



NOTICE OF JOINT MEETING

City Council Special Session Meeting

The City Council for the City of Simonton, Texas, will hold its City Council – Special Session Meeting on April 16, 2024 at 6 PM in City Hall, 35011 FM 1093, Simonton, Texas 77476, for the purpose of considering the following:

1. Call to Order and Establish Quorum
2. Invocation and Pledge
3. Public Comments

In accordance with Texas Open Meetings Act and Texas Government Code 551.007, City Council may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign-up prior to the meeting and is limited to 3 minutes.

4. Town Hall Presentation of Draft Comprehensive Plan 2024
5. Consider and take action on an Ordinance of the City Council of Simonton, Texas authorizing EDC A, a Type A Economic Development Corporation, to undertake any project that a Type B EDC may undertake under Chapter 505 of the Texas Local Government Code.
6. Consider and take action on a Resolution of the City Council Amending the EDC A Articles of Incorporation and confirming the board members of EDC A.
7. Adjourn

Simonton Economic Development Corporation A Regular Board Meeting

The Board of the Simonton EDC A will hold its Regular Board Meeting on April 16, 2024 at 6 PM in City Hall, 35011 FM 1093, Simonton, Texas 77476, for the purposes of considering the following:

1. Call to Order and Establish a Quorum
2. Consider and take action on the appointment of Board President.
3. Consider and take action on a project to partially fund an infrastructure improvement project that provides expanded public safety facilities and are generally municipally owned improvements.
4. Public Hearing on the Proposed Project.
5. Consider and take action for final approval of proposed project to partially fund an infrastructure improvement project that provides expanded public safety facilities and are generally municipally owned improvements
6. Adjourn.

NOTICE OF REGULAR MEETING

City Council Regular Session Meeting

The City Council for the City of Simonton, Texas, will hold its City Council – Regular Session Meeting on April 16, 2024 at 6:30 PM in City Hall, 35011 FM 1093, Simonton, Texas 77476, for the purpose of considering the following:

1. Call to Order and Establish a Quorum
2. Public Hearing on the proposed Strategic Partnership Agreement with Waller County Municipal Utility District 2 and the limited annexation to enlarge and extend the boundary limits of said city to include a certain tract of land being of or about 344.4 acres.
3. Public Comments
In accordance with Texas Open Meetings Act and Texas Government Code 551.007, City Council may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign-up prior to the meeting and is limited to 3 minutes.
4. Consider and Take Action on the Consent Agenda
Items listed under the Consent Agenda are considered routine and are generally enacted in one motion. The exception to this rule occurs when a Council Member requests one or more items removed from the Consent Agenda for separate discussion and action.

December 2023 Financial Reports

- a. December 2023 Council Report
- b. December 2023 Payment Report
- c. January 2024 Council Report
- d. January 2024 Payment Report

Revenue Management Services Report

- a. Sales and Use Tax Report, February 2024, Q1

City Council Meeting Minutes

- a. Approve Draft Minutes of March 19, 2024

Garner Agreement Amendment

- a. Ratify Garner Agreement Amendment

5. New Business

- a. Appointment of Board Member to Keep Simonton Beautiful Board.
- b. Consider and take action on a Resolution to approve the Proposed Project from the EDC A to partially fund an infrastructure improvement project that provides expanded public safety facilities and is a generally municipally owned improvement.

6. Adjourn to Executive Session

Executive Session pursuant to Chapter 551 of the Texas Government Code for purposes of:

Consultation with Legal Counsel (551.071)

Personnel Matters (Section 551.074) regarding the appointment, employment and duties of the City Administrator and City Secretary.

7. Reconvene to Open Session
8. Consider and Take Actions resulting from Executive Session

9. Reports
 - a. Mayor
 - b. City Staff
 - c. City Council

10. Next City Council Meeting

11. Adjournment

I, the undersigned, Interim City Secretary of the City of Simonton, do hereby certify that on April 12, 2024 by 5:00 p.m. I posted a true and correct copy of the above and following notice of the Joint Meeting; Special Session Meeting and Regular Meeting of the City of Simonton Council and Simonton Economic Development Corporation A of the City of Simonton to be held on April 16, 2024 Meetings to be held beginning at 6:00 p.m. at the Simonton City Hall, which posting was done not less than three (3) full days prior to the date fixed for said meetings



Janie Willman, Interim City Secretary

The City Council may hold an Open or Closed meeting by telephone conference call if an emergency or public necessity exists within the meaning of Section 551.045 of the Open Meetings Act, and the convening at one location of a quorum of the City Council is difficult or impossible.

The City Council may convene into executive session on any matter related to any of the above agenda items for a purpose, such a closed session is allowed under Chapter 551, Texas Government Code.

Reasonable accommodation for persons with disabilities attending this meeting will be available. Persons with disabilities in need of special assistance at the meeting should please contact the City Secretary at 281-533-9809 Agendas are posted on the City Website at <http://simontontexas.gov> .

CITY OF SIMONTON

Town Hall Meeting

April 16, 2024

6:00 p.m.

City Hall

Town Hall
4.



COMPREHENSIVE PLAN - 2024

1. Comprehensive Plan –Introduction
2. Update
3. Draft Report Overview
3. Community Engagement
4. CPAC Responses – Examples
5. Vision Statement
6. Guiding Principles & Recommendations
7. Implementation Strategy
8. Next Steps
9. Discussion/Input
10. Exhibits

Agenda

COMPREHENSIVE PLAN - 2024



Legal requirements

- *Texas Law – required for some programs, city actions*

Collective well-being to realize common values

- *Quality of life, crime prevention, environmental compliance*
- *Protect & sustain investment – private & public*

Guide physical, social, economic, and environmental development

- *Growth management*
- *Capital improvement programming*

Enhance decision making and policy development

- *Financial planning & integrity – truth-in-taxation*
- *Asset management, service delivery programming*

Many others....!

Introduction - Why Do Cities Plan?

COMPREHENSIVE PLAN - 2024



Create A Vision – A description of what the community wants based on input from all members of the community – **VISIONING PROCESS**

Prepare A Plan – Develop a plan to achieve the vision. Plan includes goals, objectives, policies, strategies, programs, market conditions, etc. This plan is called – **COMPREHENSIVE PLAN, MASTER PLAN, LAND USE PLAN**

Implement The Plan – Formulate strategies to make the plan happen. The primary tools to implement the plan are **ZONING, SUBDIVISION REGULATIONS, FUNDING**

Monitor & Evaluate The Plan – Formulate measures, evaluate effectiveness, results, and impacts. **STAFF, CITIZENS, CITY OFFICIALS, STAKEHOLDERS**



How Do Cities Plan?

COMPREHENSIVE PLAN - 2024



- Fort Bend County is one of the **fastest growing counties** in the United States. Fulshear, right down the road, is the fastest growing city in Fort Bend County. Simonton is in the direct path of this growth.
- By 2035, Fort Bend County is projected to **grow by over 25%** in population and to nearly double its population by 2050.
- Current growth patterns & market interest, combined with residential developments currently planned, are anticipated to result in tremendous **growth in Simonton's population** in the City and ETJ within **the next 10 years**.

Introduction - Why Now? Projections

COMPREHENSIVE PLAN - 2024



Change is Inevitable

The best way to predict the future is to create it.

Change is Coming

Your choice is how to impact it to meet your goals.

Communities are not just in the business of providing services such as sewer, water, police, fire, etc....

Communities are partners in creating the future.

Introduction - Truism

COMPREHENSIVE PLAN - 2024



Fulshear

Rosenberg

Richmond

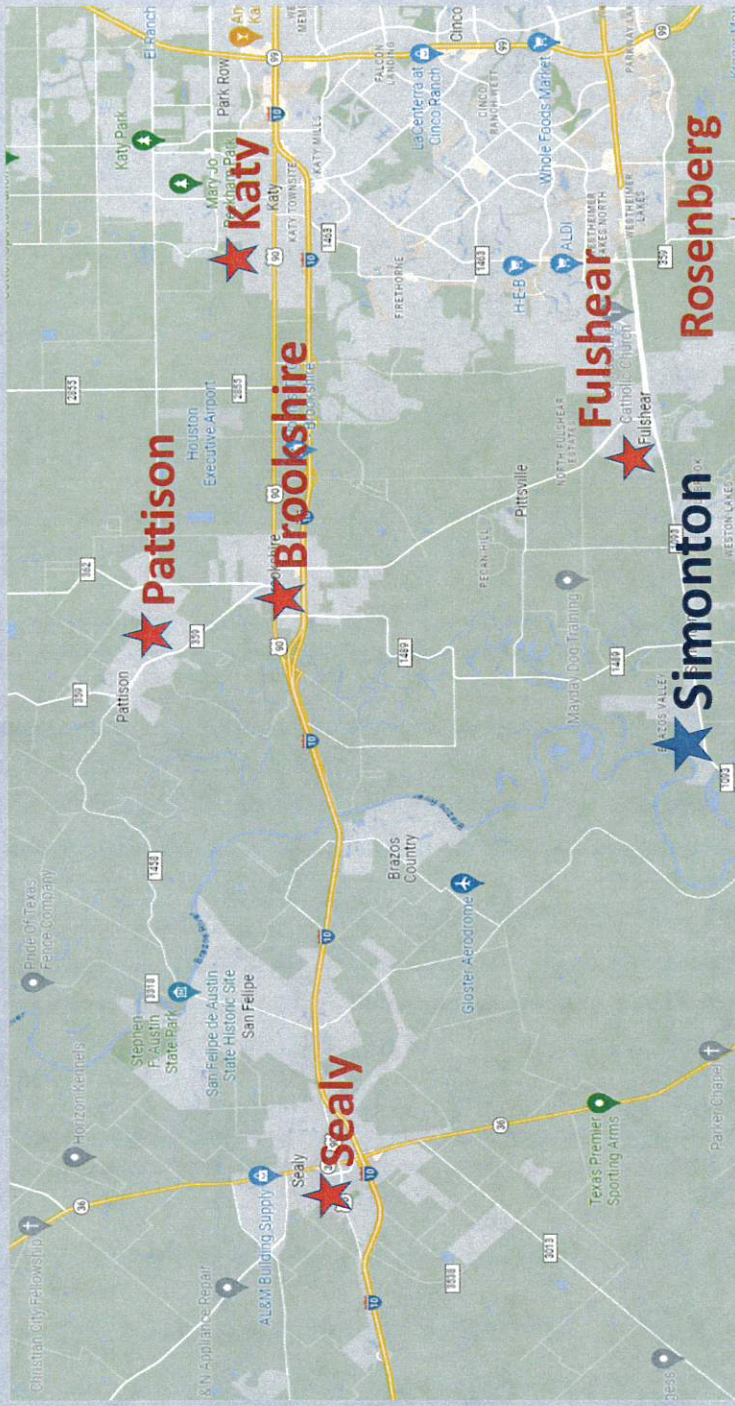
Sugar Land

Missouri City

Needville

Brookshire

Sealy



All have Comprehensive Plans!

Introduction - Surrounding Cities

COMPREHENSIVE PLAN - 2024

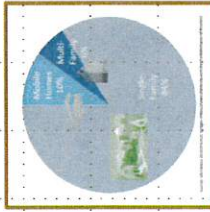




HOUSING & NEIGHBORHOODS

A. Existing

Single-family homes on spacious lots is the predominant land use in Needville. With almost 50% of Needville's land area developed for single-family residential, the city has a large number of single-family homes. The city's residential population is concentrated in several neighborhoods, both on individual lots and in multi-unit residential buildings. Single-family homes are generally located closer to the downtown area. Multi-unit residential buildings are concentrated in the downtown area, with a mix of single-family and multi-unit residential units. The city's average single-family lot size is 17,000 square feet, although lots range from 3,500 to over 100,000 square feet.



City of Needville Selected Housing Data	
Total housing units	1,156
Single-family	692
Multi-family	36
Mobile homes	128
Year Built	
1980-1989	345
1990-1999	197
Median Home Value	\$ 125,900

Source: U.S. Census 2010 American Community Survey

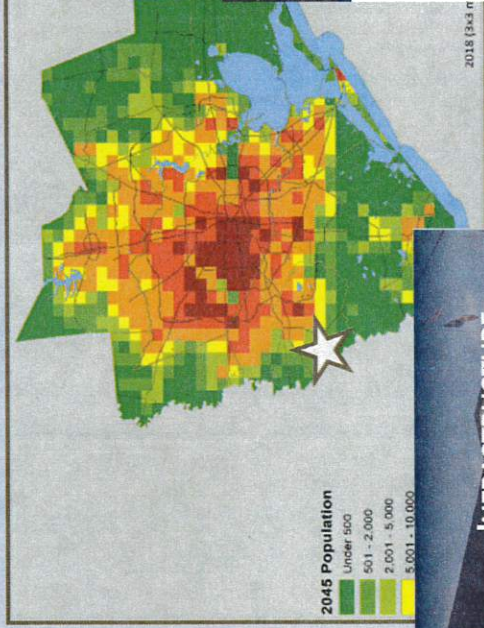
Text

Maps

Graphics

Tables

Illustrations



2018 Population

- Under 500
- 501 - 2,000
- 2,001 - 5,000
- 5,001 - 10,000

INFRASTRUCTURE, DRAINAGE, & HAZARD MITIGATION



Infrastructure, Drainage, and Hazard Mitigation is a strategic opportunity for the city to address infrastructure related to water purification and low, wastewater collection and treatment. Supporting the Comprehensive Plan vision and plan, these plans serve as a guide to all infrastructure projects and provide for the future of the city and its residents. The plans include recommendations for water and wastewater treatment and treatment, mitigation of flooding and other hazards and provide resilient solutions. The plans also identify sources of funding and recommend funding mechanisms from FEMA and other agencies.

A. Existing Conditions

The City of Needville has not adopted infrastructure, Drainage, and Hazard Mitigation plans. Most of the areas within the City limits have not identified any major flood areas within the city limits.

Source: Fort Bend County Geographic Information System

Source: U.S. Census 2010 American Community Survey

Source: U.S. Census 2010 American Community Survey

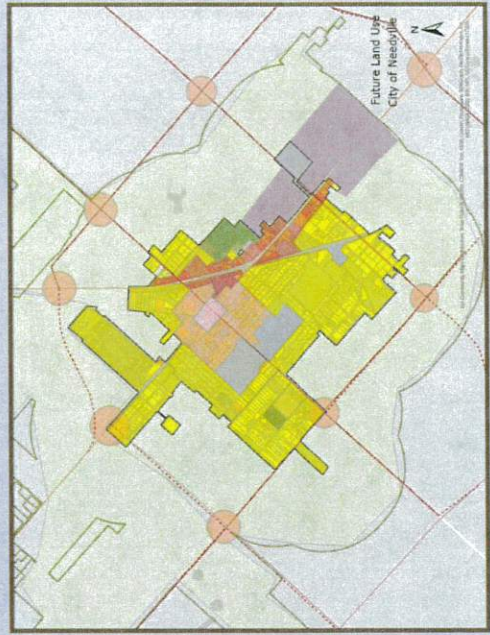
Source: U.S. Census 2010 American Community Survey

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ACKNOWLEDGEMENTS

The City of Needville Comprehensive Plan 2020 was developed by the City of Needville with the assistance of the Comprehensive Plan Advisory Committee and the planning firm of J&J Lich and Associates and Grand Corporation (Grand-Arkema Company). The Comprehensive Plan is a result of a collaborative effort between the City of Needville and the Grand Corporation. It would not have been possible without the assistance, support, and participation of the following individuals:

- | | |
|---------------------|--|
| City Council | Comprehensive Plan Advisory Committee |
| Chad Novakovich | Beverly Stricker |
| Cheryl Kuykendall | Cheryl Kuykendall |
| Cheryl Kuykendall | Denny Barmside |
| Dusty Salterberry | Donald Gray |
| Ernie Stuart (Ex.) | Dustin Vacek |



Introduction - Elements

COMPREHENSIVE PLAN - 2024



May - June 2023

July - Sep 2023

Sep - Dec 2023

Dec - Mar 2024



Work Session & CPAC 1 CPAC 2 - Aug. 7, 2023 CPAC 3 - Nov. 6, 2023 CPAC 4 - Feb. 29, 2024
 June 5, 2023 CC Update - Dec. 19, 2023

Project Status

COMPREHENSIVE PLAN - 2024



Your City, Your Plan!

Your participation, feedback and involvement is important!

Please take this opportunity to guide the Plan.

All are welcome!

[Click Here](#)

Comprehensive Plan 2023

The City of Simonton is undertaking steps to prepare a Comprehensive Plan – the first one for the City. The Comprehensive Plan is YOUR plan and your input is crucial to its success.

INTRODUCTION

- [About the Comprehensive Plan](#)
- [Comprehensive Plan Advisory Committee \(CPAC\)](#)
 - [Purpose and Members](#)
 - [Welcome Letter and Ordinance](#)
- [Proposed Work Schedule](#)

CITY COUNCIL WORKSHOP & CPAC MEETING 1 - June 5, 2023, 6:00 p.m.

- [Agenda](#)
- [Final Agenda](#)
- [Presentation](#)
- [Signup Sheet](#)
- [Input Received at the Meeting](#)
- [Photos of the Meeting](#)

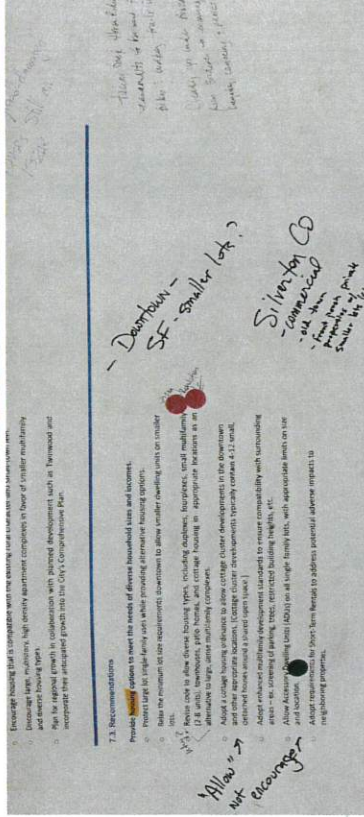
CITY COUNCIL WORKSHOP & CPAC MEETING 2 - August 7, 2023, 6:00 p.m.

- [Agenda](#)
- [Minutes](#)
- [Presentation](#)
- [Signup Sheet](#)
- [Input Received at the Meeting](#)
 - [Development Standards \(Mentimeter Survey\)](#)
 - [Visioning \(Mentimeter Survey\)](#)
 - [Maps](#)
- [Photos of the Meeting](#)

COMMUNITY RESPONSE SUMMARY AS OF JULY 10, 2023

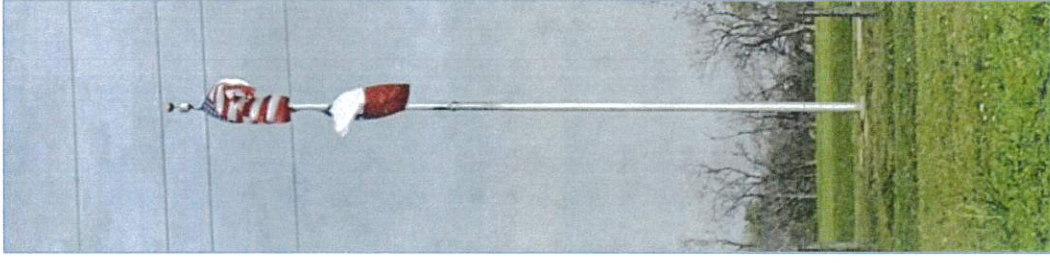
CPAC MEETING 3 - November 13, 2023, 6:00 p.m.

- [Agenda](#)
- [Presentation](#)
- [Signup Sheet](#)
- [Meeting Display Materials](#)
- [Input Received at the Meeting](#)
- [Photos of the Meeting](#)



Website update COMPREHENSIVE PLAN - 2024

Acknowledgements.....	6. Community Character & Development Standards ...
Executive Summary.....	6.1 Existing Conditions
1. Introduction and Authority.....	6.2 Guiding Principles
1.1 What is a Comprehensive Plan?	6.3 Recommendations
1.2 How is a Comprehensive Plan Prepared?	7. Mobility & Transportation
1.3 How to Use a Comprehensive Plan?	7.1 Existing Conditions
1.4 Why Do This Now?	7.2 Guiding Principles
1.5 Plan Outline	7.3 Recommendations
1.6 Authority for Plan	8. Infrastructure & Drainage.....
1.7 Extraterritorial Jurisdiction	8.1 Existing Conditions
1.8 Existing Planning Documents	8.2 Guiding Principles
1.9 Community Engagement	8.3 Recommendations
2. Vision and Guiding Principles.....	9. Resiliency & Sustainability.....
2.1 Vision and Statement	9.1 Existing Conditions
2.2 Guiding Principles and Objectives	9.2 Guiding Principles
3. Community Profile.....	9.3 Recommendations
3.1 Historical Background	10. Parks & Cultural Activities.....
3.2 Milestones of City Growth	10.1 Existing Conditions
3.3 Demographics	10.2 Guiding Principles
3.4 Regional Context	10.3 Recommendations
4. Land Use & Growth.....	11. Economic Development.....
4.1 Existing Conditions	11.1 Existing Conditions
4.2 Guiding Principles	11.2 Guiding Principles
4.3 Recommendations	11.3 Recommendations
5. Housing & Neighborhoods.....	12. Implementation Plan
5.1 Existing Conditions	13. Appendix
5.2 Guiding Principles	A. Community Online Input
5.3 Recommendations	B. CPAC Meeting Materials
	C. Summary of CPAC. Stakeholder and Community Input
	D. Stakeholder Interviews
	E. City of Simonton Report and Strategic Plan (2020)



Report Outline

COMPREHENSIVE PLAN - 2024

1 Introduction

Fig. 1A Simonton City Limits and Extraterritorial Jurisdiction

3 Community Profile

Fig. 3A Simonton Population since 1950

Fig. 3B Growth Rate Comparison

Fig. 3C Racial Composition

Fig. 3D Population by Age

Fig. 3E Population by Household Type

Fig. 3F Marital Status

Fig. 3G Median Household Income

Fig. 3H Employment Rate

Fig. 3I Regional Population Growth since 1980

4 Land Use & Growth

Fig. 4A Existing Land Use

Fig. 4B Existing Lot Sizes

Fig. 4C Twinwood Agreements

Fig. 4D Twinwood Location Map

Fig. 4E Twinwood One

Fig. 4F Twinwood Two

Fig. 4G Twinwood Three

Fig. 4H Twinwood Variances

Fig. 4I Future Land Use Map

5 Housing & Neighborhoods

Fig. 5A City of Simonton Select Housing Data

6 Community Character & Development Standards

Fig. 6A CPAC Mapping Exercise

Fig. 6B Existing Character Areas

7 Mobility

Fig. 7A Road Hierarchy

Fig. 7B Road Classifications

Fig. 7C Existing Road Network

Fig. 7D Traffic Attractors & Generators

Fig. 7E Traffic Volumes

Fig. 7F Road Crashes, 2018-2022

Fig. 7G Proposed Road Projects

Fig. 7H Selected Roads for Analysis

Fig. 7I Select Table from FHWA showing Service Volumes

Fig. 7J Existing Level of Service

Fig. 7K Expansion of FM 1093 (FM 1489-FM 359)

Fig. 7L Future Changes to Road Network

Fig. 7M Proposed Roads, Fort Bend County Major Thoroughfare Plan

Fig. 7N Proposed Intersection Improvements at FM 1489 and FM 1093

Fig. 7O Future Trip Generation

Fig. 7P Average Distance Travelled in Simonton

Fig. 7Q Process for Estimating Future Level of Service

Fig. 7R Future Conditions Level of Service (2045)

Fig. 7S Proposed Future Connections

Fig. 7T Proposed Roads, Classified by Type

Fig. 7U Proposed Road Cross-sections

8 Infrastructure & Drainage

Fig. 8A Groundwater Wells

Fig. 8B Permitted Septic Systems

Fig. 8C Drainage Infrastructure

Fig. 8D Gas Transmission Lines

Fig. 8E Services & Providers

9 Resiliency & Sustainability

Fig. 9A FEMA Flood Hazard Zones

Fig. 9B Flooding during Hurricane Harvey

Fig. 9C Proposed Allens Creek Reservoir

Fig. 9D Wetlands in Simonton

Fig. 9E Heat Severity in Simonton

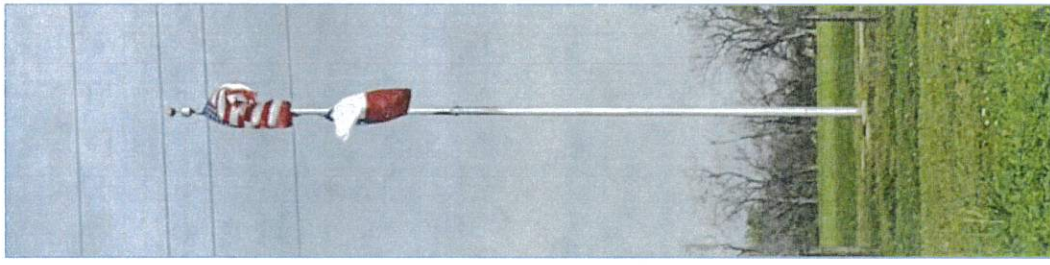
11 Economic Development

Fig. 11A Twinwood Development Agreements

Fig. 11B Twinwood Agreement 1 - ETJ

Fig. 11C Twinwood Agreement 2 - Outside ETJ

Fig. 11D Twinwood Agreement 3 - Simonton Village



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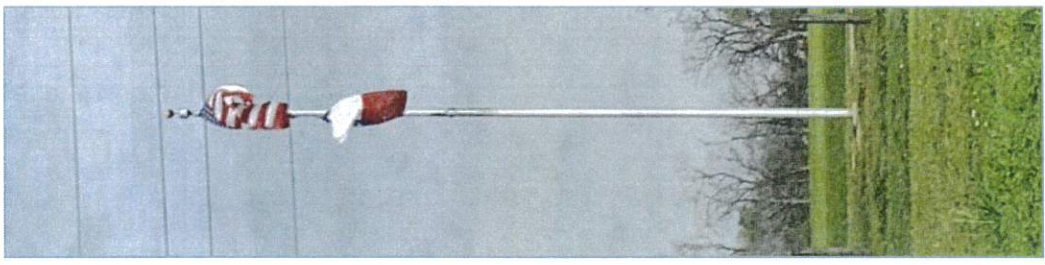
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Report Outline

COMPREHENSIVE PLAN - 2024

CPAC

4 CPAC meetings

Interactive exercise:

Mentimeter polling

Dot Exercise

Map Exercise

Citizens:

Website survey

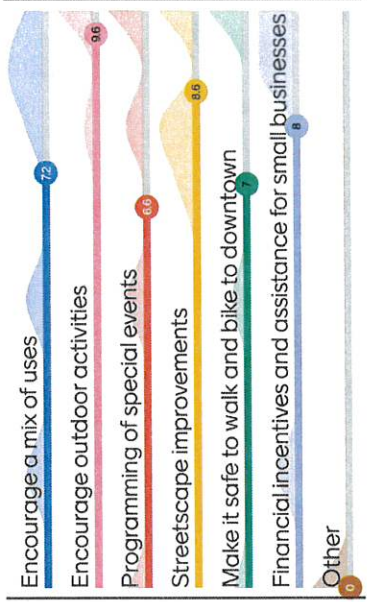
Printed copies:

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- [Agenda](#)
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What measures would you support to revitalize central core



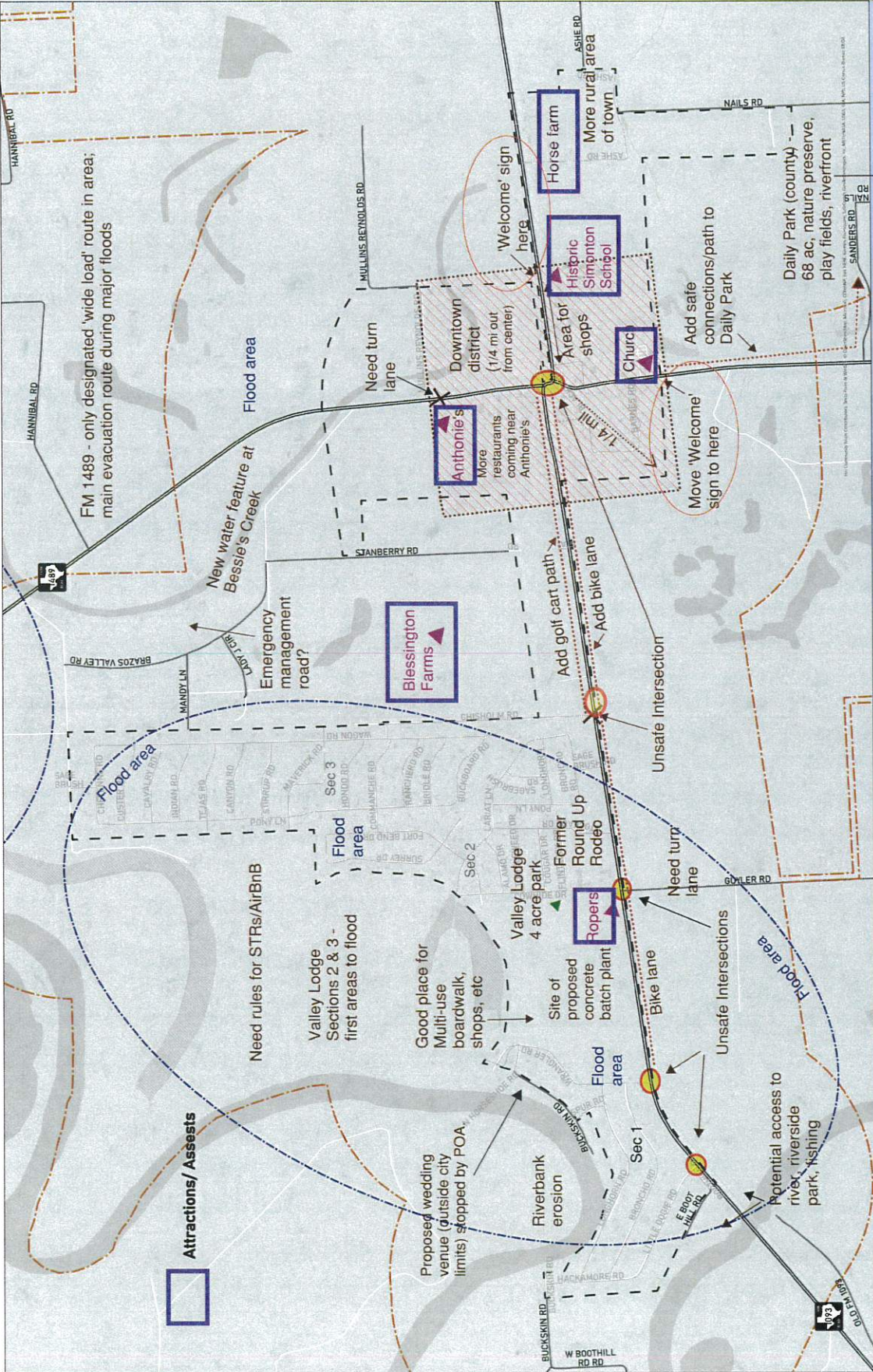
Refer to Website

Community Engagement

COMPREHENSIVE PLAN - 2023



- Farm-to-Market Road
- County Road
- Local Road
- Streets
- Simonton
- EU



Summary of Input from CPAC 2

COMPREHENSIVE PLAN - 2023

Years from now, Simonton will be a strong-knit quiet, rural, family-friendly community with preserved historic assets, protected natural areas, attractive downtown, safe circulation for all, and high-quality new development that results in a resilient and unique Simonton and provides a variety of business opportunities.



Vision Statement

COMPREHENSIVE PLAN - 2024

Mobility

Infrastructure

Resiliency & Sustainability

Parks and Open Space and Recreation

Economic Development

Land Use and Growth

Housing and Neighborhoods

Community Character

Downtown

Corridors

Citywide

Commercial Site Design Standards



No landscaping, wide setback



Landscaping, sidewalks, parking in front

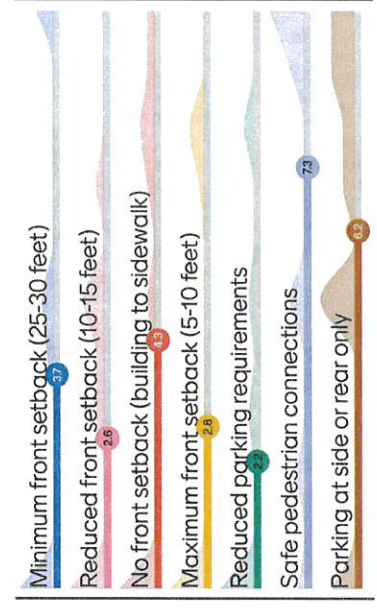


Reduced setback, parking at side or rear



Buildings oriented to street, no setback

Rate your support for site design standards in city core:



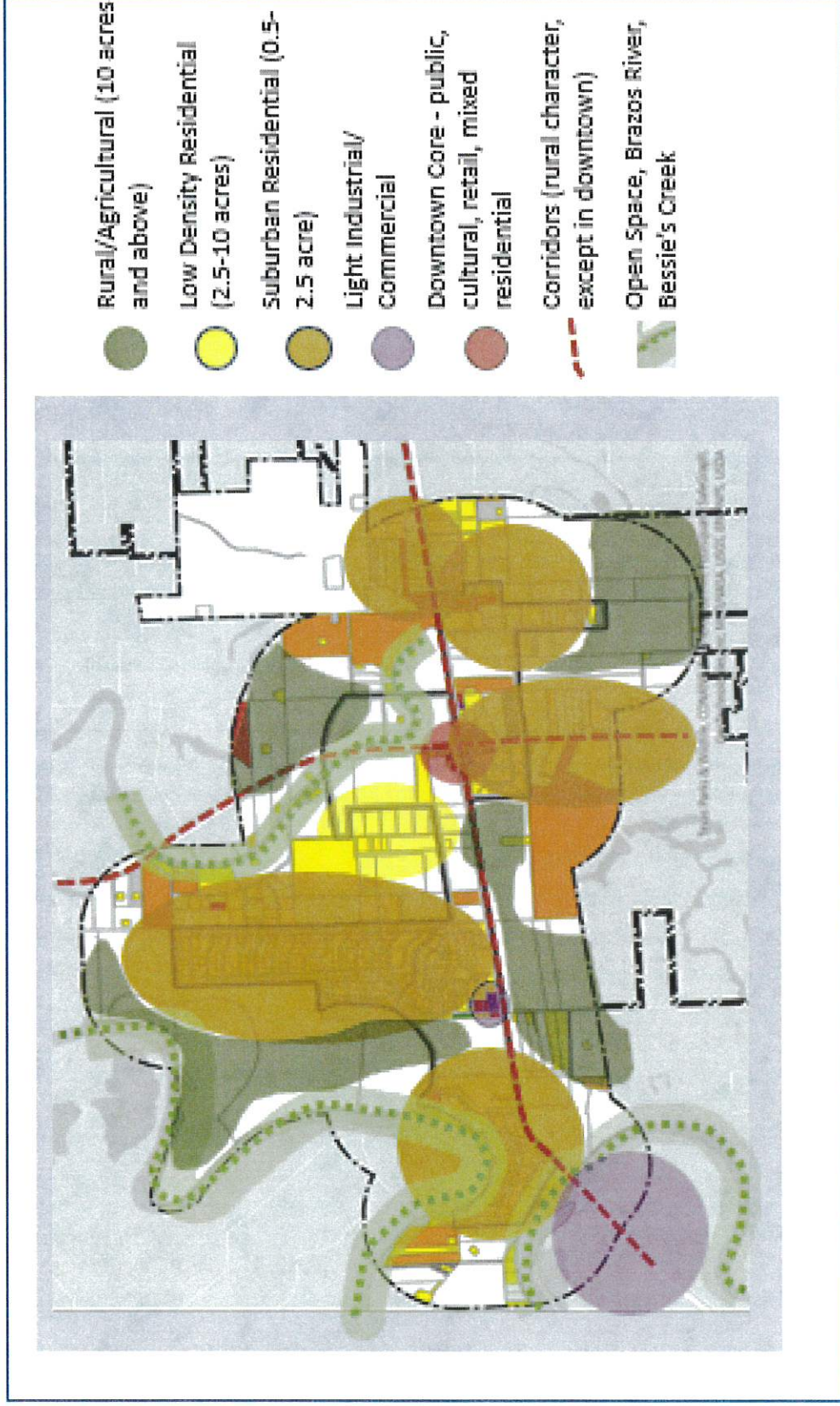
Refer to Exhibits

Topics - Guiding Principles & Recommendations

COMPREHENSIVE PLAN - 2024



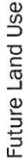








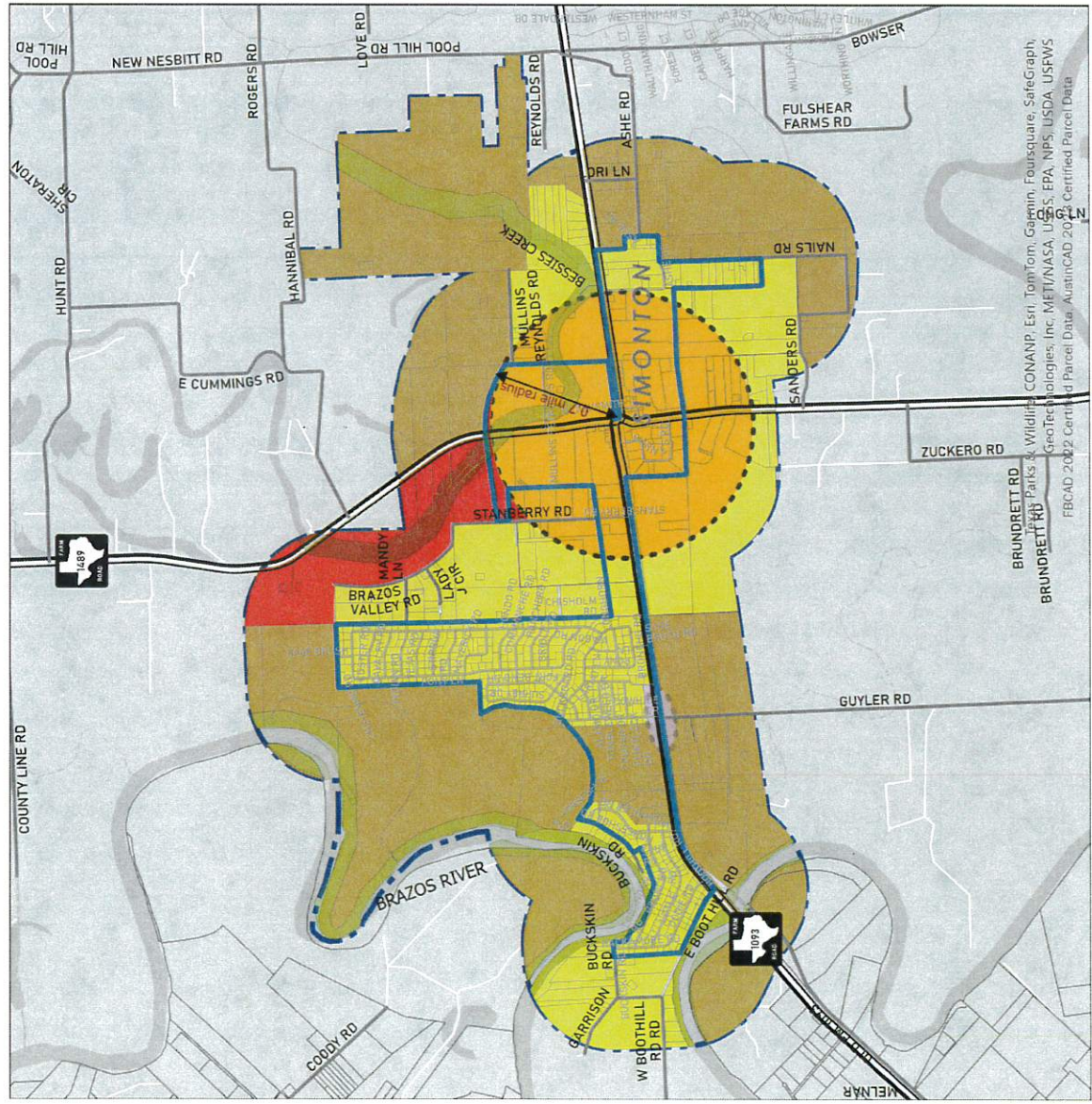
Existing Character Areas



Recommendations – Character Areas

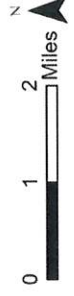
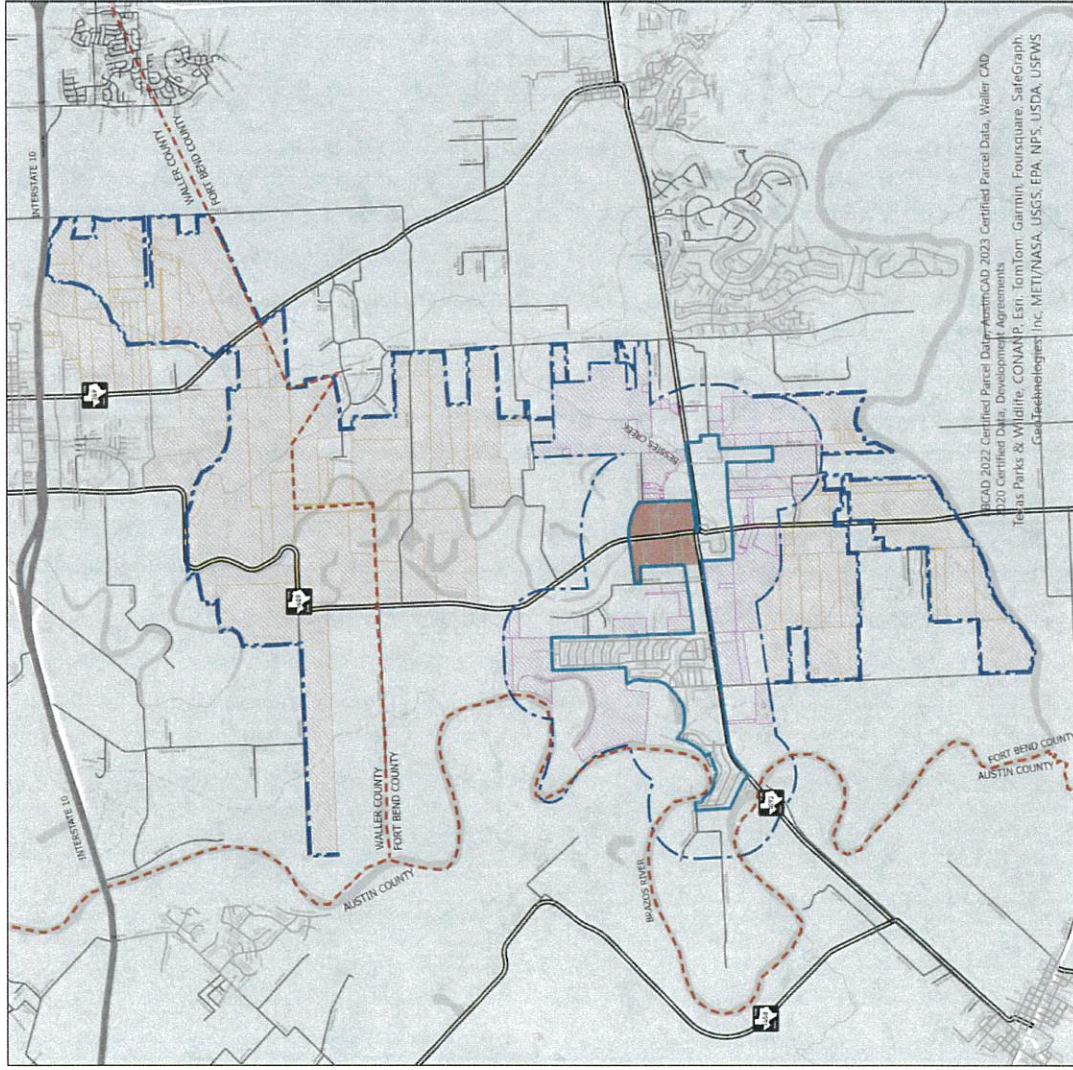
COMPREHENSIVE PLAN - 2024

-  Simonton City Limits
-  Simonton ETJ
-  Future Land Use
-  Mixed Use Corridor (MU)
-  Neighborhood Services (NS)
-  Low Density Residential (LR)
-  Rural Residential (RR)
-  Downtown Mixed Use (DT)
-  Open Space



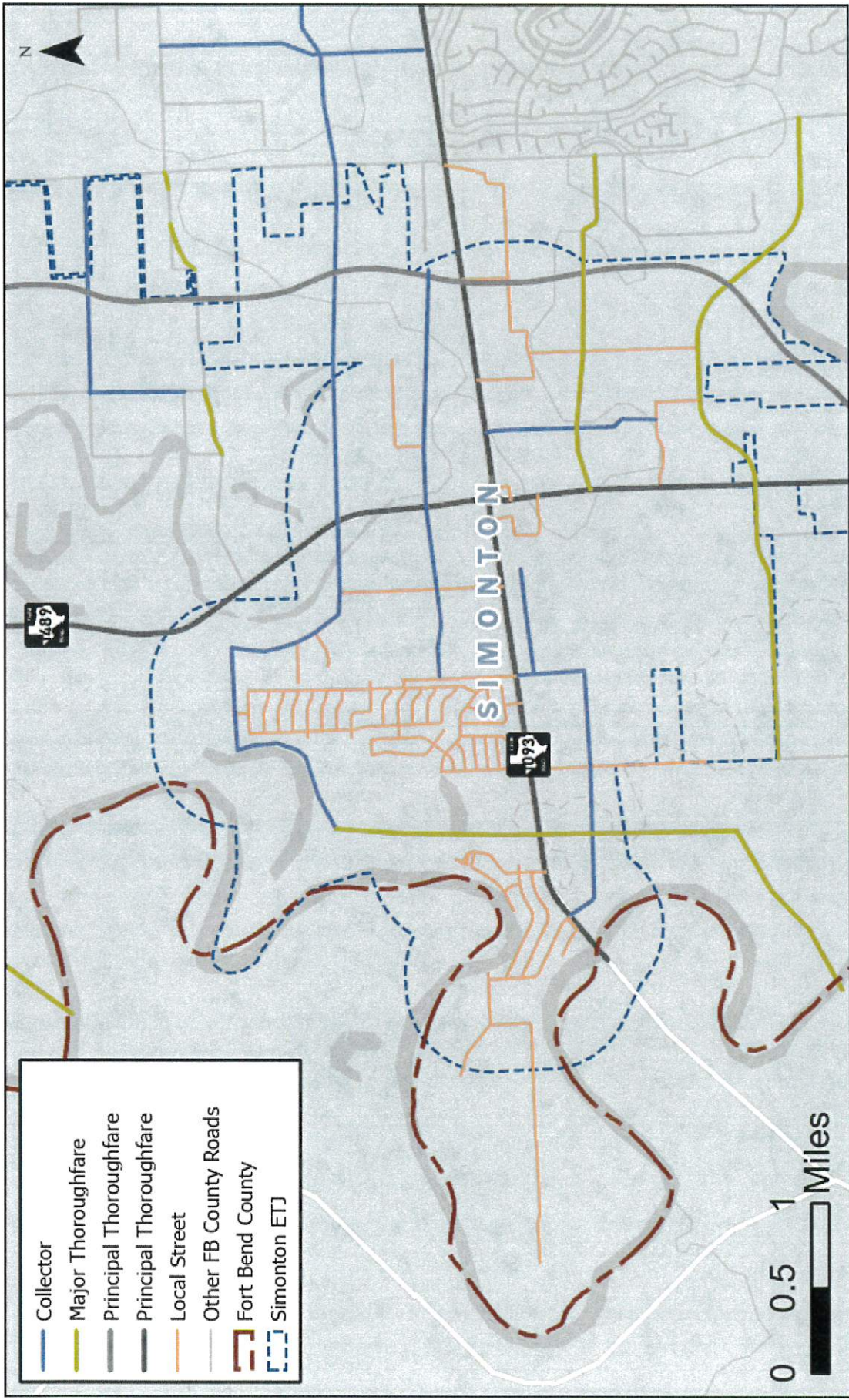
Recommendations - Future Land Use Map

COMPREHENSIVE PLAN - 2024



Twinwood Development

COMPREHENSIVE PLAN - 2024



Proposed Thoroughfare Plan

COMPREHENSIVE PLAN - 2024

Components

Key actions (what)

Community priorities (why)

Responsible entities (who)

Desired timeline (when)

Available resources (how)

Plan does
not stay on
the shelf

Action Types

- **Regulation/Code:** updating existing regulations or developing new ordinances
- **Coordination:** working with other agencies or groups to implement goals
- **CIP:** includes any capital investments or physical improvements
- **Program:** utilizing existing programs, processes or work plans
- **Private-Public Partnership/Development Driven:** goals that can be implemented through the development process
- **Master Plans/Studies:** new plans or update existing plans

Timing

Time frame for implementation - targets that are subject to prioritization over time, as situations change

- Short-term: 1-2 years
- Long-term: 6-10 years
- Mid-term: 3-5 years
- Ongoing: existing programs

Funding Sources

City's general funds

Public-private partnerships/incentives, etc.

Federal/state grants- CDBG, Disaster Recover Grants,

Safe Routes to School, Safe Streets for All, etc.

Implementation Strategy

COMPREHENSIVE PLAN - 2024



Exercise

This is a PRIORITIZATION exercise, not a preference exercise - which ones to tackle first?

• High: 1-2 years

• Medium: 3-5 years

• Low: 6-10 years

Color

Color

Color

8 stations

Each member put a dot on each recommendation



Implementation Strategy - Prioritization

COMPREHENSIVE PLAN - 2024

LAND USE	Action	Timing	Entities	Priority
Consider adoption of a zoning ordinance.	Adopt a Zoning Code	Short-term: 1-2 years	City	21
Adopt a Future Land Use Map	Adopt Comprehensive Plan	In progress	City	n/a
HOUSING & NEIGHBORHOODS				
<i>Housing</i>				
Adopt enhanced multifamily development standards.	Amend Code	Short-term: 1-2 years	City	16
Adopt requirements for Short-Term Rentals	Amend Code	Short-term: 1-2 years	City	14
Reduce minimum lot size in downtown to allow smaller dwelling units on small lots.	Amend Code	Short-term: 1-2 years	City	8
Allow 'missing middle' medium-density housing types in appropriate locations.	Amend Code	Short-term: 1-2 years	City	6
Allow Accessory Dwelling Units (ADUs) on all single-family lots, with restrictions.	Amend Code	Short-term: 1-2 years	City	4
<i>Subdivision Standards</i>				
Strengthen subdivision design standards.	Amend Code	Short-term: 1-2 years	City, County	15
Adopt Planned Development standards to encourage innovative developments.	Amend Code	Short-term: 1-2 years	City, County	15
Adopt Conservation Development Alternative to protect natural open space.	Amend Code	Short-term: 1-2 years	City, County	4
<i>Neighborhood Protection</i>				
Implement a robust code enforcement program to address unsafe or unsightly conditions.	Amend Code	Short-term: 1-2 years	City	21
Pursue funding to assist in remediating-of blighted structures.	Apply for grants	Ongoing	City, State, Federal	11
Strengthen property maintenance codes and consider a property inspection program.	Amend Code	Short-term: 1-2 years	City	10
COMMUNITY CHARACTER & DEVELOPMENT STANDARDS				
<i>Highlight and preserve downtown's historic character and sense of place.</i>				
Adopt Building Design Standards for building height, transparency, facades.	Amend Code	Short-term: 1-2 years	City	18
Adopt Site Design Standards for setbacks, walkways, parking location, outdoor activities.	Amend Code	Short-term: 1-2 years	City	15
Identify historic resources and encourage preservation and adaptive reuse.	Conduct a historic resource inventory	Short-term: 1-2 years	City, County Historical Commission	13
Adopt International Existing Building Code to facilitate reuse of older buildings.	Amend Code	Short-term: 1-2 years	City	9
Highlight gateways to downtown on FM 1489 and FM 1039 with signage, landscaping and art.	Prepare a Gateway Beautification plan	Mid-term: 3-5 years	City, Keep Simonton Beautiful	8
Consider downtown-specific sign standards.	Amend Code	Short-term: 1-2 years	City, Keep Simonton Beautiful	6
Install comprehensive streetscape improvements with wide sidewalks, street trees, lighting, and benches.	Prepare a Downtown Plan	Mid-term: 3-5 years	City	4

Refer to Exhibits & Website Example



Implementation Strategy - Prioritization

COMPREHENSIVE PLAN - 2024

- Public Hearing & Adoption
- Final Report

Next Steps

COMPREHENSIVE PLAN - 2024



- Review Exhibits / Comments

- Q/A

Discussion

COMPREHENSIVE PLAN - 2024



ORDINANCE 2024-XX

AN ORDINANCE OF THE CITY OF SIMONTON, TEXAS, PROVIDING FOR THE APPROVAL OF THE CITY OF SIMONTON ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE TYPE B PROJECTS.

WHEREAS, The City of Simonton Economic Development Corporation (the “EDC A”) is a Non-Profit Corporation incorporated under Article 5190.6, Section 4A, of the Development Corporation Act of 1979; and

WHEREAS, the City Council (the “Council”) of the City of Simonton, Texas, (the “City”) approved the incorporation as evidenced by the Articles of Incorporation of City of Simonton Development Corporation (the “Articles”); and

WHEREAS, Section 504.171, Authority of Certain Corporations to Undertake Type B Projects, of the Texas Local Government Code, allows for a Type A Corporation to undertake any project a Type B corporation may undertake under; and,

WHEREAS, the City Council finds that the City has also authorized a Type B corporation; and

WHEREAS, the City Council finds that the population of the City is less than 7,500; and

WHEREAS, the City Council finds it is in the best interest of the City to authorize EDC A to undertake any project a Type B corporation may undertake;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, THAT:

Section 1. The facts and matters contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City of Simonton Economic Development Corporation is hereby authorized to undertake any project a Type B corporation may undertake per Section 504.171 of the Texas Local Government Code. Expenditure of funds on any project is still contingent on approval of the City Council of the City of Simonton.

Section 3. This Ordinance shall be in full force and effect from and after its date of passage, in accordance with law.

PASSED, APPROVED, and ADOPTED this _____ day of _____ 2024.

CITY OF SIMONTON

Laurie Boudreaux, Mayor

Attest:

Janie Willman, Interim City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, AMENDING ARTICLE IX, DIRECTORS, OF THE ARTICLES OF INCORPORATION OF CITY OF SIMONTON DEVELOPMENT CORPORATION; AFFIRMING AND APPOINTING DIRECTORS TO SIMONTON ECONOMIC DEVELOPMENT CORPORATION.

* * * * *

WHEREAS, The Simonton Economic Development Corporation A (the "EDC A") is a Non-Profit Corporation incorporated under Article 5190.6, Section 4A, of the Development Corporation Act of 1979; and

WHEREAS, The City Council of the City of Simonton (the "Council") approved the incorporation as evidenced by the Articles of Incorporation of City of Simonton Development Corporation (the "Articles"), attached as Exhibit "A"; and

WHEREAS, Pursuant to Section 504.051, Board of Directors, the City Council of Simonton, Texas (the "City") appoints the members of the board of directors of an Economic Development Corporation; and

WHEREAS, The Articles can be amended from time to time by Council; and

WHEREAS, The Council finds it is in the best interest to achieve the purposes and governance of EDC A to amend the Articles to allow all five (5) directors to be employees, officers, or members of Council; and

WHEREAS, the Council finds it is in the best interest to affirm and appoint the Council as the Board of Directors of EDC A;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS:

SECTION 1. THAT the recitals to this Resolution are true and correct and are incorporated herein for all purposes.

SECTION 2. THAT the Articles are amended by removal of strikethrough and addition of underlined below:

"Article IX. Directors.

The affairs of the Corporation shall be managed by a Board of Directors consisting of five (5) directors appointed by the Council. Subsequent to the initial terms, directors shall serve for two (2) year terms of office. Terms shall be staggered. ~~No more than three (3) directors shall~~ All directors may be persons who are employees, officers, or members of Council.

The names and addresses of the persons who are to serve as the initial directors and the dates of expiration of their initial terms as directors are as follows:"

SECTION 3. THAT the names of the persons who are to serve as the directors are as follows:

- Courtney Cox**
- Burns Turner**
- Faith Haley**
- Justin Boudreau**
- Kelli Matula**

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024.

FOR THE CITY:

LAURIE BOUDREAUX, MAYOR

ATTEST:

Janie Willman, City Secretary

FEB 11 2009

**ARTICLES OF INCORPORATION
OF
CITY OF SIMONTON DEVELOPMENT CORPORATION
A NON-PROFIT CORPORATION**

Corporations Section

**STATE OF TEXAS)(
COUNTY OF FORT BEND)(**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, a resident and qualified voter of the City of Simonton (the "City"), and a citizen of the State of Texas, acting as incorporators of a public instrumentality, and non-profit industrial development corporation (the "Corporation"), organized and governed under the provisions of Vernon's Ann. Civil Statutes, Article 5190.6, Section 4A, of the Development Corporation Act of 1979 (the "Act"), with the approval of the City Council of the City of Simonton (the "Council") as evidenced by the attached Resolution, do hereby adopt the following Articles of Incorporation for the Corporation.

**ARTICLE I
NAME**

The name of the Corporation is City of Simonton Development Corporation.

**ARTICLE II
NON-PROFIT STATUS**

The Corporation is a public non-profit corporation, and is an industrial development corporation organized under the provisions of the Act, and governed by Section 4A of the Act. In the event of any conflict between any provisions of these Articles of Incorporation and the Act, then the provisions of the Act shall prevail.

**ARTICLE III
DURATION**

The period of duration of the Corporation is perpetual.

**ARTICLE IV
PURPOSE**

The Corporation is organized for the public purpose of aiding, promoting, and furthering the economic development of the City, pursuant to the provisions of the Act. The Corporation may issue bonds or incur other forms of debt to fulfill its public purpose. The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service, prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code of 1954, as amended.

No agreements, bonds, debts, or obligations of the Corporation are, or shall ever be deemed to be, the agreements, bonds, debts, or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City or any other political corporation, subdivision, or agency of the State of Texas, or the pledge of faith and credit of any of them.

**ARTICLE V
AUTHORIZATION**

The City has specifically authorized the Corporation by Resolution to act on its behalf to further the public purposes stated in the Resolution and these Articles of Incorporation, and has approved these Articles of Incorporation. A copy of said Resolution is attached to these Articles of Incorporation and made a part hereof for all purposes.

**ARTICLE VI
MEMBERSHIP AND STOCK**

The Corporation has no members and is a non-stock corporation.

**ARTICLE VII
BYLAWS**

The Corporation's internal affairs shall be regulated by a set of Bylaws, not inconsistent with the laws of this State, and approved by the Council, under whose auspices the Corporation is created.

**ARTICLE VIII
REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the Corporation is 35011 FM 1093, Simonton, Texas 77476, and the mailing address is PO Box 7, Simonton, TX 77476, and the initial registered agent is Joan Robertson.

**ARTICLE IX
DIRECTORS**

The affairs of the Corporation shall be managed by a Board of Directors consisting of five (5) directors appointed by the Council. Subsequent to the initial terms, directors shall serve for two (2) year terms of office. Terms shall be staggered. No more than three (3) directors shall be persons who are employees, officers, or members of Council. The names and addresses of the persons who are to serve as the initial directors and the dates of expiration of their initial terms as directors are as follows:

Name	Address	Expiration of Term
David S. Narveson	8502 Stansberry Rd. Simonton, TX 77476	June 1, 2010
Barbara M. Minton	38277 West Bronco Simonton, TX 77476	June 1, 2010
Cynthia V. Aber	35027 FM 1093 Simonton, TX 77476	June 1, 2011

Joel Mayhugh

4818 Oxbow Circle West
Fulshear, TX 77441

June 1, 2011

Tom Walker

1515 Pony Lane
Wallis, TX 77485

June 1, 2011

Each director, including the initial directors, must reside within the City or Fort Bend County, Texas. Each director, including the initial directors, shall be eligible for reappointment. Irrespective of terms, directors serve at the pleasure of the Council, and are removable by a majority vote of the Council at any time, with or without cause. The directors, including the initial directors, shall serve without compensation, except they may be reimbursed for actual expenses incurred in the performance of their duties.

ARTICLE X INCORPORATORS

The names and addresses of the incorporators are as follows:

Name	Address
Louis J. Boudreaux	9530 Barnes Rd. Simonton, TX 77476
Paul Sabrsula, Jr.	37716 Bronco Simonton, TX 77476
Jimmy Gammill	36602 Hondo Simonton, TX 77476
Daniel McJunkin	1234 Pony Lane Simonton, TX 77476
Margaret Wright	36719 Maverick Simonton, TX 77476

ARTICLE XI DIVIDENDS

No dividends shall ever be paid by the Corporation, and no part of its net earnings remaining after payment of its expenses shall be distributed to, or inure to the benefit of its directors.

**ARTICLE XII
DISSOLUTION**

If the Corporation should ever be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal, or mixed, such funds, or property, or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction, of all debts and claims. The City reserves the right to dissolve the Corporation.

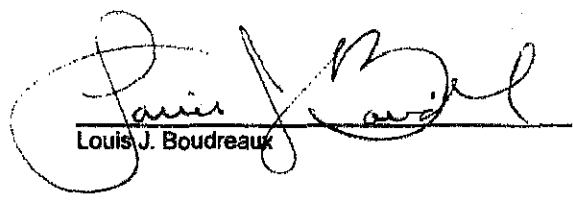
**ARTICLE XIII
AMENDMENT**

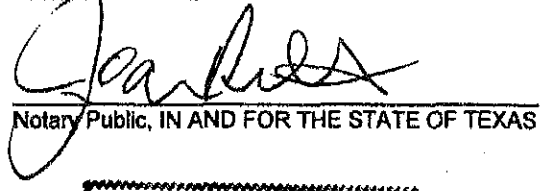
These Articles of Incorporation may at any time, and from time to time, be amended by the Board of Directors upon approval by the Council, or by Council, provided any such amendment, or amendments, are executed in accordance with the Act, and are lawful under the Act.

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, on this day personally appeared Louis J. Boudreaux, known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that he/she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

GIVEN UNDER MY HAND and seal of office this 20 day of JANUARY, 2009, A.D.


Louis J. Boudreaux

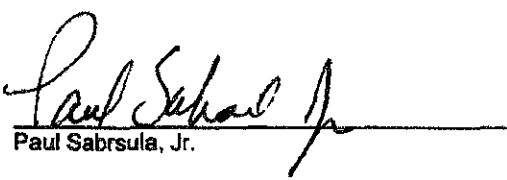

Notary Public, IN AND FOR THE STATE OF TEXAS

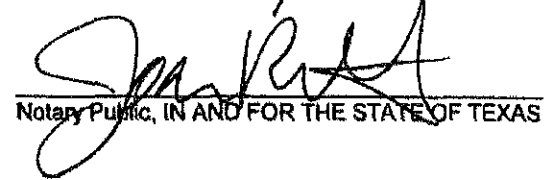


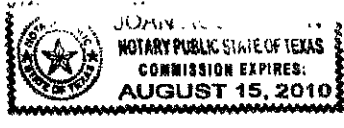
THE STATE OF TEXAS)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, on this day personally appeared Paul Sabrsula, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that he/she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

GIVEN UNDER MY HAND and seal of office this 20 day of January, 2009, A.D.


Paul Sabrsula, Jr.



Notary Public, IN AND FOR THE STATE OF TEXAS

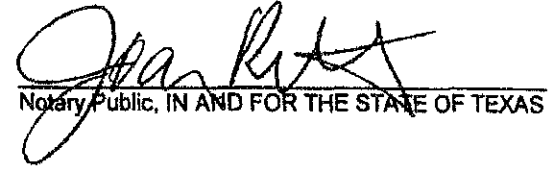


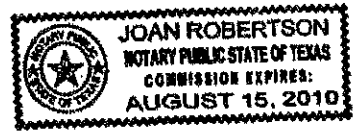
THE STATE OF TEXAS)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, on this day personally appeared Jimmy Gammill, known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that he/she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

GIVEN UNDER MY HAND and seal of office this 20 day of January, 2009, A.D.


Jimmy Gammill


Notary Public, IN AND FOR THE STATE OF TEXAS



THE STATE OF TEXAS)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel McJunkin, known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that he/she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

GIVEN UNDER MY HAND and seal of office this 20 day of January, 2009, A.D.

Daniel McJunkin
Daniel McJunkin

Joan
Notary Public, IN AND FOR THE STATE OF TEXAS



THE STATE OF TEXAS)
COUNTY OF FORT BEND)

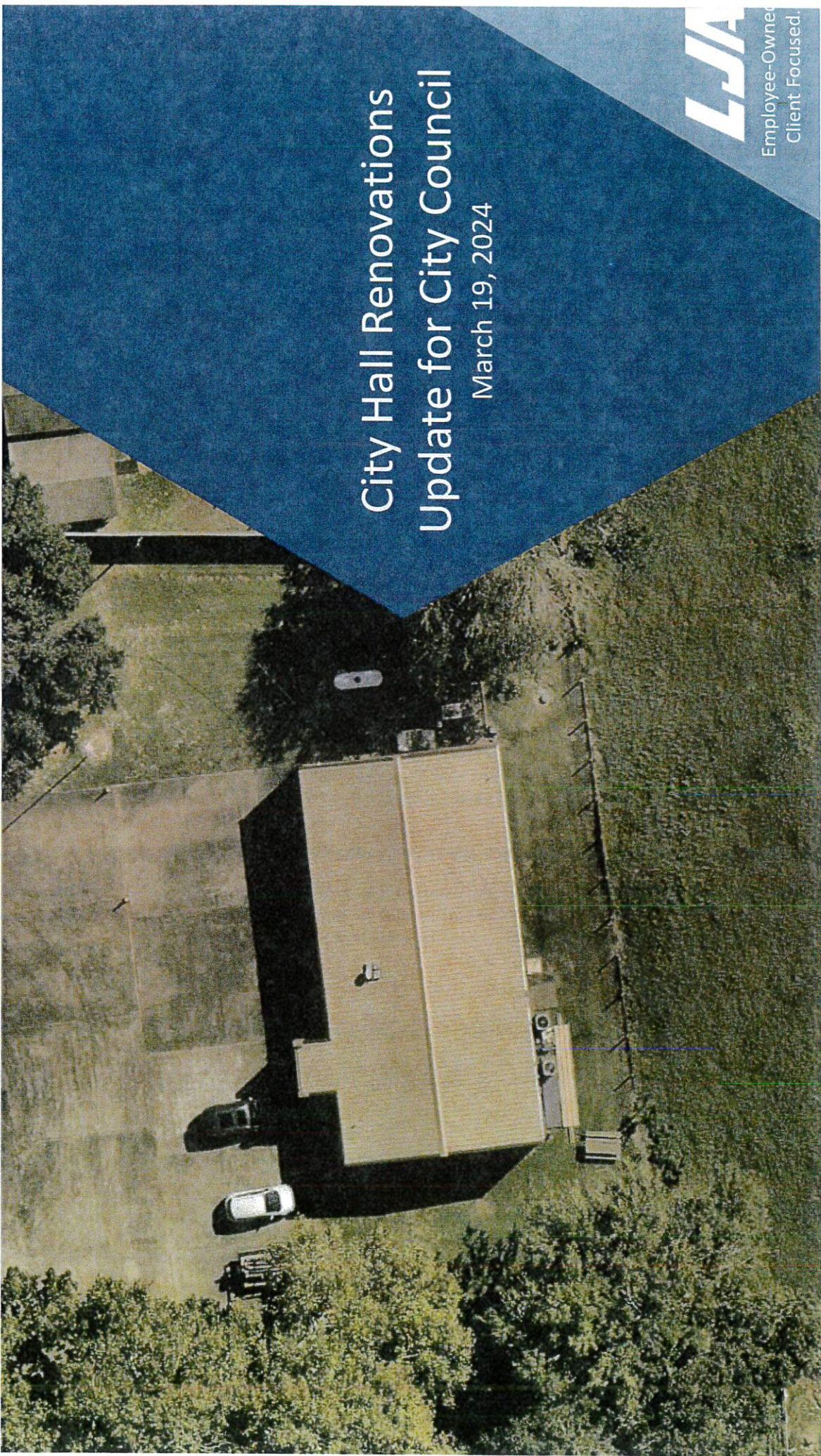
BEFORE ME, the undersigned authority, on this day personally appeared Margaret Wright, known to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that he/she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

GIVEN UNDER MY HAND and seal of office this 20 day of January, 2009, A.D.

Margaret Wright
Margaret Wright

Joan
Notary Public, IN AND FOR THE STATE OF TEXAS





City Hall Renovations Update for City Council

March 19, 2024

LJA

Employee-Owned
Client Focused.

EDCA
3



Overview

- ✓ City Award ARAP Grant ~ \$219,475.68
 - ✓ Design and Administration ~ \$60,975.09
 - ✓ Construction (Remaining Available) ~ \$158,500.59

- ✓ City Council Previously Allocated Grant Funding to Expand City Hall to
 - ✓ Create Additional Storage for Pump Operations
 - ✓ Expanded Council Chambers
 - ✓ Improve Existing Bathroom in Garage for Emergency Operations

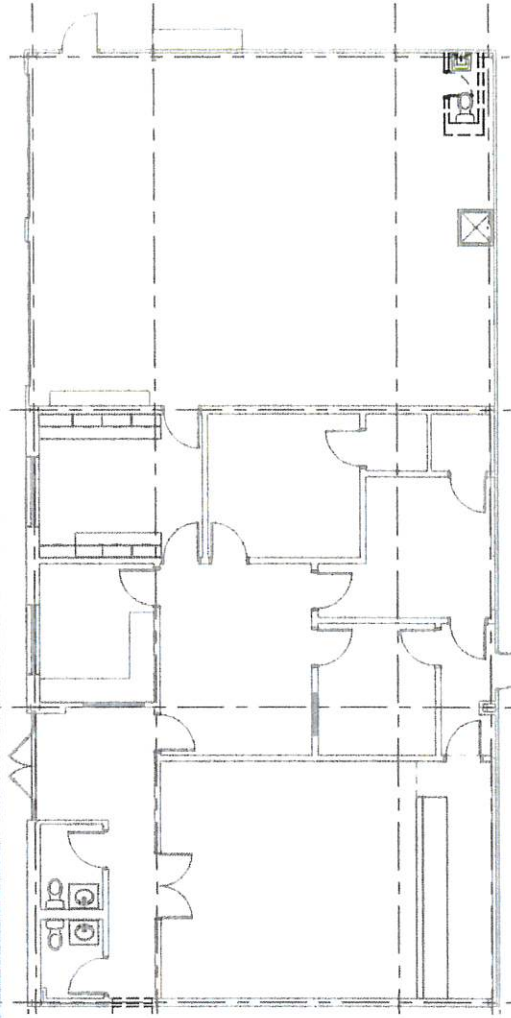
- ✓ 4 Bids Received February 28, 2024
 - ✓ Bids are good for 60 Days

- ✓ Construction must be Started by the 4th Quarter due to Grant Deadlines

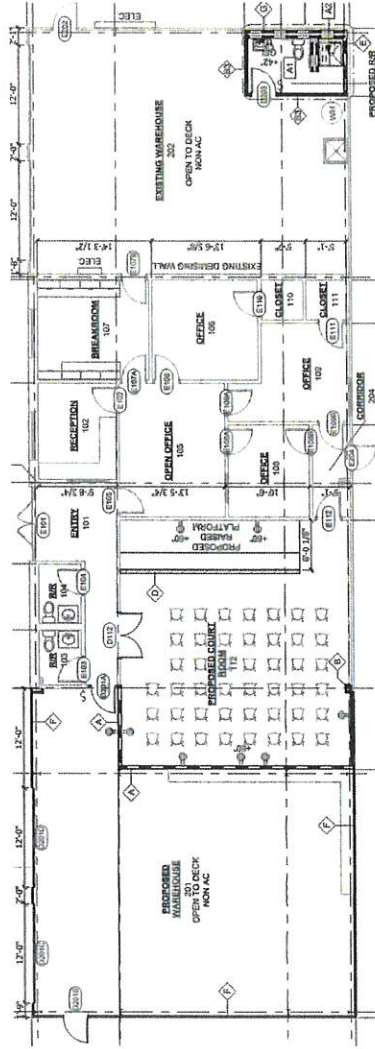


Expansion Overall – Current Design

- ✓ Existing Footprint 3,228 Square Feet
 - ✓ 564 SF Council Chambers
 - ✓ 1,050 SF Office Space
 - ✓ 1,200 SF Garage / Storage
 - ✓ 2 Restrooms
 - ✓ 1 Small Restroom in Garage

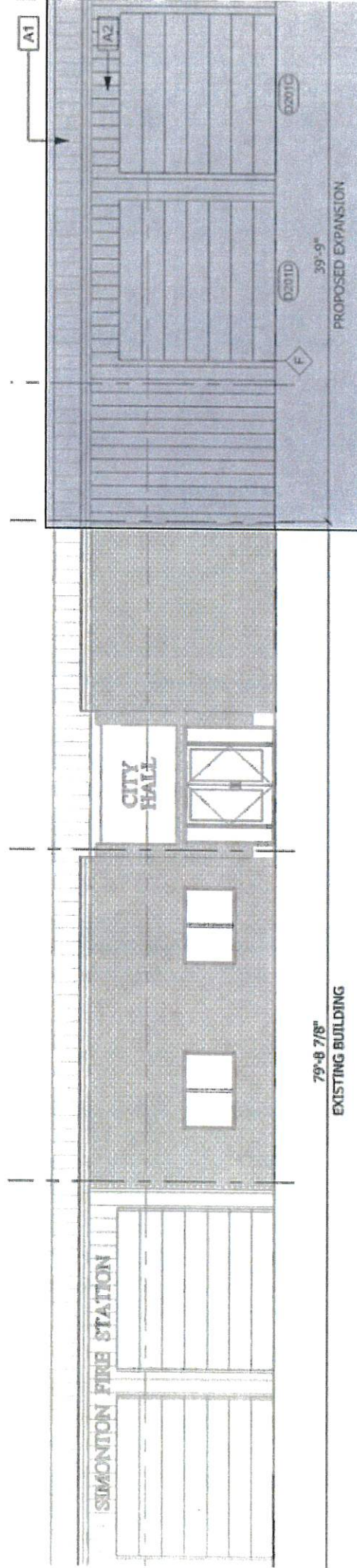


- Proposed Footprint 4,830 Square Feet
 - ✓ **840 SF Council Chambers (+276 SF)**
 - ✓ 1,050 SF Office Space
 - ✓ 1,200 SF Garage / Storage (Existing – East)
 - ✓ **1,300 SF Garage / Storage (Proposed – West)**
 - ✓ 2 Restrooms
 - ✓ **Full Bath w/ Washer/Dryer Connections in Existing Garage Area (Emergency Management)**





Expansion Overall – Current Design





Bid Summary

Contractor	Total Bid	Available Grant Funds	Surplus / (Deficit)
Boettcher Hlavinka Company, LLC	\$295,575.72 (\$122/SF)	\$158,500.59	\$137,075.13
BLS Construction, Inc.	\$334,399.99 (\$138/SF)	\$158,500.59	\$175,899.40
MVI Construction	\$357,483.27 (\$148/SF)	\$158,500.59	\$198,982.68
Gullo Commercial Construction, LLC	\$545,557.77 (\$226/SF)	\$158,500.59	\$387,057.18

+30K contingency
 -15K Budget item
 for bathroom

137,075.13
+ 19,000.00
<hr/>
\$ 152,075.13

Alerts

Cash Basis View

You have no unread alerts.

Accounts

<input type="checkbox"/> <u>City Of Simonton - Operating</u> 756209	Available Balance \$25,000.00		Recent ▼
<input type="checkbox"/> <u>City Of Simonton Dev Corp</u> 756297 4A	Available Balance \$10,000.00		Recent ▼
<input type="checkbox"/> <u>Simonton Dev Corp</u> 756305 4B	Available Balance \$10,000.00		Recent ▼
<u>City Of Simonton - Grants - Money Mkt</u> 758889 ARPA \$	Available Balance \$239,241.75		Recent ▼
<u>City Of Simonton - Operating - Money Mkt</u> - 758897 High Yield	Available Balance \$195,183.91	adjust into CDARS	Recent ▼
<u>City Of Simonton - Keep Simonton Beautif</u> 766433	Available Balance \$12,139.13		Recent ▼
<input type="checkbox"/> <u>ICS - City Of Simonton</u> 99756209 Recl'd from Operating Swift acct.	Available Balance \$1,598,795.87	-	Recent ▼
<input type="checkbox"/> <u>ICS - City Of Simonton Dev Corp</u> 99756297 Sweep for 4A	Available Balance \$218,286.14	-	Recent ▼ ✓
<input type="checkbox"/> <u>ICS - Simonton Dev Corp</u> 99756305 Sweep for 4B	Available Balance \$382,350.97	-	Recent ▼

TxPool

\$3,666,779.34

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Simonton, Texas proposes to enter into a Strategic Partnership Agreement with Waller County MUD No. 2 and institute limited annexation proceedings to enlarge and extend the boundary limits of said city to include the following described territory, to-wit:

A CERTAIN TRACT OF LAND BEING OF OR ABOUT 344.4 ACRES AS RECORDED IN THE NATHAN BROOKSHIRE LEAGUE SURVEY, A-16, H. & T.C. R.R. SURVEY, SECTION 78, A-330, H. & T.C. R.R. SURVEY, SECTION 73, A-154, AND H. & T.C. R.R. SURVEY, SECTION 76, A-322, IN WALLER COUNTY, TEXAS.

Two public hearings will be held.

The first public hearing will be held by and before the City Council of the City of Simonton, Texas on the **16th day of April, 2024 at 6:30 p.m.** in the City Council Chamber of the Simonton City Office of the City of Simonton, Texas, located at 35011 FM 1093, Simonton, Texas 77476, for all persons interested in the above proposed strategic partnership and limited annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

The second public hearing will be held by and before the City Council of the City of Simonton, Texas on the **23rd day of April, 2024 at 6:30 p.m.** in the City Council Chamber of the Simonton City Office of the City of Simonton, Texas, located at 35011 FM 1093, Simonton, Texas 77476, for all persons interested in the above proposed strategic partnership and limited annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

Copies of the Strategic Partnership Agreement will be available for view at the City of Simonton City Office during regularly posted business hours beginning on Monday, April 15, 2024.

EXHIBIT F
STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SIMONTON,
TEXAS AND _____ MUNICIPAL UTILITY DISTRICT NO.

THE STATE OF TEXAS §
COUNTY OF _____ §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of the Effective Date between the CITY OF SIMONTON, TEXAS, a municipal corporation principally situated in Fort Bend County, Texas, acting through its governing body, the City Council of the City of Simonton, Texas (the "City"), and _____ MUNICIPAL UTILITY DISTRICT NO. ____ (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

RECITALS

1. Texas Local Government Code, §43.0751 (the "Act") authorizes the City and the District to negotiate and enter into a strategic partnership agreement by mutual consent;
2. This Agreement provides for the annexation of the commercial property in the District as more specifically described in Exhibit "A" (the "Tract"), by the City for the limited purpose of imposing a Sales and Use Tax;
3. As required by the Act, the City held public hearings on _____, and _____, at City Hall, Simonton, Texas, and the District held public hearings on _____, at _____, _____, Texas, and on _____, at _____, _____, Texas, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the City and the District made copies of the proposed Agreement available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act; and
4. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which services will be provided by the District and under which the District will continue to exist for an extended period of time after the District is annexed for limited purposes.

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
FINDINGS**

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which services will be provided to the City and the District and under which the District will continue to exist after the District is annexed for limited purposes pursuant to this Agreement;

2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;

3. This Agreement provides benefits to the City and the District, including revenue, services, or regulations which are reasonable and equitable with regard to the benefits provided to the other Party;

4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and

5. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's Annexation Plan or any arbitration between the City and the District.

**ARTICLE II
DEFINITIONS**

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

"Act" means Texas Local Government Code, §43.0751 and any amendments thereto.

"Agreement" means this strategic partnership agreement between the City and the District.

"Board" means the Board of Directors of the District.

"City" means the City of Simonton, Texas, a municipal corporation principally situated in Fort Bend County, Texas.

"City Council" means the City Council of the City or any successor governing body.

"Comptroller" means the Comptroller of Public Accounts of the State of Texas.

"Consent Resolution" means Resolution No. _____, including all attachments and exhibits passed by the City Council consenting to the creation of and inclusion of land in the District.

"Development Agreement" means that certain Development Agreement entered into between the City and Twinwood U.S., Inc., dated _____, governing the property subject to this Agreement.

"District" means _____ Municipal Utility District No. ____, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code.

"Effective Date" means _____, 20__.

"Government Code" means the Texas Government Code and any amendments thereto.

"Implementation Date" means the date the limited-purpose annexation ordinance is passed by the City Council pursuant to Section 3.01.

"Local Government Code" means the Texas Local Government Code and any amendments thereto.

"Party" or "Parties" means a party or the parties to this Agreement, being the City and the District.

"Sales and Use Tax" means the sales and use tax authorized to be imposed in the District by the Act and Tax Code Chapter 321.

"Tax Code" means the Texas Tax Code and any amendments thereto.

ARTICLE III LIMITED-PURPOSE ANNEXATION

Section 3.01 Generally

As soon as practicable following the approval of this Agreement by City Council, as authorized by the Act, the City shall annex the Tract for the limited purpose of imposing a Sales and Use Tax and not for any other purpose, including the application of zoning or land use controls.

Section 3.02 Property Taxes and District Liability for Debts of the City

During the term of this Agreement, except as provided in Article V: (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

Section 3.03 Powers and Functions Retained by the District

Except as limited by the Consent Resolution, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of additional assets, liabilities, indebtedness, and obligations will be governed by the Consent Resolution to the extent the Consent Resolution is not inconsistent with this Agreement.

Section 3.05 Extraterritorial Jurisdiction

This agreement does not remove any area of the District from the extraterritorial jurisdiction of the City. The City may regulate the District in accordance with the Development Agreement. Notwithstanding any other provision in this Agreement, in the event of a conflict between this Agreement and the Development Agreement, the Development Agreement controls.

ARTICLE IV SALES AND USE TAX

Section 4.01 Imposition of the City's Sales and Use Tax

Pursuant to Subsection (k) of the Act, the City shall impose a Sales and Use Tax within the District upon the limited-purpose annexation of the Tract. The Sales and Use Tax shall be imposed on the receipts from the sale and use at retail of taxable items at the rate of ___ percent or the rate specified under future amendments to Chapter 321, Tax Code. The Sales and Use Tax shall take effect on the date described in Section 321.102, Tax Code.

Section 4.02 Payment of Sales and Use Tax to the District

The City shall pay to the District an amount equal to 50% of the Sales and Use Tax revenues that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited-purpose annexation of Tract. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 30 days of the City's receipt of the sales report from the Comptroller. Chapter 2251, Government Code shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, Government Code, the City is deemed to have received an invoice from the District on the date the City receives the sales tax report from the Comptroller without further action from the District.

The City agrees to make reasonable efforts to obtain amended and supplemental

reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax revenues generated within the Tract. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

The City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Tract within 30 days of the City's receipt of the sales tax report.

Section 4.03 Notification of Comptroller

The City shall send notice of this Agreement and the limited-purpose annexation of the Tract to the Comptroller within three days of the Implementation Date in the manner provided by Section 321.102, Tax Code. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Tract.

Section 4.04 District Use of Sales and Use Tax Revenue

The District shall use the Sales and Use Tax revenue provided in Section 4.02 for any lawful purpose.

Section 4.05 District Audit Rights

The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax revenue payments provided by Section 4.02 have been made to the District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on 30 days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form sufficiently maintained to reflect the collection of all Sales and Use Tax revenues that are subject to this Agreement.

ARTICLE V FULL-PURPOSE ANNEXATION

Section 5.01 No Full-Purpose Annexation During Development

The City agrees that it will not annex all or part of the District or commence any action to annex all or part of the District for full purposes until the terms and conditions provided in the Development Agreement have been satisfied.

Section 5.02 Continuation of the District to a Limited District Upon Full-Purpose Annexation

Upon full purpose annexation of the District, the District will continue to exist for an extended period to allow for the completion of District operations and the integration of the District's system into the City's system, following which period the City shall act to abolish the District in accordance with applicable law; providing that, if the City has not abolished the District within 90 days after annexation, the District shall be automatically abolished on the 91st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the developers within the District) and the District will not be continued or converted for limited purposes. Upon annexation, the City shall assume the responsibility for the operation and maintenance of the water, sewer and drainage systems, park and recreational facilities and road facilities of the District and shall be entitled to all utility revenues of the system as consideration for the assumption of such obligations. The rates and fees charged by the City shall be the same as the rates and fees charged by City to customers of the same class in other parts of the City.

ARTICLE VI MATERIAL BREACH, NOTICE AND REMEDIES

Section 6.01 Generally

It is the intention of the Parties to this Agreement that the District and the City be regulated in accordance with the terms of this Agreement. If a Party to this Agreement believes that another Party has, by act or omission, committed a material breach of this Agreement, the provisions of this Article shall govern the remedies for breach of this Agreement.

Section 6.02 Notice of Default

A. The non-defaulting party shall notify the defaulting party in writing of an alleged failure by the defaulting party to comply with a provision of this Agreement, describing the alleged failure with reasonable particularity. The defaulting party shall, within 30 days after receipt of the notice or a longer period of time as the non-defaulting party may specify in the notice, either cure the alleged failure or, in a written response to the non-defaulting party, either present facts and arguments in refutation or excuse of the alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing the cure.

B. The non-defaulting party shall determine (i) whether a failure to comply with a provision has occurred; (ii) whether the failure is excusable; and (iii) whether the failure has been cured or will be cured by the non-defaulting party. The defaulting party shall make available to the non-defaulting party, if requested, any records,

documents or other information necessary to make the determination.

C. If the non-defaulting party determines that the failure has not occurred, or that the failure either has been or will be cured in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, or that the failure is excusable, the determination shall conclude the investigation.

D. If the non-defaulting party determines that a failure to comply with a provision has occurred and that the failure is not excusable and has not been or will not be cured by the non-defaulting party in a manner and in accordance with a schedule reasonably satisfactory to the non-defaulting party, then the non-defaulting party may exercise the applicable remedy under Section 6.03.

Section 6.03 Remedies

If the non-defaulting party determines that the defaulting party has committed a material breach of this Agreement, the non-defaulting party may file suit in a court of competent jurisdiction in [Fort Bend/Waller] County, Texas, and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act and termination of this Agreement as to the defaulting party in addition to the monetary awards as may be appropriate.

ARTICLE VII BINDING AGREEMENT, TERM, AND AMENDMENT

Section 7.01 Beneficiaries

This Agreement binds and inures to the benefit of the Parties, their successors and assigns. The District shall record this Agreement with the County Clerk in Official Records of [Fort Bend/Waller] County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

Section 7.02 Term

This Agreement commences and binds the Parties on the Effective Date and continues for forty-five (45) years thereafter, unless terminated on an earlier date pursuant to other provisions of this Agreement or by express written agreement executed by the City and the District. Upon the expiration of forty-five (45) years from the Effective Date, this Agreement may be extended by express written agreement executed by the City and the District for successive one-year or longer periods.

Section 7.03 Amendment

The Parties, by mutual consent, may amend the terms of this Agreement at any time.

**ARTICLE VIII
MISCELLANEOUS PROVISIONS**

Section 8.01 Notices and Addresses

Any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of Simonton, Texas
 P.O. Box 7
 Simonton, Texas 77476
 Attn: City Secretary
 (Fax) (281) 533-9809

District: _____ Municipal Utility District No. ____
 c/o Allen Boone Humphries Robinson LLP
 3200 Southwest Freeway, Suite 2600
 Houston, Texas 77027
 Attn: Stephen M. Robinson

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

Section 8.02 Time

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 8.03 Severability

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

Section 8.04 Waiver

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 8.05 Applicable Law and Venue

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in [Fort Bend/Waller] County, Texas.

Section 8.06 Reservation of Rights

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 8.07 Further Documents

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 8.08 Incorporation of Exhibits and Other Documents by Reference

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 8.09 Effect of State and Federal Laws

The District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City ordinances and City charter provisions implementing such statutes or regulations.

Section 8.10 Authority for Execution

The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City charter and City ordinances. The District certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original.

_____ MUNICIPAL UTILITY
DISTRICT NO. _____

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 20__, by _____, as President, and _____, as Secretary, of _____ Municipal Utility District No. _____, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for
the State of Texas

(NOTARY SEAL)

CITY OF SIMONTON, TEXAS

By: _____
Mayor, City of Simonton, Texas

ATTEST:

City Secretary

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me this ____ day of _____, 20__, by _____, as Mayor, and _____, as City Secretary, of Simonton, Texas a municipal corporation of the State of Texas, on behalf of said municipal corporation.

Notary Public in and for
the State of Texas

(NOTARY SEAL)

Consent Age
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PUBLIC COPY

The City of Simonton, Texas Sales and Use Tax Report
February 2024
Q1

THIS REPORT CONTAINS NO CONFIDENTIAL INFORMATION:



Methods Used for Canvassing Taxpayers and the District

The City of Simonton, Texas has been audited physically and virtually by Revenue Management Services. The Date range of the audit includes, but is not limited to, business and allocation activity from January 1, 2000-Present.

Each business is inspected, and trends are formulated utilizing the State-provided reports and allocation amounts. Individual business allocations are confidential. RMS utilizes confidential and public information along with State databases to review taxpayer activity as well as sales tax remittance schedules and frequency. If it is determined a business is non-compliant, reports are provided to the State Comptroller of Public Accounts. Recovery time ranges from not less than one month and up to six months.

Businesses do not necessarily need to be currently operational to recover funds deemed receivable by the City. Additionally, if funds were allocated to another Jurisdiction in error, they may be removed from that Jurisdiction's future receipts until the full amount is repaid.

While performing the audit, Revenue Management Services noted several outlets which could be under construction. There are no current permit activation date(s) for the locations being constructed. Once new businesses open, RMS will review the permit information and confirm that sales taxes are being allocated correctly.

The following information is through the month of February 2024.

Simonton, Texas | February 2024 Sales Tax Report

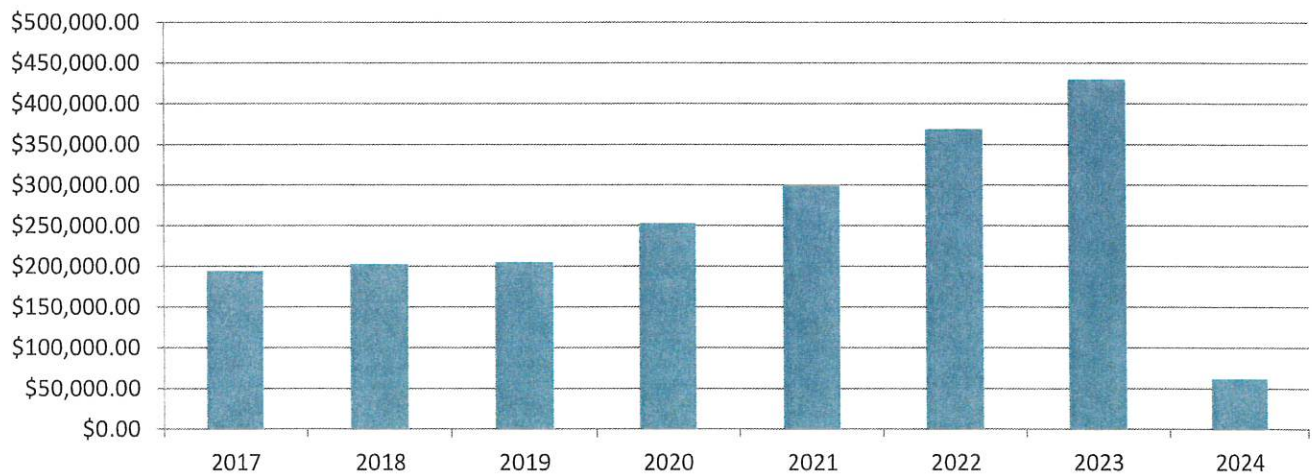
CITY DEMOGRAPHICS

Effective Date:	10/1/2014
First Allocation:	12/1/2014
Initiated by:	Voter Approval
Local Authority Code	5170745
Local Tax Rate:	\$0.01
Average Allocation/Year*	\$139,026.10
Average Allocation/ Month	\$11,985.01
2024 Total Allocations:	\$62,184.88
2024 Average Allocation	\$62,184.88

2017	2018	2019	2020	2021	2022	2023	2024
\$194,178.36	\$202,492.59	\$205,473.52	\$252,881.93	\$298,650.34	\$368,684.46	\$429,653.04	\$68,184.88
N/A	4%	1.4%	23%	18%	24%	17%	N/A

Total Allocations, 2000-Present: \$3,475,652.56*

Yearly Allocations



Simonton Texas | Sales Taxpayer Information: February 2023

Utilizing the Comptroller-provided monthly reports, in connection with the weekly reports on permit creation State-wide, the City of Simonton reflects 3,658 possible taxpayer accounts. This number reflects both active accounts as well as accounts that may remit sales tax under a future qualifying sale. Most of the accounts represented are E-commerce related.

YEAR	MONTH	TOTAL FILERS
2023	February**	604
2023	March	520
2023	April	507
2023	May	517
2023	June	503
2023	July	479
2023	August	527
2023	September*	466
2023	October*	501
2023	November	512
2023	December	494
2024	January	538
2024	February	565

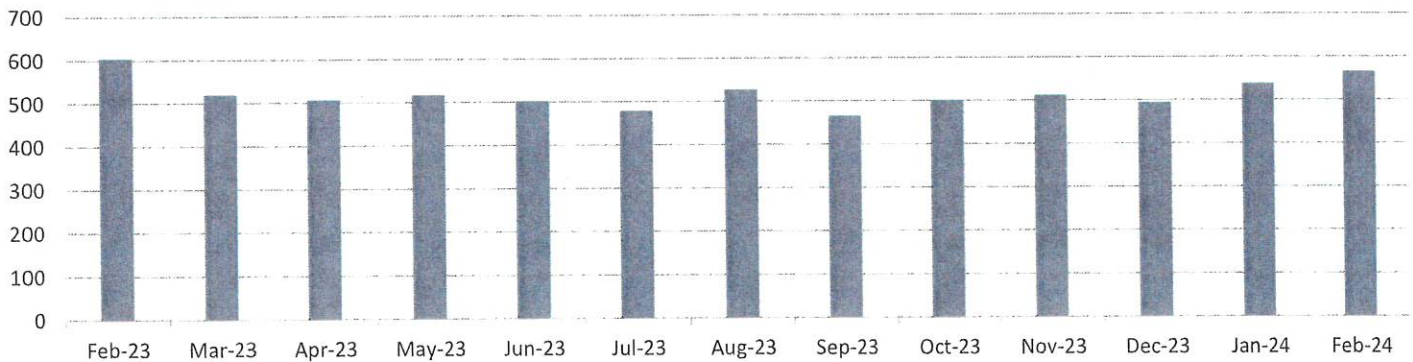
February 2024 represents a 5.1% increase in taxpayers compared to February 2023.

The Average number of taxpayers filing each month totals: 511.

The number of taxpayers filing local taxes fluctuates throughout the year. February and quarterly filing months traditionally reflect the highest number of sales taxpayers. Represented is a listing of each month and the number of taxpayers returns filed in the City, quarterly filing months are listed in BOLD.

****February 2023 reflected 604 taxpayers. This is the highest number of taxpayers remitting allocations in the history of the City of Simonton.**

Monthly Tax Filers



Top 25 Sales Taxpayers by Amounts Remitted. Twelve Months Rolling | Current Month

Top 25, Twelve Months Combined

1	SIMONTON HOSPITALITY LLC
2	BENCHMARK WIRELINE PRODUCTS INC.
3	OXBOW AGRICULTURAL LLC
4	DONALD RAYE DAVIS
5	HALEY CREATIONS LLC
6	AMAZON.COM SERVICES INC
7	CATERPILLAR FINANCIAL SERVICES
8	JAMES B INGRAM
9	AMAZON.COM SERVICES LLC
10	FRED REYES GREENHOUSES INC
11	APPLE INC.
12	BRAZOS VALLEY SYSTEMS LLC
13	LAUREN G GILLESPIE
14	MELROSE MEDIA GROUP LLC
15	AZZ DRAGGINS LLC
16	MF FIREARMS INC
17	NEW CINGULAR WIRELESS PCS LLC
18	RELIANT ENERGY RETAIL SERVICES LLC
19	SECURATECH SECURITY SYSTEMS INC.
20	EBAY INC.
21	DIANE S SPRADLEY
22	DAVID J HOULIHAN
23	TEXAS PRIDE DISPOSAL SOLUTIONS
24	E.B. AIR LLC
25	SOUTHWESTERN BELL TELEPHONE CO

Top 25 Taxpayers, February 2024

1	SIMONTON HOSPITALITY LLC
2	OXBOW AGRICULTURAL LLC
3	BENCHMARK WIRELINE PRODUCTS INC.
4	AZZ DRAGGINS LLC
5	AMAZON.COM SERVICES INC
6	AMAZON.COM SERVICES LLC
7	JAMES B INGRAM
8	HALEY CREATIONS LLC
9	DOWNTOWN DECORATIONS INC.
10	APPLE INC.
11	FRED REYES GREENHOUSES INC
12	DONALD RAYE DAVIS
13	LAUREN G GILLESPIE
14	NEW CINGULAR WIRELESS PCS LLC
15	TEXAS PRIDE DISPOSAL SOLUTIONS
16	EBAY INC.
17	MELROSE MEDIA GROUP LLC
18	RELIANT ENERGY RETAIL SERVICES LLC
19	DIANE S SPRADLEY
20	THE WEBSTAIRANT STORE LLC
21	SECURATECH SECURITY SYSTEMS INC.
22	DIRECTV LLC
23	SOUTHWESTERN BELL TELEPHONE
24	DEVELOPER EXPRESS INC
25	GOOGLE LLC

Nexus | Sales Tax by Business Type February 2024

Utilizing the most recently received taxpayer data, in the last twelve months, 61% of all the sales tax allocations received by the City of Simonton E-Commerce related. These businesses and individuals are paying the City the local sales tax rate and are either located outside of the City or, in many cases, outside the State of Texas. These businesses have been reviewed and have been determined by the Comptroller of Public Accounts to have had significant enough sales to constitute charging the local tax.

The current sales tax allocation contained 18 businesses with filings from locations that are physically located within the City. Of the remaining 547 filers, 358 were produced from E-Commerce.

Top Ten E-Commerce Businesses Remitting Sales Tax February 2023- Present

AMAZON.COM SERVICES INC
AMAZON.COM SERVICES LLC
EBAY INC.
ETSY INC.
ACME ELECTRIC MOTOR INC.
WHALECO INC
AUDIBLE INC.
PERSONALIZATIONMALL.COM LLC
SHEIN US SERVICES LLC
B&H FOTO & ELECTRONICS CORP.

Top Ten E-Commerce Businesses Remitting Sales Tax February 2023

AMAZON.COM SERVICES INC (MARKETPLACE)
AMAZON.COM SERVICES LLC
EBAY INC.
ETSY INC.
ACME ELECTRIC MOTOR INC.
WHALECO INC
AUDIBLE INC.
PERSONALIZATIONMALL.COM LLC
SHEIN US SERVICES LLC
B&H FOTO & ELECTRONICS CORP.

Sales Tax Allocation Comparison | February 2024

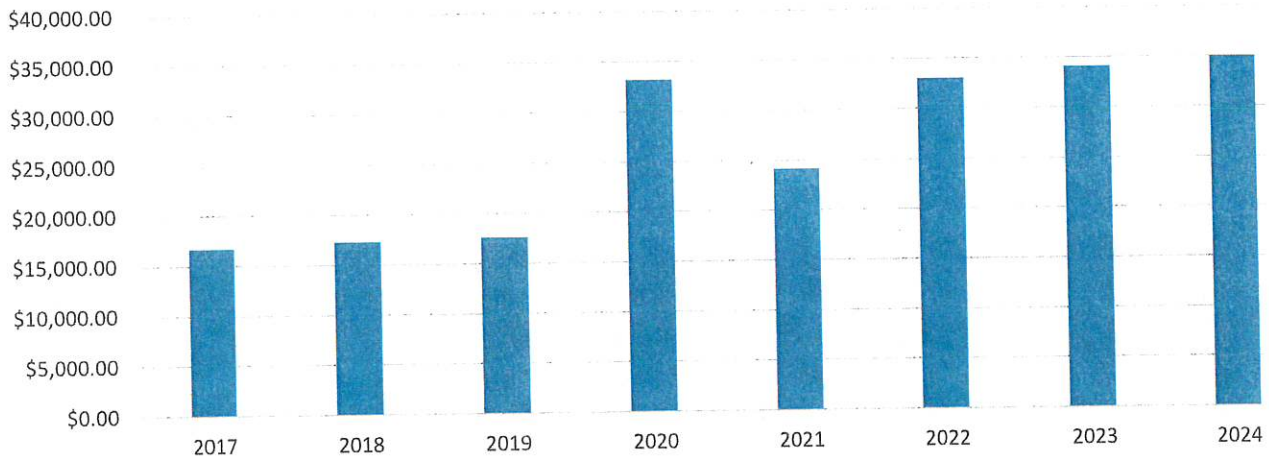
Sales Tax Allocation	February 2024*	February 2023
	\$34,988.16	\$34,072.94

**The February 2024 local tax allocation to be refunded to the City represents a 3 percent increase over February 2023.*

Sales Tax Allocations for 2024	2024	2024 Budget
	\$62,184.88	\$187,500.00

Percent of Budget:
34.8%

February Historical Allocations

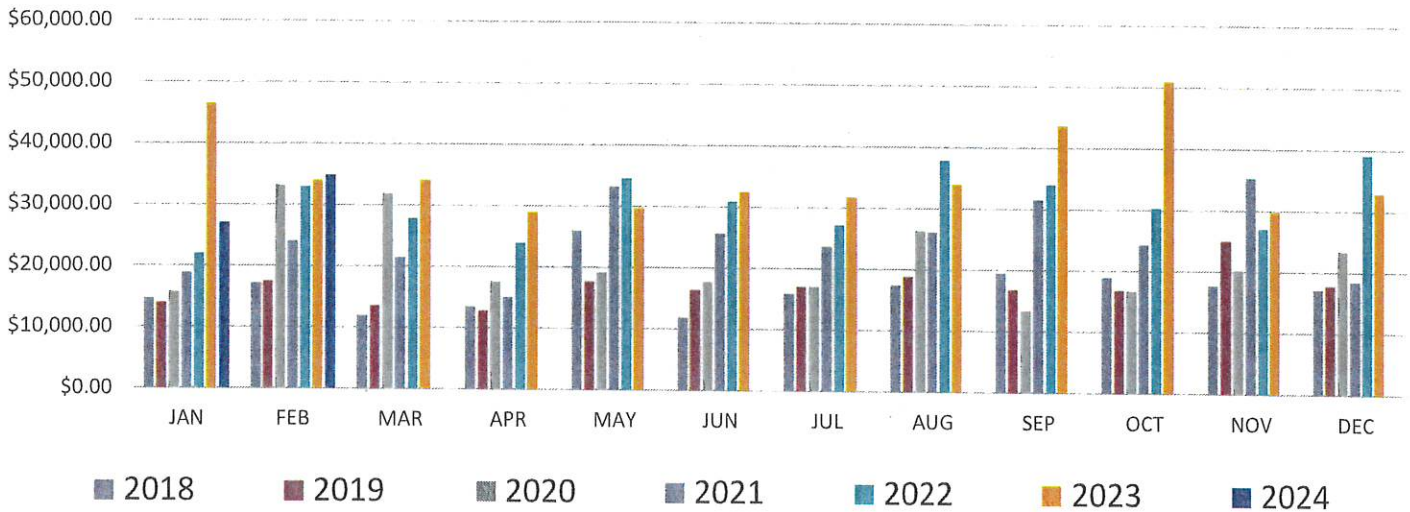


2017	2018	2019	2020	2021	2022	2023	2024
\$16,690.89	\$17,275.23	\$17,606.04	\$33,182.50	\$24,140.70	\$33,020.44	\$34,072.94	\$34,988.16

2023 Allocation Averages		2022 Allocation Averages	
Total: \$429,653.04		Total: \$368,684.46	
Mean Allocation:	\$36,058.21	Mean Allocation:	\$30,723.25
Median Allocation:	\$34,047.20	Median Allocation:	\$30,667.00

Sales Tax Allocation Comparisons | 2018-Present

Monthly Allocations



2018	2019	2020	2021	2022	2023	2024
\$14,761.20	\$14,117.47	\$15,778.29	\$18,928.35	\$22,126.23	\$46,562.81	\$27,196.72
\$17,275.23	\$17,606.04	\$33,182.50	\$24,140.70	\$33,020.44	\$34,072.94	\$34,988.16
\$12,026.16	\$13,636.74	\$31,948.74	\$21,513.00	\$27,930.55	\$34,180.65	
\$13,526.17	\$12,963.13	\$17,583.53	\$15,129.69	\$23,978.82	\$29,043.14	
\$26,041.03	\$17,786.59	\$19,195.72	\$33,329.23	\$34,696.57	\$29,805.47	
\$11,908.91	\$16,508.00	\$17,799.54	\$25,763.76	\$31,000.78	\$32,571.56	
\$15,950.30	\$17,148.30	\$17,083.02	\$23,745.05	\$27,270.08	\$31,809.72	
\$17,463.61	\$18,915.47	\$26,383.05	\$26,191.16	\$37,963.37	\$34,047.20	
\$19,579.07	\$16,900.64	\$13,420.04	\$31,600.59	\$34,070.19	\$43,686.66	
\$18,972.94	\$16,925.51	\$16,791.77	\$24,374.24	\$30,334.73	\$50,953.72	
\$17,767.66	\$25,106.05	\$20,270.60	\$35,378.02	\$27,118.02	\$29,906.41	
\$17,220.31	\$17,859.58	\$23,445.13	\$18,556.55	\$39,174.68	\$33,012.76	

Consent Agenda
Draft Minutes
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Minutes

City Council – Regular City Council Meeting

CITY OF SIMONTON

March 19, 2024

This is a true and correct copy of the Minutes of the City Council – Regular Meeting of the Simonton City Council held on March 19, 2024 at 6:32 p.m.

1. Call to Order

A quorum was present with the following City Councilmembers in attendance:
Laurie Boudreaux, Courtney Cox, Burns Turner, Faith Haley, Justin Boudreau, and Kelli Matula

City Staff present:

Interim City Secretary Janie Willman
Olson and Olson Attorney Philip Boedeker

Public Present:

Dan McJunkin

2. Invocation and Pledge

Council Member Faith Haley gave the invocation.
Mayor Boudreaux led the assembly in the Pledge of Allegiance.

3. Public Comments

In accordance with Texas Open Meetings Act and Texas Government Code 551.007, City Council may not discuss or take action on any item NOT listed on the Agenda. Each member of the public wishing to speak must sign-up prior to the meeting and is limited to 3 minutes.

There were no speakers to address the City Council.

4. Consider and take action on the Consent Agenda

Items listed under the Consent Agenda are considered routine and are generally enacted in one motion. The exception to this rule occurs when a Council Member requests one or more items removed from the Consent Agenda for separate discussion and action.

a. Financial Reports

Council Report February 2024 - Revised
Payment Report February 2024 – Revised

Mayor Boudreaux explained that the Monthly Financial Reports would be re-visited at the next City Council Meeting. For that reason, these Financial Reports are being pulled from consideration on this Consent Agenda.

b. Draft City Council Meeting Minutes of Regular Meeting, February 20, 2024

Motion by Council Member / Mayor Pro Tem Cox to approve the Draft Meeting Minutes on the Consent Agenda as presented. Council Member Boudreau seconded the motion.

Ayes: Five

Noes: None
Motion Passed.

Present and not voting except in the event of a tie: Mayor Boudreaux.

5. New Business

- a. Consider and take action on Resolution No. 2024-05, a Resolution of the City Council of the City of Simonton, Texas, Suspending The April 10, 2024 Effective Date Of Centerpoint Energy Houston Electric, LLC's Requested Rate Change To Permit The City Time To Study The Request And To Establish Reasonable Rates; Approving Continued Cooperation With The Gulf Coast Coalition Of Cities; Hiring Lloyd Gosselink Attorneys And Consulting Services To Negotiate With The Company And Direct Any Necessary Litigation And Appeals; Requiring Reimbursement Of Cities' Rate Case Expenses; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel For The Gulf Coast Coalition Of Cities

Motion by Council Member Turner to adopt the Resolution Suspending The April 10, 2024 Effective Date Of Centerpoint Energy Houston Electric, LLC's Requested Rate Change To Permit The City Time To Study The Request And To Establish Reasonable Rates; Approving Continued Cooperation With The Gulf Coast Coalition Of Cities; Hiring Lloyd Gosselink Attorneys And Consulting Services To Negotiate With The Company And Direct Any Necessary Litigation And Appeals; Requiring Reimbursement Of Cities' Rate Case Expenses; Finding That The Meeting At Which This Resolution Is Passed Is Open To The Public As Required By Law; Requiring Notice Of This Resolution To The Company And Legal Counsel For The Gulf Coast Coalition Of Cities. Council Member / Mayor Pro Tem Cox seconded the motion.

Ayes: Five
Noes: None Motion Passed.

Present and not voting except in the event of a tie: Mayor Boudreaux.

- b. Discussion and consideration of funding options to award the bid for the ARPA Expansion Project.

Mayor Boudreaux explained the process used regarding the opening of the Bid Documents. LJA Engineering Shana O'Hara and City Engineer Craig Kalkomey explained the Bids received, the difference between the City's funding budgeted for this project and the amount of the lowest Bid received. They presented an overview related to the Bid Award. Mr. Kalkomey explained the differences and limitations for the options.

The City Attorney answered questions about the differences for the use of funding between EDC A and EDC B projects.

The City Council took action on Option 1 – Award Full Contract to Low Bidder.

Motion by Council Member Turner to Award the Full Contract to the Low Bidder, Boettcher Hlavinka Company, LLC, with the contract price being \$295,575.72 using available Grant Funds in the amount of \$158,500.59 with the remaining amount to be funded by the City. Council Member Matula made the second.

Ayes: Four

Noes: One (Council Member / Mayor Pro Tem Cox)

Present and not voting except in the event of a tie: Mayor Boudreaux.

Regarding the funding of the City's remaining portion to award the Bid Option selected, Mayor Boudreaux presented a document reflecting the City's current bank accounts.

Motion by Council Member / Mayor Pro Tem Cox to table this item until the next agenda when a formal presentation related to the City's financial accounts could be presented to the Council. The motion died for lack of a second.

Motion by Council Member Matula to take the money out of the EDC A account. The motion died for lack of a second.

Motion by Council Member Boudreau to take the remaining funding from the EDC A account and the TexPool Account with the cost split evenly between EDC A account and the City's TexPool Account. Council Member Turner made the second.

Ayes: Five

Noes: None Motion Passed.

Present and not voting except in the event of a tie: Mayor Boudreaux

- c. Discussion and consideration of approving a budget amendment to the City's 2023-2024 Adopted Budget to authorize the use of funds in the City's Reserve Fund to cover the balance required to Award the bid for the ARPA Expansion Project.

No action was taken on this agenda item.

- d. Consider And Take Action On An Ordinance Of The City Council Of The City Of Simonton, Texas; Amending The Adopted Budget For Fiscal Year 2023-2024; To Authorize The Use Of Funds In The City's Reserve Fund To Cover The Balance Required To Award The Bid For The ARPA Expansion Project; Providing For Severability; And, Repealing All Other Ordinances Or Parts Of Ordinances Inconsistent Or In Conflict Herewith.

Mayor Boudreaux explained that the City Attorney's Office would bring an ordinance as would be required to complete the funding of the ARPA Expansion Project.

City Attorney Boedeker reiterated that his office would provide an ordinance at the next City Council Meeting now that the direction the City Council wants to go in is known regarding funding.

- e. Consider and take action on a Request for a Variance by Mr. Larry Pennington to Authorize the Construction of the Wooden Base Supporting an emergency generator at 404 Pony Lane, Simonton, Texas under the authority of Ordinance No. 2014-03, art. 4., sec. D, as adopted on March 18, 2014.

Mayor Boudreaux informed the City Council that Mr. Pennington had withdrawn his request regarding this matter. Therefore, there is no action to be taken on this agenda matter.

6. Adjourn to Executive Session

Executive Session Pursuant to Chapter 551 of the Texas Government Code for purposes of Consultation with Legal Counsel (551.071) regarding Personnel (Section 551.074) regarding the Appointment, Employment, and Duties of the City Administrator and City Secretary.

The City Council adjourned into Executive Session at 7:25 p.m.

7. Reconvene to Open Session

The City Council reconvened into Open Session at 7:49 p.m.

8. Consider and take action resulting from Executive Session

The City Council may take any action resulting from Executive Session related to Personnel (Section 551.074) regarding the Appointment, Employment, and Duties of the City Administrator and City Secretary.

It was announced that there was no action to be taken arising from the Executive Session at this time.

9. Reports

a. Mayor

a.0. Audit Report for 2021-2022. Mayor Boudreaux announced that due to Tax Season commitments, the next Audit Report may not be delivered until the May 21 City Council Meeting.

a.1. Historical Documents Received. Mr. Berkman's son brought by the City's Incorporation Documents discovered in a box as the family reviewed his legacy items following the former Mayor's death in December 2023.

a.2. CPAC 4 Meeting Update. The Mayor announced the Ardurra Team updated the progress towards completing a Final Draft Plan for Review for adoption following the next set of steps required to give public notice and conduct a Public Hearing following the February 29 CPAC Meeting.

a.3. MITMOD Update & Pinchback Project Update. The Mayor announced that she met with representatives of the Texas General Land Office recently regarding the progress towards funding.

a.4. Community Buyout – Update. The Mayor announced that the City of Simonton had two remaining applicants who did not qualify for funding.

a.5. Railroad Commission Hearing. The Mayor announced that the City had received Notice of The Railroad Commission conducting a Public Hearing related to a request for Gas utility increases on February 27 in Austin.

a.6. CenterPoint Energy Annual Franchise Payment Calculation. The Mayor referenced notice from CenterPoint Energy regarding the anticipated Annual Franchise Payment Calculation as being \$38,938.71

a.7. City of Richmond Council Dinner. Mayor Boudreaux announced that Council Member Faith Haley was attending to represent the City of Simonton.

a.8. Miscellaneous

b. City Staff.

c. City Council. Council Member Haley asked that news be placed on the City's social media accounts regarding the installation of the Boy Scout of America Flag Retirement Box.

10. Next City Council Meeting is on April 16.

11. Adjournment

The Mayor adjourned the City Council Meeting at 8:01 p.m. without objection.

Respectfully submitted,

Mayor

Interim City Secretary

Reg Mtg
Consent Age
Garner
Agreement
Amendment

From: [Simonton Mayor](#)
To: [Sherri Triplett](#)
Cc: [City Secretary](#)
Subject: RE: Contract Extension - City of Simonton
Date: Tuesday, April 2, 2024 4:45:15 PM
Attachments: [Garner Disaster Division - Contract GS-07F-0403X Amendment 2024.pdf](#)

Good Afternoon Ms. Triplett,

Yes, we are pleased to exercise the first year option to extend the contract between Garner and the City. Please see signed copy attached.

Do you happen to have the original agreement accessible? We are in transition in the office and I will need to locate it to share with new Council. If it is handy and you would be willing to email a copy, it would be greatly appreciated.

Thank you,

Laurie Boudreaux

Laurie Boudreaux
Mayor
City of Simonton
Mayor@simontontexas.gov
281-533-9809

Please Note: To avoid violating the Texas Open Meeting Act, public officials should not "Reply to All" to this or similar correspondence.

From: Sherri Triplett <Striplett@garner-es.com>
Sent: Monday, April 1, 2024 9:49 AM
To: Simonton Mayor <mayor@simontontexas.gov>
Cc: Julie Watts <Finance@simontontexas.gov>
Subject: Re: Contract Extension - City of Simonton

I am following up on my March 20, 2024, inquiry about the City's agreement to sign an Addendum to the Agreement and Amendment 1 to exercise the first-year option to extend the contract between the City of Simonton and Garner Environmental Services, Inc. from March 31, 2024, through March 31, 2025.

Please review and let me know if this suits the City of Simonton. If so, please sign and return; otherwise, do not hesitate to contact me with any questions.

Sherri Triplett

Contracts Administrator

952 Echo Lane | Suite 400 | Houston, TX 77024

O: 281.930.1200 | C: 713.823.4795 | E: striplett@garner-es.com

24/7 Emergency Response: 800.4.GARNER



From: Sherri Triplett <Striplett@garner-es.com>

Sent: Wednesday, March 20, 2024 6:11 PM

To: mayor@simontontexas.gov <mayor@simontontexas.gov>

Cc: finance@simontontexas.gov <finance@simontontexas.gov>

Subject: Contract Extension - City of Simonton

Good evening Mayor,

Attached is a proposed Addendum to the Agreement and Amendment 1 to exercise the first-year option to extend the contract between the City of Simonton and Garner Environmental Services, Inc. from March 31, 2024, through March 31, 2025.

Please review and let me know if this is acceptable to the City of Simonton. If satisfactory, please sign and return it; otherwise, do not hesitate to contact me with any questions.

Sherri Triplett

Contracts Administrator

952 Echo Lane | Suite 400 | Houston, TX 77024

O: 281.930.1200 | C: 713.823.4795 | E: striplett@garner-es.com

24/7 Emergency Response: 800.4.GARNER

FIRST ADDENDUM

This First Addendum to the Emergency Disaster Response Agreement in compliance with General Services Administration (GSA) Federal Supply Schedule 84, Emergency/Disaster Response, Contract Number GS-07F-0403X, the Robert T. Stafford Act 08/2016 Amended is entered into effective March 31, 2024, by and between CITY OF SIMONTON ("Company") and GARNER ENVIRONMENTAL SERVICES, INC. ("Contractor").

In order to be compliant with Code of Federal Regulations (CFR) §200, competitively bid contracts require an annual review of contractual terms and rate schedules.

The initial term of the Emergency Disaster Response Agreement ("Agreement") between Company and Contractor commenced on March 19, 2019, and was effective through March 31, 2021, with an Amendment 1 extending the Agreement for three (3) additional years, which may be renewed and extended for an additional (1) one-year term, up to two times, after review and agreement by each Party stating they wish to extend the Agreement for the additional one-year term. Thereafter, the Agreement may be renewed on a month-to-month basis for up to six months.

To ensure Company will be reimbursed by FEMA after services have been provided by Contractor under the Agreement, this First Addendum to the Emergency Disaster Response Agreement and Amendment 1 referenced above confirms that the Parties agree as follows:

- The Agreement and Amendment 1 are hereby extended for the one-year term beginning March 31, 2024 and ending March 31, 2025.
- The Parties are in compliance with all relevant portions of CFR§200 regarding annual review of contractual terms and rate schedules.
- The remaining terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS whereof, this First Addendum shall be effective March 31, 2024.

CITY OF SIMONTON

GARNER ENVIRONMENTAL SERVICES, INC.

By: Laurie Boudreau

By: John Temperilli

Printed: Laurie Boudreau

Printed: John Temperilli

Title: Mayor

Title: President

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Attn: P.O. Box 7
Simonton Texas
77476

John Temperilli, President
Garner, Disaster Division
952 Echo Ln, Suite 400
Houston TX 77024-2820



EMERGENCY DISASTER RESPONSE AGREEMENT

This **EMERGENCY DISASTER RESPONSE AGREEMENT** (the “Agreement”) is entered into this 9TH day of March, 2019, by and between **Garner Environmental Services, Inc.**, a Texas corporation, whose principal office and mailing address is 1717 W. 13th Street, Deer Park, Texas 77536 (hereinafter “CONTRACTOR”) and City of Simonton, with a place of business located at 35011 FM 1092, Simonton, Texas 77476 (hereinafter “Agency”) a Texas home-rule municipal corporation or political subdivision (hereinafter “AGENCY”) along with AGENCY’s Description of Locations and Affiliates authorized to request CONTRACTOR’s services under this Agreement, effective for all purposes upon execution by the Authorized Representative of the AGENCY.

WHEREAS CONTRACTOR has proposed to provide EMERGENCY DISASTER RESPONSE SERVICES AND LOGISTICAL RESPONSE SERVICES in compliance with **General Services Administration (GSA) Federal Supply Schedule 84, Emergency / Disaster Response, Contract Number GS-07F- 0403X, the Robert T. Stafford Act 08/2016 Amended** and the terms and conditions of this Agreement, including the insurance requirements incorporated by reference and attached hereto as Exhibit A; and

WHEREAS AGENCY has determined CONTRACTOR to be a GSA Contractor.

NOW, THEREFORE, CONTRACTOR and AGENCY enter and agree as follows:

1. Services. CONTRACTOR will provide **EMERGENCY DISASTER RESPONSE SERVICES AND LOGISTICAL RESPONSE SERVICES** in compliance with GSA Contract Number GS-07F-0403X and the terms and conditions of this Agreement; and

- 1.1. CONTRACTOR operates a (24) hour-per-day, (7) seven-days-per-week emergency response service telephone line at 1.800.424.1716. The AGENCY may call 281.930.1200 to obtain specific or local branch office numbers for the CONTRACTOR. The AGENCY’s representative making the call shall furnish to CONTRACTOR the name and title of the caller, the location of the site needing emergency response services (hereinafter referred to as the “Site” and/or “Worksite”) relevant facts relating to the situation in order that CONTRACTOR may use due diligence to mobilize the necessary personnel and equipment subject to the conditions of availability and necessity.
- 1.2. The Parties recognize that, at the commencement of the Work in accordance with this Agreement, the scope of the Work may not be well defined. The Parties agree that, at the commencement of the Work and at frequent intervals, their respective representatives shall consult with each other to review and define the scope of the Work to be performed and outline strategies and approaches to such Work. Regarding the Work:
 - a. The Parties hereby acknowledge that, on occasion, AGENCY personnel may authorize Services and/or Work to be performed by CONTRACTOR based on a verbal order, which may or may not be confirmed with a written purchase order, service order or work authorization. The Parties hereby agree that on those

occasions it is the Parties' intent that CONTRACTOR respond based upon such verbal order and that the AGENCY be bound by the terms and conditions of this Agreement, which shall apply in all respects to the services or Work performed by CONTRACTOR; and

- b. To the extent practicable, AGENCY shall promptly issue to CONTRACTOR a purchase order describing the scope of the Work performed or to be performed and the names of the designated representatives for AGENCY and CONTRACTOR. In the event of a conflict between the terms of such purchase order, service order or work authorization, and the terms of this Agreement, the terms of this Agreement shall prevail.
- 1.3 CONTRACTOR shall provide personnel, labor, materials, tools, equipment, and personal protective equipment (hereinafter "PPE"), and subcontracted items where necessary and/or as requested for the performance and completion of the Work. CONTRACTOR shall proceed under the circumstances then existing subject to conditions of availability and necessity.
- 1.4 CONTRACTOR shall take necessary precautions for safety of its employees and shall comply with all applicable provisions of federal, state, and local safety and health laws, rules, and regulations and further shall erect and properly maintain, as required by the conditions and progress of the Work, necessary safeguards for the protection of its employees.
- 1.5 AGENCY shall furnish to CONTRACTOR information on the Worksite concerning physical characteristics, soil reports, subsurface investigations, utility and easement locations, and other similar reports or documents (the "Worksite Plans") reasonably needed by CONTRACTOR to perform the Work. Additionally, AGENCY represents that it has superior knowledge of the Worksite and acknowledges that CONTRACTOR does not accept responsibility for any losses, damages, and/or injuries, resulting from an error, inconsistency, or omission in the Worksite Plans. Where necessary, AGENCY shall furnish information on any body of water or shoreline affected, including charts and maps.
- 1.6 Whether or not AGENCY owns or operates the Worksite, AGENCY shall, prior to commencement of the Work, arrange for, provide for and ensure lawful access to and egress from the Worksite by CONTRACTOR, its employees and subcontractors and their vehicles and equipment.
- 1.7 AGENCY shall furnish to CONTRACTOR current copies of Safety Data Sheets (SDSs) for all hazardous and/or non-hazardous materials that are at the Worksite.

2. Pricing for Services. Agency agrees to pay CONTRACTOR in compliance with the pricing established in GSA Contract Number GS-07F-0403X, incorporated herein by reference and attached hereto as Exhibit B. The CONTRACTOR may adjust pricing pursuant to the GSA Contract Number GS-07F-0403X as approved and published online at GSA Advantage, which adjusted pricing is deemed incorporated herein as Exhibit B when published. CONTRACTOR's invoiced charges are due and payable by AGENCY to CONTRACTOR when CONTRACTOR's invoice(s) is received by AGENCY.

2.1 It is expressly acknowledged and agreed upon by and between the Parties that the rates, terms and conditions set forth within CONTRACTOR'S applicable response rate schedule, in their current form at the time Work is actually performed, are incorporated herein for all purposes as if fully copied at length, are part and parcel of this Agreement. CONTRACTOR reserves the right to increase its rates in the applicable response rate schedules during the term of this Agreement, and it is the responsibility of the AGENCY to obtain a current copy of the applicable response rate schedule prior to the commencement of any Work subject to this Agreement.

3. Open Market Items / Services. Open Market Items / Services are defined as Items or Services that are not included in the GSA Contract Number GS-07F-0403X Rate Schedule. AGENCY and CONTRACTOR agree that these Open Market Items / Services will be provided to the AGENCY on an as requested, as available basis at the list price provided to AGENCY by CONTRACTOR plus assessment of a 15% Administrative Handling Fee. Invoices reflecting Open Market Items / Services will include as backup GEST's Vendor invoice reflecting the list price. Only Open Market Items / Services that fall under the Federal Travel Regulations such as Airfare, Per Diem and Rental Cars will not be subject to the Administrative Handling Fee. CONTRACTOR's invoiced charges for Open Market Items / Services are due and payable by AGENCY to CONTRACTOR when CONTRACTOR's invoice(s) for same is received by AGENCY.

3.1 AGENCY agrees to pay all amounts due under this Agreement immediately upon receipt (or net 30) of CONTRACTOR'S invoice(s), in United States Dollars (US \$). AGENCY agrees that AGENCY shall pay to CONTRACTOR interest on past due amounts, from the past due date until paid, at the lesser of 18% per annum or the highest contractual rate allowed by law, AGENCY and CONTRACTOR acknowledging herein that AGENCY shall not pay interest in excess of that allowed by law. AGENCY agrees to pay all attorneys' fees and costs if AGENCY's account is referred to any attorney for collection. AGENCY assumes full responsibility of timely payment to CONTRACTOR regardless of whether AGENCY contends or may contend that any third-party person or entity is responsible or liable, in whole or in part, including but not limited to any insurance carrier of AGENCY. AGENCY agrees to immediately notify CONTRACTOR of any changes to AGENCY's name, address(es) and phone number(s).

3.2 Notwithstanding the foregoing, at AGENCY's request CONTRACTOR may provide a budget, or estimated bid, for scheduled work. AGENCY acknowledges that estimated bids are subject to change in connection with scope. In this connection, AGENCY agrees to pay CONTRACTOR, in accordance with paragraph 3.1. above, an amount not less than the total of: the initial budgetary estimated amount; and the amount of any change orders issued by CONTRACTOR, including those reflecting amounts exceeding the initial budgetary estimate and/or estimated bid.

4. Term. This Agreement commences on the date signed by Agency's authorized signatory and shall continue through March 31, 2021.

5. Month-to-Month Extension. If the AGENCY has not awarded a new DISASTER RESPONSE SERVICES contract upon the expiration of this Agreement, CONTRACTOR may continue to provide services under this Agreement, at its then-current fee schedule under the term of this Agreement, on a month-to-month basis for up to six

months. This Agreement automatically expires on the effective date of a new contract; the Contract Administrator will provide written notice of the effective date of the new contract to CONTRACTOR.

6. Termination. Either party may terminate this agreement, with or without cause, upon thirty (30) days' written notice of cancellation to the other party.

7. Contract Administrator. The Contract Administrator designated by the AGENCY is responsible for approval of all phases of performance and operations under this Agreement. All of CONTRACTOR's notices or communications regarding this Agreement will be directed to the Contract Administrator, who is the **Authorized Representative of the AGENCY.**

8. Independent Contractor. CONTRACTOR will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of CONTRACTOR be considered an employee of the AGENCY.

9. Insurance. Before activities can begin under this Agreement, CONTRACTOR will provide to AGENCY's Contract Administrator a Certificate of Insurance, as proof of the required insurance coverages. Additionally, CONTRACTOR will provide to AGENCY's Contract Administrator written notice of occurrence, if any, cancellation, material change in the coverages, or intent not to renew any of the policies in accordance with policy provisions. CONTRACTOR agrees to provide Additional Insured status to AGENCY (except on worker's compensation policy) with waiver of subrogation and primary status. Additional insured status, waiver of subrogation and primary status shall be afforded to the extent of CONTRACTOR's covered obligations assumed hereunder in connection with CONTRACTOR's operations. (See Exhibit A)

10. Indemnification. CONTRACTOR shall indemnify, hold harmless and defend AGENCY, its officers, directors, employees, agents and representatives from and against any and all damages, losses, claims, demands, causes of action, judgments, judgment liens, penalties, and expenses of every kind and character (including attorneys fees, investigation expenses, expert witness fees, judgments, court costs and settlement costs), and other liabilities to the extent of any sole negligent act or willful misconduct of CONTRACTOR or its subcontractors pursuant to the Work. CONTRACTOR shall defend claims asserted against the AGENCY hereunder and shall bear all costs and judgments related thereto at its sole expense. AGENCY shall have the right, at its option, to participate in the defense of each such claim without relieving CONTRACTOR of any obligations hereunder.

10.1. REGARDLESS OF CAUSE, AGENCY SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CONTRACTOR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY ASSERTED CLAIM OF TRESPASS THAT ARISES DIRECTLY OR INDIRECTLY AS A RESULT OF THE SERVICES PROVIDED FOR AGENCY BY CONTRACTOR. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, INCLUDING THE INDEMNITY PROVIDED IN SECTION 10 OF THIS AGREEMENT, THE FOREGOING INDEMNITY SHALL APPLY WHETHER OR

NOT SUCH CLAIMS, DAMAGES, LOSSES, AND/OR EXPENSES ARE FOUNDED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR CONTRACTOR'S OWNERS, AFFILIATED ENTITIES, REPRESENTATIVES, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS. AGENCY GUARANTEES CONTRACTOR LAWFUL INGRESS TO AND EGRESS FROM THE WORKSITE.

- 10.2. AGENCY shall indemnify, hold harmless and defend CONTRACTOR, its officers, directors, employees, agents and representatives from and against any and all damages, losses, claims, demands, causes of action, judgments, judgment liens, penalties, and expenses of every kind and character (including attorneys' fees, investigation expenses, expert witness fees, judgments, court costs and settlement costs), and other liabilities to the extent of any sole negligent act or willful misconduct of AGENCY in connection with or in any way related to the Work.**
- 10.3. AGENCY shall further indemnify, hold harmless and defend CONTRACTOR, its officers, directors, employees, agents and representatives from and against any and all damages, losses, claims, demands, causes of action, liens, third-party claims, judgments, penalties, and expenses or liabilities of every kind and character, whether sounding in contract, tort or otherwise (including attorneys' fees, investigation expenses, expert witness fees, judgments, court costs and settlement costs) arising out of or in any way related to the following:**
- **Any breach by AGENCY of this Agreement;**
 - **Any act, omission or willful misconduct of AGENCY in connection with AGENCY's ownership of or activities on the Worksite or the presence of AGENCY employees and/or equipment at the Worksite or AGENCY's participation in the services or Work performed by CONTRACTOR pursuant to this Agreement;**
 - **Pre-existing Worksite conditions or the generation of any waste, pollutant, contaminant, or other substance (whether classified as hazardous or not) at the Worksite;**
 - **Any error, inconsistency, or omission in the Worksite Plans;**
 - **The discharge, disposal, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or watercourse or body of water that is/are the subject matter of the Work;**
 - **The AGENCY's strict liability; OR**
 - **Any violation by the AGENCY of the Resource Conservation and Recovery Act, as amended, any liability under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended and similar state laws, the Toxic Substances Control Act, as amended, and other environmental laws, rules and regulations relating to the existence, generation and/or current or future ownership of hazardous and/or non-hazardous substances and wastes or arranging for the disposal of such materials which are the**

subject matter of the services or Work by CONTRACTOR for AGENCY.

THE FOREGOING INDEMNITY IN SECTION 10.3 SHALL APPLY WHETHER OR NOT SUCH CLAIMS, DAMAGES, LOSSES, AND/OR EXPENSES ARE FOUNDED, IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR CONTRACTOR'S OWNERS, AFFILIATED ENTITIES, REPRESENTATIVES, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS. PROVIDED, HOWEVER, THAT CONTRACTOR SHALL NOT BE ENTITLED UNDER THIS PARAGRAPH TO RECEIVE INDEMNIFICATION FOR THAT PORTION OF ANY CLAIMS, DAMAGES, LOSSES, AND/OR EXPENSES THAT ARE PROXIMATELY CAUSED BY ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

AGENCY shall defend claims asserted against CONTRACTOR pursuant to the indemnity provisions contained in Sections 10.1, 10.2 and 10.3 of this Agreement, and shall bear all attorneys' fees, costs and judgments related thereto at its sole expense. CONTRACTOR shall have the right, at its option, to participate in the defense of each such claim without relieving AGENCY of any obligations hereunder.

10.4. THE PARTIES' INDEMNITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. **Force Majeure.** If due to Force Majeure either Party hereto is rendered unable, in whole or in part, to carry out its obligations under this Agreement, save and except for AGENCY's obligation to make timely payments for services or Work performed, upon such Party giving written notice including full particulars of such Force Majeure to the other Party immediately after the occurrence of the cause relied on, then the obligation of that party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other causes not within the reasonable control of the Party claiming a suspension which by the exercise of due diligence such Party shall not have been able to avoid or overcome. In no event, however, shall the foregoing limit the rights of the AGENCY or CONTRACTOR to terminate this Agreement or the Work as otherwise provided herein.

12. **Compliance with Laws.** This Agreement is subject to all applicable federal, state and local laws, rules and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas with venue for any dispute fixed in Harris County, Texas.

13. Subcontractors. CONTRACTOR may use subcontractors in connection with the work performed under this Agreement. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the CONTRACTOR and its employees had performed the services.

14. Taxes. CONTRACTOR will pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes customarily paid by employers for its direct employees.

15. Drug Policy. CONTRACTOR must adopt a Drug Free Workplace and drug testing policy that substantially conforms to AGENCY's policy.

16. Violence Policy. CONTRACTOR must adopt a policy against Violence in the Workplace that substantially conforms to AGENCY's policy.

17. Notice. Notice may be given by fax, electronic mail, hand-delivery or certified mail, postage prepaid, and is deemed received on the day faxed, sent by electronic mail or hand-delivered or on the third day after deposit in the U.S. Mail, if sent certified mail. Notice shall be sent as follows:

IF TO THE AGENCY:

City of Simonton [AGENCY]
Attn: Jennifer Ward
P O Box 7 [Address]
Simonton TX 77476 [City, State, Zip]
281-533-9809 [Phone]
[Fax]
jjward@simontontexas.gov [E-mail]

IF TO CONTRACTOR:

Contractor Name: Garner Environmental Services, Inc.
Contact Person: John Temperilli or Lawrence Crowe
Address: 1717 W. 13th St.
City, State, Zip: Deer Park, TX 77536
Phone: (281) 930-1200
Fax: (281) 478-0296
Email: jtemperilli@garner-es.com; lcrowe@garner-es.com

18. Amendments. This Agreement may be amended only by written agreement signed by the duly authorized representatives of both/all parties hereto.

19. Severability. Each provision of the Agreement shall be considered to be severable and, if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this

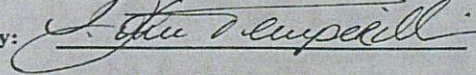
Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown below and in acknowledgement of the effective date referenced above.

ACCEPTED:

GARNER ENVIRONMENTAL SERVICES,
INC.

By:



John Temperilli
(Typed/Printed Name)

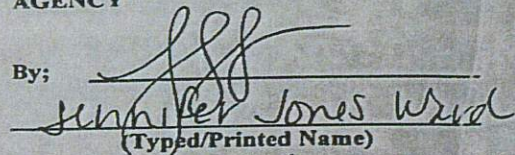
Title: Vice-President

Date: 4.8.19

ACCEPTED:

AGENCY

By:



Title: City Administrator

Date: 3.19.19

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 100 Houston TX 77079	CERTIFICATE NAME: Certificates PHONE (A/C, No. Ext): 713-952-9990 FAX (A/C, No): 713-952-9939 E-MAIL ADDRESS: Hougerts@higginbotham.net														
INSURED Garner Environmental Services, Inc 1717 W. 13th Street Deer Park TX 77538	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: Aspen Specialty Ins Co</td> <td>10717</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: Aspen Specialty Ins Co	10717	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Company	16535														
INSURER B: Aspen Specialty Ins Co	10717														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 616034425 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EX (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CGL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC OTHER:			ERASY9018	4/21/2018	5/5/2019	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 500,000 MED EXP (Any one person): \$ 5,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COMP/OP AGG: \$ 2,000,000 Contractors Public: \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP014783000	5/5/2018	5/5/2019	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION:			EXA99208	4/21/2018	5/5/2019	EACH OCCURRENCE: \$ 10,000,000 AGGREGATE: \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Standardly in RW) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC014783100	5/5/2018	5/5/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL - EACH ACCIDENT: \$ 1,000,000 EL - DISEASE - EA EMPLOYEE: \$ 1,000,000 EL - DISEASE - POLICY LIMIT: \$ 1,000,000
A	WC (NY)			WC091033200	5/5/2018	5/5/2019	EL - EACH ACCIDENT: 1,000,000 EL - DISEASE - EA EMPLOY: 1,000,000 EL - DISEASE - POLICY: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage Continued:
 Policy number# ERASY9018 - Aspen Specialty Insurance Company - Effective 04/21/2018 to 05/05/2019
GENERAL POLLUTION LIABILITY-Each Pollution Incident
 a. Hostile Fire & Building Equipment \$1,000,000
 b. Products Pollution \$1,000,000
 See Attached...

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAVED NUMBER Gamer Environmental Services, Inc. 1717 W. 33rd Street Deer Park, TX 77536	
POLICY NUMBER		NAIC CODE	
RANKER		EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- c. Transportation Pollution: \$1,000,000
- d. Contractors Pollution: \$1,000,000
- e. Site Time Element D1 and D3: \$1,000,000
- f. Emergency Response Cost: \$250,000
- g. Crisis Event - Per Crisis Event and in the Aggregate: \$250,000

- SITE POLLUTION INCIDENT LIABILITY-Each pollution incident**
- a. On-Site Clean-Up Cost: \$1,000,000
 - b. Off-Site Clean-Up: \$1,000,000
 - c. Site Bodily Injury and Property Damage: \$1,000,000

PROFESSIONAL LIABILITY
 Each Wrongful Act: \$1,000,000

AS RESPECTS EXCESS LIABILITY POLICY:
 Per Form ASPERT16 0112, COMMERCIAL ENVIRONMENTAL EXCESS FOLLOW FORM POLICY

CLAUSE I-INSURING AGREEMENT
 The insurer will pay on the insured's behalf ultimate net loss (resulting from bodily injury, property damage, personal injury, advertising injury, environmental damage, emergency response costs, clean-up costs or loss) in excess of, and not in contribution with, the underlying policies. Except as otherwise provided in this Policy, this Policy shall follow all provisions, exclusions, limitations, and all other terms and conditions of the followed policy. In the event of a conflict between this Policy and the followed policy, this Policy shall govern and control. Notwithstanding any other provision of this Policy, in no event shall this Policy grant broader coverage than that provided to the insured under any of the underlying policies.

As Pertains Automobile Liability Policy-Primary wording:
 Per Form CA 00 01-10/13-Business Auto Coverage Form, Section IV - Business Auto Conditions B - General Conditions 5 - Other Insurance
 1. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this coverage form provides for the "trailer" is:
 (1) Excess while it is connected to a motor vehicle you do not own; or
 (2) Primary while it is connected to a covered "auto" you own.
 2. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
 3. Regardless of the provisions of Paragraph 2. above, this coverage form's Covered Autos Liability Coverage is primary for any liability assumed under an insured contract.
 4. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the limit of insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

AS RESPECTS AUTOMOBILE LIABILITY POLICY AND WORKERS COMP/EMPLOYERS LIABILITY POLICY:
 Policies include an endorsement providing that 30 days notice of cancellation (or coverage change) will be furnished to the certificate holder as required by written contract.

AS RESPECTS GENERAL LIABILITY POLICY:
 Per Form ASPERT10 0313, COMMERCIAL GENERAL LIABILITY & ENVIRONMENTAL EXPOSURE (GLEE) POLICY

III- WHO IS AN INSURED
 F. Any person or organization with whom you agree to include as an insured pursuant to an insured contract is an insured, but: (i) only with respect to bodily injury, property damage, environmental damage or personal and advertising injury arising out of your operations, your work, equipment or premises leased or rented by you, or your products which are distributed or sold in the regular course of a vendor's business; and (ii) only for the lesser of the applicable limits of liability set forth in 5.1. of the Policy or the minimum limits of liability required by the insured contract; however:
 1. A vendor is not an insured as respects bodily injury, property damage, environmental damage, emergency response cost, crisis cost or personal and advertising injury:
 (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement.
 (b) Arising out of any express warranty as authorized by you.
 (c) Arising out of any physical or chemical change in the product made intentionally by the vendor.
 (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container.
 (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 (f) Arising out of demonstration, installation, servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
 (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 2. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects bodily injury, property



ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Gamer Environmental Services, Inc 1717 W. 13th Street Deer Park TX 77536	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

damage, environmental damage, emergency response cost, crisis cost or personal and advertising injury:
 (a) Arising out of any occurrence, offense or pollution incident that takes place after the equipment lease expires or you cease to be a tenant; or
 (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

AS RESPECTS GENERAL LIABILITY POLICY:

Per Form ASPER108 D313, **COMMERCIAL GENERAL LIABILITY & ENVIRONMENTAL EXPOSURE (GLEE) POLICY**

VI. CONDITIONS

J. Other Insurance
 If other valid and collectible insurance is available for any loss subject to coverage under this Policy, our obligations are limited as follows:

1. Primary Insurance
 Except as provided in paragraph 2. below, this insurance is primary. When this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, in which case we will share with all other primary insurance by the method described in paragraph 3. below. However, in the event that an insured contract requires this insurance to be primary for any person or organization whom you agreed to insure and provided such person or organization is an insured under this Policy, this insurance will be primary and we will not seek contribution from any other insurance issued to such person or organization.

2. Excess Insurance

This insurance is excess over:
 a. Any other insurance, whether primary, excess, contingent or on any other basis that is: (i) Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for your work; (ii) Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner; (iii) Insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you or temporarily occupied by you with permission of the owner; or (iv) Insurance applicable to loss arising out of the maintenance or use of aircraft, autos or watercraft.
 b. Any other primary insurance available to you covering liability for damages arising out of premises, operations, or the products and completed operations hazard, for which you have been added as an additional insured.
 c. Any project-specific primary insurance available to you covering liability for damages arising out of your work, for which you are an insured.
 When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer has a duty to defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the: (a) total amount that all such other insurance would pay for the loss in the absence of this insurance; and (b) total of all deductible, retained and self-insured amounts under all that other insurance. Then, we will share the remaining loss, if any, with any other insurance that is not described in this § VI.J.2. and was not bought specifically to apply in excess of the applicable Limits of Liability of this Policy.

AS RESPECTS GENERAL LIABILITY POLICY:

Per Form ASPER108 D313, **COMMERCIAL GENERAL LIABILITY & ENVIRONMENTAL EXPOSURE (GLEE) POLICY**

VI. CONDITIONS

O. Subrogation

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us and the insured shall not do anything to impair such rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any amounts so recovered by us shall be allocated first to the expenses incurred in such recovery prorated in accordance with each interested party's share in the total recovery, then to the insured to the extent of any deductible it actually has paid and any payments it actually has made in excess of the applicable Limits of Liability, and last to us to the extent of our payment under this Policy. However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to a loss, we also waive such right of recovery we may have under this Policy against such person or organization.

Workers Compensation Policy contains the following Endorsements:

Waiver of subrogation in favor of Certificate holder as required by written contract, Outer Continental Shelves, USL&H, Maritime and Alternate Employer Endorsement.

For Informational Purposes Only

EXHIBIT B



Garner Environmental Services, Inc.

1717 West 13th Street
Deer Park, TX 77536
Phone: 281-930-1200/ Fax: 281-478-0296
E-mail: jtemperilli@garner-es.com
Internet: <http://www.garner-es.com>
Business Size: Large Business

**Federal Supply Schedule 084
Law Enforcement, Security, Facilities
Management, Fire, Rescue,
Special Purpose Clothing, Marine Craft and
Emergency/Disaster Response**

**FSC Class: R414
Authorized Pricelist**

GS-07F-0403X



This Schedule Contract Pricelist includes Modifications through Number PO-0012, dated March 13, 2016.



GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

General Description

Garner Environmental Services, Inc. (Garner Environmental) established in 1981, is a full-service environmental company offering emergency response for oil spills and hazardous materials, soil remediation, vacuum truck services, roll-off equipment rental and transportation, as well as disaster response for natural and man-made disasters. Other services offered are training, industrial hygiene consultation, cleaning services for oil and chemical storage tanks, retention ponds, pipelines, storm drains and sewers lines, vessels drilling rigs, piers, wharves, docks, and other harbor facilities. In addition to the services mentioned above, Garner Environmental also offers Chandler services and product supplies for production and drilling platforms, offshore and inshore vessels and the petrochemical industry.

Garner Environmental brings over 500 cumulative years of experience and expertise to the oil and chemical industry in these specialized fields of endeavor. Garner Environmental is a certified Oil Spill Response Organization (OSRO), by the United States Coast Guard and as a Discharge Cleanup Organization (DCO) by the Texas General Land Office as related to the Oil Pollution Act of 1990.

Contract Number: GS-07F-0403X

Period Covered by Contract: April 1, 2011 – March 31, 2021

For more information on ordering from Federal Acquisition Schedules, click on the FSS Schedules button at <http://www.fss.gsa.gov>.

**General Services Administration
Federal Acquisition Service**

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu-driving database system. Agencies can access *GSA Advantage!* via the Internet at <http://www.GSAAdvantage.gov>

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1 CUSTOMER INFORMATION

1. SPECIAL ITEM NUMBERS (SINS):

a. Table of awarded SINS

SIN 426-4F	Emergency Preparedness and First Responder Equipment, Training and Services (Includes but not limited to Continuity of Operations Planning (COOP) services, decontamination kits and showers, mass casualty containment trailers, survival/disaster and rapid deployment kits, hazardous material detection equipment and clothing, and emergency response training.
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b. Lowest priced model number and price for each SIN.

SIN	Model	Price
SIN 426-4F	ORBITRAX Per Message	\$0.27

c. Hourly rates: \$5.92

2. MAXIMUM ORDER GUIDELINE

The maximum order threshold is \$200,000 for SIN 426-4F. The maximum order is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may:

- 1) Offer a new lower price
- 2) Offer the lowest price available under the contract
- 3) Decline the order within five (5) days.

In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order.

3. MINIMUM ORDER: None

4. GEOGRAPHIC COVERAGE: The 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and U.S. territories

5. POINT(S) OF PRODUCTION: None: (Professional Training and Equipment rentals only)

6. Prices shown are NET Prices; Basic Discounts have been deducted.



7. **DISCOUNTS:**

- a. Quantity – None
- b. Dollar Volume – None

8. **PROMPT PAYMENT TERMS:** Net 30 days.

9. **GOVERNMENT PURCHASE CARDS:**

- a. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders.
- b. Credit cards are acceptable for payment at or above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

10. **FOREIGN ITEMS:** Not applicable.

11. **DELIVERY SCHEDULE:**

- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<u>SPECIAL ITEM NUMBERS</u>	<u>DELIVERY TIME (DAYS ARO)</u>
SIN 426-4F	10 days ARO
- b. **EXPEDITED DELIVERY:** As negotiated between Garner and Ordering Activity.
- c. **OVERNIGHT and TWO-DAY DELIVERY:** As negotiated between Garner and Ordering Activity.
- d. **URGENT REQUIREMENTS:** As negotiated between Garner and Ordering Activity.

12. **FOB:** Origin (Shipping/Transportation cost for equipment only)

*Travel costs will be in compliance with the Federal Travel Regulation (FTR) or the Joint Travel Regulation (JTR)

13. **ORDERING INFORMATION:**

- a. Agencies should address all orders to the following address:

Garner Environmental Services, Inc.
1717 West 13th Street
Deer Park, TX 77536
John Temperilli, Vice President
itemperilli@garner-es.com



- b. For supplies and services, the order procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT INFORMATION:

- a. Agencies should address all payments to the following address:

Garner Environmental Services, Inc.
1717 West 13th Street
Deer Park, TX 77536

15. WARRANTY PROVISION: None (Services only)

Restocking Fee/Cancellation Policy: None (Services only)

16. EXPORT PACKING CHARGES: Not applicable.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE ABOVE THE MICROPURCHASE THRESHOLD

552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)

- (a) Definitions.
"Government-wide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.
- (b) The Contractor must accept the Government-wide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a



defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

- (e) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:** Not applicable.

19. **TERMS AND CONDITIONS OF INSTALLATION:** Not applicable.

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:** Not applicable.

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** Not applicable.

21. **SERVICE AND DISTRIBUTION POINTS:** Not applicable.

22. **PARTICIPATING DEALERS:** Not applicable.

23. **PREVENTATIVE MAINTENANCE:** Not applicable.

24a. **ENVIRONMENTAL ATTRIBUTES:** Not applicable.

24b. **SECTION 508 COMPLIANCE:** Not applicable.

25. **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER:** 053554531

26. Contractor **HAS** registered with the System for Award Management. Registration valid until 10/22/2013.



2. GSA SCHEDULE PRICELIST

SIN	Product Description	GSA Price Weekly Rate
SCHEDULE A - POWER GENERATION		
426-4F	20KW Generator	\$1,148.78
426-4F	25KW Generators	\$1,148.78
426-4F	30KW Generators	\$1,234.26
426-4F	35KW Generators	\$1,362.32
426-4F	36KW Generators	\$1,362.32
426-4F	40KW Generators	\$1,621.81
426-4F	45KW Generators	\$1,621.81
426-4F	48KW Generators	\$1,621.81
426-4F	50KW Generators	\$1,621.81
426-4F	56KW Generators	\$1,621.81
426-4F	60KW Generators	\$1,675.87
426-4F	70KW Generators	\$2,027.27
426-4F	75KW Generators	\$2,027.27
426-4F	80KW Generators	\$2,219.87
426-4F	90KW Generators	\$2,333.52
426-4F	100KW Generators	\$2,289.29
426-4F	125KW Generators	\$2,838.18
426-4F	150KW Generators	\$2,838.18
426-4F	174KW Generators	\$2,957.38
426-4F	175KW Generators	\$2,957.38
426-4F	176KW Generators	\$2,957.38
426-4F	180KW Generators	\$3,107.81
426-4F	200KW Generators	\$3,088.20
426-4F	225KW Generators	\$3,649.09
426-4F	240KW Generators	\$3,649.08
426-4F	250KW Generators	\$3,649.08
426-4F	300 KW Generators	\$3,768.02
426-4F	320KW Generators	\$3,768.01
426-4F	350KW Generators	\$4,298.63
426-4F	400KW Generators	\$5,287.56
426-4F	450KW Generators	\$5,287.56
426-4F	480KW Generators	\$5,789.87
426-4F	500KW Generators	\$5,789.87
426-4F	550KW Generators	\$6,206.14
426-4F	575KW Generators	\$6,481.31
426-4F	600KW Generators	\$7,427.76
426-4F	640KW Generators	\$7,427.76
426-4F	675KW Generators	\$7,589.45
426-4F	728KW Generators	\$7,589.45
426-4F	750KW Generators	\$7,589.45
426-4F	800KW Generators	\$8,310.44
426-4F	850KW Generators	\$9,517.36
426-4F	1000KW Generators	\$9,517.36



SIN	Product Description	GSA Price Weekly Rate
426-4F	1200KW Generators	\$13,325.04
426-4F	1250KW Generators	\$13,325.04
426-4F	1400KW Generators	\$14,590.91
426-4F	1500KW Generators	\$15,174.56
426-4F	1600KW Generators	\$15,515.35
426-4F	1750KW Generators	\$16,616.14
426-4F	2000KW Generators	\$17,742.64
426-4F	45 kVA Transformer	\$324.36
426-4F	75 kVA Transformer	\$432.48
426-4F	100 kVA Transformer	\$651.43
426-4F	150 kVA Transformer	\$651.43
426-4F	225 kVA Transformer	\$867.67
426-4F	300 kVA Transformer	\$1,589.38
426-4F	400 kVA Transformer	\$2,112.41
426-4F	500 kVA Transformer	\$2,112.41
426-4F	750 kVA Transformer	\$2,448.94
426-4F	1000 kVA Transformer	\$2,871.96
426-4F	1500 kVA Transformer	\$3,796.40
426-4F	2000 kVA Transformer	\$4,476.21
426-4F	600 Amp Line Panel	\$756.85
426-4F	800 Amp Line Panel	\$994.71
426-4F	1200 Amp Line Panel	\$1,492.07
426-4F	4000 Watt Generated Light Plant	\$513.57
426-4F	Power Distribution Box (Spider Boxes)	\$493.70
426-4F	Spider Boxes (400)	\$767.66
426-4F	Spider Boxes (800)	\$993.36
426-4F	Power Distribution Box (Spider Box) with 50ft cable	\$640.83
426-4F	Pigtails- 4/0 Male & Female Camlock Connectors	\$59.24
426-4F	Power Cord, 50' (Extension Cord)	\$29.62
426-4F	Generator Cable price per foot	\$2.47

POWER GENERATOR NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 days constitutes a week on equipment; 7 days constitutes a week on personnel.

Rental Rates Only - Transportation rates from to point of origin and/or point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs associated with project.

Fuel will be determined by load and charged IAW and associated to the Task Order at that time.

Minimum of (2) electricians are required per site assessment and installation.

GPS units are required for each generator and charged per rate schedule. (Messaging not included)

Any items requested of GESI not appearing within these rates will be billed at the invoiced amount plus a 15% handling fee.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.



SIN	Product Description	GSA Price Weekly Rate
SCHEDULE B - PUMPS & HOSES		
426-4F	2" x 2" Diesel Pump	\$778.47
426-4F	3" x 3" Diesel Pump	\$1,431.25
426-4F	4" Diesel Pump	\$810.91
426-4F	6" Diesel Pump	\$1,405.57
426-4F	8" Diesel Pump	\$1,778.93
426-4F	10" Diesel Pump	\$2,025.24
426-4F	12" Diesel Pump	\$2,757.19
426-4F	16" Diesel Pump	\$7,027.86
426-4F	18" Diesel Pump Dsl Flg w/QD	\$10,509.35
426-4F	24" Diesel Pump	\$13,969.22
426-4F	2" Suction Discharge Hose 50' Section	\$94.61
426-4F	3" Suction Discharge Hose 50' Section	\$70.28
426-4F	4" Suction Discharge Hose 50' Section	\$100.72
426-4F	6" Suction Discharge Hose 50' Section	\$124.34
426-4F	8" Suction Discharge Hose 50' Section	\$248.14
426-4F	10" Suction Discharge Hose 50' Section	\$383.15
426-4F	12" Suction Discharge Hose 50' Section	\$401.40
426-4F	6" Vacuum Assist Pump	\$2,128.63
426-4F	12" Vacuum Assist Pump	\$2,898.99
426-4F	3 Inch Submersible Hydraulic Pump	\$749.48
426-4F	4 Inch Submersible Hydraulic Pump	\$1,283.63
426-4F	6 Inch Submersible Hydraulic Pump	\$1,732.90
426-4F	8 inch Submersible Hydraulic Pump	\$2,310.53
426-4F	12 Inch Submersible Hydraulic Pump	\$4,120.44
426-4F	8" Bauer Pipe, 10' section	\$53.91
426-4F	12" Bauer Pipe, 10' section	\$53.91
426-4F	4" Strainers/T-Joints/Elbows	\$47.40
426-4F	6" Strainers/T-Joints/Elbows	\$64.18
426-4F	8" Strainers/T-Joints/Elbows	\$67.58
426-4F	3" Sub - Dewater 5hp 460v	\$343.37
426-4F	4" Sub - Dewater 10hp 460v	\$386.37
426-4F	6" Sub - Dewater 35hp 460v	\$617.76
426-4F	8" Sub - Dewater 95hp 460v	\$1,339.78
426-4F	4" Sub - Trash 20hp 460v	\$430.02
426-4F	6" Sub - Trash 40hp 460v	\$617.75
426-4F	8" Sub - Trash 70hp 460v	\$1,339.79
426-4F	3" Suction Hose - 20'	\$56.16
426-4F	4" Suction Hose - 20'	\$72.21
426-4F	6" Suction Hose - 20'	\$72.21
426-4F	8" Suction Hose - 20'	\$160.45
426-4F	10" Suction Hose - 20'	\$202.73
426-4F	12" Suction Hose - 10'	\$160.45
426-4F	6" to 18" Pipe Fusion Machine	\$3,311.20
426-4F	12" to 36" Track Mounted Fusion Machine	\$11,352.70



PUMPS AND HOSES NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Rental Rates Only - Transportation rates to and from point of origin and/or point of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Daily Rate	GSA Price Weekly Rate
SCHEDULE C - ENVIRONMENTAL CONTROLS			
426-4F	5- Ton Air Conditioner Unit	N/A	\$1,148.78
426-4F	10 - Ton Air Conditioner Unit	N/A	\$1,405.57
426-4F	15 - Ton Air Conditioner Unit	N/A	\$1,924.55
426-4F	20 - Ton Air Conditioner Unit	N/A	\$2,024.56
426-4F	25 - Ton Air Conditioner Unit	N/A	\$2,169.18
426-4F	30 - Ton Air Conditioner Unit	N/A	\$2,703.02
426-4F	40 - Ton Air Conditioner Unit	N/A	\$4,324.84
426-4F	50 - Ton Air Conditioner Unit	N/A	\$7,348.17
426-4F	60 - Ton Air Conditioner Unit	N/A	\$5,297.92
426-4F	75 - Ton Air Conditioner Unit	N/A	\$7,568.46
426-4F	80 - Ton Air Conditioner Unit	N/A	\$8,649.67
426-4F	100 GPM Pump	N/A	\$778.47
426-4F	200 GPM Pump	N/A	\$778.47
426-4F	300 GPM Pump	N/A	\$852.43
426-4F	400 GPM Pump	N/A	\$888.66
426-4F	500 GPM Pump	N/A	\$898.54
426-4F	750 GPM Pump	N/A	\$1,621.81
426-4F	800 GPM Pump	N/A	\$1,621.81
426-4F	1000 GPM Pump	N/A	\$1,621.81
426-4F	1200 GPM Pump	N/A	\$1,444.14
426-4F	Polyethylene Pollution Bags (per Roll)	\$113.53	N/A
426-4F	Polyethylene Sheeting Per Roll (20'x100'x6 mil)	\$118.93	N/A
426-4F	Level A Responder Suit (each)	\$1,243.39	N/A
426-4F	Level B Responder Suit (each)	\$243.27	N/A
426-4F	Level 3 (CPC 3) PPE (each)	\$113.53	N/A
426-4F	Level D PPE (each)	\$48.65	N/A

ENVIRONMENTAL CONTROLS NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Rental Rates Only - Transportation rates from to pt. of origin and/or pt. of delivery and/or point of use are not included.

Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.



SIN	Product Description	GSA Price Weekly Rate
SCHEDULE D - MATERIALS HANDLING EQUIPMENT (MHE)		
426-4F	Forklift Carpet Poles	\$111.90
426-4F	Pallet Grabbers w/Chain	\$40.54
426-4F	Pallet Jack	\$111.90
426-4F	Electric Pallet Jack	\$318.96
426-4F	Forklift Loading ramps	\$923.09
426-4F	Dock Plates	\$454.21
426-4F	5k Diesel Forklifts	\$676.37
426-4F	6000 Lb. Forklift	\$2,899.58
426-4F	8000 Lb. Forklift	\$3,138.72
426-4F	9,000 - 10,000 lb. Forklift	\$3,713.09
426-4F	15,000 lb. Forklift	\$8,006.94
426-4F	25,000-35,000 Lb. Forklift	\$14,823.51
426-4F	4400 lb Extended Reach Forklift	\$1,892.12
ROUGH TERRAIN FORKLIFTS		
426-4F	Straight Mast	\$987.35
426-4F	5K Extended Reach Forklift	\$1,297.45
426-4F	6K Extended Reach Forklift	\$1,675.87
426-4F	8K Extended Reach Forklift	\$1,600.19
426-4F	9K Extended Reach Forklift	\$1,838.06
426-4F	10K Extended Reach Forklift	\$2,108.36
426-4F	Forklift Propane Tank w/o fuel	\$12.97
426-4F	Portable Loading Dock, 20 X 20' w/ramp and stairs	\$1,325.76

MATERIALS HANDLING EQUIPMENT (MHE) NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Rental Rates Only - Transportation rates from to pt. of origin and/or pt. of delivery and/or point of use are not included. Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
SCHEDULE E - HEAVY EQUIPMENT		
FUEL TANKS:		
426-4F	1000 Gallon Fuel Tank	\$1,892.12
426-4F	2000 Gallon Fuel Tank	\$1,750.21
LOADERS:		
426-4F	1/2 yard	\$1,062.29
426-4F	3/4 yard	\$994.71
426-4F	1 yard	\$1,027.15
426-4F	2 1/2 yard	\$2,063.76
426-4F	2 3/4 yard	\$2,063.76
SKID-STEERS:		
426-4F	1750 Lb.	\$767.66
426-4F	2400 Lb.	\$1,215.01



SIN	Product Description	GSA Price Weekly Rate
426-4F	1900 Lb. Track	\$1,297.45
	SKID ATTACHMENTS:	
426-4F	Grapple	\$260.84
426-4F	Forks	\$151.37
426-4F	Sweeper	\$260.84
	OTHER HEAVY EQUIPMENT:	
426-4F	Single Smooth Drum Vibratory Roller	\$1,489.37
426-4F	D3 Cat Small Track-Type Tractor	\$1,717.77
426-4F	D4 Cat Small Track-Type Tractor	\$2,077.27
426-4F	D5 Cat Small Track-Type Tractor	\$2,277.30
426-4F	D6 Cat Medium Track-Type Tractor	\$3,378.78
426-4F	Ditch / Trench Digger	\$1,215.01
426-4F	Large Excavator	\$3,378.78

HEAVY EQUIPMENT NOTES:

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Rental Rates Only - Transportation rates from to pt. of origin and/or pt. of delivery and/or point of use are not included. Customer is responsible for any/all fuel, personnel and transportation costs.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Description	GSA Mobilization Price	GSA Weekly Price	GSA Demobilization Price
SCHEDULE - F EQUIPMENT SERVICES & DISASTER RESPONSE BASE CAMPS				
426-4F	NIMS TYPE I 1000 Person Base Camp	\$546,244.39	\$1,441,154.38	\$444,575.60
426-4F	NIMS TYPE II 750 Person Base Camp	\$508,515.60	\$1,169,241.11	\$413,659.78
426-4F	NIMS TYPE III 500 Person Base Camp	\$375,334.97	\$800,889.40	\$306,847.13
426-4F	NIMS TYPE IV 250 Person Base Camp	\$305,244.24	\$513,202.64	\$249,416.01
	KITCHEN SERVICES:			
426-4F	NIMS TYPE I 1000 Person Kitchen/Meals	\$185,540.88	\$466,447.11	\$131,188.50
426-4F	NIMS TYPE II 750 Person Kitchen/Meals	\$179,699.65	\$402,761.19	\$130,669.52
426-4F	NIMS TYPE III 500 Person Kitchen/Meals	\$132,481.90	\$285,843.30	\$95,980.28
426-4F	NIMS TYPE IV 250 Person Kitchen/Meals	\$110,890.15	\$193,676.98	\$83,891.01
	SHOWER SERVICES:			
426-4F	NIMS TYPE I 1000 Person Showers	\$30,246.82	\$173,262.40	\$37,784.20
426-4F	NIMS TYPE II 750 Person Showers	\$24,582.64	\$149,906.93	\$28,783.14
426-4F	NIMS TYPE III 500 Person Showers	\$18,959.00	\$89,214.61	\$21,989.09
426-4F	NIMS TYPE IV 250 Person Showers	\$18,959.00	\$65,859.15	\$18,653.56
	LAUNDRY SERVICES:			
426-4F	NIMS TYPE I 1000 Person Laundries	\$82,671.95	\$237,551.09	\$67,779.64
426-4F	NIMS TYPE II 750 Person Laundries	\$66,318.66	\$184,802.96	\$53,313.07
426-4F	NIMS TYPE III 500 Person Laundries	\$48,184.08	\$124,111.99	\$39,273.57
426-4F	NIMS TYPE IV 250 Person Laundries	\$36,884.10	\$74,919.68	\$29,692.70



SIN	Product Description	GSA Price Weekly Rate
SCHEDULE - G CIVIL SUPPORT		
426-4F	Portable Storage Containers	\$320.91
426-4F	Tent, 10'x10'	242.21
426-4F	Tent, 20' X 20'	\$463.84
426-4F	Tent, 40' X 40'	2,108.31
426-4F	Tent, 10' X 10' Pop-Up	\$291.23
426-4F	Tent, 10' X 15' Pop-Up	\$380.15
426-4F	Chairs - folding	\$8.11
426-4F	6' Table - folding	\$20.27
426-4F	8' Table - folding	\$27.03
426-4F	50' String Lighting	\$96.98
426-4F	100' String Lighting	\$185.27
426-4F	Power Distro-Spider Box	\$162.92
426-4F	24" portable fans on stands	\$172.80
426-4F	48" 2-speed warehouse fan	\$167.59
426-4F	Tents - 30' x 90' x 7'	\$2,691.61
426-4F	Tents - 30' x 60' x 7'	\$1,869.29
426-4F	Tent, 60' x 100' x 7'	\$6,870.89
SIN	Product Description	GSA Price Per Case
	HeaterMeals Self-Heating Entrees w/up to 2 year shelf life	
426-4F	1-Pallet = 70 Twelve Count Cases (840 meals) HM Entrees	\$61.22
426-4F	2-Pallets = 140 Twelve Count Cases (1680 meals) HM Entrees	\$58.56
426-4F	3-Pallets = 210 Twelve Count Cases (2520 meals) HM Entrees	\$58.56
426-4F	5-Pallets = 350 Twelve Count Cases	\$55.74
426-4F	Greater than 5 Pallets HM Entrees	\$53.90
	HeaterMeals Plus Full Course Meal Kits w/up to 1 year shelf life	
426-4F	50 Twelve Count Cases / 1-Pallet	\$103.81
426-4F	100 Twelve Count Cases / 2-Pallets	\$101.32
426-4F	200 Twelve Count Cases / 4-Pallets	\$101.32
426-4F	350 Twelve Count Cases / 7-Pallets	\$98.48
426-4F	Greater than 7 Pallets HM Plus Meal Kits	\$98.48
SIN	Product Description	GSA Price Per Case
	Heater Meals EX Self-Heating Entrees w/up to 5 yr. shelf-life	
426-4F	1-Pallet = 60 Twelve Count Cases (720 meals) HM EX Entrees	\$63.22
426-4F	2-Pallets = 120 Twelve Count Cases (1440 meals) HM EX Entrees	\$60.38
426-4F	3-Pallets = 180 Twelve Count Cases (2160 meals) HM EX Entrees	\$57.56
426-4F	6-Pallets = 360 Twelve Count Cases (4320 meals) HM EX Entrees	\$55.57
426-4F	Greater than 6 Pallets HM EX Entrees	\$55.57



SIN	Product Description	GSA Price Per Case
	Heater Meals 3 Full Course Meal Kits w/up to 3 yr. shelf life	
426-4F	50 Twelve Count Cases / 1-Pallet	\$74.69
426-4F	100 Twelve Count Cases / 2-Pallets	\$72.37
426-4F	200 Twelve Count Cases / 4-Pallets	\$72.37
426-4F	350 Twelve Count Cases / 7-Pallets	\$70.54
426-4F	600 Twelve Count Cases / 12-Pallets	\$70.54
426-4F	1200 Twelve Count Cases / 24-Pallets	\$68.21
426-4F	Greater than 24 Pallets HM 3 Kits	\$68.21
	Cafe2Go Self-Heating Beverage Kits w/up to 1.5 yr. shelf life	
426-4F	18 Six Count Cases / 1-Pallet	\$140.74
426-4F	36 Six Count Cases / 2-Pallets	\$133.25
426-4F	54 Six Count Cases / 3-Pallets	\$124.69
426-4F	Greater than 3 Pallets Cafe2Go Beverage Kit	\$124.69
	Cafe2Go Self-Heating SOUP Kits w/up to 1.5 yr shelf-life	
426-4F	18 Six Count Cases/ 1-Pallet Cafe2Go Soup Kits	\$205.12
426-4F	36 Six Count Cases / 2-Pallet Cafe2Go Soup Kits	\$194.64
426-4F	54 Six Count Cases/ 3-Pallet Cafe2Go Soup Kits	\$182.66
426-4F	Greater than 3 Pallets Cafe2Go Soup Kits	\$182.66
SIN	Product Description	GSA Price Per Bag
	Ice	
426-4F	Ice 8 lb Bag	\$3.24
SIN	Product Description	GSA Price Per Case
	Bottled Water	
426-4F	24 count 16.9 oz per Bottle / Case	\$8.15
SIN	Product Description	GSA Price Weekly Rate
	Type I (1000) Person Portalet Package	
426-4F	100 Standard Restrooms	\$61,493.77
426-4F	4 Wheelchair Accessible	\$5,108.71
426-4F	30 Station Sink	\$35,477.17
426-4F	100 Daily Service Fees	-
426-4F	30 Daily Sink Service Fees	-
426-4F	5% Fuel Surcharge + Tax	-
	Type II (750) Person Portalet Package	
426-4F	75 Standard Restrooms	\$46,120.32
426-4F	4 Wheel Chair Accessible	\$5,108.71
426-4F	22 Station Sinks	\$26,016.59
426-4F	75 Daily Service Fees	-
426-4F	22 Daily Sink Service Fees	-
426-4F	5% Fuel Surcharge + Tax	-
	Type III (500) Person Portalet Package	
426-4F	50 Standard Restrooms	\$30,746.88
426-4F	2 Wheel Chair Accessible	\$2,554.36



SIN	Product Description	GSA Price Weekly Rate
426-4F	15 Station Sinks	\$17,738.59
426-4F	50 Daily Service Fees	--
426-4F	15 Daily Sink Service Fees	--
426-4F	5% Fuel Surcharge + Tax	--
	Type IV (250) Person Portalet Package	
426-4F	25 Standard Restrooms	\$15,373.44
426-4F	1 Wheel Chair Accessible	\$1,277.18
426-4F	7 Station Sinks	\$8,278.01
426-4F	25 Daily Service Fees	--
426-4F	7 Daily Sink Service Fees	--
426-4F	5% Fuel Surcharge + Tax	--
	Type V (100) Person Portalet Package	
426-4F	10 Standard Restrooms	\$6,149.38
426-4F	1 Wheel Chair Accessible	\$1,277.18
426-4F	10 Daily Service Fees	--
426-4F	7 Daily Sink Service Fees	--
426-4F	5% Fuel Surcharge + Tax	--

CIVIL SUPPORT NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Pricing is all-inclusive including transportation, personnel, expendable commodities, food, etc.

Grey & Black Water Disposal not included

Additional Service Fee (If Applicable)

Hand Sanitizers @ \$15.00 per unit per week.

Daily service of all Portalet packages is included.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Product Description	GSA Price Weekly Rate
SCHEDULE H - TRANSPORTATION EQUIPMENT/PERSONNEL		
426-4F	Power Only Truck	\$14,190.87
426-4F	RollBacks - Equipment local short-haul	\$12,337.63
426-4F	Equipment Service Vehicle	\$2,081.33
426-4F	Bobtail Fuel Truck & Driver (Fuel, Lube Truck or Transport) Does not include Fuel	\$56,763.48
426-4F	Fuel Truck & Trailer Combo (Less than 2000 gallons) Does not include Fuel	\$56,763.48
426-4F	Fuel Trailer w/Attendant (Trailer Dropped, 8500 gallons with pumps) Gasoline & Diesel; Does not include Fuel	\$56,763.48
426-4F	Fuel Tank on Trailer; 6,000 gallon; Diesel Only; 4 pumps and Spill Kit with Attendant (ISO Unit); Does not include Fuel	\$56,763.48
426-4F	Dry Van	\$5,179.67
426-4F	Reefer Trailer	\$1,658.84
426-4F	Drop Deck Trailer	\$14,190.87



SIN	Product Description	GSA Price Weekly Rate
426-4F	Removable Drop Deck (RGN)	\$17,029.04
426-4F	Double Drop Trailer	\$14,190.87
426-4F	Flat Bed Trailer	\$6,622.41
426-4F	Low Boy Trailer	\$14,190.87
426-4F	Water Trailer 300 Gal	\$362.21
426-4F	60 Ton Landall Trailer	\$16,584.24
426-4F	26' Straight Truck w/lift gate and driver	\$14,190.86
426-4F	Water truck (non-potable) W/ operator	\$32,999.46
426-4F	Variable Message Boards, trailered, solar powered	\$2,301.64
426-4F	Traffic Barricades, folding	\$89.85
426-4F	Traffic Cones	\$18.66
426-4F	Traffic Barriers, 8'	\$18.66
426-4F	Traffic Barricades, Barrel	\$48.38
426-4F	Barricades, Jersey - Composite	\$186.62

TRANSPORTATION SERVICES NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Pricing excludes fuel, personnel, and transportation costs, unless otherwise noted.

Transportation mileage rates may vary based on region of equipment FOB.

Jurisdictional and/or Federal fees will apply unless waived.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

SIN	Description	GSA Price Per Hour
SCHEDULE I - PROJECT SUPPORT PERSONNEL		
INCIDENT COMMAND SUPPORT		
426-4F	Information Officer	\$148.11
426-4F	Safety / Security Officer	\$148.11
426-4F	Liaison Officer	\$148.11
OPERATIONS SECTION		
426-4F	Operations Section Chief	\$148.11
426-4F	Staging Areas Manager	\$133.30
426-4F	Air Operations Branch Director	\$133.30
426-4F	Air Support Group Supervisor	\$133.30
426-4F	Air Tactical Group Supervisor	\$133.30
426-4F	Branch Director	\$133.30
426-4F	Divisions/Groups Supervisor	\$133.30
426-4F	Strike Force/Teams Leader	\$133.30
426-4F	Single Resource Leader	\$133.30
426-4F	Military Support Liaison	\$133.30
PLANNING SECTION		
426-4F	Planning Section Chief	\$148.11
426-4F	Resource Unit Leader	\$133.30



SIN	Description	GSA Price Per Hour
426-4F	Status Recorder	\$133.30
426-4F	Situation Unit Leader	\$133.30
426-4F	Documentation Unit Leader	\$133.30
426-4F	Demobilization Unit Leader	\$133.30
426-4F	Environmental Unit Leader	\$133.30
426-4F	Documentation Clerk	\$133.30
426-4F	Field Observers	\$133.30
426-4F	Technical Specialists Leader	\$133.30
	LOGISTICS SECTION	
426-4F	Logistics Section Chief	\$148.11
426-4F	Service Branch Director	\$133.30
426-4F	Support Branch Director	\$133.30
426-4F	Communications Unit Leader	\$133.30
426-4F	Medical Unit Leader	\$133.30
426-4F	Food Unit Leader	\$133.30
426-4F	Supply Unit Leader	\$133.30
426-4F	Facilities Unit Leader	\$133.30
426-4F	Ground Support Unit Leader	\$133.30
426-4F	Ordering Manager	\$133.30
426-4F	Receiving & Distribution Manager	\$133.30
426-4F	Security Manager	\$133.30
426-4F	Camp Manager	\$133.30
426-4F	Base Manager	\$133.30
426-4F	Ground Support Unit Leader	\$133.30
426-4F	Vessel Support Unit Leader	\$133.30
426-4F	Equipment Manager	\$133.30
	FINANCE/ADMINISTRATION SECTION	
426-4F	Finance/Admin Section Chief	\$148.11
426-4F	Time Unit Leader	\$133.30
426-4F	Cost Unit Leader	\$133.30
426-4F	Procurement Unit Leader	\$133.30
426-4F	Personnel Time Recorder	\$133.30
426-4F	Resource Support Team Leader	\$133.30
426-4F	Energy Team Coordinator (Generator)	\$133.30
426-4F	Transportation Coordinator	\$133.30
426-4F	Public Works Coordinator (Pumps & Light Tower)	\$133.30
426-4F	Equipment Time Recorder	\$133.30



SIN	Product Description	GSA Price Hourly Rate
SCHEDULE J LSA PROJECT PERSONNEL SUPPORT:		
	LSA POD Personnel	
426-4F	Incident Management Team Leader	\$148.11
426-4F	Project/Operations Manager	\$133.30
426-4F	Project/Operations Task Leader	\$123.43
426-4F	Hazardous Material Technical Specialist	\$117.25
426-4F	Waste Management Specialist	\$117.25
426-4F	POD Team Leader	\$117.25
426-4F	Project Administrator	\$74.06
426-4F	Project Supervisor	\$133.30
426-4F	Warehouse Supervisor	\$117.25
426-4F	Project Field Clerk	\$49.37
426-4F	LSA, Warehouse and General Labor (Non Union)	\$59.24
426-4F	Resource Supervisor	\$117.25
426-4F	Resource Technician	\$117.25
426-4F	GIS Data Liaison	\$133.30
426-4F	Resource/Equipment Operator (Includes Forklift Operator (Non Union))	\$117.25
426-4F	Electrician	\$117.25
426-4F	Security	\$78.99
426-4F	Per Diem	CONUS
426-4F	Personal Airfare	

LSA PROJECT PERSONNEL SUPPORT NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.

Command Center is for customer personnel; Garner Project Personnel, required for Orbitrax Support and all IT/Cells. Orbitrax Support is required for all physical equipment to prevent equipment losses and customer chargebacks.

Hourly wages are for straight-time only; overtime and double-time will be applied if required.

Hourly wages will be assessed at no less than twelve (12) hours per day, per person - seven (7) days a week.

Federal Holidays are billed at the Double Time Rate.

All personnel will be paid IAW regional prevailing wages in accordance with Davis-Bacon and/or SCA where applicable.

Airfare is a factor of total personnel minus required personnel/service vehicles.

LSA Project Equipment does not include MOB/DEMOB.

Travel - Lodging and Per Diem will be charged at CONUS rate for any/all work more than 50 miles from employee's normally assigned Garner office.

Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.



SIN	LSA SUPPORT EQUIPMENT	GSA Price Weekly Rate
426-4F	Mobile Command Post w/ communications	\$12,342.57
426-4F	Response Vehicle (Per Vehicle)	\$1,123.17
426-4F	4-Wheelers (i.e., Rhino)	\$1,351.51
426-4F	LSA Orbitrax Trailer	\$9,874.06
426-4F	Orbitrax	\$108.12
426-4F	Orbitrax Per Messaging	\$0.27
426-4F	Orbitrax Report	\$108.12

LSA SUPPORT EQUIPMENT NOTES

Minimum One (1) Week Operation Phase Duration excluding Mob/Demob. 3 Days constitutes a week on equipment; 7 Days constitutes a week on personnel.
 Command Center is for customer personnel, Garner Project Personnel, required for Orbitrax Support and all IT/Cells. Orbitrax Support is required for all physical equipment to prevent equipment losses and customer chargebacks. Hourly wages are for straight-time only, overtime and double-time will be applied if required. Hourly wages will be assessed at no less than twelve (12) hours per day, per person - seven (7) days a week. Federal Holidays are billed at the Double Time Rate.
 All personnel will be paid IAW regional prevailing wages in accordance with Davis-Bacon and/or SCA where applicable.
 Airfare is a factor of total personnel minus required personnel/service vehicles.
 LSA Project Equipment does not include MOB/DEMOB.
 Travel - Lodging and Per Diem will be charged at CONUS rate for any/all work more than 50 miles from employee's normally assigned Garner office.
 Charges are due and payable in the amount invoiced. Invoicing typically occurs on a weekly basis.

ANSI/ISO DOCUMENT FOR FREIGHT CONTAINERS

1496-1	Series 1 Freight Containers - Specifications and Testing - Part 1: General Cargo Containers for General Purposes
1496-2	Series 1 Freight Containers - Specifications and Testing - Part 2: Thermal Containers
1496-3	Series 1 Freight Containers - Specifications and Testing - Part 3: Tank Containers for Liquids, Gases, and Pressurized Dry Bulk
1496-4	Series 1 Freight Containers - Specifications and Testing - Part 4: Non-Pressurized Container for Dry Bulk
1496-5	Series 1 Freight Containers - Specifications and Testing - Part 5: Platform and Platform Based Containers
1496-6	Series 1 Freight Containers - Specifications and Testing - Part 6: International Cargo - Security Devices
668	Series 1 Freight Containers - Classification and Dimensions, and Ratings
830	Freight Containers - Terminology
2308	Hooks for Lifting Containers up to 30 Tons Capacity - Basic Requirements
1161	Series 1 Freight Containers - Corner Fittings, Specifications
3874	Series 1 Freight Containers
6346	Series 1 Freight Containers - Coding, Identification, and Marketing
9897	Freight Containers - Container Equipment Data Exchange

AMENDMENT NO. 1

This Amendment to the Emergency Disaster Response Agreement in compliance with General Services Administration (GSA) Federal Supply Schedule 84, Emergency/Disaster Response, Contract Number GS-07F-0403X, the Robert T. Stafford Act 08/2016 Amended is entered into effective March 31, 2021, by and between CITY OF SIMONTON ("Company") and GARNER ENVIRONMENTAL SERVICES, INC. ("Contractor").

In order to be compliant with Code of Federal Regulations (CFR) §200, competitively bid contracts require an annual review of contractual terms and rate schedule.

The initial term of the Emergency Disaster Response Agreement between Company and Contractor commenced on March 9, 2019 and was effective through March 31, 2021. Thereafter, the Agreement renewed on a month-to-month basis for up to six months.

In order to ensure Company will be reimbursed by FEMA after services have been provided by Contractor in response to a disaster, the following amendments to the Emergency Disaster Response Agreement referenced above are agreed upon by both parties:

- The revised term of this agreement will be as follows: The initial term for this Agreement shall be for three (3) years with an annual review of contractual terms and rate schedule; thereafter, the Agreement may be renewed annually, up to two times, for additional (1) one-year terms, after review and a written confirmation by each Party stating they wish to extend the contract.
- Except as amended herein, the remaining terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS whereof, this Amendment is executed effective as of the date first written above.

CITY OF SIMONTON

GARNER ENVIRONMENTAL SERVICES, INC.

By: _____

By: _____

Printed: _____

Printed: John Temperilli

Title: _____

Title: President

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

**John Temperilli, President
Garner, Disaster Division
1717 W. 13th Street
Deer Park TX 77536**



New Bus
53
KSB Board
Apptmt

City of Simonton Application for City Boards and Commission

The City Council is accepting applications from Simonton residents interested in serving on City Boards and Committees. Applications can be dropped off at City Hall, Monday-Thursday or emailed to info@simontontexas.gov . Please check one of the following or if applying for more than one board, please use numbers to rank your preference.

EDC 4A Corporation _____ EDC 4B Corporation _____

Emergency Management Committee _____ Keep Simonton Beautiful

Other please explain: _____

PERSONAL INFORMATION

Name: Angela King

Home Address: 1026 Pony Lane City: Wallis Zip: 77485

Home Phone: _____ Cell: 713-480-4720 Email: Redacted

Do you live inside the City Limits of Simonton? Yes No _____

OCCUPATIONAL INFORMATION

Business Name: (if applicable) HEB

Address: 25675 Nelson Way City: Katy Zip: 77494

Phone: _____ Cell: _____ Email: _____

QUALIFICATIONS AND OPINIONS: (attach extra sheet of paper, if needed)

Briefly explain why you want to serve and if selected what contributions in experience, education and knowledge can you make as a member to one of these positions?

I have previously worked alongside current and past Board members over the last few years on various City related events. I thoroughly enjoy serving in my community and the City of Simonton as a whole. I would appreciate the opportunity to continue swerving in any capacity.

Does your schedule allow commitment to regular and consistent attendance at the meetings? Yes No _____

Office use only: Date received: _____
Notes: _____

STATEMENT OF INTENT: "If appointed, I agree to serve on the Board/ Committee for which I have applied.

I do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment as a reward to secure my appointment or confirmation, so help me God."

Signature [Signature] Date 04/10/2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS, AUTHORIZING AND APPROVING THE CITY OF SIMONTON ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS TO PARTIALLY FUND AN INFRASTRUCTURE IMPROVEMENT PROJECT THAT PROVIDES EXPANDED PUBLIC SAFETY FACILITIES AND ARE GENERALLY MUNICIPALLY OWNED IMPROVEMENTS; CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, The City of Simonton Economic Development Corporation (the "EDC A") is a Non-Profit Corporation incorporated under Article 5190.6, Section 4A, of the Development Corporation Act of 1979, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"); and

WHEREAS, The Board of Directors of EDC A had adopted as a specific project the expenditure of the estimated amount of _____ (\$ _____), found by the Board to be required to provide for public safety facility improvement and a generally municipally owned improvement; and

WHEREAS, Pursuant to the Act, the EDC A may not undertake such project without the approval of Simonton City Council; and

WHEREAS, the City Council finds and determines that such project promotes public safety and is in the best interests of the citizenry;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS:

SECTION 1. THAT the facts and matters set forth in the preamble to this Resolution are true and correct and are incorporated herein for all purposes.

SECTION 2. THAT the City Council hereby authorizes and approves the adoption by the Board of Directors of the City of Simonton Economic Development Corporation, a specific project for the City, an expenditure of the estimated amount of _____ (\$ _____) to expand the City of Simonton City Hall to provide improved public safety facilities.

SECTION 3. THAT the City Council hereby authorizes the expenditure of said funds no sooner than sixty (60) days from the date of first reading subject to receipt of a petition from more than 10 percent of the registered voters of the municipality per Chapter 505 of the Texas Local Government Code.

SECTION 4. THAT In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Simonton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts

PASSED and APPROVED on first reading this _____ day of _____, 2024.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 2024

FOR THE CITY:

LAURIE BOUDREAUX, MAYOR

ATTEST:

Janie Willman, Interim City Secretary