiations**
 - The City Council may discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect: Intercontinental MUD Reimbursement of Expenses.
16. **TAKE ACTION, IF ANY, ON EXECUTIVE SESSION.**


17. COMMUNITY ANNOUNCEMENTS.

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Humble; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Humble that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Humble; and announcements involving an imminent threat to the public health and safety of people in the City of Humble that has arisen after posting the agenda.

18. ADJOURN.

I, the undersigned, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Humble, Texas, is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall, 114 West Higgins, Humble, Texas. The Agenda and Notice are readily accessible to the general public at all times. Said Notice and Agenda were posted on July 07, 2023 by 5:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting. The Agenda and Notice are also available on the City’s website, www.cityofhumbletx.gov.

Submitted:


Jason Stuebe, City Manager


Maria Jackson, City Secretary



IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE CITY OF HUMBLE WILL PROVIDE YOU WITH REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING CITY COUNCIL MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE FACILITY MANAGER AT (281) 446-3061 FOR FURTHER INFORMATION.

I certify that the attached notice and agenda of items to be considered by the City of Humble City Council was posted on the official posting board at the Humble City Hall and removed by me on this the _____ day of _____, 20____ at _____.

Signed: _____

Title: _____

Council Meeting
July 13, 2023
Agenda Item #1

CALL TO ORDER

Council Meeting
July 13, 2023
Agenda Item #2

INVOCATION AND PLEDGE OF ALLEGIANCE

Council Meeting
July 13, 2023
Agenda Item #3

HEAR VISITORS

**Council Meeting
July 13, 2023
Agenda Item #4A**

**CONSENT AGENDA:
June 22, 2023 Regular Meeting Minutes**

Mayor
Norman Funderburk

Mayor Pro Tem
Council Member, Place 5
David Pierce

Council Member, Place 1
Andy Curry

Council Member, Place 2
Mike Marshall



Council Member, Place 3
Bruce Davidson

Council Member, Place 4
Paula Settle

City Manager
Jason Stuebe

City Secretary
Maria Jackson

**Humble City Council
Regular Meeting Minutes
Thursday, June 22, 2023 at 6:30 p.m.
City Hall Council Chamber
114 W. Higgins Street
Humble, Texas 77338**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Members Present: Mayor Norman Funderburk, Presiding
Mayor Pro Tem David Pierce
Council Member Andy Curry
Council Member Mike Marshall
Council Member Bruce Davidson
Council Member Paula Settle

Members Absent: None

Staff Present: City Manager Jason Stuebe, City Secretary Maria Jackson, Police Chief Ken Theis, Chief Fire Marshall/Emergency Management Coordinator James Nykaza, Building Inspector Ray Pearson, Building and Inspection Development Coordinator Tim Morgan, Senior Code Enforcement Officer Fidel Martinez, EMS Division Chief Royce Worrell, and Patrol Sergeant Brian Waldroup.

Also present: Chris Parker, Humble Independent School District, Vice President, Position 3; and, Mark Kolon, General Manager, Planet Ford.

1. CALL TO ORDER.

With a quorum present, the Regular Meeting of the Humble City Council was called to order by Mayor Funderburk at 6:30 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE.

Council Member Marshall led the invocation and Pledge of Allegiance.

3. **CONSENT AGENDA:** Ministerial or “housekeeping” items that can be voted on in one motion as allowed by law. Items may be removed from the Consent Agenda for individual consideration and discussed or acted upon by a majority vote of the Council.
- a. Minutes: June 8, 2023 Regular Meeting, June 12, 2023 and June 15, 2023 Special Meetings
 - b. Department Reports
 - c. Correspondence

Upon a motion by Mayor Funderburk, the City Council voted six (6) for and none (0) opposed to approve the Consent Agenda. **MOTION PASSED UNANIMOUSLY.**

4. **PUBLIC HEARING:** Notice is hereby given that the City Council of the City of Humble, Texas will hold a Public Hearing on Thursday, June 22, 2023 at 6:30 p.m. in the City Council Chamber located in City Hall, 114 West Higgins, Humble, Texas. The purpose of the Public Hearing is to consider the review of the Juvenile Curfew Ordinance (Exhibit A) and to allow members of the public to attend and participate in the meeting.

Mayor Funderburk opened the public hearing at 6:32 p.m.

With no public comments, Mayor Funderburk closed the public hearing at 6:32 p.m.

5. Presentation, possible action, and discussion on approval of Ordinance No. 23-957, an ordinance of the City of Humble, Texas providing for a juvenile curfew; defining terms; creating offenses for minors, parents of minors and other adults violating curfew regulations; providing defenses; providing a penalty not to exceed \$500.00 for each day of violation of any provision hereof; providing for waiver of jurisdiction by the municipal court when required under the Texas Family Code; providing a repealer and providing an effective date.

Upon a motion by Council Member Settle, the City Council voted six (6) for and none (0) opposed to approve the proposed ordinance. **MOTION PASSED UNANIMOUSLY.**

6. Presentation, possible action, and discussion on approval of Ordinance No. 23-958, an ordinance amending City of Humble Ordinance 22-941, passed and approved the 13th day of September 2022 and being an ordinance adopting the City of Humble budget for Fiscal Year 2022-2023, by adding to the budget adopted hereby an Addendum No. 6; providing for a certain amendment to such budget; making certain findings; and providing other matters related to the subject.

Upon a motion by Council Member Curry, the City Council voted six (6) for and none (0) opposed to approve the proposed ordinance. **MOTION PASSED UNANIMOUSLY.**

7. Presentation, possible action, and discussion on the approval of Bid 2023-07 and award of contract to Mero Construction LLC in the amount of \$188,061.00 for the Fire Marshal Office Addition build-out project.

Upon a motion by Council Member Davidson, the City Council voted six (6) for and none (0) opposed to approve Bid 2023-07 and award of contract to Mero Construction LLC in the amount of \$188,061.00 for the Fire Marshal Office Addition build-out project. **MOTION PASSED UNANIMOUSLY.**

8. Presentation, possible action, and discussion on approval of the Isaacks Court Subdivision Reserve "B" Development Plat, being a 1.038 acre tract situated in the W.B. Adams Survey, Abstract Number 95, being all of Reserve "B", of the Isaacks Court Subdivision, recorded under Film Code Number 693461, of the Map Records of Harris County, Texas, located at 85 Isaacks, Rd., City of Humble, Texas.

Upon a motion by Council Member Marshall, the City Council voted six (6) for and none (0) opposed to approve the Isaacks Court Subdivision Reserve "B" Development Plat, being a 1.038 acre tract situated in the W.B. Adams Survey, Abstract Number 95, being all of Reserve "B", of the Isaacks Court Subdivision, recorded under Film Code Number 693461, of the Map Records of Harris County, Texas, located at 85 Isaacks, Rd., City of Humble, Texas. **MOTION PASSED UNANIMOUSLY.**

9. Presentation, possible action, and discussion on approval of the Isaacks Court Subdivision Reserve "A" Development Plat, being a 0.729 acre tract situated in the W.B. Adams Survey, Abstract Number 95, being all of Reserve "A", of the Isaacks Court Subdivision, recorded under Film Code Number 693461, of the Map Records of Harris County, Texas, located at 89 Isaacks, Rd., City of Humble, Texas.

Upon a motion by Council Member Settle, the City Council voted six (6) for and none (0) opposed to approve the Isaacks Court Subdivision Reserve "A" Development Plat, being a 0.729 acre tract situated in the W.B. Adams Survey, Abstract Number 95, being all of Reserve "A", of the Isaacks Court Subdivision, recorded under Film Code Number 693461, of the Map Records of Harris County, Texas, located at 89 Isaacks, Rd., City of Humble, Texas. **MOTION PASSED UNANIMOUSLY.**

10. Presentation, possible action, and discussion on approval of a Final Plat for the Ford Pro Elite Service Center, a subdivision of 4.997 AC. / 217,667 SQ. FT. of land, being a Partial Replat of Air 59 Commerce Center Replat and Extension Recorded in Film Code No. 681808, M.R.H.C.T., and located in the W.B. Adams Survey, Abstract No. 95, 18238 Eastex Frwy. Svc. Rd., City of Humble, Harris County, Texas.

Upon a motion by Council Member Curry, the City Council voted six (6) for and none (0) opposed to approve the Final Plat for the Ford Pro Elite Service Center, a subdivision of 4.997 AC. / 217,667 SQ. FT. of land, being a Partial Replat of Air 59 Commerce Center Replat and Extension Recorded in Film Code No. 681808, M.R.H.C.T., and located in the W.B. Adams Survey, Abstract No. 95, 18238 Eastex Frwy. Svc. Rd., City of Humble, Harris County, Texas. **MOTION PASSED UNANIMOUSLY.**

11. Presentation, possible action, and discussion on approval of a Development Plat for the Ford Pro Elite Service Center, a subdivision of 4.997 AC. / 217,667 SQ. FT. of land, being a Partial Replat of Air 59 Commerce Center Replat and Extension Recorded in Film Code No. 681808, M.R.H.C.T., and located in the W.B. Adams Survey, Abstract No. 95, 18238 Eastex Frwy. Svc. Rd., City of Humble, Harris County, Texas.

Upon a motion by Council Member Davidson, the City Council voted six (6) for and none (0) opposed to approve the Development Plat for the Ford Pro Elite Service Center, a subdivision of 4.997 AC. / 217,667 SQ. FT. of land, being a Partial Replat of Air 59 Commerce Center Replat and Extension Recorded in Film Code No. 681808, M.R.H.C.T., and located in the W.B. Adams Survey, Abstract No. 95, 18238 Eastex Frwy. Svc. Rd., City of Humble, Harris County, Texas.

MOTION PASSED UNANIMOUSLY.

12. COMMUNITY ANNOUNCEMENTS.

Mayor Pro Tem Pierce announced various items of community interest.

13. ADJOURN.

With no further business to discuss, Council Member Marshall moved to adjourn. Mayor Funderburk adjourned the meeting at 6:48 p.m.

APPROVED BY THE HUMBLE TEXAS CITY COUNCIL THIS 13TH DAY OF JULY 2023.

Norman Funderburk, Mayor

ATTEST:

Maria Jackson, City Secretary

Council Meeting
July 13, 2023
Agenda Item #4B

CONSENT AGENDA:
Department Reports

Humble Fire Rescue

Monthly Council Report



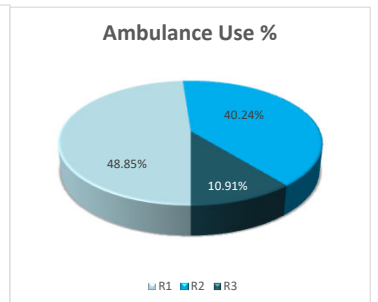
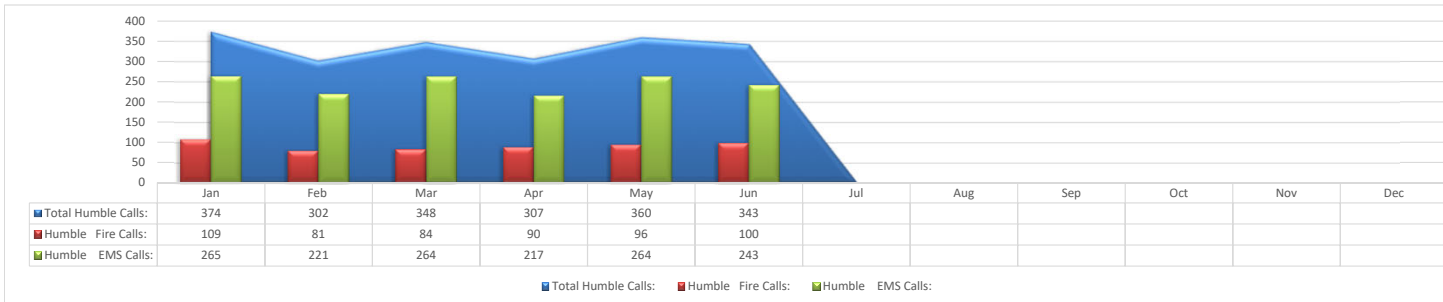
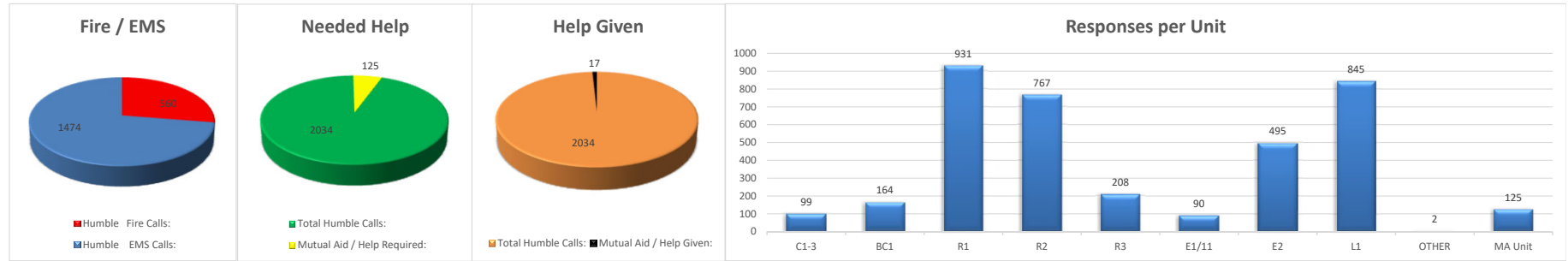
JUNE 2023

2023 Humble Fire Rescue

	Total Humble Calls:	Total Humble Responses:	Humble Fire Calls:		Humble EMS Calls:		Mutual Aid / Help Required:		Mutual Aid / Help Given:												MA Unit
			Fire Calls:	%	EMS Calls:	%	% of Total:	% of Total:	C1-3	BC1	R1	R2	R3	E1/11	E2	L1	OTHER				
Jan	374	647	109	29.1%	265	70.9%	31	8.3%	0	0.0%	Jan	18	26	159	143	16	29	108	148	0	31
Feb	302	537	81	26.8%	221	73.2%	22	7.3%	2	0.7%	Feb	16	25	150	108	17	12	71	138	0	22
Mar	348	606	84	24.1%	264	75.9%	30	8.6%	3	0.9%	Mar	15	27	160	130	38	4	82	150	0	30
Apr	307	571	90	29.3%	217	70.7%	8	2.6%	1	0.3%	Apr	17	25	147	121	51	6	71	132	1	8
May	360	643	96	26.7%	264	73.3%	15	4.2%	4	1.1%	May	16	30	165	137	50	17	90	137	1	15
Jun	343	597	100	29.2%	243	70.8%	19	5.5%	7	2.0%	Jun	17	31	150	128	36	22	73	140	0	19
Jul											Jul										
Aug											Aug										
Sep											Sep										
Oct											Oct										
Nov											Nov										
Dec											Dec										
T:	2034	3601	560	---	1474	---	125	---	17	---	T:	99	164	931	767	208	90	495	845	2	125
AVG:	339.00	600.17	93.33	27.5%	245.67	72.5%	20.83	6.1%	2.83	0.8%	AVG:	16.50	27.33	155.17	127.83	34.67	15.00	82.50	140.83	0.33	20.83

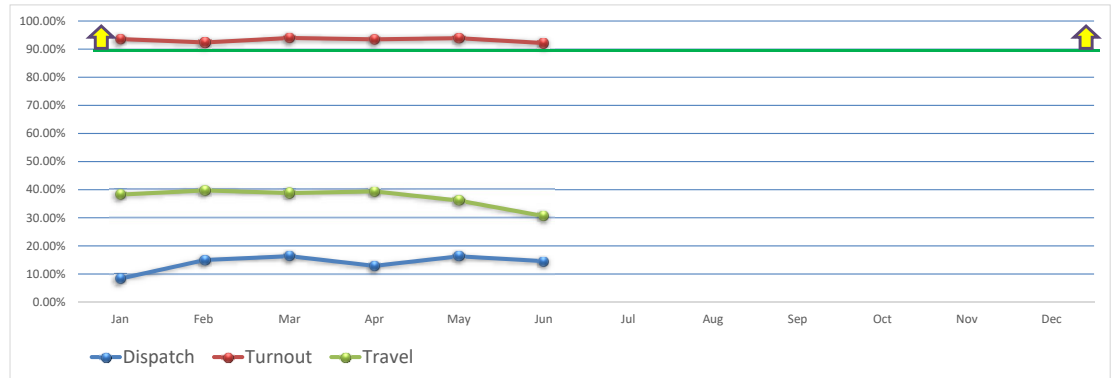
Calls for Service are 7.11% up (vs 5 yr average)

Mutual Aid is 5.57% up (vs 5 yr average)



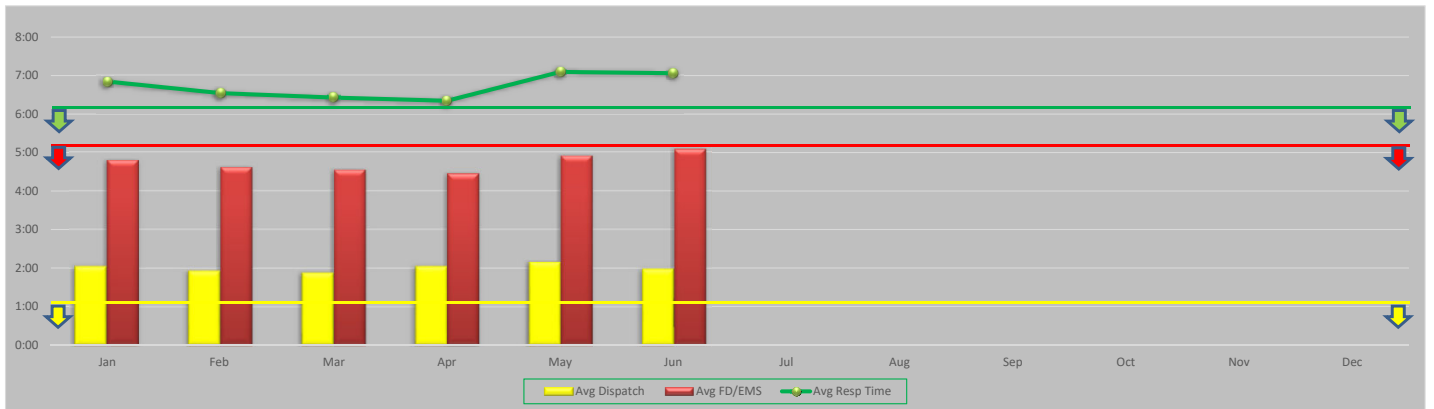
2023 COMPLIANCE DATA

	CFS						
	Total	Dispatch	%	Turnout	%	Travel	%
Jan	374	29	8.36%	350	93.58%	143	38.24%
Feb	302	42	15.00%	279	92.38%	120	39.74%
Mar	348	52	16.35%	327	93.97%	135	38.79%
Apr	307	36	12.90%	287	93.49%	121	39.41%
May	360	54	16.31%	338	93.89%	130	36.11%
Jun	343	44	14.57%	316	92.16%	105	30.61%
Jul							
Aug							
Sep							
Oct							
Nov							
Dec							
Total:	2034	257	-	1897	-	754	-
AVG:	339	42.83	13.92%	316.17	93.25%	125.67	37.15%



2023 Response Time

	CFS			
	Total	Avg Dispatch	Avg FD / EMS	Avg Resp Time
Jan	374	2:03	4:48	6:51
Feb	302	1:56	4:37	6:33
Mar	348	1:53	4:33	6:26
Apr	307	2:03	4:27	6:21
May	360	2:10	4:55	7:06
Jun	364	1:59	5:05	7:04
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Total:	2055	-	-	-
AVG:	342.5	2:00	4:44	6:43

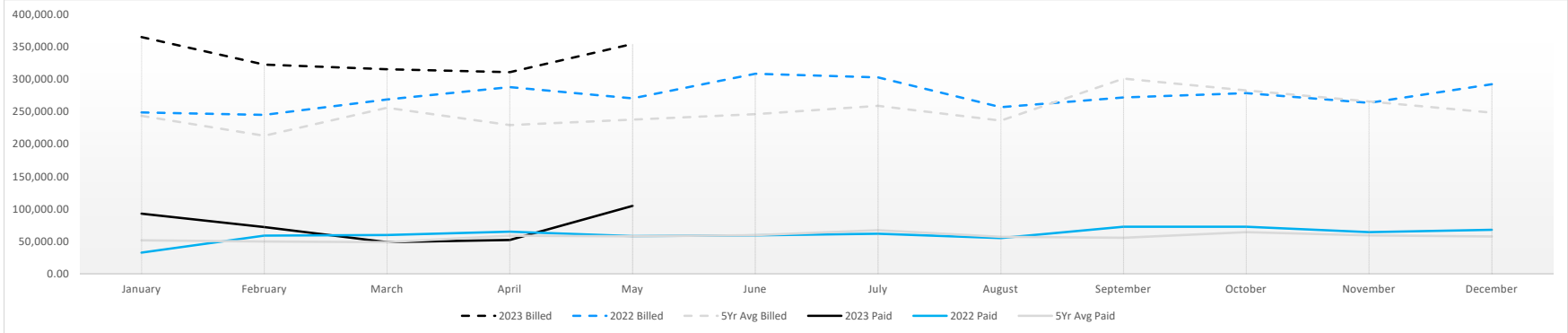


2023 Billing

(Billing info is always one month behind)



	2023			vs Last Year						vs 5 Year Average					
	Billed	Paid	%	Billed	(+/-) Billed	Paid	(+/-) Paid	%	(+/-) %	Billed	(+/-) Billed	Paid	(+/-) Paid	%	(+/-) %
January	364,847.54	93,111.93	25.52%	248,893.00	115,954.54	33,210.76	59,901.17	13.34%	12.18%	243,658.07	121,189.47	52,144.14	40,967.79	22.72%	2.80%
February	322,532.38	72,492.03	22.48%	245,125.00	77,407.38	59,377.50	13,114.53	24.22%	-1.75%	212,998.31	109,534.07	50,299.59	22,192.44	23.57%	-1.10%
March	315,381.47	49,329.48	15.64%	268,845.00	46,536.47	60,279.48	-10,950.00	22.42%	-6.78%	256,117.90	59,263.57	49,316.93	12.55	19.06%	-3.42%
April	310,859.68	52,643.23	16.93%	287,885.00	22,974.68	65,396.61	-12,753.38	22.72%	-5.78%	229,475.63	81,384.05	59,202.61	-6,559.38	27.21%	-10.28%
May	354,270.65	105,111.89	29.67%	270,540.00	83,730.65	58,542.57	46,569.32	21.64%	8.03%	237,851.45	116,419.20	58,288.61	46,823.28	26.21%	3.46%
June				308,425.00		59,743.78		19.37%		246,261.39		60,047.30		26.04%	
July				302,815.00		62,257.48		20.56%		259,087.67		67,701.71		27.59%	
August				257,015.00		55,607.61		21.64%		236,328.32		57,454.98		28.71%	
September				271,945.00		73,054.89		26.86%		300,976.01		56,058.91		17.83%	
October				278,620.00		73,016.35		26.21%		282,809.64		64,692.16		24.74%	
November				263,635.00		64,646.35		24.52%		265,768.27		59,630.51		22.94%	
December				292,290.00		68,306.68		23.37%		248,624.75		58,029.18		23.48%	
TOTAL:	1,667,891.72	372,688.56	22.05%	3,296,033.00	346,603.72	733,440.06	95,881.64	22.24%	1.18%	3,019,957.42	487,790.35	692,866.61	103,436.68	24.18%	-1.71%

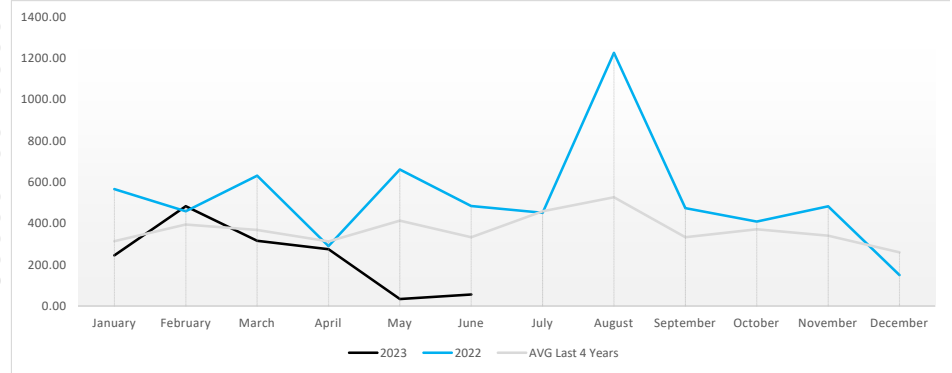


2023 Additional Time Usage*



	2023	(+/-) last Yr	(+/-) 5YA	Syr AVG	2022	2021	2020	2019	2018
January	246.50	-320.25	-68.60	315.10	566.75	488.75	60.50	215.00	244.50
February	484.00	24.25	88.30	395.70	459.75	276.75	85.00	543.50	613.50
March	317.00	-314.75	-52.30	369.30	631.75	158.50	217.75	248.00	590.50
April	276.25	-15.25	-37.80	314.05	291.50	152.00	82.00	465.75	579.00
May	35.50	-626.00	-378.80	414.30	661.50	183.25	112.00	298.50	816.25
June	57.25	-427.75	-276.85	334.10	485.00	140.00	58.00	275.50	712.00
July				459.70	452.50	159.25	290.00	342.75	1,054.00
August				527.40	1,225.25	149.25	203.75	306.00	752.75
September				334.20	475.00	78.50	65.00	489.50	563.00
October				372.75	410.00	437.75	121.50	362.00	532.50
November				341.80	483.75	522.75	158.00	231.50	313.00
December				261.15	151.25	484.25	222.50	148.75	299.00
TOTAL:	1,416.50	-1679.75	-726.05	4,439.55	6,294.00	3,231.00	1,676.00	3,926.75	7,070.00

*Does not include any time scheduled as part of employee job description, training, or time accrued from a deployment with EMTF, TIFMAS.

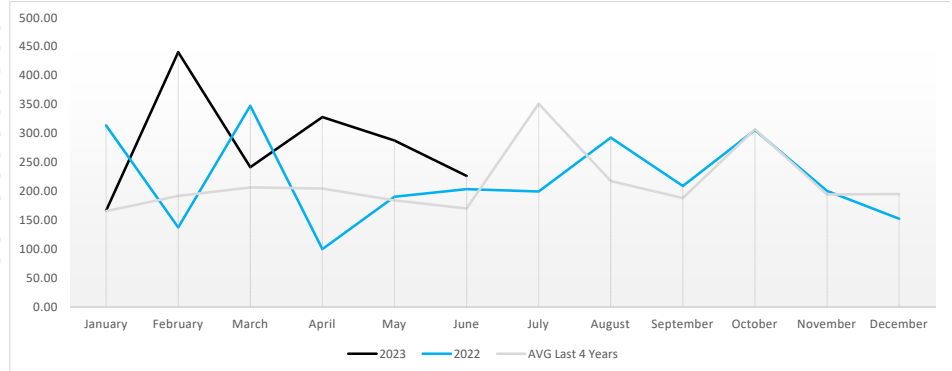


2023 Sick Time Usage*



	2023	(+/-) last Yr	(+/-) 5YA	Syr AVG	2022	2021	2020	2019	2018
January	167.00	-147.00	0.90	166.10	314.00	223.50	130.50	64.00	98.50
February	440.50	302.50	248.15	192.35	138.00	155.25	234.00	84.00	350.50
March	242.00	-106.00	35.00	207.00	348.00	91.00	213.00	96.00	287.00
April	328.50	228.00	123.35	205.15	100.50	192.75	186.00	261.00	285.50
May	288.00	97.00	103.30	184.70	191.00	174.50	24.00	255.50	278.50
June	227.00	23.00	56.40	170.60	204.00	315.50	143.00	17.50	173.00
July				351.50	200.00	428.00	137.00	184.00	808.50
August				218.00	293.00	312.00	200.00	225.00	60.00
September				188.70	209.50	288.00	48.00	204.00	194.00
October				307.45	306.00	393.00	266.00	255.00	317.25
November				194.85	201.00	207.00	250.75	186.50	129.00
December				195.70	153.00	224.00	266.50	81.50	253.50
TOTAL:	1693.00	397.50	567.10	2582.10	2658.00	3004.50	2098.75	1914.00	3235.25

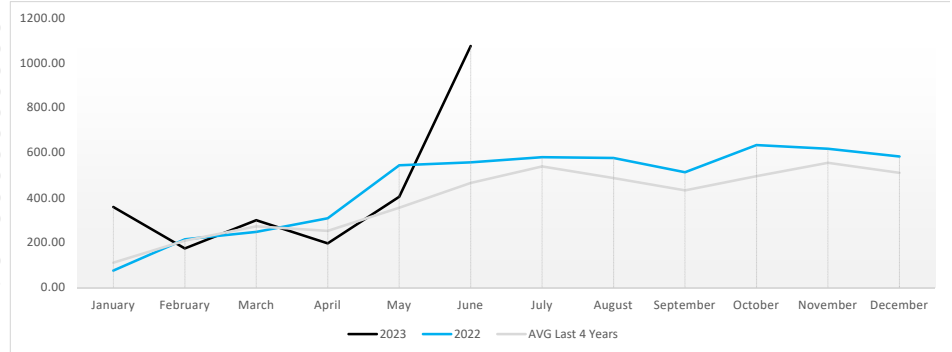
*Does not include any time as part of FMLA, or sick time being used in lieu of another form (due to depletion of time)



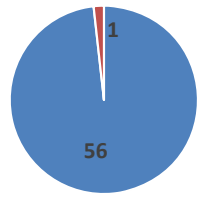
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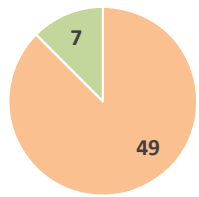
	2023	(+/-) last Yr	(+/-) 5YA	Syr AVG	2022	2021	2020	2019	2018
January	358.50	282.50	247.30	111.20	76.00	136.00	44.00	176.00	124.00
February	174.50	-40.50	-34.50	209.00	215.00	221.00	266.50	282.50	60.00
March	300.00	52.00	27.40	272.60	248.00	566.50	399.50	123.50	25.50
April	197.00	-111.50	-55.60	252.60	308.50	291.50	330.00	133.50	199.50
May	404.00	-140.00	48.60	355.40	544.00	483.00	378.00	259.00	113.00
June	1074.00	517.00	608.55	465.45	557.00	743.00	416.25	407.00	204.00
July				538.90	580.00	746.00	590.50	420.00	358.00
August				487.25	576.50	769.50	498.25	300.00	292.00
September				432.55	513.25	538.50	569.00	243.00	299.00
October				495.85	634.00	576.00	879.25	258.00	132.00
November				555.05	617.50	710.00	894.50	272.00	281.25
December				510.55	583.00	491.00	839.75	301.00	338.00
TOTAL:	2508.00	559.50	841.75	4686.40	5452.75	6272.00	6105.50	3175.50	2426.25



Demographics / Retention / Turnover

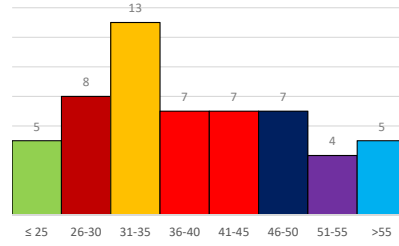


■ Employees ■ Vacancies

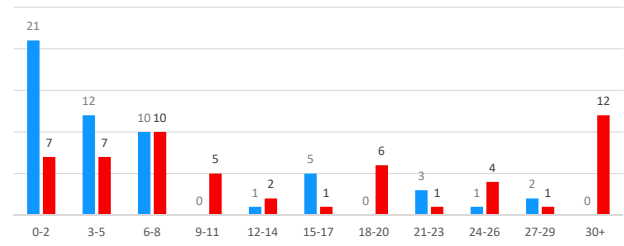


■ Male ■ Female

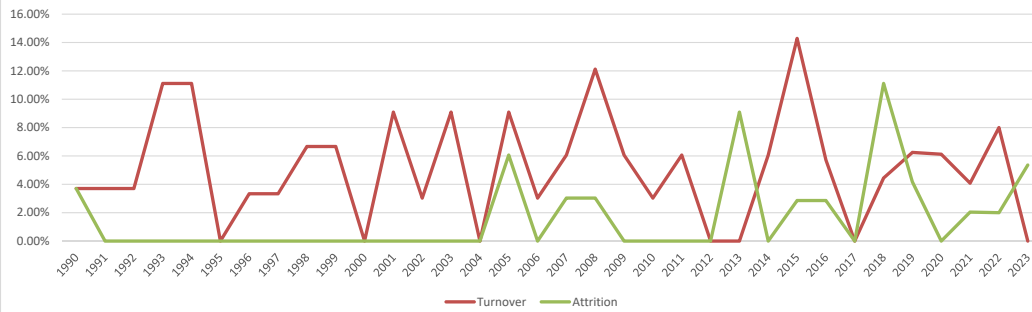
Age of Employees



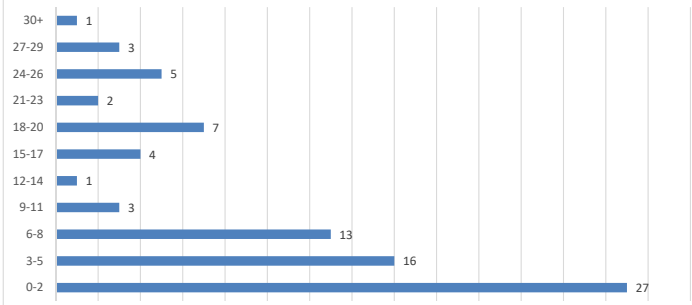
Employee HFR Years of Service VS Years of Experience



Turnover % vs Attrition % of FTE's



YOS at Employee Departure



Council Meeting
July 13, 2023
Agenda Item #4C

CONSENT AGENDA:
Correspondence

TML LEGISLATIVE UPDATE



June 23, 2023
Number 25

Special Session Update

This week, the Senate passed their new property tax relief plan, [1S.B. 26](#) and [1S.J.R. 2](#) by Bettencourt. The legislation would allow for a \$100,000 homestead exemption by a school district, add more state funding to buy down school district property tax rates, exempt some small businesses from the state franchise tax, and impose a stricter revenue cap on school districts.

The House still stands adjourned *sine die*. The first called special session is set to end next week and the prospect of legislation passing during this session appears to be very slim.

Governor Vetoes Include City-Related Bills

Governor Abbott vetoed seventy-seven bills passed by the legislature during the regular session. Ten of the seventy-seven were city-related bills described in the League's ["wrap-up" Legislative Update](#) on June 4. (Both the pdf and online version of that edition have been updated to reflect vetoed bills.)

Those ten vetoed are detailed here:

- **H.B. 2956 (Shine/Flores) – Annexation Across Railway Right-of-Way:** this bill, among other things, allows a city that is annexing property under certain conditions to annex an additional area adjacent to railroad rights-of-way if the railroad right-of-way is: (1) contiguous, and runs parallel to the city’s boundaries; and (2) contiguous to the area being annexed. (Effective immediately.)

According to the governor’s veto [message](#), “While House Bill No. 2956 is important, it is simply not as important as cutting property taxes. At this time, the legislature must concentrate on delivering property tax cuts to Texans. This bill can be reconsidered at a future special session only after property tax relief is passed.”

- **H.B. 4759 (Campos/Menendez) – Dangerous Dogs:** this bill, among other things, provides that the identifying information of a witness who gives a sworn statement relating to a dangerous dog attack: (1) is confidential and not subject to disclosure under the Public Information Act; and (2) may be disclosed for purposes of enforcing state law related to dangerous dog determinations to the governing body of a city or county in which the incident occurred, as applicable, and any other governmental or law enforcement agency. (Effective September 1, 2023.)

According to the governor’s veto [message](#), “Texas’s existing criminal laws penalize attacks by dangerous dogs — so much so that felony arrests have already been made of the dog owners responsible for the tragic attack that took the life of a distinguished Air Force veteran in San Antonio, and that was the catalyst for House Bill No. 4759. The justice system should be allowed to work without the overcriminalization found in this bill. I look forward to working with the author to create investigations and procedures that stop dog attacks *before* they happen.”

- **S.B. 267 (King/Burrows) – Law Enforcement Agency Accreditation:** provides, among other things, that: (1) the Texas Commission on Law Enforcement (TCOLE) shall adopt rules requiring each law enforcement agency that employs at least 20 peace officers to become accredited and maintain accreditation through or by (a) the Texas Police Chiefs Association Law Enforcement Agency Best Practices Accreditation Program; (b) the Commission on Accreditation for Law Enforcement Agencies, Inc.; (c) the International Association of Campus Law Enforcement Administrators; (d) an accreditation program developed by the Sheriff’s Association of Texas; or (e) an association or organization designated by TCOLE; (2) the rules adopted under (1), above, must require a law enforcement agency that is not already accredited to: (a) execute a contract with an approved accrediting entity not later than September 1, 2027; and (b) become accredited not later than September 1, 2029; (3) TCOLE shall implement a program to assist law enforcement agencies in becoming accredited; (4) TCOLE shall periodically review associations and organizations that establish standards of practice for law enforcement agencies and that offer accreditation to agencies that meet those standards; (5) a law enforcement agency shall annually report the agency’s accreditation status, including the applicable accrediting entity described in (1), above, to TCOLE; (6) TCOLE shall post on

its website a list of all law enforcement agencies that are currently accredited or under contract with an accrediting entity; and (7) the comptroller shall establish and administer a grant program to provide financial assistance for purposes of becoming accredited as required by (1), above, to each law enforcement agency that employs fewer than 250 peace officers. (Effective September 1, 2023.)

According to the governor's veto [message](#), "While Senate Bill No. 267 is important, it is simply not as important as cutting property taxes. At this time, the legislature must concentrate on delivering property tax cuts to Texans. This bill can be reconsidered at a future special session only after property tax relief is passed."

- **[S.B. 1399](#) (Schwertner/K. Bell) – Renewal of Air Quality Permits:** this bill applies to certain concrete plants that perform wet batching, dry batching, or central mixing and provides that: (1) the Texas Commission on Environmental Quality (TCEQ) shall at least once every six years conduct a protectiveness review of the permit regarding the operation of a permanent concrete plant, including by reviewing available background concentrations of air pollutants; (2) if TCEQ amends the permit after a protectiveness review, TCEQ shall allow facilities authorized to emit air contaminants under the permit as it read before the amendment to continue to operate until a date provided by TCEQ; and (3) each authorization to use a permit is subject to review at least once every six years to determine whether the authority to operate the facility authorized by the permit should be renewed. (Effective September 1, 2023.)

According to the governor's veto [message](#), "Senate Bill No. 1399 appears to add more bureaucracy and cost."

- **[S.B. 1439](#) (Springer/Hefner) – Business Personal Property Tax Exemption:** provides that if a person owns income-producing tangible personal property and is a related business entity, the person's property is aggregated with the property that is owned by each other related business enterprise that composes the same unified business enterprise to determine the taxable value of the property. (Effective January 1, 2024.)

According to the governor's veto [message](#), "While Senate Bill No. 1439 is important, it is simply not as important as cutting property taxes. At this time, the legislature must concentrate on delivering property tax cuts to Texans. This bill can be reconsidered at a future special session only after property tax relief is passed."

- **[S.B. 1916](#) (Parker/Shine) – Public Improvement Districts:** requires a city: (1) to post a copy of a public improvement district ("PID") service plan and certain other information on the city's website within seven days of approving, amending, or updating the plan; (2) to submit an assessment roll for each city PID to each appraisal district in which property subject to assessment is located within seven days of levying the assessment; and (3) to post on its website certain information about city PIDs. (Effective January 1, 2024.)

According to the governor's veto [message](#), "While Senate Bill No. 1916 is important, it is simply not as important as cutting property taxes. At this time, the legislature must

concentrate on delivering property tax cuts to Texans. This bill can be reconsidered at a future special session only after property tax relief is passed.”

- **S.B. 1998 (Bettencourt/Shine) – Property Tax Rate Calculation:** this bill requires: (1) a taxing unit to calculate adjustments made to the value of taxable property due to tax revenue the taxing unit pays into a tax increment reinvestment zone fund separately for each reinvestment zone in which the taxing unit participates; and (2) the designated officer or employee of a taxing unit to include a hyperlink to a document that evidences the accuracy of an entry in the tax rate calculation form for each entry on the form, other than an entry making a mathematical calculation. (Effective January 1, 2024.)

According to the governor’s veto [message](#), “Senate Bill No. 1998 requires data reporting on property taxes, but does nothing to cut property taxes. This bill can be reconsidered at a future special session only after property tax relief is passed.”

- **S.B. 2035 (Bettencourt/Capriglione) – Local Debt:** this bill: (1) prohibits the governing body of an issuer, including a city council, from authorizing an anticipation note to pay a contractual obligation to be incurred if a bond proposition to authorize bonds for the same purpose was submitted to the voters during the preceding five years and failed to be approved; (2) provides an exception to (1), above, if: (a) the governing body of an issuer is issuing the note for: (i) a case of public calamity if it is necessary to act promptly to relieve the necessity of the residents or to preserve the property of the issuer; (ii) a case in which it is necessary to preserve or protect the public health of the residents of the issuer; or (iii) a case of unforeseen damage to public machinery, equipment, or other property; (b) to finance the cleanup, mitigation, or remediation of a natural disaster; (c) to comply with a federal court order; and (d) to comply with a state or federal law, rule, or regulation if the issuer has been officially notified of noncompliance with the law, rule, or regulation; and (3) prohibits the governing body of an issuer, including a city council, from authorizing certificate of obligation to pay a contractual obligation to be incurred if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding five years and failed to be approved. (Effective September 1, 2023.)

According to the governor’s veto [message](#), “Senate Bill 2035 has too many loopholes. This bill can be reconsidered at a future special session only after property tax relief is passed.”

- **S.B. 2453 (Menendez/Hernandez) – Exceptions to Building Material Preemption:** allows a governmental entity, including a city, to adopt a regulation regarding the building the use or installation of a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building if that product, material or method relates to: (1) certain energy codes adopted by the State Energy Conservation Office; (2) certain energy and water conservation design standards established by the State Energy Conservation Office; or (3) certain high-performance building standards approved by the board of regents of an institute of higher education. (Effective September 1, 2023.)

According to the governor’s veto [message](#), “While Senate Bill No. 2453 is important, it is simply not as important as cutting property taxes. At this time, the legislature must concentrate on delivering property tax cuts to Texans. This bill can be reconsidered at a future special session only after property tax relief is passed.”

- **[S.B. 2493 \(Middleton/Bryant\)](#) – **Landlord Repairs**: this bill, among other things: (1) requires that repairs made in response to a tenant’s notice of intent to repair must be performed by an independent company, contractor, or repairman; and (2) provides that if the rental unit is located in a city requiring the company, contractor, or repairman to be licensed, the person or entity performing the repair must be licensed in accordance with the city’s requirements. (Effective September 1, 2023.)**

According to the governor’s veto [message](#), “While updating our laws about landlord-tenant relations is important, it is simply not as important as cutting property taxes. This bill can be reconsidered at a future special session only after property tax relief is passed.”

Speaker Forms Select Committee on Property Tax Relief

On Tuesday, Speaker Dade Phelan announced the creation of the House Select Study Committee on Sustainable Property Tax Relief. The new 16-member committee will be charged with examining all elements of state policy that influence the property tax burden on Texas property owners. The committee membership can be found [here](#).

Specifically, the committee shall:

1. Evaluate the dynamic effects of tax rate compression, limits on taxable value, and homestead exemption increases to maximize savings to property owners;
2. Study the viability and sustainability of eliminating maintenance and operations taxes by 2035;
3. Examine historical rates of appraisal increases and recommend methods to reduce the tax burden of appraisal increases on all real property; and
4. Examine the long-term value of homestead exemptions to Texas homeowners in conjunction with the impact of appraisal increases.

The League will monitor and report on the committee’s work.

Post-Session Update: Preemption and H.B. 2127

[H.B. 2127](#) becomes law on September 1, 2023. As written, we know the bill does three things. First, H.B. 2127 expressly preempts certain city regulations in the Labor, Property, and Local Government Codes, while exempting specific city regulations from preemption in certain

circumstances. Second, it prohibits a city from adopting or enforcing an ordinance in a field of regulation occupied by state law in eight specific codes. Lastly, it allows a person, or a trade association representing a person, after providing a city with at least three months' notice, to sue the city for adopting or enforcing an ordinance preempted under H.B. 2127.

Moving forward, one primary unresolved question looms large: what fields of regulation does the state occupy? Quite simply, we do not know. This is a legal question that the courts must decide on a case-by-case basis. The full scope of H.B. 2127 will likely be unknown for years.

What we know H.B. 2127 preempts

H.B. 2127 blends two forms of preemption – express preemption and implied field preemption.

Express Preemption. H.B. 2127 expressly preempts a city from adopting or enforcing five types of regulations:

- Regulations of employment leave, hiring practices, breaks, employment benefits, scheduling practices, and any other terms of employment that exceed or conflict with federal or state law for employers other than the city;
- New or amended predatory lending regulations;
- Regulations impeding a business involving the breeding, care, treatment, or sale of animals or animal products, including a veterinary practice, or the business's transactions if the person operating the business holds a state or federal license to perform such actions or services;
- New or amended regulations relating to the retail sale of dogs or cats; and
- Regulations involving evictions.

Field Preemption. Field preemption is a legal doctrine that exists largely to govern preemption questions between federal and state regulations. A court may find that federal law preempts state law because a federal regulatory scheme is so comprehensive that it leaves no room for additional state regulation. H.B. 2127 applies this concept to city and state regulatory interactions by providing that: “unless expressly authorized by another statute, a [city] may not adopt, enforce, or maintain an ordinance or rule that regulates conduct in a field of regulation that is occupied by a provision of this code.” Any ordinance or rule that violates this provision is void and unenforceable.

But applying field preemption to state law and city ordinances is a novel concept. Texas courts have not explicitly applied field preemption to state law–city ordinance conflicts but have explained that the mere presence of a state regulation does not automatically occupy a regulatory field.

With certain exceptions, H.B. 2127 does not explain when a state occupies a field of regulation. So, whether and to what extent the state occupies a field of regulation must be determined by the courts. The bill's author stated that the bill was drafted in an open-ended way to prospectively preempt ordinances that the legislature has not considered.

The only exceptions to this ambiguity are in the Labor and Property Codes. As mentioned above, H.B. 2127 states that the state occupies the Labor Code regarding "employment leave, hiring practices, breaks, employment benefits, scheduling practices, and other term of employment that exceed or conflict with federal or state law for employers." The bill also explains that the state occupies the Property Code regarding "regulating evictions or otherwise prohibiting, restricting, or delaying delivery of a notice to vacate or filing a suit to recover the possession of the premises under Chapter 24 of the Property Code."

What H.B. 2127 does not preempt

H.B. 2127 does provide for several exceptions. The bill does not preempt city regulations related to:

- Building or maintaining a road, imposing a tax, or carrying out any authority expressly authorized by statute;
- The control, care, management, welfare, or health and safety of animals;
- Conducting a public awareness campaign;
- Negotiating the terms of a collective bargaining agreement with city employees;
- City employee policies;
- Repealing or amending an existing ordinance for the limited purposes of bringing the ordinance into compliance with the bill;
- Predatory lending ordinances adopted before January 1, 2023, and valid under the law before September 1, 2023;
- Ordinances related to the retail sale of cats or dogs adopted before April 1, 2023, until the state adopts a statewide regulation for the retail sale of dogs or cats;
- Local massage establishment regulations adopted under Chapter 455 of the Occupations Code.

The effect on general law and home rule cities

H.B. 2127 has little to no effect on general law cities because general law cities may only exercise the authority expressly granted to them by the state. However, H.B. 2127 will potentially impact

home rule city authority in a significant way. Still, the full scope of this impact is unclear and must be determined by the courts.

According to the Texas Supreme Court, the Texas Constitution gives home rule cities the power of self-government and home rule cities look to the legislature not for grants of authority, but only for limitations on their authority. So, a home rule city may adopt any ordinance or rule to exercise this power that is not inconsistent with state law. In other words, unlike a general law city that must look to state law for its authority to act, a home rule city may act unless expressly prohibited by state law.

Section 11 of the bill appears to potentially contradict the long-standing constitutional interpretation of home rule authority in Texas. This section adds Section 51.002 of the Local Government Code to provide as follows:

“Notwithstanding Section 51.001, the governing body of a municipality may adopt, enforce, or maintain an ordinance or rule only if the ordinance or rule is consistent with the laws of this state.”

This raises even more questions about the scope of the bill. If state law is silent in a certain area, can a home rule city regulate in that area? One might argue yes, since the Texas Constitution gives home rule cities the full power of self-government. But the bill certainly calls home rule authority in question in several areas. There’s a real possibility that a court would determine Section 51.002 of the Local Government Code attempts to eliminate city regulatory authority in the absence of state regulation. Such an interpretation by the courts would create a direct conflict between the statute and the Texas Constitution.

One uncodified provision within H.B. 2127 clarifies that the bill may not be construed to prohibit a home rule city from providing the same services and imposing the same regulations that a general-law city is authorized to provide or impose. So, at a minimum, the bill provides a floor for the permissible scope of regulation applicable to a home rule city. The extent to which a home rule city may exceed this floor remains an open question.

Lawsuits under H.B. 2127

A person, or a trade association representing a person, may sue a city for an actual or threatened injury caused by a city adopting or enforcing an ordinance in any of the codes or statutes preempted under H.B. 2127. But before a plaintiff can file a suit, it must first provide the city with at least three months’ notice of their claim, including reasonably describing the injury claimed and the ordinance or rule that is the cause of the injury.

Consequently, a city has three months from receiving notice to amend or repeal the challenged ordinance. If a city does not act within those three months, a plaintiff may file suit in the county where all or a substantial part of the alleged events happened or where the city is located. In most cases, this will be the county where the city is located. The parties can also agree to transfer the case to another venue by written consent.

The only relief that a plaintiff can only seek under H.B. 2127 is an order declaring that the challenged ordinance is preempted by state law and barring the city from being able to enforce it. And if a plaintiff wins their suit, they may also seek to recover their court costs and attorney's fees from the city. If the court finds that the plaintiff's suit was frivolous, the city can recover its court costs and attorney's fees from the plaintiff.

How should cities proceed?

As lawyers often say, it depends. H.B. 2127 will have little effect on a general law city. But for a home-rule city, how to proceed will depend on the nature of the challenged ordinances.

As detailed above, as of September 1, 2023, any city ordinances regulating employment practices, the breeding, care, treatment or sale of animals or animal products by certain businesses, and evictions are expressly preempted by state law. Further, cities will be expressly preempted from adopting or amending ordinances relating to predatory lending or the retail sale of dogs and cats.

H.B. 2127 does not automatically preempt other city ordinances falling within the eight codes impacted by the bill. Whether H.B. 2127 preempts any other ordinance must be decided by the courts on a case-by-case basis under the new field preemption concept. To bring suit under H.B. 2127, a plaintiff must provide the city with at least three months' notice of their claim. During this time, the city may repeal or amend the challenged ordinance or choose to defend it in court.

To determine what city ordinances may be subject to suit under H.B. 2127, please consult with your city attorney to identify potentially vulnerable ordinances and determine how best to proceed.

Post-Session Update: ETJ Release

[Senate Bill 2038](#) is a significant piece of legislation that could fundamentally alter how cities interact with their extraterritorial jurisdictions (ETJs). This law authorizes residents and landowners to decide if their respective areas within a city's ETJ remain in the ETJ, offering two pathways for areas within a city's ETJ to be released: (1) through a petition filed by residents or landowners, or (2) by an election on the question of release held in the area within the ETJ.

For the first option, a resident can file a petition for release of their area from the city's ETJ. The petition must contain signatures from more than 50 percent of the registered voters or a majority in value of the titleholders of land in the area. Upon receiving a valid petition, the city secretary verifies the signatures, notifies the residents whether or not the petition contains the required number of signatures, and, if it indeed contains the required number of signatures, the city is required to immediately release the area from its ETJ.

The second pathway for release is by an election. A resident can request an election by submitting to the city a petition bearing the signatures of at least five percent of the registered voters in the area to be released. Following the election, if a majority of qualified voters in the area approve the release, the city must release the area. A city can voluntarily release an area instead of holding an election.

To be valid, a petition must fulfill specific requirements. It must be in writing, detail the area's boundaries, and include a map of the area to be released. The petition must also carry the requisite number of signatures and include each signer's printed name, signature, date of birth, voter registration number, county of registration (if the area spans multiple counties), residence address, and date of signing. For home rule cities, city charter provisions governing petition validity may also apply under certain circumstances.

S.B. 2038's ETJ release provisions do not apply to the following five areas: (1) an area within five miles of a military base boundary where active training occurs; (2) an area within 15 miles of an active military base in San Antonio's or Houston's ETJ; (3) certain areas that were voluntarily annexed into cities' ETJ in Hays County; (4) property located in an industrial district; and (5) property subject to a strategic partnership agreement as defined in Chapter 43 of the Texas Local Government Code.

Moreover, starting from January 1, 2023, the law prevents automatic ETJ expansion due to annexation. Instead, ETJ expansion can only occur if property owners who would be included in the city's ETJ request their area to be included in the ETJ when an area is annexed. The bill requires a city to release ETJ acquired from an annexation commenced after January 1, 2023 to comply with this new limitation on ETJ expansion through annexation.

S.B. 2038 may also impact agreements between cities and counties regarding the regulation of subdivisions in the ETJ under Chapter 242 of the Local Government Code. If an area that is subject to an agreement between the city and county relating to platting or subdivision authority is removed from the city's ETJ, the city retains no authority over that property and the county is the entity authorized to regulate subdivisions in the removed area.

The release of areas from the ETJ under the new legislation will impact the applicability of city regulations outside the city limits. Though cities have limited authority to regulate in the ETJ as it is, S.B. 2038 will potentially disrupt the uniform application of those limited regulations. Most notably, released areas will no longer be subject to applicable subdivision and platting regulations or sign regulations. Cities also will lose the ability to participate in the establishment of certain special purpose districts, like municipal utility districts, in areas that are released from the ETJ.

It is possible that other types of economic development measures are impacted as well, including the operation of municipal development districts and public improvement districts that include areas within the ETJ. Other city regulations, like the extension of nuisance ordinances outside the city limits for home rule cities and regulations governing the operation of city utilities likely will not be impacted, as the statutes authorizing those regulations outside the city limits do not distinguish applicability based on inclusion of the area in the city's ETJ.

S.B. 2038 takes effect on September 1, 2023.

BDO Extends Deadline for Public Survey Responses to August

The Texas Broadband Development Office (BDO) has extended the deadline for public surveys regarding broadband service levels around the state to **August 31, 2023**.

The BDO is in the process of developing the Texas Digital Opportunity Plan for achieving reliable and affordable broadband, device access, digital skills training, and cybersecurity awareness to expand digital opportunities for all Texans.

The BDO wants to hear from cities and their residents. To help facilitate such communication, the BDO has created two surveys: the [Digital Resources Mapping Tool Survey](#) (DRMT) and the [Digital Opportunity Public Survey](#) (DOPS).

The DRMT seeks information from cities about local broadband programs and services. The DRMT will take about 10 minutes to complete.

The DOPS seeks information from individual households about their experience with broadband internet accessibility, affordability, and adoption. The survey includes an optional speed test and is available in English, Spanish, Chinese, and Vietnamese. It is also audio-enabled to ensure that people with limited literacy, limited English proficiency, or visual impairments can head the survey questions and answers. The DOPS will take about 10 minutes to complete. Participants can email their surveys to: plan4broadband@cpa.texas.gov or mail them to the BDO at:

Texas Comptroller's Broadband Development Office
P.O. Box 13528
Austin, TX 13528

The BDO has also created the [Texas Digital Opportunity Public Survey Partner Toolkit](#) to help cities engage their residents and disseminate the DOPS. The toolkit includes the survey and provides public outreach suggestions and draft communication templates.

You can find more information about the BDO and the state's broadband efforts [here](#).

All surveys must be submitted by **August 31, 2023**.

TCEQ Seeks Applicants for Advisory Council

The Texas Commission on Environmental Quality (TCEQ) is seeking applicants to serve on the Municipal Solid Waste Management and Resource Recovery Advisory Council. The council performs several duties including:

- Reviews the effect of state policies and programs on Municipal Solid Waste (MSW) management;
- Makes recommendations to the TCEQ on matters relating to MSW management;
- Recommends legislation to encourage the efficient management of MSW;

- Recommends policies for the use or distribution of funds for the Regional Solid Waste Grants Program; and
- Recommends special studies and projects related to MSW management.

Interested city officials can find application forms and more information about the council [here](#).

Unclaimed DOE Grant Funding Available to Eligible Cities

The [Energy Efficiency and Conservation Block Grant](#) (EECBG) administered by the Department of Energy (DOE) is a program developed under the federal Infrastructure Investment and Jobs Act. The grant program is designed to help cities reduce energy use and improve energy efficiency.

Communities that have a population of more than 35,000 are eligible for a direct formula allocation from the DOE. Many of the eligible Texas cities have not yet claimed their funding. Eligible Texas cities along with their direct allocation amount can be found [here](#).

To claim the city's money, the [EECBG Program Pre-Award Information Sheet](#) must be submitted to DOE at eecbg@hq.doe.gov by **July 31, 2023**. DOE has provided the following resources for cities:

- [EECBG Program Guidance](#): Eligible uses of EECBG Program funds including examples and connections to DOE technical assistance.
- [EECBG Technical Assistance website](#): technical assistance and information on how to maximize program funds.
- [EECBG Program Blueprints](#): Step-by-step guidance to help achieve project goals.

Federal Infrastructure Bill Update

In November 2021, the federal Infrastructure Investment and Jobs Act (IIJA) was signed into law. The IIJA is altogether a \$1.2 trillion bill that will invest in the nation's core infrastructure priorities including roads, bridges, rail, transit, airports, ports, energy transmission, water systems, and broadband.

The League will monitor state and federal agencies and work with the National League of Cities (NLC) to access the latest information relating to the IIJA. We will provide periodic updates in the Legislative Update on resources for Texas cities on how to access IIJA funding for local infrastructure projects.

U.S. Department of Transportation (USDOT)

The USDOT is accepting applications for its Transportation Infrastructure Finance and Innovation Act (TIFIA) program. The TIFIA program provides low-interest loans and credit assistance to public and private entities, including local and state governments, for large-scale surface transportation improvement projects. TIFIA funding will provide financing or credit assistance at more advantageous rates than in the financial markets to help fill funding gaps and leverage co-investment opportunities.

Eligible transportation improvement projects include regional and national highway, transit, railroad, intermodal freight, and port access projects. Such projects include international bridges and tunnels, intercity passenger bus and rail vehicles and facilities, publicly owned freight rail facilities, and roadway surface improvements on or adjacent to the National Highway System. Local transportation improvement projects must be included in the applicable State Transportation Improvement Program to be eligible for funding.

The USDOT is accepting TIFIA funding applications on a rolling basis. City officials can find more information about the TIFIA program [here](#).

U.S. Department of Agriculture (USDA)

The USDA is accepting applications for its Community Facilities Direct Loan and Grant (CFDLG) program. The CFDLG program provides direct loans and grants to public bodies, community non-profit corporations, and federally recognized tribes for developing essential communities in rural areas with a population below 20,000 residents.

The CFDLG program defines essential community facilities as facilities that provide an essential service to the local community for the orderly development of the community in a primarily rural area. Examples of essential community facilities include local health care facilities (hospitals, clinics, and assisted-living facilities), public facilities (town halls, courthouses, and street improvements), community support services facilities (child care centers, community centers, and transitional housing), public safety facilities (fire stations, police stations, and EMS vehicles), educational facilities (museums and libraries), and local food system facilities (community gardens and food pantries).

CFDLG funding may be used to purchase, construct, or improve essential community facilities, necessary equipment to serve such facilities, and reasonable and necessary related project expenses.

The CFDLG program will prioritize funding projects serving communities with a population of 5,500 or fewer or low-income communities with a median household income below 80% of the state's non-metropolitan median household income.

The USDA is accepting CFDLG funding applications on a rolling basis. City officials can find more information about the CFDLG program [here](#).

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TML LEGISLATIVE UPDATE



June 30, 2023
Number 26

First Called Special Session Ends; Second Underway

On Tuesday, the first-called special session ended after a month-long stalemate between the Senate and House on property tax relief. The same day, Governor Abbott [announced](#) a second-called special session. It began on Tuesday, June 27 at 3:00 p.m. In the governor's [press release](#), Abbott stated, "Unless and until the House and Senate agree on a different proposal to provide property tax cuts, I will continue to call for lasting property tax cuts through rate reductions and working toward eliminating the school property tax in Texas. Special sessions will continue to focus on only property tax cuts until property tax cut legislation reaches my desk."

The following items are on the call:

1. Legislation to cut property-tax rates solely by reducing the school district maximum compressed tax rate in order to provide lasting property-tax relief for Texas taxpayers.
2. Legislation to put Texas on a pathway to eliminating school district maintenance and operations property taxes.

The Senate then passed [2S.B. 1](#) and [2S.J.R. 1](#) by Bettencourt. The bills would allow for a \$100,000 homestead exemption by a school district, add more state funding to buy down school district property tax rates, exempt some small businesses from the state franchise tax, and impose a stricter revenue cap on school districts. The bills are very similar to what the Senate had previously passed during the first-called special session with two changes. First, 2S.B. 1 prohibits the governing body of a city, county, or school district that has adopted a homestead exemption for the 2022 tax year from reducing or repealing the exemption until December 31, 2027. The second provision would provide supplement payments to public school teachers.

The House Ways and Means Committee approved two bills, [2H.B. 1](#) and [2H.J.R. 1](#) by Meyer, on Wednesday. The bills would allow for school district tax rate compression. The House will stand at ease until Friday at 10:00 a.m. at which point they will adjourn until Wednesday, July 5.

Resolutions for the 2023 TML Annual Conference

Resolutions for consideration at the Annual Conference are due no later than **5:00 p.m. on August 21, 2023**. The TML Constitution provides that resolutions must be submitted by any member city, TML region, or TML affiliate to the TML headquarters 45 calendar days prior to the first day of the Annual Conference.

The TML Board of Directors has adopted several procedures governing the resolutions process. Please review the following items carefully and thoroughly.

1. No resolution may be considered at the annual TML business meeting unless it has prior approval of: (a) the governing body of a TML member city; (b) the governing body or membership of a TML affiliate, or (c) the membership of a TML region at a regional meeting.
2. TML member cities, regions, and affiliates that wish to submit a resolution **must** complete a resolution cover sheet. The cover sheet is available [here](#).
3. It is recommended that any resolution state one of four categories to better direct League staff. Those categories are:
 - **Seek Introduction and Passage** means that the League will attempt to find a sponsor, will provide testimony, and will otherwise actively pursue passage. Bills in this category are known as “TML bills.”
 - **Support** means the League will attempt to obtain passage of the initiative if it is introduced by a city or some other entity.
 - **Oppose.**
 - **Take No Position.**

4. Resolutions submitted will be thoroughly discussed at the TML Annual Conference. Each city is asked to provide one delegate to serve as its liaison at the annual business meeting at which resolutions will be considered. The delegate isn't required to have any special expertise, and an elected official representative is encouraged but not required. The delegate must sign up electronically [here](#) prior to the meeting or can sign up in person at a table outside of the meeting room. Cities are encouraged to sign up their delegate early.
5. The city, region, or affiliate that submits a resolution is encouraged to send a representative to the business meeting to explain the resolution. The business meeting will meet at 3:30 p.m. on Thursday, October 5, 2023, at the Kay Bailey Hutchison Convention Center in Dallas.

If your city is interested in submitting a resolution, details can be found [here](#). Resolutions can be emailed to JJ Rocha, TML Grassroots and Legislative Services Manager at jj@tml.org.

Interested city officials can learn how the resolutions process fits within the League's Legislative Policy Process [here](#).

Post-Session Update: City Regulation of Agricultural Operations

H.B. 1750

[H.B. 1750](#) makes potentially significant changes to cities' ability to regulate agricultural operations within the city limits. In essence, H.B. 1750 does four main things. First, it expands the definition of an agricultural operation for purposes of the imposition of any governmental requirement by a city. Second, it requires a city to comply with heightened standards when imposing any governmental requirement on an agricultural operation located within city limits. Third, it prohibits a city from imposing a governmental requirement that directly or indirectly prohibits certain specific agricultural practices. And fourth, it tasks the Texas A&M AgriLife Extension Service with developing a manual of generally accepted agricultural practices and identifying which do not threaten public health.

Background

Since 1981, Section 251.005 of the Agriculture Code has prohibited a city from enforcing city codes and ordinances on agricultural operations in the city's extraterritorial jurisdiction. However, the city could enforce specific regulations on agricultural annexed into the city as an agricultural operation.

But before the city could enforce such codes or ordinances:

- (1) The city's code official or a consultant had to prepare a written report identifying the hazard posed by the agricultural operation and explain why the applicable city code or ordinance is necessary to protect the public; and

- (2) The city council was required to adopt a resolution finding that enforcing the specific city code or ordinance is necessary to protect public health.

Except for agricultural operations annexed into the city as agricultural operations, Section 251.005 did not apply to agricultural operations located within city limits.

H.B. 1750 now applies this heightened regulatory standard to any government requirement applied to an agricultural operation within the city limits through new Section 251.0055 of the Agriculture Code.

What is an agricultural operation?

Section 251.002 of the Agriculture Code defines what constitutes an agricultural operation. Following the passage of H.B. 1750, the following activities are considered agricultural operations:

- Cultivating the soil;
- Producing crops or growing vegetation for human food, animal feed, livestock forage, forage for wildlife management, planting seed, or fiber;
- Floriculture (flowers);
- Viticulture (grapes);
- Horticulture (plants);
- Silviculture (trees);
- Wildlife management;
- Raising or keeping livestock or poultry, including veterinary services; and
- Planting cover crops or leaving land idle for the purpose of participating in any government program or normal crop or livestock rotation procedure.

Under what circumstances may a city regulate an agricultural operation?

H.B. 1750 provides that a city may impose a “governmental requirement” on an agricultural operation located in the city limits only under certain circumstances. “Governmental requirement” is defined as a “rule, regulation, ordinance, zoning, license or permit requirement, or other requirement or restriction enacted or promulgated” by the city.

A city governmental requirement may be applied to an agricultural operation in the city limits only if there is clear and convincing evidence that: (1) the purpose of the requirement cannot be addressed through less restrictive means; and (2) the requirement is necessary to protect persons who reside in the immediate vicinity or persons on public property in the immediate vicinity of the agricultural operation from the imminent danger of specific harms. These harms include:

- Explosion;
- Flooding;
- An infestation of vermin or insects;
- Physical injury;

- The spread of an identified contagious disease that is directly attributable to the agricultural operation;
- The removal of lateral or subjacent support;
- An identified source of contamination of water supplies;
- Radiation;
- Improper storage of toxic materials;
- Crops planted or vegetation grown in a manner that will cause traffic hazards; or
- Discharge of firearms or other weapons, subject to restrictions in Local Government Code Sec. 229.002.

Further, for a city to be able to enforce a governmental requirement under H.B. 1750, it must first obtain and review a report prepared by the city health officer or a consultant that:

- Identifies evidence of the health hazards related to agricultural operations;
- Determines the necessity of regulation and the manner in which an agricultural operation should be regulated;
- States whether each necessary manner of regulation will restrict or prohibit a generally accepted agricultural practice listed in the Texas A&M AgriLife Extension Service's manual; and
- Where applicable, it explains why the report recommends imposing a regulation restricting the use of a generally accepted agricultural practice that the manual indicates does not threaten public health.

After receiving and reviewing the city health officer's or consultant's report, the city council must adopt a resolution finding that the proposed regulation is necessary to protect public health and is otherwise not prohibited by the statute.

What city requirements are prohibited by H.B. 1750?

The bill specifically prohibits a city from imposing a governmental requirement that directly or indirectly:

- Prohibits the use of a generally accepted agricultural practice listed in a manual drafted by the Texas A&M AgriLife Extension Service identifying generally accepted agricultural practices, unless the city complies with the procedures mentioned above;
- Prohibits or restricts the growing or harvesting of vegetation for animal feed, livestock forage, or forage for wildlife management, except that a city is allowed to impose a maximum vegetation height of at least 12 inches for portions of an agricultural operation that are within 10 feet from a property boundary that is: (1) adjacent to a public sidewalk, street, or highway; or (2) an inhabited structure on a neighbor's property;
- Prohibits the use of pesticides or other measures to control vermin and disease-bearing insects to the extent necessary to prevent infestation; or
- Requires an agricultural use also to be designated as an agricultural, farm, ranch, wildlife management, or timber production use under Article VIII of the Texas Constitution.

When should cities expect guidance from the Texas A&M AgriLife Extension Service?

As mentioned above, H.B. 1750 requires the Texas A&M AgriLife Extension Service to develop a manual that identifies generally accepted agricultural practices and indicates which of those practices do not pose a threat to public health. The bill requires the Texas A&M AgriLife Extension Service to develop the manual as soon as possible after the effective date of the bill.

The League will monitor the status of the manual and update our membership when the manual is published.

Guidance for cities

H.B. 1750 goes into effect on September 1, 2023. Perhaps the biggest questions about H.B. 1750 relate to the extent of its application within the city limits. For instance, an agricultural operation includes the raising or keeping of livestock or poultry. Does this mean that in order for a city to enforce any regulation relating to the keeping of livestock or chickens in residential neighborhoods it must first obtain a report from municipal health officer or consultant in support of the regulation? Further, may the city only impose a restriction on the keeping of livestock or roosters in a backyard if the city has clear and convincing evidence that the restriction is necessary due to the imminent dangers spelled out in the bill?

At this point, we don't have clear answers to these questions. But there are some avenues that may provide guidance to city officials and city attorneys. Cities may find guidance in the Texas A&M AgriLife Extension Service manual of generally accepted agricultural practices when it is released. Further, cities may find additional guidance from the courts. Past appellate court decisions have explained that the purpose behind Chapter 251 of the Agricultural Code is to protect farmers and ranchers who engage in activities that produce food. Such a reading may have the effect of limiting the scope of the bill to only applying to traditional farming and ranching operations that occur within the city limits.

Some city officials have asked about the impact of the bill on enforcement of high grass ordinances. The bill clearly places limits on a city's ability to enact or enforce vegetation height restrictions against an agricultural operation, as spelled out above. But these limitations would generally only apply to legitimate agricultural operations, not for the more common scenario where an absentee property owner fails to maintain his/her property.

City officials and employees are encouraged to consult with their city attorney to identify which city ordinances may be subject to H.B. 1750 and ensure that any enforcement actions or other city regulations comply with the bill's heightened process and burden of proof requirements, if necessary.

H.J.R. 126

[H.J.R. 126](#) is a constitutional amendment that will be on the November 7 ballot. Among other things, the amendment would:

- Expressly protect the right of individuals to farm, ranch, produce timber, and engage in wildlife practices on their property; and
- Limit cities' ability to regulate these activities to when it can show by clear and convincing evidence that regulation of such activities is necessary to protect against imminent danger to public health or safety.

Though the constitutional amendment covers a similar subject matter to H.B. 1750, the passage or failure of H.J.R. 126 has no impact on the effect of H.B. 1750. H.J.R. 126 just enshrines the ability to engage in farming, ranching, timber production, horticulture, and wildlife management in the Texas Constitution.

Texas to Receive Over \$3.3 Billion in Federal Broadband Funding

On June 26, the White House [announced](#) that Texas will receive \$3.3 billion in funding through the National Telecommunications and Information Administration's (NTIA's) Broadband Equity, Access, and Deployment (BEAD) program. The BEAD program will provide funding to all 50 states to deploy or upgrade broadband networks to ensure everyone has access to reliable, affordable high-speed internet service. NTIA will send out formal notices of allocation on June 30, 2023. States will have 180 days from receipt of their formal notice to submit initial proposals for their state-level grant programs. NTIA will begin releasing funding on a rolling basis following approval of the state's initial proposal. The state's BEAD funding will be deposited into the Broadband Infrastructure Fund (BIF) established by [H.B. 9](#), passed last month.

The comptroller's Broadband Development Office (BDO) will oversee the BIF. The BDO will also develop and administer the state's broadband grant program per general guidelines (e.g., minimum speed requirements, general funding eligibility, fiber optic preference) established by [S.B. 1238](#), passed in May.

The BDO has diligently worked with the state, the public, and stakeholders over the past two years to develop a comprehensive, robust, and equitable grant program. It encourages residents, businesses, and local governments to participate by completing the [Texas Digital Opportunity Survey](#) seeking information about broadband availability and needs across the state.

City officials can find more information about NTIA's BEAD program [here](#).

More information about the BDO and the state's broadband program can be found [here](#).

OSHA Urges Participation in Upcoming Workplace Heat Standard Discussion

On June 22, the U.S. Department of Labor (DOL) [urged](#) small business owners and local governmental entities to join the Occupational Safety and Health Administration (OSHA) and other federal governmental agencies for a series of discussions about the potential impacts of a workplace heat standard for small businesses.

OSHA is developing a potential workplace heat standard to prevent outdoor and indoor heat-related injury and illness in certain industries. In October 2021, OSHA published an [Advance Notice of Proposed Rulemaking for Heat Injury and Illness Prevention in Outdoor and Indoor Work Settings](#) to initiate the formal rulemaking process. This summer, the agency will hold a series of Small Business Advocacy Review Panel (SBARP) meetings to gather information about the potential effects of such a standard on small businesses.

The meetings will include representatives from OSHA, the U.S. Small Business Administration, and the U.S. Office of Management and Budget. While the SBARP welcomes input from all industries, it is particularly interested in hearing from representatives from industries most affected by a heat standard. These include the agriculture, construction, landscaping, manufacturing, maritime, oil and gas, utilities, warehousing, waste management, and food service (especially restaurant kitchens) industries.

Along with initiating the formal rulemaking process, OSHA has taken the following steps to address the dangers of excess heat in the workplace:

- Developing a [heat-related enforcement initiative](#)
- Launching a [National Emphasis Program](#) on heat inspections
- Creating the [National Advisory Committee on Occupational Safety and Health's Heat Injury and Illness Prevention Work Group](#)
- Launching a [Heat Illness Prevention Campaign](#)

The SBARP meetings will be held by teleconference and are open to the public.

Interested city officials can find more information about the SBARP meetings [here](#).

Federal Infrastructure Bill Update

In November 2021, the federal Infrastructure Investment and Jobs Act (IIJA) was signed into law. The IIJA is altogether a \$1.2 trillion bill that will invest in the nation's core infrastructure priorities including roads, bridges, rail, transit, airports, ports, energy transmission, water systems, and broadband.

The League will monitor state and federal agencies and work with the National League of Cities (NLC) to access the latest information relating to the IIJA. We will provide periodic updates in the Legislative Update on resources for Texas cities on how to access IIJA funding for local infrastructure projects.

U.S. Department of Transportation (DOT)

Reminder for Upcoming Deadline

Applications for the Department of Transportation's (DOT's) Safe Streets and Roads for All Program (SS4A) are due by **4:00 PM CDT on July 10, 2023**. Over the next five years, the SS4A program will provide five billion dollars in funding for initiatives to prevent deaths and serious injuries on the nation's roadways. DOT will be awarding grants for both planning and implementation projects. Action plan grants assist communities that do not currently have a roadway safety plan in place. Implementation plan grants provide funding for communities to implement strategies and projects designed to reduce or eliminate transportation-related fatalities and serious injuries.

City officials can find more information about the SS4A program [here](#).

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TML LEGISLATIVE UPDATE



July 7, 2023
Number 27

Special Session Update

On Wednesday, the House met briefly to refer [House bills](#) that deal with reducing school district maintenance and operations taxes through the use of state surplus revenue to the House Committee on Ways and Means. The House and Senate will reconvene on the morning of Friday, July 7.

City of Houston Files Lawsuit to Declare Preemption Legislation Unconstitutional

On July 3, the City of Houston [filed a lawsuit](#) in Travis County to have H.B. 2127, the so-called “Super Preemption” bill, declared unconstitutional. H.B. 2127, effective September 1, would prevent cities and counties from adopting or enforcing local regulations related to an activity located in a field of regulation occupied by state law in certain state codes. The League’s post-session summary of H.B. 2127 can be read [here](#).

Among other things, the City of Houston argues that H.B. 2127 violates the home rule amendment of the Texas Constitution, is unconstitutionally vague, and impermissibly delegates the Texas

Legislature’s policy-making authority to the courts. The city’s press release on the lawsuit can be accessed [here](#).

If joining this litigation might make sense for your community, you may contact Darah Eckert with the City of Houston Legal Department at Darah.Eckert@houstontx.gov or (832) 393-6251.

The League will monitor the litigation closely and provide updates as they become available.

Post-Session Update: Changes in Zoning Law

The Texas Legislature made a few important changes to zoning law during the 2023 legislative session relevant to nonconforming uses and zoning changes.

S.B. 929 – Nonconforming Uses

The legislature passed [S.B. 929](#), effective immediately, to require: (1) certain notice to property owners whose property’s use will be a nonconforming use after a zoning change; and (2) payment if the city terminates the nonconforming use according to a specific formula.

First, the bill requires a planning and zoning commission (P&Z commission) or city council (if council serves as the P&Z commission) to provide notice of each public hearing regarding any proposed adoption of or change to a zoning regulation or boundary when the current conforming use of the property will be a nonconforming use once the regulation or boundary is adopted or changed. The notice must go to an owner of real or business property where a proposed nonconforming use is located as indicated by the most recently approved tax roll and each occupant of the property. The notice must: (1) be mailed by U.S. mail by the 10th day before the hearing date; (2) contain the time and place of the hearing; and (3) include certain text required by statute in bold font that is 14-point type or larger.

Second, the bill provides that a person who is using a property in a manner considered to be a nonconforming use because of the adoption of or a change to a zoning regulation or boundary may continue to use the property as a nonconforming use unless the city requires the person to stop the use.

If a city requires an owner or lessee to stop the nonconforming use, the city must give written notice to each owner or lessee of property that is required to stop the nonconforming use not later than the 10th day after the city imposes the requirement. The notice must include the remedies and calculations for payment from the city that the owner or lessee may exercise. The remedies are: (1) payment for costs directly related to stopping the nonconforming use and payment for loss of market value of the property; or (2) continued nonconforming use of the property until the owner or lessee recovers the amount that would otherwise be payable under (1) through the continued business activities. The owner or lessee of the nonconforming use has 30 days after receiving the notice to choose a remedy and the bill provides for a hierarchy of which selection takes precedence between owners and lessees. If the owner or lessee elects to receive payment from the city to discontinue the nonconforming use, the person must stop the nonconforming use not later than the

10th day after the date of payment. If the owner or lessee elects to continue the nonconforming use of the property until costs are recovered, then the person must stop the nonconforming use immediately upon recovery of the required amount.

A person may appeal the city’s decision on the market value of the loss of the nonconforming use to the board of adjustment. If a person or the city is dissatisfied with the board of adjustment’s decision, the person or city may seek judicial review.

A city requiring an owner or lessee to stop a nonconforming use will want to consult with its city attorney to ensure it follows each of the steps required by the bill.

H.B. 1381 – Zoning Change Hearings

[H.B. 1381](#) represents a positive change to current zoning law for cities. Effective September 1, cities’ P&Z commissions will no longer need to hold more than one hearing on a preliminary report for a proposed change in zoning classification before submitting the report to the city council. The statute previously required “hearings,” meaning at least two P&Z commission hearings were required before submitting the report to council. Now state law will specifically require only one public hearing.

BDO to Host Series of Public Meetings to Discuss Local Broadband Needs

The Texas Broadband Development Office (BDO) will hold over 20 regional public meetings to hear directly from communities statewide about their broadband needs. These conversations will help the BDO develop a statewide broadband plan to provide Texans with affordable, reliable internet access.

The meetings will occur across the state between July 10th and August 16th and are open to all. Public attendance and participation are encouraged. Meeting dates, times, and locations are subject to change. Please visit the [Texas BDO Public Meeting registration page](#) to sign up.

- **Sherman** - July 10, 2023, 4:00 PM (Gallagher Professional Building, 1117 Gallagher Dr.)
- **Bastrop** - July 11, 2023, 5:00 PM (American Legion Post 533, 3003 Texas 150 Loop)
- **Sugar Land** - July 12, 2023, 5:00 PM (Univ. of Houston at Sugar Land, Brazos Hall Room 103, 14004 University Blvd.)
- **Bay City** - July 13, 2023, 9:00 AM (Bay City Civic Center, 201 7th St.)
- **Kingsville** - July 17, 2023, 2:00 PM (Texas A & M – Kingsville, Memorial Student Union, 700 University Blvd.)
- **Weslaco** - July 18, 2023, 9:00 AM (301 West Railroad Street Board Room, Bldg. B)
- **San Antonio** - July 19, 2023, 4:00 PM (Alamo Area Council of Governments, 2700 Northeast Interstate 410 Loop, Ste 101)
- **Burnet** - July 21, 2023, 10:00 AM (Burnet Community Center, 401 East Jackson St.)

- **Bryan** - July 24, 2023, 4:00 PM (Brazos Valley Council of Governments, 3991 East 29th St.)
- **Lufkin** - July 25, 2023, 1:00 PM (Lufkin City Hall, 300 East Shepherd Ave.)
- **Jasper** - July 26, 2023, 9:00 AM (Jasper County Courthouse Annex, 271 East Lamar St., Ste 101)
- **Belton** - July 28, 2023, 3:00 PM (Central Texas Council of Governments, 2180 North Main St.)
- **Texarkana** - July 31, 2023, 2:00 PM (Southwest Center, 3222 West 7th St.)
- **Lewisville** - August 2, 2023, 2:00 PM (Lewisville Grand Theater, 100 North Charles St.)
- **Wichita Falls** - August 3, 2023, 5:30 PM (Martin Luther King Center, 1100 Smith St.)
- **Clyde** - August 4, 2023, 9:00 AM (Clyde High School, 500 North Hays Rd.)
- **El Paso** - August 7, 2023, 5:00 PM (El Paso Community Foundation, 333 North Oregon St.)
- **Alpine** - August 8, 2023, 5:00 PM (Alpine Civic Center, 801 West Holland Ave.)
- **Lubbock** - August 9, 2023, 1:00 PM (Citizens Tower, 1208 14th St.)
- **Borger** - August 10, 2023, 9:00 AM (The Dome Civic and Convention Center, 1113 Bulldog Blvd.)
- **Mertzon** - August 15, 2023, 5:00 PM (Irion County Community Center, 110 West Duncan Ave.)
- **Midland** - August 16, 2023, 2:00 PM (Region 18 Education Service Center, 2811 La Force Blvd.)
- **Longview** - *Date/Time/Location to be determined*
- **Cuero** - *Date/Time/Location to be determined*

Texas Supreme Court Declines to Hear Grapevine Short-Term Rental Case

The Texas Supreme Court recently denied the petition for review in the [Grapevine short-term rental \(STR\) case](#), meaning the [decision in the lower appellate court](#) in favor of STR owners on largely procedural grounds governs the case.

Two Supreme Court Justices issued a [concurring opinion](#) agreeing with the denial of the petition for review. They acknowledged the issue of STR regulation is important to both cities and STR owners, citing the League’s amicus brief and others. Nevertheless, they thought refusing to hear the case was proper because of the issues presented, the need to interpret city ordinances, and the fact that the city can adopt new regulatory measures. The justices took no position on the constitutionality of the homeowners’ claims. They said they believe there will be a better case for them to decide the constitutional issues presented by cities’ STR regulations in the future.

The decision of the Second Court of Appeals now governs Grapevine's case and cities within the Second Court of Appeals' jurisdiction. Much of the decision hinges on Grapevine's individualized ordinances, including its STR ordinance, which expressly prohibits STRs in the city. More generally, the appellate court found that the trial court correctly denied the city's jurisdictional plea on the STR owners' regulatory takings claim because there were fact issues regarding the Grapevine STR ordinance's economic impact on the STR owners' properties and the reasonableness of the owners' investment-backed expectations. The appellate court also: (1) allowed the STR owners' retroactive constitutional claims to go forward; (2) determined that the STR homeowners had pleaded a viable due-course-of-law claim; and (3) allowed the STR homeowners' request for the court to enjoin the city from enforcing the STR ordinance to go forward.

Texas cities are left with no statewide guidance on the constitutionality of STR ordinances or cities' allowable regulatory authority. The legislature has yet to preempt city authority to regulate STRs. Instead, state courts and federal courts have issued decisions on specific STR regulations as STR owners sue cities. The League previously reported on STR decisions from [the federal Fifth Circuit](#), the [Third Court of Appeals](#), and the [Texas Supreme Court](#) regarding homeowner's associations. Until the legislature passes legislation addressing the scope of city regulation or the Texas Supreme Court issues an opinion on the issue, cities and their attorneys will need to keep up with the lower appellate decisions regarding STRs.

Cities with STR ordinances should consult with legal counsel about what changes, if any, the city may need to make in light of the Second Court of Appeals' opinion. Cities desiring to adopt an STR ordinance should work with their local legal counsel to draft the ordinance in light of these opinions.

Resolutions for the 2023 TML Annual Conference

Resolutions for consideration at the Annual Conference are due no later than **5:00 p.m. on August 21, 2023**. The TML Constitution provides that resolutions must be submitted by any member city, TML region, or TML affiliate to the TML headquarters at least 45 calendar days prior to the first day of the Annual Conference.

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Council Meeting
July 13, 2023
Agenda Item #5

Partnership Lake Houston Presentation

Council Meeting
July 13, 2023
Agenda Item #6

**Resolution 23-865, adjusting the
City of Humble water and sewer rates**

CITY OF HUMBLE

RESOLUTION NO. 23-865

A RESOLUTION OF THE CITY OF HUMBLE, TEXAS ADJUSTING THE CITY OF HUMBLE WATER AND SEWER RATES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is required to participate in the ground water reduction program as implemented by the Harris Galveston Subsidence District; and

WHEREAS, accordingly the City must receive at minimum thirty percent (30%) of its water from surface water sources and contracts with the City of Houston to provide the surface water; and

WHEREAS, the City of Houston notified the City of Humble that effective April 1, 2023 it was increasing its water rate by eight percent (8%) as required by City Ordinance and per the contract between the two cities, this represents an effective increase of 2.4% in water rates to Humble residents and businesses; and

WHEREAS, the governing body of the City of Humble, Texas deems it a necessity to increase the current water and sewer rates for residential and commercial customers; now, therefore

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUMBLE TEXAS:

Section 1: That the Residential Water Rates shall be:

0 to 3,000 Gallons: \$14.19

Per 1,000 Gallons

Over 3,000 Gallons: \$2.39

That the Residential Senior Citizens Water Rates shall be:

0 to 5,000 Gallons: \$5.12

Per 1,000 Gallons

Over 5,000 Gallons

Under 10,000 Gallons: \$1.93

Per 1,000 Gallons

Over 10,000 Gallons: \$2.39

That the Commercial Water Rates shall be:

Size of Tap	0 to 3,000 Gallons	Per 1,000 Gallons Over 3,000 Gallons
5/8" – 3/4"	\$24.20	\$4.56
1"	\$35.16	\$4.56
1 1/2"	\$63.17	\$4.56
2"	\$97.58	\$4.56
3"	\$143.43	\$4.56
4"	\$172.08	\$4.56
6"	\$229.40	\$4.56
8"	\$286.70	\$4.56
Greater than 8"	\$343.80	\$4.56
Bulk Water	\$86.07	\$6.18

That the Residential Sewer Rates shall be

0 to 3,000 Gallons:	\$29.18
Per 1,000 Gallons Over 3,000 Gallons:	\$1.41

That the Commercial Sewer Rates shall be

Size of Tap	0 to 3,000 Gallons	Per 1,000 Gallons Over 3,000 Gallons
5/8" – 3/4"	\$39.29	\$4.37
1"	\$44.90	\$4.37
1 1/2"	\$61.74	\$4.37
2"	\$78.57	\$4.37
3"	\$95.42	\$4.37
4"	\$123.47	\$4.37
6"	\$157.15	\$4.37
8"	\$220.26	\$4.37
Greater than 8"	\$280.63	\$4.37

That the Residential Water Tap Fees shall be

Section 2: That the aforementioned adjusted residential and commercial water rates and sewer rates shall be charged and shall be effective as of August 1, 2023.

PASSED, APPROVED, AND RESOLVED this the 13th day of July, 2023.

APPROVED:

Norman Funderburk
Mayor

ATTEST:

Maria Jackson
City Secretary

Council Meeting
July 13, 2023
Agenda Item #7

Interlocal Agreement between the
City of Humble and the
Harris-Galveston Subsidence District



City of Humble - Public Works
ATTN: Mark Arnold
102 Granberry ST
Humble, TX 77338
marnold@cityofhumble.net

June 27, 2023

Dear Mark,

Thank you for supporting the Harris-Galveston Subsidence District's ("District") Water Conservation School Program for the 2022-2023 school year. Your sponsorship and delivered our award-winning school program to over 20,000 elementary students in Harris and Galveston counties! In addition, your sponsorship helps support the District's Grant program and the WaterMyYard program. These programs help our region prevent land subsidence through direct water conservation efforts. For more information, please visit www.hgsubsidence.org.

Enclosed is the 2023-2024 interlocal agreement. Please sign the interlocal agreement, and return via email by August 4, 2023.

A typical elementary class in our program includes 100 students. To ensure the entire class can participate in the full program, the interlocal agreement requires sponsorship of a minimum of 50 students. If a sponsor requires a specific school or co-sponsors with another entity for a specific school, a minimum commitment of 100 students is required.

If the preferred school does not sign up for the program by January 12th, the sponsor will not be invoiced or issued groundwater conservation credits. As an alternative option, interlocal agreements sponsoring 50 or more students will be honored with the understanding that they may support any school within the District or the Water Conservation Program.

In addition to the School Program, the District maintains the SmarterAboutWater.org website as a water conservation resource for our region. Please share this resource with your community to help our region be smarter about water.

Sincerely,

A handwritten signature in blue ink, appearing to read "Denise Ma".

Denise Ma
Water Conservation Program Coordinator
dma@subsidence.org



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into by and between the Harris-Galveston Subsidence District, a body corporate and politic under the laws of the State of Texas ("Subsidence District") and City of Humble, also a body corporate and politic under the laws of the State of Texas ("Sponsor").

WITNESSETH:

WHEREAS, the Subsidence District is the regulatory agency responsible for preventing subsidence through reduction of groundwater withdrawals governed by Chapter 8801, Special District Local Laws Code, which specifically provides that the Subsidence District may cooperate with "any local government to establish water conservation goals, guidelines, and plans to be used within the district"; and

WHEREAS, the Subsidence District cannot achieve water conservation goals without the cooperation and assistance of the public water supply systems; and

WHEREAS, the Subsidence District has designed a Water Conservation Education Program to increase water conservation awareness and activity primarily through education of elementary and intermediate students along with other water conservation program objectives and initiatives; and

WHEREAS, education in water conservation methods and technology has been demonstrated as an effective means of reducing water demand in households and businesses; and

WHEREAS, the education of elementary and intermediate students in the District's Water Conservation Education Program has been tested in area schools; and

WHEREAS, the plumbing retrofit devices used as part of the elementary and intermediate school education program have been tested in the Harris County Municipal Utility District No. 55,

jointly sponsored by that district, the Texas Water Development Board, and the Subsidence District, and have demonstrated an average savings of 1,400 gallons of water per month per kit utilized and properly installed; and

WHEREAS, the Sponsor is also dedicated to conserving water supplies and providing outstanding service to their customers and taxpayers; and

WHEREAS, the governing bodies of the Subsidence District and the Sponsor have duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to Chapter 791, Tex. Gov. Code, the Interlocal Cooperation Act.

NOW THEREFORE, for and in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

I.

PROGRAM ADMINISTRATION

1.01 The Subsidence District will coordinate the Program by establishing and maintaining programs designed to achieve reductions in water demand in municipal, industrial, commercial, educational, agricultural, recreational, and household use. In-school water conservation education programs may include:

- (A) providing school curriculum and home retrofit kits, including the teacher's guide, teaching aids, internet supporting materials, and web-based applications, to area schools.
- (B) providing training to teachers and all support functions such as slide presentations, video presentations, publications, and program outlines;
- (C) conducting an evaluation of the program, collecting and analyzing voluntarily provided evaluation forms from teachers, students, administrators, and parents, and provide the evaluation results to the Sponsor; and
- (D) providing information related to other water conservation program objectives and initiatives.

1.02 The Subsidence District shall provide water conservation credits as follows:

- (A) The Sponsor shall receive a Certificate of Deposit water conservation credit equal to 84,000 gallons of groundwater for each Program sponsorship.
- (B) The Sponsor may hold, transfer, sell, or redeem the Certificates of Deposit at any time, provided, however, that the Certificates of Deposit will be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.
- (C) Redemption of the Certificate of Deposit requires the Subsidence District to increase the redeemer's permitted groundwater allocation by the amount of the water conservation credit by a maximum of 30% of the permittee's total water demand. This absolute right to increase the groundwater allocation by up to 30% of the permittee's total water demand does not in any way affect the other terms and conditions of the groundwater permit and all groundwater withdrawals will be subject to the permit fees and other rules of the Subsidence District in effect at the time of the permit.

1.03 The Subsidence District shall perform all coordination activities without additional charge to the Sponsor.

II. PAYMENT

2.01 The Sponsor agrees to 250 sponsorships for the Program for one year from the date of the execution of this Agreement.

The Subsidence District agrees to pursue sponsorships at any schools in Humble ISD.

If the Subsidence District is unable to obtain sponsorships at the preferred school by January 12, 2024, the Sponsor agrees to sponsor the agreed number of students either at any school needing sponsorship or when all enrollments have been fulfilled sponsor the Water Conservation Program.

2.02 The Sponsor hereby agrees to pay to the Subsidence District, promptly upon receipt of an invoice from the Subsidence District, the total amount due, which is equal to \$38.00 per sponsorship. The above payment shall provide sponsorship for one year.

2.03 Upon renewal of this Agreement, the Sponsor may seek to adjust the number of sponsorships by providing a written request to the Subsidence District.

2.04 The Sponsor warrants that funds to support this program have been budgeted for the current fiscal year and will continue to be budgeted each year this Agreement is renewed.

2.05 This cost represents the sole monetary obligation of the Sponsor in exchange for and in consideration of the Subsidence District's obligations hereunder.

III.

TERM AND TERMINATION

3.01 The term of this Agreement shall be from the effective date hereof for the 2023-2024 academic year until termination by non-renewal by the Sponsor or termination of the program by the Subsidence District. This Agreement may be renewed annually with written authorization of the Sponsor and approval of that authorization by the General Manager of the Subsidence District.

3.02 The Certificates of Deposit in the Groundwater Bank shall be transferred to the custody of the Sponsor upon receipt of payment from Sponsor, and shall be honored by the Subsidence District for no longer than 20 years after the date the Certificate of Deposit is issued.

IV.

MISCELLANEOUS

4.01 Subsidence District is engaged as an independent contractor, and all of the services provided for herein shall be accomplished by Subsidence District in such capacity. The Sponsor will have no control or supervisory powers as to the detailed manner or method of the Subsidence District's performance of the subject matter of this Agreement. All personnel supplied or used by the Subsidence District shall be deemed employees or subcontractors of the Subsidence District and will not be considered employees, agents or subcontractors of the Sponsor for any purpose whatsoever.

4.02 Each party to the contract is paying for the performance of the contract from current revenues and will pay for each subsequent year this Agreement continues from the revenues budget for that year. The parties agree that each party is paying fair compensation for the services or products rendered.

4.03 This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous with the execution hereof.

4.04 The Subsidence District may not assign or delegate any portion of its performance under this Agreement without the written consent of the Sponsor.

4.05 The Subsidence District shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including the obligation to honor Certificates of Deposit in the Groundwater Bank as provided in Section 1.02.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below. This Agreement shall be effective on the date of the last signature hereto.

SPONSOR

By: _____ (Title)

ATTEST:

By: _____
(Title)

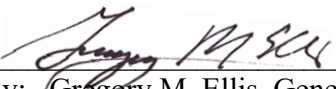
Date: _____

HARRIS-GALVESTON SUBSIDENCE DISTRICT



By: Michael J. Turco, General Manager

ATTEST:



By: Gregory M. Ellis, General Counsel

Council Meeting
July 13, 2023
Agenda Item #8

Agreement between the
City of Humble and Dunham Engineering



Dunham Engineering, LLC
an HMT Company
6102 Imperial Loop
College Station, TX 77845
Phone: (979) 690-6555

Letter of Agreement for
Proposal # 275-23-0108

This is an Agreement made as of _____, 2023 between The City of Humble, Texas hereinafter known as the OWNER and Dunham Engineering, LLC. of College Station, Texas hereinafter known as the ENGINEER.

The OWNER intends for the ENGINEER to perform professional engineering service in the design and construction inspection of the WORK.

The WORK is defined as the complete rehabilitation of the 1,000,000 Gallon Well #9 Ground Water Storage Tank located at approximately 7950 Carpenter Road, Humble, Texas.

WORK includes the complete rehabilitation of the interior and exterior of the tank. Engineer's preliminary opinion of probable construction cost to perform the above WORK is \$432,000. Total estimated project cost including engineering and construction management is \$496,800.

PHASE I - DESIGN

The ENGINEER agrees to prepare the design, produce engineering plans and specifications, prepare the contract documents, advertise for bids to selected contractors and recommend award of a lump sum construction contract to complete the WORK for the OWNER.

The ENGINEER agrees to provide a draft set of contract documents to the OWNER for review and approval no later than 30 days from the date of the Agreement.

The ENGINEER agrees to finalize the documents and advertise the WORK to selected contractors for bid within 30 days after receipt of OWNER'S comments and approval.



The ENGINEER agrees to assist the OWNER in opening and reviewing bids and recommending a contractor for award.

PHASE II- CONSTRUCTION

The ENGINEER agrees to periodically inspect the contractor during the construction period to ensure contract compliance.

The ENGINEER agrees to process Contractor progress payments and recommend payment by the OWNER.

The ENGINEER agrees to prepare and process Contract Change Orders as required during the course of the construction contract.

The ENGINEER agrees to conduct a final inspection of the WORK and to recommend final payment for the CONTRACTOR when the WORK is completed.

The ENGINEER agrees to schedule and conduct a one year warranty inspection of the WORK prior to the end of the warranty period and to coordinate completion of any required warranty repairs. Warranty inspection will be billed separately at the time it is performed.

In consideration of the above services, the OWNER agrees to compensate the ENGINEER in accordance with the following schedule:

Phase I - Design

- Total fee of \$43,200 - Partial payments due as follows:
 - 50% due when DRAFT documents are provided.
 - 50% due when FINAL documents are provided.

Phase II - Construction

- Total fee of \$21,600 - Partial payments due as follows:
 - 50% due when contractor mobilizes to start work.
 - 50% due when contractor achieves substantial completion.

The ENGINEER agrees that total fees will not exceed \$64,800 without prior approval from the City.



Jeff Leubner
Dunham Engineering Sales Manager
Cell: 832.745.2043
Email: Jeff.Leubner@hmttank.com

OWNER

By: _____

Date: _____

Council Meeting
July 13, 2023
Agenda Item #9

**Engineering Services Contract for the
2023 Drainage Improvements Project**



June 30, 2023

Mr. Mark K Arnold
Director of Public Works
City of Humble
102 Granberry St
Humble, Texas 77338

Re: Proposal for Engineering Services for the 2023 Drainage Improvements Study

Dear Mr. Arnold:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for performing a drainage study, environmental services, topographical survey and geotechnical services for the above referenced project. The proposal is based on our conversations held with the City on this project. For your convenience, this proposal consists of Project Understanding, Scope of Services, Fee Summary, Schedule, Invoices, and Terms and Conditions.

PROJECT UNDERSTANDING

The City of Humble (City) currently has two drainage channels that it would like to improve. HDR Engineering Inc. (HDR) has been selected to provide professional engineering services to address these issues. These channels are identified as Harris County Flood Control District (HCFCD) channels and are as follows:

HCFCD Unit G103-44-00 (7th St. to FM 1960)

Based on field observations and data provided by the City, the channel is overgrown and lacks sufficient capacity to convey flood waters during significant storm events (greater than approximately 10% AEP). The channel is also difficult to maintain due to access and space limitations, steep side slopes, and overgrown vegetation. According to FEMA Flood Insurance Rate Map Panel No. 48201C0295M dated June 9, 2014, the channel is an unstudied tributary of the West Fork of the San Jacinto River, and the project location lies outside the mapped Special Flood Hazard Area.

HCFCD Unit G103-43-04 (Treble Dr. to Country Village Blvd)

Based on field observations and data provided by the City, the channel lacks sufficient capacity to convey flood water during significant storm events (greater than approximately 10% AEP). The channel is also difficult to maintain due to access limitations, lack of maintenance berms, steep side slopes, and overgrown vegetation. The City also stated that Sharon Dr. frequently becomes inundated

with flood waters where it crosses Tributary G013-43-04.1. According to FEMA Flood Insurance Rate Map Panel No. 48201C0505M dated June 9, 2014, the project location lies partially within the 0.2% annual chance (SFHA Shaded Zone X) floodplain. HCFCD Unit G104-43-00 is a FEMA-studied tributary of the West Fork of the San Jacinto River, and its limit of study extends to the confluence of G103-43-00, G103-43-03, and G103-43-04, just west of Derrick Dr. The project location is outside the limit of the detailed FEMA study.

The purpose of this study is to identify improvements, coordinate with HCFCD, refine project parameters, and provide a budgetary cost for the city.

SCOPE OF SERVICES

1. Survey Services

- Landtech, Inc. will be performing topographic survey on HCFCD Unit No. G103-44-00 and G103-43-04 (approximately 4,100-feet) on 100-foot cross sections.
- One Call will be performed to identify private utility companies' location in the field and collect with the survey data.
- All sizes, materials, and flow line elevations of all crossing sewers (sanitary and storm). All water valves shall be identified including a measure down to the top of the nut.
- The survey will include approximate right-of-way based on found pens located at property corners and found easement locations.
- Establish control points placed every 1,000 feet (minimum of three) and locations of proposed geotechnical bore holes.
- Research existing easements within the project limits on G103-44-00 (7th Street to FM 1960).

2. Geotechnical Investigation Services

- Geotest Engineering, Inc. will perform the geotechnical investigation services for the project.
- Boring locations shall be spaced at a maximum spacing of 500' intervals for a total of ten (10) bores for a total of one hundred sixty (160) vertical feet.

- A geotechnical report will be provided that includes recommendations for channel side slopes and concrete channel lining, groundwater control, bedding and backfill (including wet condition), concrete paving design, storm sewer, sanitary sewer, water lines, and trench safety recommendations.
- The information provided in the geotechnical report will include boring logs and test data, ground water conditions, and general earthwork recommendations.

3. Environmental Study

- **Compile Preliminary Site Information**
 - a. HDR will conduct a desktop environmental constraints review of existing data in order to identify potentially significant environmental features or concerns within the study corridors for the two channels. The study corridor will be the length of each channel as listed in the table below, plus a 50-foot buffer from either side of the channel line using the image provided by the City of Humble on May 17, 2023.

Draiage Channel Name	Approximate Channel Length (approximate feet)
G103-44-00	900
G103-43-04	3,300

b. Key Assumptions

1. This evaluation will be limited to the review of readily available online data sets, such as Natural Resources Conservation Service soil surveys and Web Mapper, historic aerials, National Register of Historic Places (NRHP) database, National Wetland Inventory maps, the Texas Historical Commission Site Atlas, Google Earth aerial imagery, Federal Emergency Management Agency maps, County and City permitting department websites and threatened and endangered species data (i.e., U.S. Fish and Wildlife Service database search).
2. Anticipated desktop cultural resource work is limited to a database search and evaluation of existing documented site records in the vicinity of the project and probability of potential adverse effects to a NRHP designated site in accordance with Section 106 of the National Historic Preservation Act. If an on-site pedestrian survey or supplemental testing

for cultural resource sites is recommended, a supplemental scope and fee will be required.

- **Site Investigation and Delineation of Waters of the U.S., including Wetlands**

- a. Two environmental scientists from HDR will conduct a wetland delineation and environmental survey at the location of each channel to determine potential presence of regulated environmental resources, including protected species habitat and waters of the United States, and to identify other potential environmental existing conditions within the study corridor. The wetland delineation will be conducted in accordance with the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual; Atlantic and Gulf Coastal Plain Region, the 1987 Corps Wetland Delineation Manual and the Galveston District*. During the investigation, HDR will use Global Navigation Satellite System (GNSS) technology to gather data with sub-meter horizontal accuracy for the project site.

- b. Key Assumptions

1. All work will occur within the limits of the proposed study corridor, as described in Task 7.1. The City will coordinate right-of-access with property owners along the channel prior to the site investigation. The City will provide HDR with a Right-of-Access letter and a project statement that can be given to property owners, in the event HDR employees are questioned by property owners during the site investigation.
2. HDR assumes up to one mobilization for up to two, 10-hour workdays, not including travel.
3. No more than 10 data forms/data points will be collected during the field mobilization.
4. Because USACE notification and/or request for a jurisdictional determination is not included in this scope of work, flagging wetland and stream boundaries in the field is also not included in this scope of work. If it is determined that USACE notification is required, a separate mobilization could be conducted under a supplemental scope and fee immediately prior to the USACE site visit to delineate the boundaries impacted by the proposed project with flags according to USACE Requests for Jurisdictional Determination guidance.

5. Wetlands and streams will not be evaluated with a functional assessment as prescribed by the USACE Galveston District under this scope and fee. If it is determined a permit application will be submitted, this work could be conducted under a separate permitting scope and fee once the recommended limits within the study area have been identified. The study area would be refined to the area of direct impact based upon 30% engineering design drawings.
- **Preparation of Permitting Strategy Memo, Delineation of Waters of the U.S., Including Wetlands Report and Cultural Resources Letter of Memorandum**
 - a. Following the site investigation, HDR will use the data collected during Tasks 7.1 and 7.2 to prepare a Permitting Strategy Memo, Delineation of Waters of the U.S., including Wetlands Report, and Cultural Resources Letter of Memorandum for the study area.
 - b. For Cultural Resources Letter of Memorandum, HDR to perform a literature and records review for the proposed project area. HDR cultural resources staff to consult the Texas Historical Commission's online Texas Archeological Sites Atlas to locate previously recorded cultural resources, including those listed in the National Register of Historical Places (NRHP), State Antiquities Landmarks (SALs), Official State of Texas Historical Markers (OTHMs), Recorded Texas Archeological Landmarks (RTHLs), cemeteries, and local historic landmarks. In addition, HDR to review historical maps, soil, and geological data, as well as historical aerial photographs of the project area. These data to be analyzed and results provided in a letter of memorandum along with recommendations, based on the findings and the project description, whether additional field study may be necessary in order to comply with local, state, or federal regulations.
 - c. Key Assumptions
 1. HDR assumes the Delineation of Waters of the U.S., Including Wetlands Report will include the following information:
 - i. A narrative of existing environmental conditions, including hydrology, soils and vegetation;
 - ii. Stream and wetland determination data forms;
 - iii. Representative photographs of the study corridor;
 - iv. a location map, a soils map, a topographic map, Federal Emergency Management Agency (FEMA) floodplain map and

a waters of the U.S. map with recent aerial imagery as a base map.

2. HDR will provide a Permitting Strategy Memo, with the delineation report as an attachment. The memo will include the following information:
 - i. a summary of noteworthy environmental constraints to consider, including cultural resources and federally protected species;
 - ii. a list of potential agencies involved in the permitting process;
 - iii. a permitting strategy recommendation, including the anticipated permits to be required and approximate lead time for obtaining those permits;
 - iv. a recommendation of additional surveys to be completed (i.e., Phase I ESA, Cultural Resources Survey, etc.).
3. HDR will also provide the City of Humble with the shape files of the waters of the U.S. delineated during the site investigation.

- **Phase I Environmental Site Assessment**

- a. HDR will perform two Phase I Environmental site assessments, one for each channel. Based on preliminary research with HCAD and city GIS, Channel G103-43-04 is assumed to have an easement and consist of one parcel and landowner (public). The Channel G103-44-00 corridor is assumed to consist of three parcels and landowners. The inclusion of parcels beyond these identified may require additional scope and fee.
 1. HDR will identify Recognized Environmental Conditions (RECs) that either currently exist or may have existed (i.e., historic) on or around the Site as defined under the ASTM Method E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM Standard).
 2. Utilize a database research firm to provide a regulatory database search of the Site and surrounding properties that will include: federal standards, state standards, federal supplemental, state supplemental, and local and brownfields databases within the regulatory minimum-search distance of the property, as defined by the ASTM Standard. If available, the database report will also include Sanborn, city directory, and historical topographical maps. If necessary, HDR will

complete further analysis of sites listed in the database that, in the view of an HDR environmental professional, may pose an impact to the Site. The scope of work proposed herein includes up to four hours of desktop in-office records review. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, additional scope and fee would be required. HDR assumes that file reviews can be completed remotely and electronically. If HDR is required to review extensive documents on a project at the appropriate federal or state agency, additional scope and fee would be required. Complete historical land-use research, which is reasonably ascertainable as stated in the ASTM standard, such as aerial-photograph review, USGS 7.5-minute topographic maps, fire-insurance maps, and local street-directories search.

3. Review regional and local geology/soil conditions.
4. Review site-related floodplain maps.
5. Perform a site reconnaissance of the property and surrounding properties. The site reconnaissance will be conducted in order to observe any potential RECs located on the Site or surrounding properties. The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way. The site inspection will also be recorded with a Site Reconnaissance Questionnaire that will document the general site setting and exterior observations (if applicable and available).
6. Conduct interviews with the property owner and people with knowledge of the property as appropriate. Interviews will be limited to a total of four parcels as described above. A narrative will be prepared to document the past use(s) of the property. If additional interviews are deemed necessary, a supplemental scope and fee may be required.
7. Interviews will be conducted, as appropriate, with local government officials who may have specific information on the property, including the local fire department, health department, and planning department, to determine any additional information on the historical land usage of the property and surrounding properties.
8. A site visit by two HDR professionals will be completed.

9. HDR will prepare one draft and one final copy of a Phase I Environmental Site Assessment report (for each channel) that complies with the All-Appropriate Inquiries standard as found at ASTM E1527-21, except as noted below. The report will include opinions and/or recommendations of the environmental professional.
10. City of Humble to provide a site map or survey of the property and a title abstract report, if available, identifying the parcel(s) that are the subject of this site assessment. If more than four parcels are identified, additional scope and fee may be required.
11. City of Humble to arrange full Site access for HDR and provide contact information for Site owners that may be aware of Site's history.
12. City of Humble will provide information regarding environmental liens on the property.
13. No invasive site work, quantitative chemical analysis, asbestos, lead-based paint, components of building materials, radon, wetlands, archaeological or threatened & endangered species reviews are included in the scope of this ESA.
14. The ASTM Standard currently requires a real-estate assessment to be completed in the event there is a significant devaluation of the subject property due to an environmental condition. HDR's professional services do not include this assessment, and this will be noted as an exception to the ASTM Standard.
15. This task covers the Phase I ESA only and does not include any services related to additional investigation of any portion of the Site and/or Phase II ESA services.
16. The ASTM Standard defines the "Shelf Life" for Phase I Reports as 180 days. If closing has not occurred within 180 days. An update of the Phase I ESA may be required.
17. Reliance letters may be provided at additional cost.

- **General Environmental Study Assumptions**

- a. Because permitting is not included as a Task in this Scope of Services, costs associated with developing and submitting a permit application, including permit application fees (if any) and agency coordination, are not included in the fee estimate for this Scope of Services. An Approved or Preliminary Jurisdictional Determination (AJD, PJD) submittal is also not included in this scope of services. If these become necessary, HDR will prepare a scope, schedule, and budget for these additional services if requested by the City of Humble.
- b. No NEPA reports/studies are included in this scope of services.
- c. With City of Humble as the client, reports will not require adherence to HCFCD Regulatory Compliance Report Guidelines.
- d. HDR will only contact Federal, State, and local permitting entities, if necessary, to determine a clear understanding of the regulatory environment, project impact thresholds, and existing agreements between jurisdictional agencies, in an effort to develop a permit strategy recommendation for the channels.
- e. HDR will not perform project-specific agency coordination under this scope of services.
- f. HDR will prepare a brief permitting strategy recommendation for inclusion in the Permitting Strategy Memo, based upon existing conditions within the study area. This recommendation will be developed with design and construction information available at the time; thus, it is preliminary and based on utilizing avoidance and minimization measures of the protected resource(s) present at the channel. The reports will use regulatory rules and definitions currently in place at the time the reports are written, and no revisions / responses to comments are included in this scope and fee for any of the deliverables.
- g. This scope of work does not include coordination with utilities and private landowners, nor does it include acquiring any easement(s) from

the State of Texas or others (assumed to not be necessary or acquired by the City real-estate department).

- h. HDR assumes no additional field work will be required. If additional survey work is determined to be required (e.g., Phase I ESA, cultural survey, or supplemental testing for cultural resource sites), HDR could perform this task through a separate Task Order.
- i. Although not anticipated to be necessary due to the currently disturbed nature of the project area and the nature and condition of the existing drainage, presence/absence surveys for threatened/endangered species are not included in this scope. If these become necessary, HDR will prepare a scope, schedule, and budget for these additional services if requested.
- j. Up to two Environmental Scientists will participate in up to two conference calls with the City of Humble to discuss the permitting for the project, as needed.

- **Deliverables**

- a. One electronic copy of the Permitting Strategy Memo.
- b. One electronic copy of the Delineation of Waters of the U.S., Including Wetlands Report.
- c. One electronic copy of two Phase I Environmental Site Assessments (one for each channel).
- d. One electronic copy of the Cultural Resources Letter of Memorandum.

4. Drainage Study

- **Key Assumptions**

- a. The FEMA effective hydrologic (HEC-HMS) and hydraulic (HEC-RAS) models of HCFCD Units G103-44-00 and G103-43-00 will serve as the basis of modeling data for the project, as available. The rainfall data in

these models will be updated by HDR to reflect NOAA Atlas 14 rainfall data.

- b. The FEMA effective hydraulic (HEC-RAS) models for the project are one-dimensional (1D) using steady state flow. These models will be converted to 1D using unsteady state flow based on hydrographs to account for the potential loss of floodplain storage and compute potential increases in peak discharge rates at each respective confluence with the West Fork of the San Jacinto River.
- c. LIDAR topographic data developed in 2018 by the Houston-Galveston Area Council will be used to obtain cross-section elevation data for the subject channels outside the project limits. Within the project limits, topographic survey data obtained for detailed design will supplement LIDAR cross-section data.
- d. Culvert and bridge crossings of the subject channels outside the project limits will be inserted into the hydraulic models based on record drawings where available or based on field measurements taken by HDR.
- e. The proposed channel improvements will include concrete-lining, which will provide increased conveyance and floodplain storage reduction. These channel improvements may cause potential adverse impacts on downstream flow rates. Therefore, stormwater detention will be necessary to offset any potential adverse impacts

- **Data Collection & Task Management**

- a. **Task Management** Oversee the day-to-day management of the H&H task, prepare status reports, and other documentation, and maintain the task schedule. Implement QA/QC program for drainage analysis.
- b. **Data Collection & Review** Collect, update, and review pertinent and available information on the project, any previous analyses, the project site, and the surrounding region.
- c. **Field Visit to Site and Surrounding Area** Visit the project site to observe and document the condition of drainage facilities and existing drainage infrastructure.

- d. **Coordination with Harris County Flood Control District** Coordinate with HCFCD to understand and address their requirements for the project. Coordinate with the HCFCD MAAPnext team regarding existing conditions modeling data along HCFCD Units G103-44-00. Adjust the existing hydraulic model if and as needed based on MAAPnext feedback.
- **Hydrologic Analysis**
 - a. **Drainage Area Delineation** Define drainage areas based on record drawings, topographic data, and existing drainage infrastructure. Establish drainage boundaries and sub-watersheds as needed to provide hydrograph inputs to the G103-44-00 & G104-43-04 hydraulic model at appropriate locations.
 - b. **Existing Conditions Hydrology** Compute existing conditions flow rates and runoff hydrographs using HEC-HMS for project site for the 2-year, 10-year, 100-year, and 500-year storm events based on HCFCD Interim Guidelines and Criteria for Atlas 14 Implementation.
 - c. **Existing Conditions Hydraulics – Unit G103-44-00** Build pre-project conditions hydraulic model of HCFCD Unit G103-44-00 from confluence of West Fork of San Jacinto River (Unit G103-00-00) to 1st St. using HEC-RAS. Extend the FEMA effective model of Unit G103-44-00 and convert the model to 1D unsteady flow regime. Use LIDAR topographic data to cut cross-sections of channel, and augment cross-section data with topographic survey data obtained by the project surveyor. Compute water surface elevations for the 2-year, 10-year, 100-year, and 500-year storm events based on HCFCD Interim Guidelines and Criteria for Atlas 14 Implementation. Compute hydrographs at key points along Unit G103-44-00 using HEC-RAS hydraulic model.
 - d. **Existing Conditions Hydraulics – Unit G103-43-04** Build a pre-project conditions hydraulic model of HCFCD Unit G103-44-00 from confluence of West Fork of San Jacinto River (Unit G103-00-00) to Wilson Rd. using HEC-RAS. Extend the FEMA effective model of Unit G103-43-04 and convert model to 1D unsteady flow regime. Use LIDAR topographic data to cut cross-sections of the channel, and augment cross-section data with

topographic survey data obtained by the project surveyor. Compute water surface elevations for the 2-year, 10-year, 100-year, and 500-year storm events based on HCFCO Interim Guidelines and Criteria for Atlas 14 Implementation. Compute hydrographs at key points along Unit G103-43-04.

- e. **Development of Drainage Alternatives** Work with City staff to develop up to three (3) alternatives to satisfy project goals related to flood risk reduction, and space constraints. Channel improvements are proposed between FM 1960 and 7th St (C103-44-00) and between Treble Dr. to approximately Country Village Blvd (G103-43-04).
 - f. **Alternatives Analysis Modeling** Model three (3) alternatives on both sections (G103-44-00 and G103-43-04) by modifying the existing conditions model to reflect proposed improvements including channel improvements, and cross-drainage structure improvements. Re-run proposed conditions model to compute flood elevations and runoff hydrographs at key.
 - g. **Determination of Need for Detention** Compare pre-project and proposed runoff hydrographs on each section (G103-44-00 and G103-43-04) to determine the required detention volume to offset increases in peak discharge rates due to completion of the channel improvements for each of the three (3) alternatives.
 - h. **Mitigated Conditions Modeling** Modify proposed conditions model to include detention and other mitigation measures as required on each section (G103-44-00 and G103-43-04). Revise mitigation measures and modeling data to obtain acceptable results. Compute mitigated conditions hydrographs to determine if adverse impacts have been eliminated. Iterate until acceptable results are obtained.
- **Impact Analysis Preparation**
 - a. **Prepare Project Report** Prepare a report on each section (G103-44-00 and G103-43-04) that summarizes the results obtained for both channels. Include sufficient text, exhibits and modeling data output to adequately document the drainage analysis and results.

b. Address Harris County Flood Control District Review Comments

Address review comments from HCFCD to obtain approval of drainage analysis on each section (G103-44-00 and G103-43-04). Resubmit report to obtain approval from HCFCD

5. Project Report

- Compose report with all findings from the different tasks identified above.
- Provide OPCC for identified improvements for budgetary purposes.
- Identify section of ditch where easement will be required prior to construction.
- Budgetary cost for any identified potential cost of remediation.
- Calculated amount of required detention for the proposed improvements.
- Submit report to staff for review.
- Incorporate staff comments.
- Create power point presentation.
- Present finding to the City.

ADDITIONAL SERVICES

- Additional Services shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services.
- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the City's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
- Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
- Due to the unknow amount of improvements to the drainage channel, impacts to receiving channels will not be known until the completions of the modeling

efforts and approval by HCFCD. Scope and fee for the design effort required for mitigation/detention is not included in this proposal. An amendment will be issued with the additional level of effort at a later time once the magnitude of the required solutions for mitigation/detention are identified.

- Currently it is not known if proposed improvements will be required to roadway crossings for this project to be replaced (bridge or culvert). No fees have been included for these designs or construction phase services. If it is determined that a replacement of a roadway crossing is required, an amendment with the additional level of effort will be submitted.
- Survey (metes and bounds or topographical) and additional geotechnical services required for acquisition or design for mitigation effort is not included in this fee. If it is determined in the drainage study that detention is required and additional survey services are required, HDR will provide an amendment to the additional services.
- Construction material testing cost is not included in this proposal. City shall be responsible for any material cost associated with this project
- Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR.

FEE SUMMARY

2023 Drainage Improvements

Surveying Services (Subconsultant's cost plus 10%):	\$ 32,560
Geotechnical Services (Subconsultant's cost plus 10%):	\$ 37,060
Environmental Study (Lump Sum):	\$ 57,840
Drainage Study (Lump Sum):	\$ 199,450
Project Report & Presentation (Lump Sum):	\$ 10,000
Total Fee:	\$ 336,910

SCHEDULE

It is estimated that the schedule to accomplish the above identified task will take approximately eleven (11) months from the date of authorization to proceed.

INVOICES

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

TERMS & CONDITIONS

The terms and conditions between the City and the HDR for this proposed project are attached as Attachment A.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City.

Sincerely,

HDR ENGINEERING, INC.



David Weston
Vice President/Area Manager

Approved:

Authorized signature on behalf of the City of Humble:

Printed Name: _____

Title: _____

Date: _____

Attachment A

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

Council Meeting
July 13, 2023
Agenda Item #10

Approval of Bid #2023-07 for the
LCRR Water Service Line
Material Inventory Project



May 31, 2023

Mayor and City Council Members
City of Humble
114 W. Higgins
Humble, Texas 77338

Re: Letter of Recommendation for the LCRR Water Service Line Material Inventory Project
City of Humble, Texas
RFP 2023-02

Dear Mayor and City Council Members:

On May 24, 2023, the City received three (3) bids for the above referenced project. The project was bid with a single item for identification and field data collection of water service line material of approximately 4,000 water meters in the City in response to the Lead and Copper Rule Revisions (LCRR) issued by the USEPA on January 15, 2021. The following is a summary of our bid evaluation.

1. Bid Tabulation Sheet – Three (3) firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. An error was discovered on one of the bids which provided unit pricing for two different quantities of meters (3,000 single meters and 1,000 dual meters). The average unit price for the total bid of 4,000 meters was calculated and included in the attached bid tabulation. The errors did not affect the order of the bids. The project recommended for award is for the Total Bid. The bids for the project are as follows:

Contractor	Total Base Bid (Drainage, Tree Protection and Supplemental Items)
RJN Group, Inc.	\$92,000.00
Colliers Engineer & Design	\$160,000.00
LJA Environmental Services	\$175,000.00 - \$250,000.00

A copy of the bid tabulation is attached in Section 1 of this report.

2. Qualifications – RJN Group, Inc. included a Statement of Qualifications with their bid package outlining their experience completing asset inventories, TCEQ expertise,



knowledge of GIS, ownership of digital tablets for data collection integration into GIS, and safety certifications (OSHA Safety, Traffic Control, Confined Spaced, and First Aid). They also note that their crews will be properly identified with company identification, logos, safety gear, and in logo-ed vans for easy recognition by residents.

A copy of their Statement of Qualifications is attached in Section 2 of this report.

The RJN Group, Inc. appears to be a responsible firm, experienced in asset data collection, and should be capable of performing the specified work in a satisfactory manner. For these reasons listed above, HDR recommends that the City of Humble award the LCRR Water Service Line Material Inventory project to the RJN Group, Inc.

If you have any questions, please feel free to contact us.

Sincerely,

HDR Engineering, Inc.



Joseph Moore, P.E., CFM
Project Manager

SECTION 1

City of Humble, Texas
LCRR Water Service Line Material Inventory Project
HDR Job No. 10361770
Bid Opening: May 24, 2023 2:00 PM

Item	Item Description	Unit	Quantity	Low Bidder		Colliers Engineer & Design		LJA Environmental Services			
				RJN Group, Inc.		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT		
1	Identification and field data collection of water service line material on both customer and City side to categorize material as required by the TCEQ in response to the Lead and Copper Rule Revisions (LCRR) issued by the USEPA on January 15, 2021 including all necessary costs for vehicles and transportation, training personnel, mobile devices with cellular data, industry-standard safety procedures and plans, traffic control, project schedule, and insurance, the sum of:	EA	4,000	\$ 23.00	\$ 92,000.00	\$ 40.00	\$ 160,000.00	\$43.75- \$81.75	\$175,000.00- \$250,000.00		
Total Bid:					\$ 92,000.00		\$ 160,000.00		\$175,000.00- \$250,000.00		


Represents Error Corrected by Engineer

SECTION 2

EXHIBIT B
CONTRACTOR BID

CITY OF HUMBLE - RFP 2023-07					
BID PROPOSAL					
BIDDER:					
Bid Item No.	Item Description	Unit	Quantity	Unit Price	Total
1	Identification and field data collection of water service line material on both customer and City side to categorize material as required by the TCEQ in response to the Lead and Copper Rule Revisions (LCRR) issued by the USEPA on January 15, 2021 including all necessary costs for vehicles and transportation, training personnel, mobile devices with cellular data, industry-standard safety procedures and plans, traffic control, project schedule, and insurance, the sum of:	EA.	4,000	\$23.00	\$92,000.00
TOTAL BID:					\$92,000.00

SUBMITTED BY: RJN GROUP, INC.



Jose D. Maldonado, P.E.
Vice President

Date: 5/22/23



STATEMENT OF QUALIFICATIONS

Established in 1975, RJN is an employee-owned professional engineering and specialty field services corporation focused on providing cost-effective and innovative water infrastructure solutions; always driven by client goals. With 160 nationwide engineering professionals and over 2,135 projects completed, our engineers have the experience to meet the unique challenges of inventory building, and assessment and design project.

48
years delivering
infrastructure solutions

287.5M
linear feet of
pipeline assessed

9.43M
linear feet of
pipeline designed

\$395M
worth of constructed
pipelines and assets

WHY RJN?

Asset Inventory Experience

RJN has worked for multiple cities to create asset inventories throughout the country, including the communities in the Texas Gulf Coast. We understand how critical an accurate GIS asset inventory is for regulatory compliance and maintenance and planning efforts.



TCEQ Expertise

Our project team possesses ample experience with delivering projects driven by regulatory requirements, especially TCEQ. We have worked with a number of Texas Gulf Coast helping to acquire funding for Lead Service Line Inventory (LSLI) programs.



Teaming Partners

RJN has partnered on multiple successful projects with HDR and have a great working relationship with the HDR staff.



SERVICES

Our engineers provide full life cycle project delivery, from planning through construction phase.

Analyze

- Condition field investigations and assessments
- GIS/asset survey, mapping, and integration

Plan

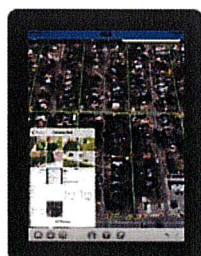
- Asset management
- Regulatory and funding assistance
- Master and capital planning

Design and Construct

- Pipeline design
- Lift and pump station assessments and design
- Construction phase engineering

DATA COLLECTION SOLUTIONS

RJN field professionals utilize innovative and emerging technologies to conduct water asset and service line materials surveys. Materials, general conditions, and GPS coordinates are captured using digital tablets at every site. Field data is transmitted to our data management platform



daily and asset inventory details are stored by GPS location making integration with GIS platforms seamless.

RJN inspectors hold all necessary safety certifications, including confined space entry and rescue, OSHA 10-Hour, first aid, and work zone traffic control.

Our crews will be easily recognizable when conducting surveys. They travel in logo-ed vans, wear company-logo-ed safety gear, and carry RJN identification cards.



SERVICE LINE MATERIAL INVENTORY

We will use ArcGIS tools to manage results from the gap analysis to support predictive modeling and build a complete asset inventory. Per TCEQ recommendations, the following data will be managed for the inventory:

- Address
- GPS coordinates
- Ownership (single or split)
- Description of the entire service line
- Service line installation date
- Material classification

The final material categorizations will adhere to TCEQ/EPA requirements and will include:

- **Lead:** Any portion of the service line is known to be made of lead.
- **Galvanized Requiring Replacement (GRR):** The service line is not made of lead, but a portion is galvanized.
- **Non-Lead:** All portions of the service line are known not to be lead or GRR through an evidence-based record, method, or technique.
- **Lead Status Unknown:** The service line material is not known to be lead or GRR. For the entire service line or a portion of it (in cases of split ownership), there is not enough evidence to support material classification.

Our team can also document school, daycare, and healthcare facility locations to support potential future sampling efforts.

KEY TEAM LEADER CREDENTIALS



Jose Maldonado, PE Project Manager

Experience: 22 years
PE—Texas #96705

Jose Maldonado offers well-rounded experience centered on inspecting, inventorying, studying, and improving the performance of municipal collection and distribution systems. As an experienced project manager, Jose has led water and wastewater service inventory mapping, SSO mitigation programs, master planning, asset management, and design programs to improve gravity and pressure pipeline systems, lift stations, and treatment facilities.

Local experience: Assessment and design projects with Houston, Victoria, Friendswood, League City, San Leon MUD, Austin, and San Antonio Water System..

Specialty Certifications

- NASSCO PACP/LACP/ MACP #U-1216-07004963
- 4-Hour Work Zone Traffic Control
- Confined Space Entry
- First Aid, CPR & AED



Antonio Castelan

Field Manager

Experience: 7 years

Tony Castelan is an experienced field supervisor and safety leader. He serves on RJN's corporate safety committee and as a project safety liaison and field manager, ensuring RJN field safety standards are strictly followed when conducting investigations. He has completed rigorous in-house and specialty training for manhole inspections, smoke testing, dye testing, flow monitoring, pressure pipe inspections, and CCTV inspection services. Tony holds current OSHA-compliant safety certificates and industry-accepted NASSCO certifications.

Local experience: Field investigation services for Houston, League City, Victoria, Austin, and San Antonio Water System.

Specialty Certifications

- NASSCO PACP/LACP/ MACP
#U-217-07006945
- OSHA 10-Hour Safety Certification
#27-006055847
- 4-Hour Work Zone Traffic Control
- Confined Space Entry and Rescue
- First Aid, CPR & AED



Bobby Barker

Lead GIS Analyst

Experience: 7 years

Bobby Barker specializes in data analysis, management, and GIS development and data integration for sewer, water, and drainage systems. He has developed customized field data entry tools and performed data QA/QC and gap analyses to verify the accuracy of GPS survey and attribute data for GIS layer development. His expertise in GIS applications and mapping tools ensures high-caliber data integrity required for complex utility asset networks.

Local experience: GIS geodatabase development, mapping, and integration for Houston, Victoria, League City, Temple, and Waco.

Specialty Certifications

- NASSCO PACP/LACP/ MACP
#U-0519-070306036

Software Competencies

- ArcGIS Pro
- ArcMap
- InflowAsset Planner
- PipeLogix
- PostgreSQL
- Python/ArcPy



CITY OF CARBONDALE, ILLINOIS

Tony Harrison | (618) 457-3240 | tharrison@explorecarbondale.com



BACKGROUND

The City of Carbondale, Illinois, sought to develop and execute a lead service line inventory program to meet the requirements of the Lead Service Line Replacement (LSLR) and Notification Act of 2022.

RJN Group was retained to develop a phased program that would provide the City with a comprehensive, GIS-based pipeline materials inventory, as well as provide public outreach for any impacted citizens or businesses.

To defray the costs of the project, RJN also provided the City with assistance in successfully submitting a lead service line inventory (LSLI) grant application through the Illinois EPA, which was selected for funding.

The LSLI program is currently under way.

PROJECT FEATURES

- Performed historical records review to identify properties likely to have lead service lines.
- Developed a postcard mailer that would enable citizens to self-report material types for their service lines using a scratch test method.
- Developed outreach protocols for any citizens or businesses that were found to have lead or galvanized pipe.
- Field crews will be dispatched to further investigate if material type could not be determined or if no data was returned from the post card mailer.
- Assistance will be provided for all funding and regulatory reporting requirements.

CONTRACT VALUE

\$39,450

DATES

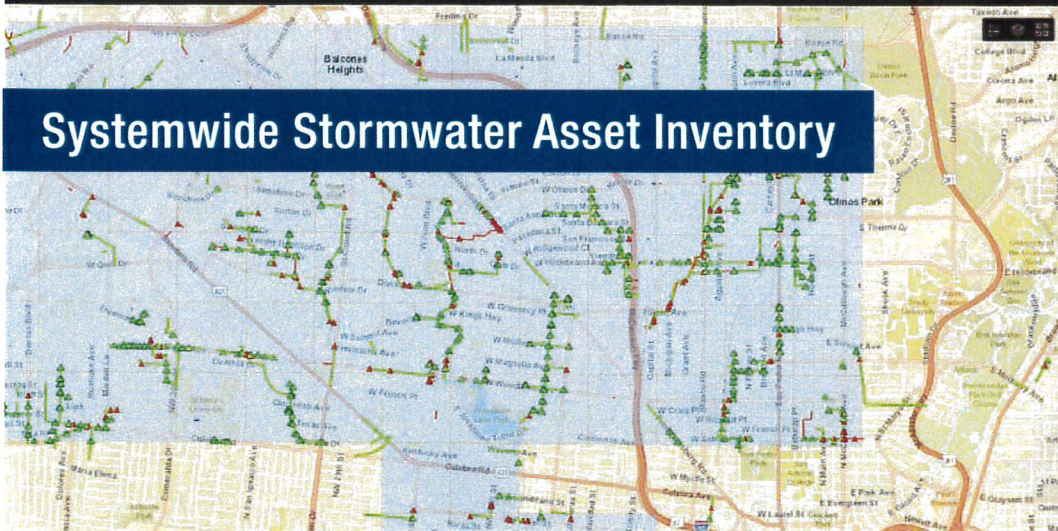
2023 - Ongoing

SERVICES PROVIDED

- Historical records review
- Designed and mailed customer survey scratch test post cards (7,300)

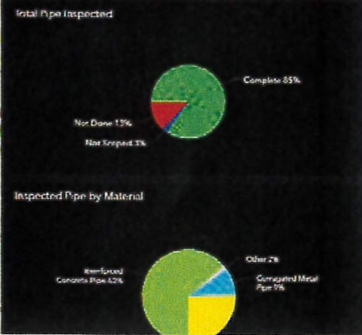


Lead pipe scratch test



Assets added in FY2022

Number of Manholes Added	988	Number of Inlets Added	559
Number of Outfalls Added	119	Linear Footage of New Pipes Added	9,566



CITY OF SAN ANTONIO, TEXAS

Roberto Reyna, PE | (210) 207-1427 | roberto.reyna@sanantonio.gov



BACKGROUND

The City of San Antonio (COSA) initiated a multi-year program to inventory and document the condition of its 100-year-old storm sewer system. Working with the City, RJN Group developed and conducted a pilot program to survey manholes, inlets, culverts, catch basins, drainage channels, and televise storm sewers. A GIS asset inventory solution was developed, conditions were rated using NASSCO scoring, and a risk-based evaluation process was implemented to recommend and prioritize improvements to support capital planning. The success of this pilot led to a systemwide assessment and asset management program.

PROJECT FEATURES

- A master plan was developed to drive future preventative maintenance planning using risk analytics, GIS attribute data, and defect ratings.
- 89.95 miles of unrecorded stormwater pipelines have been mapped and integrated into COSA's GIS database. Mobile LiDAR expedited the surveys and provided detailed asset coordinates.
- More than 12,000 as-builts (90,000 pages) were reviewed to produce updates for the GIS and parcel ownership details.
- An ArcGIS Online Dashboard was developed to assist the City staff with data review and reporting.

CONTRACT VALUE

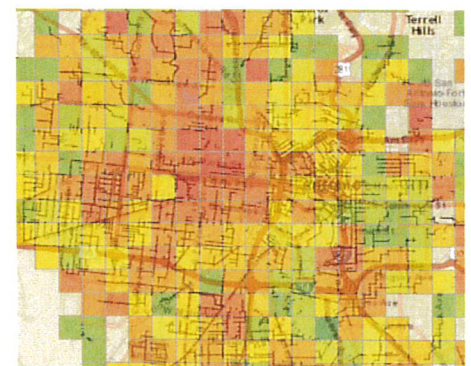
\$7,494,383

DATES

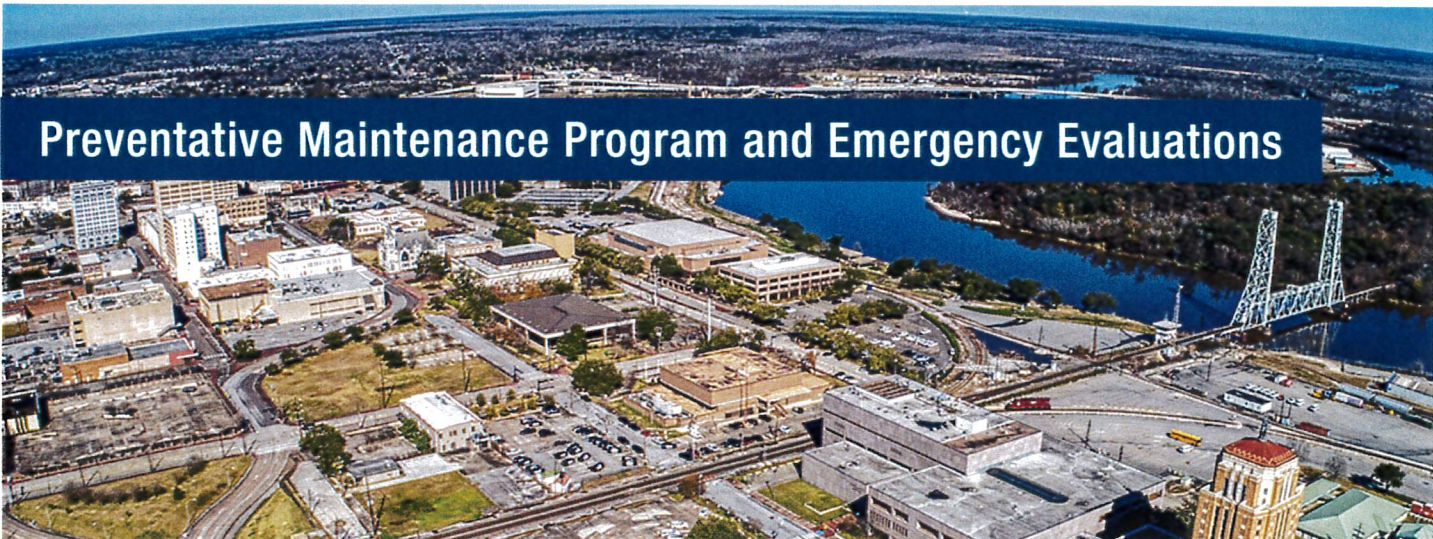
2015 - Ongoing

SERVICES PROVIDED

- Storm sewer CCTV (1.1M LF)
- Storm sewer CCTV review (1.6M LF)
- Structure inspections (13,000 manholes, inlets, culverts, and catch basins)
- New assets mapped (474,922 LF of pipeline and 6,469 structures)
- CCTV master plan development
- Risk analytics
- Pilot CMP rehabilitation program



Stormwater Pipe Condition by basin



CITY OF BEAUMONT, TEXAS

John Pippins, III, EIT | (409) 785-4702 | john.pippins@beaumonttexas.gov



BACKGROUND

The City of Beaumont initiated a preventative maintenance program to assess the condition of critical water system valves. A pilot study was initiated to validate methodologies.

RJN Group was retained to conduct the multi-year valve assessment program and develop recommendations for maintenance.

PROJECT FEATURES

- At each valve site assessed, GPS coordinates, valve type, size, material, and conditions were recorded. Valve exercising recorded the valve position, number of turns, and valve operation issues. Five critical valves were found to still be closed from Hurricane Harvey preparations. RJN performed maintenance and restored valve function.
- EMERGENCY PROJECT: RJN performed emergency flushing of downtown Beaumont valves to assess causes for low chlorine levels. Where residuals were low, exercising was performed on the nearest valves. Chlorination residual, valve position, and water asset attributes were recorded. Two critical valves were found closed, restricting flow to key downtown areas. The issue was resolved by flushing valves until levels returned to normal.
- EMERGENCY PROJECT: After Winter Storm Uri, RJN assessed and exercised 109 water valves to determine if any were closed or impacting water pressure and flows. Five water leaks were found and reported to the City.
- RJN has upgraded the water asset GIS database, mapping 13% of the total water system valves and hydrants to date.

CONTRACT VALUE

\$106,591

DATES

2019 - Ongoing

SERVICES PROVIDED

- Valve assessment and exercising (1,072)
- Water asset locates and mapping
- Emergency valve assessments



Rare seven-way valve hydrant

Council Meeting
July 13, 2023
Agenda Item #11

Approval of Bid #2023-08 for the
Downtown Parking Lot Improvements Project



July 7, 2023

Mr. Mark Arnold
Director of Public Works
City of Humble
102 Granberry St.
Humble, TX 77338

Re: **Letter of Recommendation for Downtown Parking Lot Improvements Project**
Bid No. 2023-08
City of Humble
ARKK Job No. 23-015

Dear Mr. Arnold:

On July 6, 2023, the City of Humble received fourteen (14) bids for the above referenced project. This project involves the construction of approximately 1,400 SY of proposed concrete parking, including demolition and site preparation, parking lot striping and appurtenances, parking lot lighting and electrical service, as well as all labor, equipment, material, and incidentals required for the project.

Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Fourteen (14) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

The total bids for the project are as follows:

<u>BIDDER</u>	<u>TOTAL BID</u>
Lucas Construction Company, Inc.	\$338,120.00
Queen Constructors, LLC.	\$363,433.50
Gulf Coast Limestone, Inc.	\$384,263.15
Materials Tech, LLC.	\$385,103.75
CRB Construction, Inc.	\$397,409.00
ROE Construction, LLC.	\$399,121.00
Jerdon Enterprise, LP.	\$402,222.22
Teamwork Construction Services, Inc.	\$418,168.50
DT Construction, LP.	\$422,913.00
Tex-Con Construction Services, LLC.	\$429,888.64
Elite Construction and Engineering Services, LLC.	\$435,980.00
BEY Commercial Construction	\$440,678.25
Aranda Brothers Construction Co., Inc.	\$444,455.00
Triple B Services, LLP.	\$485,749.25

A copy of the bid tabulation is attached.

2. Qualifications and References

The low bidder, Lucas Construction Company, Inc., provided a list of references and supporting documentation. ARKK's reviewed the list of qualifications and determined that this firm has successfully completed projects that are similar in scope and size to this project, as is required by the bid specifications. ARKK's staff met with Lucas Construction Company's representatives to discuss the project requirements and expectations. Lucas Construction Company's representatives indicated that they have qualified personnel and experience to complete the work successfully.

Lucas Construction Company, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Humble award the **Downtown Parking Lot Improvements Project to Lucas Construction Company, Inc. for a total amount of \$338,120.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Doug Bradford, P.E.
Project Manager

Downtown Parking Lot Improvements Project
(Bid No. 2023-08)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		Queen Constructors, LLC.		Gulf Coast Limestone, Inc.		Materials Tech, LLC.		CRB Construction, Inc.	
				Lucas Construction Company, Inc									
(A) PARKING LOT ITEMS													
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 11,400.00	\$ 11,400.00	\$ 11,550.00	\$ 11,550.00
2	Miscellaneous Allowance for use by City for General Construction Items (Fixed Amount of \$25,000), Complete in Place, the Sum of:	CA	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,750.00	\$ 2,750.00	\$ 32,500.00	\$ 32,500.00	\$ 10,975.00	\$ 10,975.00
4	Block Sodding, Complete in Place, the Sum of:	SY	400	\$ 7.00	\$ 2,800.00	\$ 5.00	\$ 2,000.00	\$ 9.80	\$ 3,920.00	\$ 5.05	\$ 2,020.00	\$ 8.00	\$ 3,200.00
5	Reinforced Filter Fabric Fence, Complete in Place, the Sum of:	LF	400	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00	\$ 3.50	\$ 1,400.00	\$ 2.80	\$ 1,120.00	\$ 5.00	\$ 2,000.00
6	Inlet Protection Barrier for Erosion Control, Complete in Place, the Sum of:	EA	1	\$ 200.00	\$ 200.00	\$ 300.00	\$ 300.00	\$ 315.00	\$ 315.00	\$ 630.00	\$ 630.00	\$ 145.00	\$ 145.00
7	Remove & Dispose Existing Concrete Pavement (All thicknesses), including Driveways, Sidewalks and Curbs, Complete in Place, the Sum of:	SY	190	\$ 29.00	\$ 5,510.00	\$ 18.00	\$ 3,420.00	\$ 17.90	\$ 3,401.00	\$ 23.00	\$ 4,370.00	\$ 5.00	\$ 950.00
8	Remove & Dispose Existing Asphalt Pavement and Base (All thicknesses), including Sawcutting, Complete in Place, the Sum of:	SY	1,205	\$ 18.00	\$ 21,690.00	\$ 18.00	\$ 21,690.00	\$ 6.65	\$ 8,013.25	\$ 6.75	\$ 8,133.75	\$ 6.00	\$ 7,230.00
9	Roadway Excavation, including Disposal of Excess Materials, Complete in Place, the Sum of:	CY	500	\$ 10.00	\$ 5,000.00	\$ 25.00	\$ 12,500.00	\$ 24.80	\$ 12,400.00	\$ 18.00	\$ 9,000.00	\$ 25.00	\$ 12,500.00
10	Cement Stabilized Sand Subgrade (6"), Complete in Place, the Sum of:	SY	1,600	\$ 16.00	\$ 25,600.00	\$ 17.00	\$ 27,200.00	\$ 21.60	\$ 34,560.00	\$ 15.50	\$ 24,800.00	\$ 16.00	\$ 25,600.00
11	Reinforced Concrete Pavement (6"), Complete in Place, the Sum of:	SY	1,430	\$ 65.00	\$ 92,950.00	\$ 75.00	\$ 107,250.00	\$ 82.85	\$ 118,475.50	\$ 70.50	\$ 100,815.00	\$ 78.00	\$ 111,540.00
12	Proposed Concrete Driveway (6"), including Header and Curb Return, Complete in Place, the Sum of:	SY	70	\$ 85.00	\$ 5,950.00	\$ 80.00	\$ 5,600.00	\$ 157.20	\$ 11,004.00	\$ 85.00	\$ 5,950.00	\$ 88.00	\$ 6,160.00
13	Proposed Concrete Sidewalk (4"), Complete in Place, the Sum of:	SY	90	\$ 75.00	\$ 6,750.00	\$ 54.00	\$ 4,860.00	\$ 104.00	\$ 9,360.00	\$ 70.00	\$ 6,300.00	\$ 73.00	\$ 6,570.00
14	Monolithic Curb and Gutter (6"), Complete in Place, the Sum of:	LF	68	\$ 40.00	\$ 2,720.00	\$ 19.50	\$ 1,326.00	\$ 60.80	\$ 4,134.40	\$ 62.50	\$ 4,250.00	\$ 24.00	\$ 1,632.00
15	Asphalt Transition (2' wide), including Placement of 8" HMAC Type D, Compacted Subgrade and Sawcutting, Complete in Place, the Sum of:	SY	35	\$ 150.00	\$ 5,250.00	\$ 260.00	\$ 9,100.00	\$ 180.00	\$ 6,300.00	\$ 110.00	\$ 3,850.00	\$ 120.00	\$ 4,200.00
16	Concrete Pavement Repair for Utility Tap, including Sawcutting and Dowels, Complete in Place, the Sum of:	SY	15	\$ 200.00	\$ 3,000.00	\$ 54.00	\$ 810.00	\$ 248.50	\$ 3,727.50	\$ 162.50	\$ 2,437.50	\$ 115.00	\$ 1,725.00
17	Concrete Wheel Stop (6' wide), including Dowels, Complete in Place, the Sum of:	EA	33	\$ 100.00	\$ 3,300.00	\$ 130.00	\$ 4,290.00	\$ 114.00	\$ 3,762.00	\$ 210.00	\$ 6,930.00	\$ 250.00	\$ 8,250.00
18	Type II Reflective Pavement Markings (Traffic Paint per TxDOT Item 666), 4" White Parking Stripe, including Surface Preparation, Complete in Place, the Sum of:	LF	950	\$ 2.00	\$ 1,900.00	\$ 2.25	\$ 2,137.50	\$ 2.65	\$ 2,517.50	\$ 1.35	\$ 1,282.50	\$ 2.00	\$ 1,900.00
19	Accessible Parking Symbol (Traffic Paint per TxDOT Item 666), with Blue Background, including Surface Preparation, Complete in Place, the Sum of:	EA	2	\$ 300.00	\$ 600.00	\$ 375.00	\$ 750.00	\$ 950.00	\$ 1,900.00	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00
20	Reserved Accessible Parking Sign (R7-8), Complete in Place, the Sum of:	EA	1	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 485.00	\$ 485.00	\$ 565.00	\$ 565.00
21	Reserved Accessible Parking Sign with Van Accessible Plaque (R7-8P), Complete in Place, the Sum of:	EA	1	\$ 900.00	\$ 900.00	\$ 750.00	\$ 750.00	\$ 850.00	\$ 850.00	\$ 505.00	\$ 505.00	\$ 600.00	\$ 600.00
22	2" Water Service Tap and Meter Box (City to Supply Meter), including all Fittings & Appurtenances, Complete in Place, the Sum of:	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,650.00	\$ 2,650.00	\$ 5,550.00	\$ 5,550.00	\$ 9,400.00	\$ 9,400.00
23	6" Sanitary Sewer Service Reconnection, including Cleanout and Traffic Rated Cleanout Box, Complete in Place the Sum of:	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 1,160.00	\$ 1,160.00	\$ 6,100.00	\$ 6,100.00
24	6" PVC SDR 26 Sanitary Sewer Service, including Fittings and Removal of Existing Service Line, Complete in Place, the Sum of:	LF	100	\$ 120.00	\$ 12,000.00	\$ 45.00	\$ 4,500.00	\$ 47.80	\$ 4,780.00	\$ 84.35	\$ 8,435.00	\$ 130.00	\$ 13,000.00
25	6" Sewer Cleanout with Concrete Pad, Complete in Place, the Sum of:	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 3,500.00	\$ 7,000.00	\$ 870.00	\$ 1,740.00	\$ 2,710.00	\$ 5,420.00	\$ 2,000.00	\$ 4,000.00
(A) SUB-TOTAL PARKING LOT ITEMS:					\$ 250,120.00		\$ 260,433.50		\$ 281,610.15		\$ 272,943.75		\$ 275,492.00
(B) ELECTRICAL ITEMS													
26	Provide and install Type "A" post top fixture, globe, and pole including concrete foundation and anchors, complete in place:	EA	4	\$ 12,000.00	\$ 48,000.00	\$ 7,500.00	\$ 30,000.00	\$ 6,108.25	\$ 24,433.00	\$ 7,100.00	\$ 28,400.00	\$ 7,800.00	\$ 31,200.00
27	Provide and install Type "FL-1" floodlight fixtures, mounts, and pole including concrete foundation and anchors, complete in place:	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 8,484.00	\$ 8,484.00	\$ 9,100.00	\$ 9,100.00	\$ 10,000.00	\$ 10,000.00
28	Provide and install single head power pedestal including receptacles, complete in place	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 3,500.00	\$ 10,500.00	\$ 4,698.00	\$ 14,094.00	\$ 990.00	\$ 2,970.00	\$ 1,100.00	\$ 3,300.00
29	Provide and install double head power pedestal including receptacles, complete in place	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 3,500.00	\$ 10,500.00	\$ 7,802.00	\$ 23,406.00	\$ 1,330.00	\$ 3,990.00	\$ 1,475.00	\$ 4,425.00
30	Provide and install all electrical equipment including service rack, meter can, service disconnect, power panel, lighting controls, conduit, conductors, fittings, duct bank, service pole, and all other ancillary items, complete in place:	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 32,236.00	\$ 32,236.00	\$ 67,700.00	\$ 67,700.00	\$ 72,992.00	\$ 72,992.00
(B) SUB-TOTAL ELECTRICAL ITEMS:					\$ 88,000.00		\$ 103,000.00		\$ 102,653.00		\$ 112,160.00		\$ 121,917.00
TOTAL BID (A + B) ITEMS:					\$ 338,120.00		\$ 363,433.50		\$ 384,263.15		\$ 385,103.75		\$ 397,409.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER													

Downtown Parking Lot Improvements Project
(Bid No. 2023-08)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Royal Oak Enterprises, LLC dba ROE Construction		Jerdon Enterprise, LP		Teamwork Construction Services, Inc.		DT Construction, LP.		Tex-Con Construction Services, LLC.	
(A) PARKING LOT ITEMS													
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 11,973.00	\$ 11,973.00	\$ 12,000.00	\$ 12,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,972.00	\$ 12,972.00
2	Miscellaneous Allowance for use by City for General Construction Items (Fixed Amount of \$25,000), Complete in Place, the Sum of:	CA	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 18,154.72	\$ 18,154.72	\$ 1,950.00	\$ 1,950.00	\$ 4,880.00	\$ 4,880.00	\$ 9,140.00	\$ 9,140.00
4	Block Sodding, Complete in Place, the Sum of:	SY	400	\$ 10.00	\$ 4,000.00	\$ 7.00	\$ 2,800.00	\$ 6.00	\$ 2,400.00	\$ 6.10	\$ 2,440.00	\$ 24.93	\$ 9,972.00
5	Reinforced Filter Fabric Fence, Complete in Place, the Sum of:	LF	400	\$ 5.00	\$ 2,000.00	\$ 2.50	\$ 1,000.00	\$ 2.00	\$ 800.00	\$ 3.05	\$ 1,220.00	\$ 3.345	\$ 1,338.00
6	Inlet Protection Barrier for Erosion Control, Complete in Place, the Sum of:	EA	1	\$ 150.00	\$ 150.00	\$ 90.00	\$ 90.00	\$ 130.00	\$ 130.00	\$ 220.00	\$ 220.00	\$ 88.00	\$ 88.00
7	Remove & Dispose Existing Concrete Pavement (All thicknesses), including Driveways, Sidewalks and Curbs, Complete in Place, the Sum of:	SY	190	\$ 27.00	\$ 5,130.00	\$ 30.00	\$ 5,700.00	\$ 36.00	\$ 6,840.00	\$ 31.00	\$ 5,890.00	\$ 20.09	\$ 3,817.10
8	Remove & Dispose Existing Asphalt Pavement and Base (All thicknesses), including Sawcutting, Complete in Place, the Sum of:	SY	1,205	\$ 18.00	\$ 21,690.00	\$ 13.00	\$ 15,665.00	\$ 28.00	\$ 33,740.00	\$ 12.20	\$ 14,701.00	\$ 8.20	\$ 9,881.00
9	Roadway Excavation, including Disposal of Excess Materials, Complete in Place, the Sum of:	CY	500	\$ 28.00	\$ 14,000.00	\$ 20.00	\$ 10,000.00	\$ 30.00	\$ 15,000.00	\$ 17.08	\$ 8,540.00	\$ 34.48	\$ 17,240.00
10	Cement Stabilized Sand Subgrade (6"), Complete in Place, the Sum of:	SY	1,600	\$ 14.80	\$ 23,680.00	\$ 21.00	\$ 33,600.00	\$ 25.00	\$ 40,000.00	\$ 42.70	\$ 68,320.00	\$ 16.19	\$ 25,904.00
11	Reinforced Concrete Pavement (6"), Complete in Place, the Sum of:	SY	1,430	\$ 81.00	\$ 115,830.00	\$ 93.00	\$ 132,990.00	\$ 82.00	\$ 117,260.00	\$ 95.20	\$ 136,136.00	\$ 64.95	\$ 92,878.50
12	Proposed Concrete Driveway (6"), including Header and Curb Return, Complete in Place, the Sum of:	SY	70	\$ 90.00	\$ 6,300.00	\$ 119.00	\$ 8,330.00	\$ 106.00	\$ 7,420.00	\$ 85.40	\$ 5,978.00	\$ 73.91	\$ 5,173.70
13	Proposed Concrete Sidewalk (4"), Complete in Place, the Sum of:	SY	90	\$ 64.00	\$ 5,760.00	\$ 82.00	\$ 7,380.00	\$ 120.00	\$ 10,800.00	\$ 73.20	\$ 6,588.00	\$ 180.43	\$ 16,238.70
14	Monolithic Curb and Gutter (6"), Complete in Place, the Sum of:	LF	68	\$ 36.00	\$ 2,448.00	\$ 35.00	\$ 2,380.00	\$ 162.00	\$ 11,016.00	\$ 46.50	\$ 3,162.00	\$ 45.56	\$ 3,098.08
15	Asphalt Transition (2' wide), including Placement of 8" HMAC Type D, Compacted Subgrade and Sawcutting, Complete in Place, the Sum of:	SY	35	\$ 85.00	\$ 2,975.00	\$ 80.00	\$ 2,800.00	\$ 89.00	\$ 3,115.00	\$ 183.00	\$ 6,405.00	\$ 290.31	\$ 10,160.85
16	Concrete Pavement Repair for Utility Tap, including Sawcutting and Dowels, Complete in Place, the Sum of:	SY	15	\$ 265.00	\$ 3,975.00	\$ 285.00	\$ 4,275.00	\$ 195.00	\$ 2,925.00	\$ 146.40	\$ 2,196.00	\$ 190.07	\$ 2,851.05
17	Concrete Wheel Stop (6' wide), including Dowels, Complete in Place, the Sum of:	EA	33	\$ 95.00	\$ 3,135.00	\$ 90.00	\$ 2,970.00	\$ 72.50	\$ 2,392.50	\$ 73.00	\$ 2,409.00	\$ 80.55	\$ 2,658.15
18	Type II Reflective Pavement Markings (Traffic Paint per TxDOT Item 666), 4" White Parking Stripe, including Surface Preparation, Complete in Place, the Sum of:	LF	950	\$ 2.00	\$ 1,900.00	\$ 0.85	\$ 807.50	\$ 0.80	\$ 760.00	\$ 1.50	\$ 1,425.00	\$ 1.63	\$ 1,548.50
19	Accessible Parking Symbol (Traffic Paint per TxDOT Item 666), with Blue Background, including Surface Preparation, Complete in Place, the Sum of:	EA	2	\$ 450.00	\$ 900.00	\$ 120.00	\$ 240.00	\$ 185.00	\$ 370.00	\$ 244.00	\$ 488.00	\$ 124.00	\$ 248.00
20	Reserved Accessible Parking Sign (R7-8), Complete in Place, the Sum of:	EA	1	\$ 450.00	\$ 450.00	\$ 210.00	\$ 210.00	\$ 205.00	\$ 205.00	\$ 213.00	\$ 213.00	\$ 341.00	\$ 341.00
21	Reserved Accessible Parking Sign with Van Accessible Plaque (R7-8P), Complete in Place, the Sum of:	EA	1	\$ 450.00	\$ 450.00	\$ 230.00	\$ 230.00	\$ 215.00	\$ 215.00	\$ 213.00	\$ 213.00	\$ 341.00	\$ 341.00
22	2" Water Service Tap and Meter Box (City to Supply Meter), including all Fittings & Appurtenances, Complete in Place, the Sum of:	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,950.00	\$ 3,950.00	\$ 4,270.00	\$ 4,270.00	\$ 53,408.00	\$ 53,408.00
23	6" Sanitary Sewer Service Reconnection, including Cleanout and Traffic Rated Cleanout Box, Complete in Place the Sum of:	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,895.00	\$ 1,895.00	\$ 976.00	\$ 976.00	\$ 4,895.00	\$ 4,895.00
24	6" PVC SDR 26 Sanitary Sewer Service, including Fittings and Removal of Existing Service Line, Complete in Place, the Sum of:	LF	100	\$ 72.00	\$ 7,200.00	\$ 45.00	\$ 4,500.00	\$ 89.00	\$ 8,900.00	\$ 100.84	\$ 10,084.00	\$ 232.96	\$ 23,296.00
25	6" Sewer Cleanout with Concrete Pad, Complete in Place, the Sum of:	EA	2	\$ 650.00	\$ 1,300.00	\$ 1,050.00	\$ 2,100.00	\$ 2,695.00	\$ 5,390.00	\$ 976.00	\$ 1,952.00	\$ 1,353.00	\$ 2,706.00
(A) SUB-TOTAL PARKING LOT ITEMS:					\$ 278,246.00		\$ 301,222.22		\$ 314,973.50		\$ 326,206.00		\$ 335,194.63
(B) ELECTRICAL ITEMS													
26	Provide and install Type "A" post top fixture, globe, and pole including concrete foundation and anchors, complete in place:	EA	4	\$ 9,000.00	\$ 36,000.00	\$ 5,600.00	\$ 22,400.00	\$ 6,530.00	\$ 26,120.00	\$ 4,514.00	\$ 18,056.00	\$ 6,267.25	\$ 25,069.00
27	Provide and install Type "FL-1" floodlight fixtures, mounts, and pole including concrete foundation and anchors, complete in place:	EA	1	\$ 10,300.00	\$ 10,300.00	\$ 5,000.00	\$ 5,000.00	\$ 8,360.00	\$ 8,360.00	\$ 3,904.00	\$ 3,904.00	\$ 14,258.00	\$ 14,258.00
28	Provide and install single head power pedestal including receptacles, complete in place	EA	3	\$ 5,200.00	\$ 15,600.00	\$ 1,400.00	\$ 4,200.00	\$ 910.00	\$ 2,730.00	\$ 1,512.00	\$ 4,536.00	\$ 3,763.00	\$ 11,289.00
29	Provide and install double head power pedestal including receptacles, complete in place	EA	3	\$ 5,325.00	\$ 15,975.00	\$ 1,800.00	\$ 5,400.00	\$ 1,225.00	\$ 3,675.00	\$ 1,891.00	\$ 5,673.00	\$ 5,154.67	\$ 15,464.01
30	Provide and install all electrical equipment including service rack, meter can, service disconnect, power panel, lighting controls, conduit, conductors, fittings, duct bank, service pole, and all other ancillary items, complete in place:	LS	1	\$ 43,000.00	\$ 43,000.00	\$ 64,000.00	\$ 64,000.00	\$ 62,310.00	\$ 62,310.00	\$ 64,538.00	\$ 64,538.00	\$ 28,614.00	\$ 28,614.00
(B) SUB-TOTAL ELECTRICAL ITEMS:					\$ 120,875.00		\$ 101,000.00		\$ 103,195.00		\$ 96,707.00		\$ 94,694.01
TOTAL BID (A + B) ITEMS:					\$ 399,121.00		\$ 402,222.22		\$ 418,168.50		\$ 422,913.00		\$ 429,888.64
MATHEMATICAL ERROR CORRECTED BY ENGINEER													

Downtown Parking Lot Improvements Project
(Bid No. 2023-08)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Elite Constructon and Engineering Services, LLC.		BEY Commercial Construction		Aranda Brothers Construction Co., Inc.		Triple B Services, LLP.	
(A) PARKING LOT ITEMS											
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 13,000.00	\$ 13,000.00	\$ 14,000.00	\$ 14,000.00
2	Miscellaneous Allowance for use by City for General Construction Items (Fixed Amount of \$25,000), Complete in Place, the Sum of:	CA	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 11,875.00	\$ 11,875.00	\$ 14,000.00	\$ 14,000.00	\$ 10,500.00	\$ 10,500.00
4	Block Sodding, Complete in Place, the Sum of:	SY	400	\$ 10.00	\$ 4,000.00	\$ 7.20	\$ 2,880.00	\$ 6.00	\$ 2,400.00	\$ 12.00	\$ 4,800.00
5	Reinforced Filter Fabrice Fence, Complete in Place, the Sum of:	LF	400	\$ 3.50	\$ 1,400.00	\$ 3.15	\$ 1,260.00	\$ 7.00	\$ 2,800.00	\$ 4.00	\$ 1,600.00
6	Inlet Protection Barrier for Erosion Control, Complete in Place, the Sum of:	EA	1	\$ 1,250.00	\$ 1,250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 50.00	\$ 125.00	\$ 125.00
7	Remove & Dispose Existing Concrete Pavement (All thicknesses), including Driveways, Sidewalks and Curbs, Complete in Place, the Sum of:	SY	190	\$ 25.00	\$ 4,750.00	\$ 11.50	\$ 2,185.00	\$ 20.00	\$ 3,800.00	\$ 16.75	\$ 3,182.50
8	Remove & Dispose Existing Asphalt Pavement and Base (All thicknesses), including Sawcutting, Complete in Place, the Sum of:	SY	1,205	\$ 30.00	\$ 36,150.00	\$ 9.90	\$ 11,929.50	\$ 35.00	\$ 42,175.00	\$ 15.75	\$ 18,978.75
9	Roadway Excavation, including Disposal of Excess Materials, Complete in Place, the Sum of:	CY	500	\$ 25.00	\$ 12,500.00	\$ 77.25	\$ 38,625.00	\$ 15.00	\$ 7,500.00	\$ 22.50	\$ 11,250.00
10	Cement Stabilized Sand Subgrade (6"), Complete in Place, the Sum of:	SY	1,600	\$ 22.00	\$ 35,200.00	\$ 28.00	\$ 44,800.00	\$ 40.00	\$ 64,000.00	\$ 15.50	\$ 24,800.00
11	Reinforced Concrete Pavement (6"), Complete in Place, the Sum of:	SY	1,430	\$ 85.00	\$ 121,550.00	\$ 67.50	\$ 96,525.00	\$ 70.00	\$ 100,100.00	\$ 107.10	\$ 153,153.00
12	Proposed Concrete Driveway (6"), including Header and Curb Return, Complete in Place, the Sum of:	SY	70	\$ 110.00	\$ 7,700.00	\$ 90.00	\$ 6,300.00	\$ 95.00	\$ 6,650.00	\$ 145.00	\$ 10,150.00
13	Proposed Concrete Sidewalk (4"), Complete in Place, the Sum of:	SY	90	\$ 70.00	\$ 6,300.00	\$ 83.25	\$ 7,492.50	\$ 90.00	\$ 8,100.00	\$ 175.00	\$ 15,750.00
14	Monolithic Curb and Gutter (6"), Complete in Place, the Sum of:	LF	68	\$ 55.00	\$ 3,740.00	\$ 40.00	\$ 2,720.00	\$ 10.00	\$ 680.00	\$ 30.00	\$ 2,040.00
15	Asphalt Transition (2' wide), including Placement of 8" HMAC Type D, Compacted Subgrade and Sawcutting, Complete in Place, the Sum of:	SY	35	\$ 220.00	\$ 7,700.00	\$ 400.00	\$ 14,000.00	\$ 100.00	\$ 3,500.00	\$ 180.00	\$ 6,300.00
16	Concrete Pavement Repair for Utility Tap, including Sawcutting and Dowels, Complete in Place, the Sum of:	SY	15	\$ 200.00	\$ 3,000.00	\$ 187.50	\$ 2,812.50	\$ 200.00	\$ 3,000.00	\$ 1,250.00	\$ 18,750.00
17	Concrete Wheel Stop (6' wide), including Dowels, Complete in Place, the Sum of:	EA	33	\$ 200.00	\$ 6,600.00	\$ 156.25	\$ 5,156.25	\$ 300.00	\$ 9,900.00	\$ 250.00	\$ 8,250.00
18	Type II Reflective Pavement Markings (Traffic Paint per TxDOT Item 666), 4" White Parking Stripe, including Surface Preparation, Complete in Place, the Sum of:	LF	950	\$ 3.00	\$ 2,850.00	\$ 1.05	\$ 997.50	\$ 3.00	\$ 2,850.00	\$ 1.60	\$ 1,520.00
19	Accessible Parking Symbol (Traffic Paint per TxDOT Item 666), with Blue Background, including Surface Preparation, Complete in Place, the Sum of:	EA	2	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00	\$ 350.00	\$ 700.00
20	Reserved Accessible Parking Sign (R7-8), Complete in Place, the Sum of:	EA	1	\$ 770.00	\$ 770.00	\$ 125.00	\$ 125.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
21	Reserved Accessible Parking Sign with Van Accessible Plaque (R7-8P), Complete in Place, the Sum of:	EA	1	\$ 770.00	\$ 770.00	\$ 125.00	\$ 125.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00
22	2" Water Service Tap and Meter Box (City to Supply Meter), including all Fittings & Appurtenances, Complete in Place, the Sum of:	EA	1	\$ 3,750.00	\$ 3,750.00	\$ 19,200.00	\$ 19,200.00	\$ 7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 10,500.00
23	6" Sanitary Sewer Service Reconnection, including Cleanout and Traffic Rated Cleanout Box, Complete in Place the Sum of:	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 5,800.00	\$ 5,800.00	\$ 6,000.00	\$ 6,000.00	\$ 4,700.00	\$ 4,700.00
24	6" PVC SDR 26 Sanitary Sewer Service, including Fittings and Removal of Existing Service Line, Complete in Place, the Sum of:	LF	100	\$ 60.00	\$ 6,000.00	\$ 105.00	\$ 10,500.00	\$ 60.00	\$ 6,000.00	\$ 90.00	\$ 9,000.00
25	6" Sewer Cleanout with Concrete Pad, Complete in Place, the Sum of:	EA	2	\$ 650.00	\$ 1,300.00	\$ 950.00	\$ 1,900.00	\$ 5,000.00	\$ 10,000.00	\$ 1,300.00	\$ 2,600.00
(A) SUB-TOTAL PARKING LOT ITEMS:					\$ 317,280.00		\$ 322,158.25		\$ 340,455.00		\$ 358,799.25
(B) ELECTRICAL ITEMS											
26	Provide and install Type "A" post top fixture, globe, and pole including concrete foundation and anchors, complete in place:	EA	4	\$ 7,510.00	\$ 30,040.00	\$ 7,510.00	\$ 30,040.00	\$ 15,000.00	\$ 60,000.00	\$ 8,300.00	\$ 33,200.00
27	Provide and install Type "FL-1" floodlight fixtures, mounts, and pole including concrete foundation and anchors, complete in place:	EA	1	\$ 9,620.00	\$ 9,620.00	\$ 9,615.00	\$ 9,615.00	\$ 5,000.00	\$ 5,000.00	\$ 10,650.00	\$ 10,650.00
28	Provide and install single head power pedestal including receptacles, complete in place	EA	3	\$ 1,050.00	\$ 3,150.00	\$ 1,045.00	\$ 3,135.00	\$ 4,000.00	\$ 12,000.00	\$ 1,150.00	\$ 3,450.00
29	Provide and install double head power pedestal including receptacles, complete in place	EA	3	\$ 1,410.00	\$ 4,230.00	\$ 1,410.00	\$ 4,230.00	\$ 4,000.00	\$ 12,000.00	\$ 1,550.00	\$ 4,650.00
30	Provide and install all electrical equipment including service rack, meter can, service disconnect, power panel, lighting controls, conduit, conductors, fittings, duct bank, service pole, and all other ancillary items, complete in place:	LS	1	\$ 71,660.00	\$ 71,660.00	\$ 71,500.00	\$ 71,500.00	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00	\$ 75,000.00
(B) SUB-TOTAL ELECTRICAL ITEMS:					\$ 118,700.00		\$ 118,520.00		\$ 104,000.00		\$ 126,950.00
TOTAL BID (A + B) ITEMS:					\$ 435,980.00		\$ 440,678.25		\$ 444,455.00		\$ 485,749.25
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

Council Meeting
July 13, 2023
Agenda Item #12

**Approval of Bid #2023-09 for the
Fiscal Year 2023 Striping Project**



June 16, 2023

Mr. Mark Arnold
Director of Public Works
City of Humble
102 Granberry St.
Humble, TX 77338

Re: **Letter of Recommendation for FY 2023 Striping Project**
Bid No. 2023-09
City of Humble
ARKK Job No. 23-002

Dear Mr. Arnold:

On June 8, 2023, the City of Humble received four (4) bids for the above referenced project. This project will consist of the removal and replacement of pavement striping and reflective markers on various street segments within the City, as well as all labor, equipment, material, and incidentals required for the project.

Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Four (4) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.
2. The total bids for the project are as follows:

<u>BIDDER</u>	<u>TOTAL BID</u>
Stripes & Stops Company, Inc.	\$58,001.30
Semper Striping, LLC.	\$69,903.55
Batterson, LLP.	\$95,507.00
Platinum Paving, LLC.	\$131,610.39

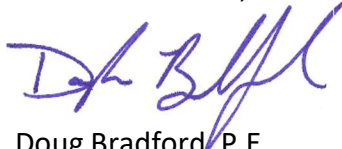
A copy of the bid tabulation is attached.

Stripes & Stops Company, Inc. is a Houston-based road striping construction company that has performed multiple pavement striping projects for several cities and municipalities in the surrounding area. Stripes & Stops Company, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. **For these reasons, we recommend that the City of Humble award the FY 2023 Striping Project to Stripes & Stops Company, Inc. for a total amount of \$58,001.30.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Doug Bradford, P.E.
Project Manager

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER							
				Stripes & Stops Company, Inc.		Semper Striping, LLC		Batterson, L.L.P.		Platinum Paving, LLC.	
(A) Wilson Rd. from Isaacks Rd. to 1st Street											
1	ReflectORIZED Pavement Markings Type I (White) (4") (Solid and Broken) - Furnish & Applied, including Surface Preparation and Sealer	LF	4,300	\$ 0.48	\$ 2,064.00	\$ 0.70	\$ 3,010.00	\$ 0.95	\$ 4,085.00	\$ 2.20	\$ 9,460.00
2	ReflectORIZED Pavement Markings Type I (Yellow) (4") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	6,600	\$ 0.48	\$ 3,168.00	\$ 0.70	\$ 4,620.00	\$ 0.95	\$ 6,270.00	\$ 2.20	\$ 14,520.00
3	ReflectORIZED Pavement Markings Type I (White) (8") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	550	\$ 1.05	\$ 577.50	\$ 2.15	\$ 1,182.50	\$ 1.40	\$ 770.00	\$ 2.20	\$ 1,210.00
4	ReflectORIZED Pavement Markings Type I (White) (12") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	130	\$ 1.50	\$ 195.00	\$ 3.70	\$ 481.00	\$ 4.25	\$ 552.50	\$ 2.43	\$ 315.90
5	ReflectORIZED Pavement Markings Type I (White) (24") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	169	\$ 3.50	\$ 591.50	\$ 7.65	\$ 1,292.85	\$ 8.50	\$ 1,436.50	\$ 7.06	\$ 1,193.14
6	ReflectORIZED Pavement Markings Type I (White) (ARROW) - Furnish & Applied, including Surface Preparation and Sealer	EA	8	\$ 110.00	\$ 880.00	\$ 195.00	\$ 1,560.00	\$ 265.00	\$ 2,120.00	\$ 141.25	\$ 1,130.00
7	ReflectORIZED Pavement Markings Type I (White) (WORD "ONLY") - Furnish & Applied, including Surface Preparation and Sealer	EA	6	\$ 120.00	\$ 720.00	\$ 205.00	\$ 1,230.00	\$ 270.00	\$ 1,620.00	\$ 141.25	\$ 847.50
8	ReflectORIZED Pavement Marker Type II-A-A - Furnish & Applied	EA	270	\$ 4.00	\$ 1,080.00	\$ 4.80	\$ 1,296.00	\$ 7.00	\$ 1,890.00	\$ 5.65	\$ 1,525.50
9	Eliminate Existing Pavment Markings (4")	LF	10,900	\$ 0.40	\$ 4,360.00	\$ 0.38	\$ 4,142.00	\$ 0.50	\$ 5,450.00	\$ 0.51	\$ 5,559.00
10	Eliminate Existing Pavment Markings (8")	LF	550	\$ 1.00	\$ 550.00	\$ 0.60	\$ 330.00	\$ 1.00	\$ 550.00	\$ 0.77	\$ 423.50
11	Eliminate Existing Pavment Markings (12")	LF	130	\$ 2.25	\$ 292.50	\$ 0.95	\$ 123.50	\$ 2.50	\$ 325.00	\$ 1.19	\$ 154.70
12	Eliminate Existing Pavment Markings (24")	LF	170	\$ 4.00	\$ 680.00	\$ 1.80	\$ 306.00	\$ 5.00	\$ 850.00	\$ 4.35	\$ 739.50
13	Eliminate Existing Pavment Markings (Word or Symbol)	EA	14	\$ 80.00	\$ 1,120.00	\$ 45.00	\$ 630.00	\$ 95.00	\$ 1,330.00	\$ 56.50	\$ 791.00
14	Eliminate Existing Raised Pavement Markers	LS	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 1,695.00	\$ 1,695.00
Sub-Total Section (A)					\$ 16,778.50		\$ 20,503.85		\$ 27,449.00		\$ 39,564.74
(B) Wilson Rd from Will Clayton to Mc Dugald Rd.											
15	ReflectORIZED Pavement Markings Type I (White) (4") (Solid and Broken) - Furnish & Applied, including Surface Preparation and Sealer	LF	6,400	\$ 0.48	\$ 3,072.00	\$ 0.70	\$ 4,480.00	\$ 0.95	\$ 6,080.00	\$ 2.20	\$ 14,080.00
16	ReflectORIZED Pavement Markings Type I (Yellow) (4") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	9,000	\$ 0.48	\$ 4,320.00	\$ 0.70	\$ 6,300.00	\$ 0.95	\$ 8,550.00	\$ 2.20	\$ 19,800.00
17	ReflectORIZED Pavement Markings Type I (White) (8") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	200	\$ 1.05	\$ 210.00	\$ 2.15	\$ 430.00	\$ 1.40	\$ 280.00	\$ 2.20	\$ 440.00
18	ReflectORIZED Pavement Markings Type I (White) (12") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	150	\$ 1.50	\$ 225.00	\$ 3.70	\$ 555.00	\$ 4.25	\$ 637.50	\$ 2.43	\$ 364.50
19	ReflectORIZED Pavement Markings Type I (White) (24") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	90	\$ 3.50	\$ 315.00	\$ 7.65	\$ 688.50	\$ 8.50	\$ 765.00	\$ 7.06	\$ 635.40
20	ReflectORIZED Pavement Markings Type I (White) (ARROW) - Furnish & Applied, including Surface Preparation and Sealer	EA	15	\$ 110.00	\$ 1,650.00	\$ 195.00	\$ 2,925.00	\$ 265.00	\$ 3,975.00	\$ 141.25	\$ 2,118.75
21	ReflectORIZED Pavement Markings Type I (White) (WORD "ONLY") - Furnish & Applied, including Surface Preparation and Sealer	EA	3	\$ 120.00	\$ 360.00	\$ 205.00	\$ 615.00	\$ 270.00	\$ 810.00	\$ 141.25	\$ 423.75
22	ReflectORIZED Pavement Marker Type II-A-A - Furnish & Applied	EA	240	\$ 4.00	\$ 960.00	\$ 4.80	\$ 1,152.00	\$ 7.00	\$ 1,680.00	\$ 5.65	\$ 1,356.00
23	Eliminate Existing Pavment Markings (4")	LF	15,400	\$ 0.40	\$ 6,160.00	\$ 0.38	\$ 5,852.00	\$ 0.50	\$ 7,700.00	\$ 0.51	\$ 7,854.00
24	Eliminate Existing Pavment Markings (8")	LF	200	\$ 1.00	\$ 200.00	\$ 0.60	\$ 120.00	\$ 1.00	\$ 200.00	\$ 0.77	\$ 154.00
25	Eliminate Existing Pavment Markings (12")	LF	150	\$ 2.25	\$ 337.50	\$ 0.95	\$ 142.50	\$ 2.50	\$ 375.00	\$ 1.19	\$ 178.50
26	Eliminate Existing Pavment Markings (24")	LF	90	\$ 4.00	\$ 360.00	\$ 1.80	\$ 162.00	\$ 5.00	\$ 450.00	\$ 4.35	\$ 391.50
27	Eliminate Existing Pavment Markings (Word or Symbol)	EA	18	\$ 80.00	\$ 1,440.00	\$ 45.00	\$ 810.00	\$ 95.00	\$ 1,710.00	\$ 56.50	\$ 1,017.00
28	Eliminate Existing Raised Pavement Markers	LS	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 1,695.00	\$ 1,695.00
Sub-Total Section (B)					\$ 20,109.50		\$ 24,532.00		\$ 33,412.50		\$ 50,508.40
(C) Isaacks Rd. from S. Houston to Bower Rd.											
29	ReflectORIZED Pavement Markings Type I (Yellow) (4") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	4,500	\$ 0.48	\$ 2,160.00	\$ 0.70	\$ 3,150.00	\$ 0.95	\$ 4,275.00	\$ 2.20	\$ 9,900.00
30	ReflectORIZED Pavement Markings Type I (White) (12") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	450	\$ 1.50	\$ 675.00	\$ 3.70	\$ 1,665.00	\$ 4.25	\$ 1,912.50	\$ 2.43	\$ 1,093.50
31	ReflectORIZED Pavement Markings Type I (White) (24") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	70	\$ 3.50	\$ 245.00	\$ 7.65	\$ 535.50	\$ 8.50	\$ 595.00	\$ 7.06	\$ 494.20
32	Eliminate Existing Pavment Markings (4")	LF	4,500	\$ 0.40	\$ 1,800.00	\$ 0.38	\$ 1,710.00	\$ 0.50	\$ 2,250.00	\$ 0.51	\$ 2,295.00
33	Eliminate Existing Pavment Markings (12")	LF	450	\$ 2.25	\$ 1,012.50	\$ 0.95	\$ 427.50	\$ 2.50	\$ 1,125.00	\$ 1.19	\$ 535.50
34	Eliminate Existing Pavment Markings (24")	LF	68	\$ 4.00	\$ 272.00	\$ 1.80	\$ 122.40	\$ 5.00	\$ 340.00	\$ 4.35	\$ 295.80
Sub-Total Section (C)					\$ 6,164.50		\$ 7,610.40		\$ 10,497.50		\$ 14,614.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER							
				Stripes & Stops Company, Inc.		Semper Striping, LLC		Batterson, L.L.P.		Platinum Paving, LLC.	
(D) Village Dr. from FM1960 Bypass to Eastex Fwy											
35	Reflectorized Pavement Markings Type I (Yellow) (4") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	1,900	\$ 0.48	\$ 912.00	\$ 0.70	\$ 1,330.00	\$ 0.95	\$ 1,805.00	\$ 2.20	\$ 4,180.00
36	Reflectorized Pavement Markings Type I (White) (8") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	60	\$ 1.05	\$ 63.00	\$ 2.15	\$ 129.00	\$ 1.40	\$ 84.00	\$ 2.20	\$ 132.00
37	Reflectorized Pavement Markings Type I (White) (24") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	50	\$ 3.50	\$ 175.00	\$ 7.65	\$ 382.50	\$ 8.50	\$ 425.00	\$ 5.93	\$ 296.50
38	Reflectorized Pavement Markings Type I (White) (ARROW) - Furnish & Applied, including Surface Preparation and Sealer	EA	2	\$ 110.00	\$ 220.00	\$ 195.00	\$ 390.00	\$ 265.00	\$ 530.00	\$ 141.25	\$ 282.50
39	Reflectorized Pavement Markings Type I (White) (WORD "ONLY") - Furnish & Applied, including Surface Preparation and Sealer	EA	1	\$ 120.00	\$ 120.00	\$ 205.00	\$ 205.00	\$ 270.00	\$ 270.00	\$ 141.25	\$ 141.25
40	Reflectorized Pavement Marker Type II-A-A - Furnish & Applied	EA	90	\$ 4.00	\$ 360.00	\$ 4.80	\$ 432.00	\$ 7.00	\$ 630.00	\$ 5.65	\$ 508.50
41	Eliminate Existing Pavment Markings (4")	LF	1,900	\$ 0.40	\$ 760.00	\$ 0.38	\$ 722.00	\$ 0.50	\$ 950.00	\$ 0.51	\$ 969.00
42	Eliminate Existing Pavment Markings (8")	LF	60	\$ 1.00	\$ 60.00	\$ 0.60	\$ 36.00	\$ 1.00	\$ 60.00	\$ 0.77	\$ 46.20
43	Eliminate Existing Pavment Markings (24")	LF	50	\$ 4.00	\$ 200.00	\$ 1.80	\$ 90.00	\$ 5.00	\$ 250.00	\$ 4.35	\$ 217.50
44	Eliminate Existing Pavment Markings (Word or Symbol)	EA	3	\$ 80.00	\$ 240.00	\$ 45.00	\$ 135.00	\$ 95.00	\$ 285.00	\$ 56.50	\$ 169.50
45	Eliminate Existing Raised Pavement Markers	LS	1	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 1,695.00	\$ 1,695.00
Sub-Total Section (D)					\$ 3,610.00		\$ 4,001.50		\$ 5,489.00		\$ 8,637.95
(E) Medical Center Dr.											
46	Reflectorized Pavement Markings Type I (Yellow) (4") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	260	\$ 0.48	\$ 124.80	\$ 0.70	\$ 182.00	\$ 0.95	\$ 247.00	\$ 2.20	\$ 572.00
47	Reflectorized Pavement Markings Type I (White) (12") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	740	\$ 1.50	\$ 1,110.00	\$ 3.70	\$ 2,738.00	\$ 4.25	\$ 3,145.00	\$ 2.43	\$ 1,798.20
48	Reflectorized Pavement Markings Type I (White) (24") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	270	\$ 3.50	\$ 945.00	\$ 7.65	\$ 2,065.50	\$ 8.50	\$ 2,295.00	\$ 7.06	\$ 1,906.20
49	Reflectorized Pavement Marker Type II-C-R - Furnish & Applied	EA	160	\$ 4.00	\$ 640.00	\$ 4.80	\$ 768.00	\$ 7.00	\$ 1,120.00	\$ 5.65	\$ 904.00
50	Reflectorized Pavement Marker Type II-A-A - Furnish & Applied	EA	250	\$ 4.00	\$ 1,000.00	\$ 4.80	\$ 1,200.00	\$ 7.00	\$ 1,750.00	\$ 5.65	\$ 1,412.50
51	Eliminate Existing Pavment Markings (4")	LF	260	\$ 0.40	\$ 104.00	\$ 0.38	\$ 98.80	\$ 0.50	\$ 130.00	\$ 0.51	\$ 132.60
52	Eliminate Existing Pavment Markings (12")	LF	740	\$ 2.25	\$ 1,665.00	\$ 0.95	\$ 703.00	\$ 2.50	\$ 1,850.00	\$ 1.19	\$ 880.60
53	Eliminate Existing Pavment Markings (24")	LF	270	\$ 4.00	\$ 1,080.00	\$ 1.80	\$ 486.00	\$ 5.00	\$ 1,350.00	\$ 4.35	\$ 1,174.50
54	Eliminate Existing Raised Pavement Markers	LS	1	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 1,695.00	\$ 1,695.00
Sub-Total Section (E)					\$ 7,168.80		\$ 8,541.30		\$ 12,087.00		\$ 10,475.60
(F) Charles St. from 7th St. to Higgins St.											
55	Reflectorized Pavement Markings Type I (Yellow) (4") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	1,200	\$ 0.48	\$ 576.00	\$ 0.70	\$ 840.00	\$ 0.95	\$ 1,140.00	\$ 2.20	\$ 2,640.00
56	Reflectorized Pavement Markings Type I (White) (8") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	80	\$ 1.05	\$ 84.00	\$ 2.15	\$ 172.00	\$ 1.40	\$ 112.00	\$ 2.20	\$ 176.00
57	Reflectorized Pavement Markings Type I (White) (12") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	220	\$ 1.50	\$ 330.00	\$ 3.70	\$ 814.00	\$ 4.25	\$ 935.00	\$ 2.43	\$ 534.60
58	Reflectorized Pavement Markings Type I (White) (24") (Solid) - Furnish & Applied, including Surface Preparation and Sealer	LF	70	\$ 3.50	\$ 245.00	\$ 7.65	\$ 535.50	\$ 8.50	\$ 595.00	\$ 7.06	\$ 494.20
59	Reflectorized Pavement Markings Type I (White) (ARROW) - Furnish & Applied, including Surface Preparation and Sealer	EA	2	\$ 110.00	\$ 220.00	\$ 195.00	\$ 390.00	\$ 265.00	\$ 530.00	\$ 141.25	\$ 282.50
60	Reflectorized Pavement Markings Type I (White) (WORD "ONLY") - Furnish & Applied, including Surface Preparation and Sealer	EA	2	\$ 120.00	\$ 240.00	\$ 205.00	\$ 410.00	\$ 270.00	\$ 540.00	\$ 141.25	\$ 282.50
61	Reflectorized Pavement Marker Type II-A-A - Furnish & Applied	EA	80	\$ 4.00	\$ 320.00	\$ 4.80	\$ 384.00	\$ 7.00	\$ 560.00	\$ 5.65	\$ 452.00
62	Eliminate Existing Pavment Markings (4")	LF	1,200	\$ 0.40	\$ 480.00	\$ 0.38	\$ 456.00	\$ 0.50	\$ 600.00	\$ 0.51	\$ 612.00
63	Eliminate Existing Pavment Markings (8")	LF	80	\$ 1.00	\$ 80.00	\$ 0.60	\$ 48.00	\$ 1.00	\$ 80.00	\$ 0.28	\$ 22.40
64	Eliminate Existing Pavment Markings (12")	LF	220	\$ 2.25	\$ 495.00	\$ 0.95	\$ 209.00	\$ 2.50	\$ 550.00	\$ 0.40	\$ 88.00
65	Eliminate Existing Pavment Markings (24")	LF	70	\$ 4.00	\$ 280.00	\$ 1.80	\$ 126.00	\$ 5.00	\$ 350.00	\$ 4.35	\$ 304.50
66	Eliminate Existing Pavment Markings (Word or Symbol)	EA	4	\$ 80.00	\$ 320.00	\$ 45.00	\$ 180.00	\$ 95.00	\$ 380.00	\$ 56.50	\$ 226.00
67	Eliminate Existing Raised Pavement Markers	LS	1	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 1,695.00	\$ 1,695.00
Sub-Total Section (F)					\$ 4,170.00		\$ 4,714.50		\$ 6,572.00		\$ 7,809.70
TOTAL BID (A + B + C + D + E + F) ITEMS:					\$ 58,001.30		\$ 69,903.55		\$ 95,507.00		\$ 131,610.39
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

**Council Meeting
July 13, 2023
Agenda Item #13**

**Final Plat for the
PortNorth 59 Industrial Park**



APPLICATION FOR SUBDIVISION PLAT APPROVAL

Contact Information:

Name: Windrose Land Services

(if, company or corporation, name of officer)

Developer: Phelan-Bennett Development, LLC Phone: 713-502-2704

Address: 5301 Polk Street, Building 25

Architect or Engineer: TAC Engineering, LLC Phone: 281-660-0865

Address: P.O. Box 8436 Spring, TX 77387

Applicant: JP Anders - Windrose Land Services Phone: (346) 998-3793

Address: 5353 W Sam Houston Parkway N, Suite 150, Houston, TX 77041

Plat Name: PortNorth 59 Industrial Final Plat Plat Location: 0 Rankin Road

Survey: W.B. Adams Survey Abstract No.: 95

Geographic Location: (List only major streets, bayous or creeks)

<u>Rankin Road</u>	<u>Carpenter Road</u>	<u>Eastex Fwy</u>	<u>Spears Drive</u>
North of	South of	East of	West of

Council Action Requested:

<input checked="" type="checkbox"/> Final	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Street Dedication	<input type="checkbox"/> Amending Plat
<input type="checkbox"/> Replat	<input type="checkbox"/> Development	<input type="checkbox"/> Street Pattern Only	<input type="checkbox"/> Vacating Subdivision

Plat Type:

<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Commercial/Industrial	<input type="checkbox"/> Private Street Plats
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Planned Improvements:

Streets:	<input type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Concrete C&G
Drainage System:	<input type="checkbox"/> Storm Sewer		
Sanitary System:	<input type="checkbox"/> City		
Water Systems:	<input type="checkbox"/> City		

Existing Easements – Fee Strips:

HL&P HCCF NO E354383; CHANNEL TRANSPORT & MARKETING VOL 1216, PG 405 HCDR; SW BELL VOL 3871, P 6 HCDR;
AMERICAN LIBERTY PIPELINE CO VOL 1041, PG 596 HCDR ; HCFCD HCCF NO RP-2023-212090

Plat Data:

Regular Subdivision
Acreage: 35.3628
Lots: 0
Acres in reserve (Restricted/Unrestricted): 35.3628 unrestricted
Typical Lot Size: N/A
Public Street Footage (Final Plat Only):
Major Thoroughfare Footage (Final Only):
Open Space Acreage: N/A
Parking Provided: N/A

Private Street Plat
Acreage:
Lots:
Dwelling Units:
Typical Lot Size:
Density (DU/AC):
Acres in Reserve:
Open Space:
Public Street (Final)
Major Street (New)
Major Street (Widening)
Private Street
Parking Required

I CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE, TRUE AND CORRECT AND THE UNDERSIGNED IS AUTHORIZED TO MAKE THIS APPLICATION.

Applicant Signature: John P Anders Date: 06/30/2023

For Department Use Only

() Form Completed () Base Fee: \$25.00 () Title Opinion () Encumbrance Statement

Application Accepted By: _____

Application Date: _____

City Manager or Designee

Council Meeting
July 13, 2023
Agenda Item #14

Development Plat for the
PortNorth 59 Industrial Park



APPLICATION FOR SUBDIVISION PLAT APPROVAL

Contact Information:

Name: Windrose Land Services

(if, company or corporation, name of officer)

Developer: Phelan-Bennett Development, LLC Phone: 713-502-2704

Address: 5301 Polk Street, Building 25

Architect or Engineer: TAC Engineering, LLC Phone: 281-660-0865

Address: P.O. Box 8436 Spring, TX 77387

Applicant: JP Anders - Windrose Land Services Phone: (346) 998-3793

Address: 5353 W Sam Houston Parkway N, Suite 150, Houston, TX 77041

Plat Name: PortNorth 59 Industrial Devevelopment Plat Plat Location: 0 Rankin Road

Survey: W.B. Adams Survey Abstract No.: 95

Geographic Location: (List only major streets, bayous or creeks)

<u>Rankin Road</u>	<u>Carpenter Road</u>	<u>Eastex Fwy</u>	<u>Spears Drive</u>
North of	South of	East of	West of

Council Action Requested:

<input type="checkbox"/> Final	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Street Dedication	<input type="checkbox"/> Amending Plat
<input type="checkbox"/> Replat	<input checked="" type="checkbox"/> Development	<input type="checkbox"/> Street Pattern Only	<input type="checkbox"/> Vacating Subdivision

Plat Type:

<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Commercial/Industrial	<input type="checkbox"/> Private Street Plats
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Planned Improvements:

Streets:	<input type="checkbox"/> Public	<input type="checkbox"/> Private	<input type="checkbox"/> Concrete C&G
Drainage System:	<input type="checkbox"/> Storm Sewer		
Sanitary System:	<input type="checkbox"/> City		
Water Systems:	<input type="checkbox"/> City		

Existing Easements – Fee Strips:

HL&P HCCF NO E354383; CHANNEL TRANSPORT & MARKETING VOL 1216, PG 405 HCDR; SW BELL VOL 3871, P 6 HCDR;

AMERICAN LIBERTY PIPELINE CO VOL 1041, PG 596 HCDR ; HCFCD HCCF NO RP-2023-212090

Plat Data:

Regular Subdivision
Acreage: 35.3628
Lots: 0
Acres in reserve (Restricted/Unrestricted): 35.3628 unrestricted
Typical Lot Size: N/A
Public Street Footage (Final Plat Only):
Major Thoroughfare Footage (Final Only):
Open Space Acreage: N/A
Parking Provided: N/A

Private Street Plat
Acreage:
Lots:
Dwelling Units:
Typical Lot Size:
Density (DU/AC):
Acres in Reserve:
Open Space:
Public Street (Final)
Major Street (New)
Major Street (Widening)
Private Street
Parking Required

I CERTIFY THAT THE INFORMATION ON THIS FORM IS COMPLETE, TRUE AND CORRECT AND THE UNDERSIGNED IS AUTHORIZED TO MAKE THIS APPLICATION.

Applicant Signature: John P Anders Date: 06/30/2023

For Department Use Only

() Form Completed () Base Fee: \$25.00 () Title Opinion () Encumbrance Statement

Application Accepted By: _____

Application Date: _____

City Manager or Designee

Council Meeting
July 13, 2023
Agenda Item #15

CLOSED EXECUTIVE SESSION
Texas Government Code, Section 551.087 –
Deliberation Regarding
Economic Development Negotiations

Council Meeting
July 13, 2023
Agenda Item #16

**TAKE ACTION, IF ANY,
ON EXECUTIVE SESSION**

Council Meeting
July 13, 2023
Agenda Item #17

COMMUNITY ANNOUNCEMENTS

**Council Meeting
July 13, 2023
Agenda Item #18**

ADJOURN