

CITY OF GROVES

Notice of Regular Meeting of the City Council

**City Council Chamber
May 6, 2024**

**Groves City Hall
Directly following the
Joint Public Hearing at 5:00 p.m.**

AGENDA

- I. Call Meeting to Order and Prayer.**
- II. Roll Call.**
- III. Welcome and Recognize Guests and News Media.**
- IV. Deliberate and act to approve the minutes of the April 22, 2024 City Council Meeting.**
- V. Reports/Citizen Comments:**
 - a) Hear and deliberate presentation of the 2023 Consumer Confidence Report.
- VI. Mayor:**
 - a) Deliberate and act on establishing a date for a joint public hearing with the Planning and Zoning Commission on a new application for a specific use permit for a game room at 5235 39th St.
 - b) Deliberate and act on approval of one-year extension option for FYE 2024 audit services by Wathen, DeShong & Juncker and authorize the City Manager to negotiate and execute all necessary documents.
- VII. City Manager:**
 - a) Invoices.
- VIII. Presentation of a Proclamation:**
 - a) Hear and deliberate on presentations of Groves Chamber of Commerce Mother of the Year for 2024 and Mayor's Proclamation declaring May 6, 2024 as "Hannah Jordan McDonald Day."
- IX. Councilmember Comments:**
- X. Adjourn.**

City of Groves
Agenda Item Information Form

Council Meeting Date: 5/6/2024 Department: City Manager Agenda Item No. 4

Title for Item (same as to be placed on Agenda): Approve the minutes of the April 22, 2024 City Council Meeting.

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

Submitted to City Manager's Office on: Date: 4/30/24 Time: 2:00 p.m. By: C. THIBODEAUX

Explanation of Item: _____

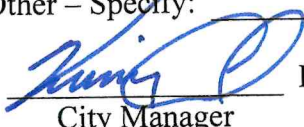
Deadline for Approval: Immediately.

Staff Recommendation: Approval of minutes, as presented.

Alternative (if any) for consideration: _____

Identify any attachments to this document: April 22, 2024 City Council Minutes.

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

Signed: _____ Date: _____ Approved:  Date: 04/30/24
Department Head City Manager

FUNDING (IF APPLICABLE)

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

PAYMENT REQUEST

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

ACTION TAKEN BY COUNCIL

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

A regular meeting of the Groves City Council was held April 22, 2024, in the Groves City Council Chamber with Mayor Chris Borne, Mayor Pro Tem Mark McAdams, Councilmember Rhonda Dugas, Councilmember Pete Konidis, and Councilmember Paul Oliver in attendance. Mayor Borne called the meeting to order and welcomed the attendees. Representatives from the local VFW 4820 then led the prayer and pledge of allegiance.

APPROVE THE MINUTES OF THE APRIL 8, 2024 CITY COUNCIL MEETING: Councilmember Pete Konidis moved to approve the minutes of the April 8, 2024 City Council Meeting as written and Councilmember Oliver seconded. Mayor Borne asked for discussion and there was none. Motion passed unanimously.

RECEIVE THE MINUTES OF THE APRIL 15, 2024 PLANNING AND ZONING MEETING: Mayor Borne stated that all of Council had received the minutes in their packets.

Mayor Borne asked for reports.

PRESENTATION OF FIREFIGHTER OF THE YEAR TO GROVES FIRE CHIEF LANCE BILLEAUD ON BEHALF OF VFW DEPARTMENT OF TEXAS STATE COMMANDER, LARRY SANDERS: Mr. Ken Lofton from the local VFW 4820 addressed Council and informed them that even though they are in Port Neches they provide support and veterans services to Bridge City, Port Neches, Port Arthur, Nederland, and Groves. Mr. Lofton then stated that this evening they would like to make a presentation to the Groves Fire Chief Lance Billeaud. Mr. Billeaud had received an award from the local VFW 4820 during their Veterans Day event but this award is from the State Department Headquarters. Mr. Lofton then presented Fire Chief Billeaud with Firefighter of the Year Award from the VFW State Commander, Larry Sanders. Mr. Billeaud thanked the VFW for the huge honor of being chosen as the VFW Firefighter of the Year for State of Texas. There were no further reports.

Mayor Borne asked for citizen comments. Chris Crain of 3810 Grant asked about the item on the agenda regarding the removal of Ms. Dugas a Ex Officio of the Planning and Zoning Commission. Mr. Crain stated that he is a commissioner on the Planning and Zoning Commission and also stated that Ms. Dugas has been an asset to them. There were no other citizen comments.

DELIBERATE AND ACT ON RATIFICATION OF MAYOR'S REMOVAL OF COUNCILMEMBER WARD 4 AS EX OFFICIO MEMBER OF THE PLANNING AND ZONING COMMISSION AND APPOINTMENT OF COUNCILMEMBER WARD 3 TO THE SAME POSITION: Mayor Borne made a motion to deliberate and act on

ratification of Mayor's removal of Councilmember Ward 4 as Ex Officio member of the Planning and Zoning Commission and appointment of Councilmember Ward 3 to the same position. Councilmember Pete Konidis seconded. Mayor Borne then asked for questions. Councilmember Oliver asked what initiated this to be put on the agenda and Mayor Borne stated that when the appointment was made no one else that was interested in the position and now he has another Councilmember that is interested. Mayor Borne also stated that he believes in delegating to different members of the Council. Councilmember Oliver then stated from his understanding there was an issue with bringing something forth to the City Attorney and because of her position on Planning and Zoning he thinks she was acting within her boundaries to do that. Mr. Oliver also stated that he doesn't feel that there is anything wrong with her bringing forth these issues that concern Planning and Zoning. Mr. Oliver then stated that he feels like she has done a great job and since she has been the Ex Officio, Council has received more information from the meetings. Mr. Oliver then asked if Council would reconsider this item. Councilmember Dugas stated that Chairman Rodney Pacetti asked her to be Ex Officio and she has served the Planning and Zoning for 3 years and 4 months. Mayor Borne stated that Ms. Dugas originally received the Ex Officio position because of him. Councilmember Oliver then asked if Council approves the Ex Officio and Mayor Borne stated they do and all of Council gets a vote. There were no further questions and the motion passed with Mayor Borne, Mayor Pro Tem McAdams, and Councilmember Konidis in favor of the motion. Councilmember Oliver and Councilmember Dugas voted against the motion.

DELIBERATE AND ACT ON A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE PROVIDER SELECTION FOR AMERICAN RESCUE PLAN ACT PROGRAMS: Mayor Pro Tem McAdams made a motion to deliberate and act on a resolution authorizing a professional service provider selection for American Rescue Plan Act Programs and Councilmember Konidis seconded. Finance Director Lamar Ozley addressed Council stating the City issued an RFP for a professional consultant to assist with the American Rescue Plan Act for the local fiscal recovery funds. The provider chosen will be managing the remaining balance that we have, which is approximately \$1.5 million, and will primarily focus on the wastewater system. The City sent out requests to 9 different firms plus one clearing house to solicit bids and received 2 valid bids back. Mr. Ozley also stated that Council authorized a committee to review the bids and make a recommendation to Council which is found in the summary findings in the memo. Mr. Ozley stated they are both very qualified firms but the main difference was the cost with David Waxman Inc's bid being at \$230,000.00 and GrantWorks Inc. being at \$ 45,000.00. The committee recommends that the bid be awarded to Grant Works Inc. and Michelle Bobo with

GrantWorks then addressed Council. Mrs. Bobo informed Council that Grant Works has over 45 years of experience in administering grant funds and also have a specialized team that deals with ARPA funds. Mrs. Bobo also stated that GrantWorks is focused on the City not having to pay back any money that they were awarded and also look to have the remaining funds that are left to be under contract by the end of the year. Councilmember Dugas asked Mrs. Bobo if GrantWorks would be up to date on all of the changes so the city doesn't get caught in a difficult situation and Mrs. Bobo stated the city would be assigned an ARPA project manager and any of the new issuances or regulations that come out will be sent to the City. Mayor Pro Tem McAdams amended his previous motion to include authorizing GrantWorks, Inc., as the service provider selection for the ARPA program and Councilmember Konidis seconded. There were no further question and the motion passed unanimously.

INVOICES: City Manager Kevin Carruth presented invoices for payment totaling \$93,813.20 as follows:

1. City of Port Arthur	Landfill sludge disposal March 2024	\$5,460.00
2. Fuelman	Gas and diesel for March 2024	\$17,960.17
3. Houston Poly Bag, LTD	Trash bags for Water Office	\$9,900.00
4. Lower Neches Valley Authority	Raw water purchased	\$28,147.68
5. Republic Services INC	Commercial dumpster collection for March 2024	\$9,920.29
6. Republic Services INC	Sludge disposal for March 2024	\$9,315.30
7. Smart's Truck & Trailer Equipment	2 Axle replacements for interstate trailer, 55-gallon drum of DEF, repairs to 2 garbage trucks	\$13,109.76

Councilmember Konidis made a motion to deliberate and act for the April 22, 2024, Invoice Approval List and Mayor Pro Tem McAdams seconded. Councilmember Konidis asked if the two axle replacements were an emergency replacement and

Public Works Director Troy Foxworth stated they were an emergency replacement. There were no further questions. Motion passed unanimously.

Mayor Borne asked for Councilmember comments and Councilmember Konidis stated he wasn't at the last meeting and wanted to welcome Mr. Boudoin to the City. Mayor Borne congratulated Chief Lance Billeaud again on his award for Firefighter of the year from VFW Department of Texas State Commander, Larry Sanders.

There was no further business and Mayor Borne adjourned the meeting at 5:27 p.m.

Mayor

ATTEST:

City Clerk

City of Groves
Agenda Item Information Form

Council Meeting Date: 5-6-2024 Department: Water Plant Agenda Item No. 5A

Title for Item (same as to be placed on Agenda): Hear and deliberate presentation of the 2023 Consumer Confidence Report.

Party(ies) requesting placement of this item on the agenda: Chris Cropper

Submitted to City Manager's Office on: Date: 4/30/2024 Time: 9:40 a.m. By: C. Cropper

Explanation of Item: Every public water system is required by the EPA and TCEQ to publish and make available to their customers a Consumer Confidence Report (CCR). The CCR, also known as an Annual Drinking Water Quality Report must be available by July 1. The CCR provides information about the quality of the water produced by the City so the consumers can make informed choices about the water they drink.

Deadline for Approval: Not an action item.

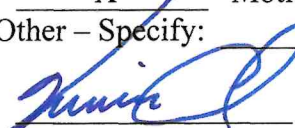
Staff Recommendation: May 6, 2024

Alternative (if any) for consideration: _____

Identify any attachments to this document: 8-page Consumer Confidence Report

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

Ordinance - Number _____ Resolution - Number _____ Other - Specify: _____

Signed: _____ Date: _____ Approved:  Date: 04/30/24
Department Head City Manager

FUNDING (IF APPLICABLE)

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

PAYMENT REQUEST

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

ACTION TAKEN BY COUNCIL

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

2023 Drinking Water Quality Report



CITY OF GROVES, TEXAS
PWS TX1230012

Our Drinking Water is Regulated

This report is a summary of the quality of water we provide our customers. The analysis was made using the data from the most recent U.S. Environmental Protection Agency (EPA) required tests. The tables below show only those contaminants that were detected in the water.

Where Do We Get Our Drinking Water?

The source of drinking water used by the City of Groves is surface water. The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water before treatment include: microbial contaminants such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems; radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities. The City of Groves gets its water from the Lower Neches Valley Authority Canal System.

All Drinking Water May Contain Contaminants

When drinking water meets federal standards there may not be any health-based benefits to purchasing bottled water or point-of-use devices. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

Secondary Contaminants

Many constituents (such as calcium, sodium, or iron) that are often found in drinking water can cause taste, color, and odor problems. The taste and odor constituents are called secondary constituents and are regulated by the State of Texas, not the EPA. These constituents are not causes for health concern. Therefore, secondary constituents are not required to be reported in this document, but they may greatly affect the appearance and taste of your water.

Source Water Assessment

The Texas Commission on Environmental Quality (TCEQ) completed an assessment of your source water and results indicate that some of your sources are susceptible to certain contaminants. The sampling requirements for your water system are based on this susceptibility and previous sample data. Any detection of these contaminants may be found in this Consumer Confidence Report. For more information on source water assessments and protection efforts at our system, contact David Molbert at (409) 960-5718 or visit <https://www.tceq.texas.gov/gis/swview> (left QR Code) or <http://dww2.tceq.texas.gov/DWWW/> (right QR Code).



City of Groves

Required Additional Health Information for Lead and Copper

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. This water supply is responsible for providing high-quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. For information on lead in drinking water, testing methods, and steps you can take to minimize exposure call the Safe Drinking Water Hotline (800-426-4791) or <http://www.epa.gov/safewater/lead>.



Special Notice – (Required for all community public water supplies)

You may be more vulnerable than the general population to certain microbial contaminants, like cryptosporidium, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer, those who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care provider. Additional guidelines on appropriate means to lessen the risk of infection by cryptosporidium are available from the Safe Drinking Water Hotline at (800-426-4791).

Water Loss Statement

In the water loss audit submitted to the Texas Water Development Board from January to December 2023, our system lost an estimated 52.0% of all gallons of water produced. In 2023 much of this water loss was due to water main breaks caused by the persistent drought that caused the ground to shift. If you have any questions about the water loss audit, please call (409) 960-5718.

En Español

Este reporte incluye información importante sobre el agua para tomar. Para asistencia en español, favor de llamar al teléfono (409) 960-5777.

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PUBLIC PARTICIPATION OPPORTUNITY

Date: May 6, 2024 Time:5:00pm Location: City Hall Council Chambers Phone: (409) 960-5718

Information About Your Drinking Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPAs Safe Drinking Water Hotline at (800) 426-4791.

Contaminants that may be present in source water include:

1. Inorganic contaminants, such as salts and metals, can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
2. Microbial contaminants, such as viruses and bacteria, may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
3. Organic chemical contaminants, including synthetic and volatile organic chemicals, are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
4. Pesticides and herbicides; may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
5. Radioactive contaminants can be naturally occurring or be the result of oil and gas production and mining activities.

To ensure that tap water is safe to drink, EPA prescribes regulations that limit the number of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Contaminants may be found in drinking water that may lead to taste, color, or odor problems. These types of problems are not necessarily causes for health concerns. For more information on the taste, odor, or color of drinking water, please contact the system's business office. You may be more vulnerable than the general population to certain microbial contaminants, such as *Cryptosporidium*, in drinking water. Infants, some elderly, or immunocompromised persons such as those undergoing chemotherapy for cancer; persons who have undergone organ transplants; those who are undergoing treatment with steroids; and people with HIV/AIDS or other immune system disorders, can be particularly at risk from infections. You should seek advice about drinking water from your physician or health care providers. Additional guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* are available from the Safe Drinking Water Hotline (800-426-4791).

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (800-426-4791) or at <http://www.epa.gov/safewater/lead>.



Information about Source Water - TCEQ completed an assessment of your source water, and results indicate that some of our sources are susceptible to certain contaminants. The sampling requirements for your water system are based on this susceptibility and previous sample data. Any detections of these contaminants will be found in this Consumer Confidence Report. For more information on source water assessments and protection efforts at our system contact David Molbert (409) 960-5718.

2023 Water Quality Test Results

Lead and Copper	Date Sampled	MCLG	Action Level (AL)	90th Percentile	# Sites Over AL	Units	Violation	Likely Source of Contamination
Copper	2023	1.3	1.3	0.051	0	ppm	N	Erosion of natural deposits; Leaching from wood preservatives; Corrosion of household plumbing systems.
Lead	2023	0	15	2.1	0	ppb	N	Corrosion of household plumbing systems; Erosion of natural deposits.

Disinfection By-Products	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
Haloacetic Acids (HAA5)	2023	36	16.8 - 49.4	No goal for the total	60	ppb	N	By-product of drinking water disinfection.

*The value in the Highest Level or Average Detected column is the highest average of all HAA5 sample results collected at a location over a year.

Total Trihalomethanes (TTHM)	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
	2023	57	32.4 - 65.3	No goal for the total	80	ppb	N	By-product of drinking water disinfection.

*The value in the Highest Level or Average Detected column is the highest average of all HAA5 sample results collected at a location over a year.

Inorganic Contaminants	Collection Date	Highest Level Detected	Range of Individual Samples	MCLG	MCL	Units	Violation	Likely Source of Contamination
Asbestos	04/29/2021	0.7881	0.7881 - 0.7881	7	7	MFL	N	Decay of asbestos cement water mains; Erosion of natural deposits.
Barium	2023	0.0442	0.0442 - 0.0442	2	2	ppm	N	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
Cyanide	2023	120	120 - 120	200	200	ppb	N	Discharge from plastic and fertilizer factories; Discharge from steel/metal factories.
Nitrate (measured as Nitrogen)	2023	0.12	0.12 - 0.12	10	10	ppm	N	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

City of Groves

Disinfectant Residual

Disinfectant Residual	Year	Average Level	Range of Levels Detected	MRDL	MRDLG	Unit of Measure	Violation	Source in Drinking Water
Chloramine	2023	3.37	3.32 - 3.45	4	4	ppm	N	Water additive used to control microbes.

Turbidity

Turbidity	Level Detected	Limit (Treatment Technique)	Violation	Likely Source of Contamination
Highest single measurement	0.6 NTU	1 NTU	N	Soil runoff.
Lowest monthly % meeting limit	100%	0.3 NTU	N	Soil runoff.

Information Statement

Turbidity is a measurement of the cloudiness of the water caused by suspended particles. We monitor it because it is a good indicator of water quality and the effectiveness of our filtration system and disinfectants.

Total Organic Carbon

The percentage of Total Organic Carbon (TOC) removal was measured each month, and the system met all TOC removal requirements set, unless a TOC violation is noted in the violations section.

Violations
NONE

Definitions and Abbreviations

Definitions and Abbreviations	The following tables contain scientific terms and measures, some of which may require explanation.
Action Level	The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
Avg	Regulatory compliance with some MCLs are based on running annual average of monthly samples.
Level 1 Assessment	A Level 1 assessment is a study of the water system to identify potential problems and determine (if possible) why total coliform bacteria have been found in our water system.
Level 2 Assessment	A Level 2 assessment is a very detailed study of the water system to identify potential problems and determine (if possible) why an E. coli MCL violation has occurred and/or why total coliform bacteria have been found in our water system on multiple occasions.
Maximum Contaminant Level or MCL	The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
Maximum Contaminant Level Goal or MCLG	The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
Maximum Residual Disinfectant Level or MRDL	The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
Maximum Residual Disinfectant Level goal or MRDLG	The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
MFL	million fibers per liter (a measure of asbestos)
mrem	millirems per year (a measure of radiation absorbed by the body)
na	not applicable
NTU	nephelometric turbidity units (a measure of turbidity)
pCi/L	picocuries per liter (a measure of radioactivity)

Definitions and Abbreviations (Cont.)

ppb	micrograms per liter or parts per billion
ppm	milligrams per liter or parts per million
ppq	parts per quadrillion, or picograms per liter (pg/L)
ppt	parts per trillion, or nanograms per liter (ng/L)
Treatment Technique or TT	A required process intended to reduce the level of a contaminant in drinking water.

Questions? Please Contact:

David Molbert, Chief Water Plant Operator

3947 Lincoln Avenue

Groves, Texas 77619

Telephone: (409) 960-5718



City of Groves
Agenda Item Information Form

Council Meeting Date: 5/6/2024 Department: City Manager Agenda Item No. 6A

Title for Item (same as to be placed on Agenda): Deliberate and act on establishing a date for a joint public Hearing with the Planning and Zoning Commission on a new application for a specific use permit for a game room at 5235 39th St.

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

Submitted to City Manager's Office on: Date: 4/30/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: The Planning and Zoning Commission is requesting a joint public hearing with Council to discuss a new application for a specific use permit for a game room at 5235 39th St.

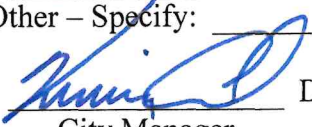
Deadline for Approval: Immediately

Staff Recommendation: Staff is recommending the date of June 3, 2024 immediately following the regularly scheduled City Council Meeting. This will give staff enough time for publishing in the newspaper.

Alternative (if any) for consideration: _____

Identify any attachments to this document: _____

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

Signed: _____ Date: _____ Approved:  Date: 04/30/24
Department Head City Manager

FUNDING (IF APPLICABLE)

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

PAYMENT REQUEST

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

ACTION TAKEN BY COUNCIL

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

City of Groves
Agenda Item Information Form

Council Meeting Date: 5/6/24 Department: Finance Agenda Item No. 6B

Title for Item (same as to be placed on Agenda): Deliberate and act on approval of one-year extension option for FYE 2024 audit services by Wathen, DeShong & Juncker and authorize the City Manager to negotiate and execute all necessary documents.

Party(ies) requesting placement of this item on the agenda: Lamar A. Ozley, Finance Director

Submitted to City Manager's Office on: Date: 4/30/24 Time: 12:00 p.m. By: L. Ozley

Explanation of Item: Council awarded the auditing services bid to Wathen, DeShong & Juncker during the meeting held on 8/3/20. The contract was for 3 years, with two 1-year options. The City Auditor has fulfilled the initial 3-year term and the first option year, and submitted this contract for the second and final optional year.

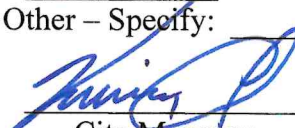
Deadline for Approval: _____

Staff Recommendation: Approve contract with Wathen, DeShong & Juncker for audit services the FYE 2024 audit

Alternative (if any) for consideration: Issue R.F.P. for new City Auditor

Identify any attachments to this document: Contract

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

Signed: _____ Date: _____ Approved:  Date: 04/30/24
Department Head City Manager

FUNDING (IF APPLICABLE)

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

PAYMENT REQUEST

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

ACTION TAKEN BY COUNCIL

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

J. Pat O'Neill, III, CPA
Michael W. Kiefer, CPA
Troy W. Domingue, CPA
Allen W. Fehnel, CPA



Stanley (Chip) Majors, Jr., CPA, CITP, CGMA
Jane P. Burns, CPA, CDFA
Jeremy R. Triska, CPA
Chris W. Busch, CPA

May 1, 2024

To the Honorable Mayor and
Members of the City Council
City of Groves
Groves, Texas

The Objective and Scope of the Audit of the Financial Statements

You have requested that we ("WDJ") audit City of Groves' (the "City") governmental activities, business-type activities, blended component unit, each major fund and aggregate remaining fund information as of and for the year ending September 30, 2024, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("Engagement Letter").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

You have also requested that WDJ perform the audit of the City as of September 30, 2024 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

Governmental Funds – Including, but not limited to the General Fund, Debt Service Fund and other Nonmajor Governmental Funds.

Business-Type Funds – Water & Sewer Fund and the Solid Waste Fund.

The component unit whose financial statements you have told us are to be included as part of the City's basic financial statements are listed here:

The Groves Economic Development Corporation

The federal financial assistance programs and awards that you have told us that City of Groves participates in and that are to be included as part of the single audit are listed here:

To be determined prior to audit fieldwork by management.

Our report(s) on internal control over financial reporting and over compliance for major programs will include any significant deficiencies and material weaknesses in internal control over financial reporting and over compliance for major programs of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control over financial reporting and over compliance for major programs consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The City Council is responsible for informing us of its views about the risks of fraud within the City, and its knowledge of any fraud or suspected fraud affecting the City.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Lamar Ozley, Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting Services

In connection with our audit, you have requested us to perform the following accounting services:

1. Assistance drafting the financial statements including, but not limited to, assistance in the preparation of exhibits, footnotes, schedules and assistance in preparing the government wide conversion entries.

Lamar Ozley, Director of Finance, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Fees and Costs

Our fees for the audit services described above will not exceed \$31,150 (without single audit) \$36,500 (with single audit) and are based upon the value of the services performed and the time required by the individuals assigned to the engagement. ***Our fee and completion of our work is based upon the following criteria:***

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement
6. ***Internal auditor and finance director will assist with the year-end closing of the City's books and preparation of workpapers for the audit.***

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Use of Third-Party Products

We may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent WDJ gives the City access to a Third-Party Product in connection with the services contemplated herein, the City agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the City shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product. The City agrees to indemnify and hold WDJ harmless from and against any claims, actions, lawsuits, proceedings, judgments, liens, losses, damages, costs, expenses, fees (including reasonable legal fees, expenses, and costs) and other liabilities relating to, or arising from or out of, the improper use of a Third-Party Product, or a violation of the terms of the applicable EULA for such Third-Party Product, by the City, or any user to whom the City grants access to such Third-Party Product.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of WDJ. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of WDJ's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by WDJ for the City under this Engagement Letter, or any documents belonging to the City or furnished to WDJ by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable WDJ policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in WDJ's form. WDJ reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because WDJ will rely on the City and its management and the City Council to discharge the foregoing responsibilities, the City agrees to indemnify, hold harmless and release WDJ and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management.

THE CITY AND WDJ AGREE THAT NO CLAIM ARISING OUT, FROM, OR RELATING TO THE SERVICES RENDERED PURSUANT TO THIS ENGAGEMENT LETTER SHALL BE FILED MORE THAN TWO YEARS AFTER THE DATE OF THE AUDIT REPORT ISSUED BY WDJ OR THE DATE OF THIS ENGAGEMENT LETTER IF NO REPORT HAS BEEN ISSUED. IN NO EVENT SHALL WDJ OR THE CITY, OR ANY OF THEIR RESPECTIVE PARTNERS, PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE "COVERED PARTIES" AND EACH INDIVIDUALLY, A "COVERED PARTY"), BE LIABLE FOR THE INTERRUPTION OR LOSS OF BUSINESS, ANY LOST PROFITS, SAVINGS, REVENUE, GOODWILL, SOFTWARE, HARDWARE, OR DATA, OR THE LOSS OF USE THEREOF (REGARDLESS OF WHETHER SUCH LOSSES ARE DEEMED DIRECT DAMAGES), OR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR SIMILAR SUCH DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF, FROM, OR RELATING TO THIS ENGAGEMENT LETTER, OR THE REPORT ISSUED OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CIRCUMSTANCES OR NATURE OR TYPE OF CLAIM, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM A COVERED PARTY'S NEGLIGENCE OR BREACH OF CONTRACT OR WARRANTY, OR RELATING TO OR ARISING FROM A GOVERNMENT, REGULATORY OR ENFORCEMENT ACTION, INVESTIGATION, PROCEEDING, OR FINE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE CITY TO WDJ UNDER THIS ENGAGEMENT LETTER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS LIMITATION OF LIABILITY PROVISION SHALL, OR SHALL BE INTERPRETED OR CONSTRUED TO, RELIEVE THE CITY OF ITS PAYMENT OBLIGATIONS TO WDJ UNDER THIS ENGAGEMENT LETTER.

Confidentiality

WDJ and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, WDJ and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents,

and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, WDJ is permitted to disclose the City's Confidential Information to WDJ's personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Notwithstanding anything stated to the contrary in this Engagement Letter, the City consents to WDJ: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the City, or otherwise obtained by WDJ, in connection with the services provided under this Engagement Letter, to provide the City with professional services under any other professional services agreement the City enters into or has entered into with WDJ; and (ii) using any information or data provided by or on behalf of the City, or otherwise obtained by WDJ, in connection with professional services provided by WDJ under another professional service agreement WDJ has entered into with the City, including confidential, personal, or other protected information, to provide the services under this Engagement Letter to the City.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We are permitted to use all Personal Information to perform our obligations and exercise our rights under this Engagement Letter. The parties agree that as part of the performance of the services as described in this Engagement Letter, and as part of the direct business relationship between the parties, we may use the Personal Information to improve and develop services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

You may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of WDJ, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

We may terminate this Engagement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Entire Agreement

This Engagement Letter constitutes the complete and exclusive statement of agreement between WDJ and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

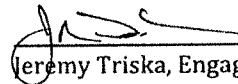
Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

AGREED TO AND ACKNOWLEDGED BY:

Wathen, DeShong & Juncker, L.L.P.
WATHEN, DeSHONG & JUNCKER, L.L.P.
Certified Public Accountants



Jeremy Triska, Engagement Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Groves.

By: _____

Title: _____

Date: _____

City of Groves
Agenda Item Information Form

Council Meeting Date: 5/6/2024 Department: City Manager Agenda Item No. 7A

Title for Item (same as to be placed on Agenda): Deliberate and act on the May 6, 2024 Invoice List.

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

Submitted to City Manager's Office on: Date: 5/1/24 Time: 11:30 a.m. By: C. THIBODEAUX

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

Deadline for Approval: Immediately

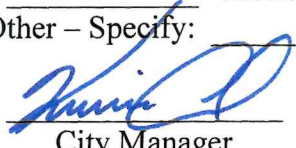
Staff Recommendation: Approval of the list, as presented.

Alternative (if any) for consideration: _____

Identify any attachments to this document: Invoice approval list.

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

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

Signed: _____ Date: _____ Approved:  Date: 04/30/24
Department Head City Manager

FUNDING (IF APPLICABLE)

Are sufficient funds specifically designated and currently available for this purpose? YES _____ NO

If yes, specify account no. _____ If no, explain and identify intended funding source: _____

PAYMENT REQUEST

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

ACTION TAKEN BY COUNCIL

APPROVED: NOT APPROVED: Any follow-up action required? YES NO

If yes, explain _____

Invoice Approval List - May 6, 2024

Vendor	Description	Amount
1. Chameleon Industries INC	Polymer for Water Plant	\$ 33,125.05
2. City of Beaumont - Central Collections	Regional radio maintenance	\$ 19,674.91
3. Newgen Strategies & Solutions	Utility rate consultant services	\$ 8,097.50
4. PVS DX, INC	CL2 and SO2 for Waste Water Plant	\$ 12,861.60
5. Wathen, DeShong & Juncker, L.L.P.	3rd payment for City Auditor	\$ 9,650.00
Total		\$ 83,409.06

KC
05/01/24

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

City of Groves

PURCHASE ORDER # 09-37038

04/11/2024

ISSUED TO: VEND #: 01-23421
CHAMELEON INDUSTRIES INC
P.O. BOX 758027

MESQUITE, TX 75185-3027

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	POLYMER CI4727 POLYMER CI4727	11 -5-63-02-120	33,125.05	33,125.05

PAID
APR 26 2024
FINANCE

*** TOTAL *** 33,125.05

ORDERED BY: DAVID MOLBERT

APPROVED BY: TROY W. FOXWORTH

Chameleon Industries Inc
PO Box 853027
Mesquite, TX 75185-3027
(956) 744-5786
adriana@chameleonindustriesinc.com

P/KT
32829
PO#
09-37038



INVOICE

BILL TO
City of Groves TX

SHIP TO
Groves WTP
5020 Wilson Rd
Groves, TX

INVOICE # 1243476
DATE 04/16/2024
DUE DATE 05/16/2024
TERMS Net 30

SHIP DATE 04/16/2024	SHIP VIA Chameleon	CUSTOMER PO# 09-37038	TRUCK WT 44020
--------------------------------	------------------------------	---------------------------------	--------------------------

ACTIVITY	QTY	RATE	AMOUNT
CI4727 Liquid Cationic Polymer - per pound	44,020	0.7525	33,125.05

Bill of Lading is attached.

BALANCE DUE

\$33,125.05

PAID
APR 26 2024
FINANCE



Chameleon Industries, Inc.
Straight Bill of Lading – Short Form
 Original – Non Negotiable

Customer Copy

Shipper: Chameleon Industries, Inc. 3004 Texas 31 East Corsicana, Texas 75109 972-880-1493	Bill of Lading Number: 1243476
	Truck Number: 323571 (RT)
	Trailer Number: T-23
	Ship Date: 04-16-2024

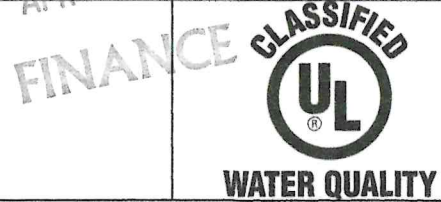
BILL TO: City of Groves Groves, TX	SHIP TO: Groves WTP 5020 Wilson St Groves, TX 77619 409-690-5718 Troy 409-540-8771		
PO Number 09-37038	Terms Net 30	Ship Via Chameleon	F.O.B. Groves

Number of Packages	HAZMAT	Shipping Description	Weight	
			Gross:	Net:
1 TL	<input type="checkbox"/>	Cationic Polymer CI4727	Gross:	72400
			Tare:	28380
			Net:	44020

Certificate of Analysis

Analysis Date 04-16-2024 Product CI4727 Batch Number 240416cxx Seal Numbers 44570133	Analysis	Specification	Result
	Aluminum as Al ₂ O ₃		
	pH		3.6
	Specific Gravity		1.185

PAID
 APR 26 2024



Notes: Underwriter's Laboratories, Inc., Classified ANSI/NSF 60 5YA9 Certified Maximum Dose for Drinking Water Treatment Additives 50 mg/l	
The property described above is received in apparent good order, except as noted below:	RECEIVED BY: <div style="background-color: black; color: white; padding: 5px; text-align: center;">Customer Copy</div>
This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulation of the Department of Transportation.	
CARRIER: Chameleon	AGENT: <div style="background-color: black; color: white; padding: 2px;">Customer Copy</div>
PER: Roy Thomas	PER: <div style="background-color: black; color: white; padding: 2px;">Customer Copy</div>
EMERGENCY RESPONSE NUMBER: CHEMTREC 1-800-424-9300	

PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-37047

04/11/2024

ISSUED TO: VEND #: 01-23455
CITY OF BEAUMONT-CENTRAL COLLECTIONS
P.O. BOX 3827/801 MAIN ST RM 1
BEAUMONT, TX 77704

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1.00	RADIO SYSTEM 2023-24 CUSTOMER #166631/916469 DATE 1/19/2024 RADIO SYSTEM 2023-2024 \$19,674.91	01 -5-31-04-201	REGIONAL RADIO MAINT 19,674.91	19,674.91

PAID
APR 26 2024
FINANCE

RECEIVED
APR 23 2024
FINANCE

*** TOTAL *** 19,674.91

ORDERED BY: CLARISBEL LOPEZ
APPROVED BY: CHRISTOPHER G. ROBIN

BEAUMONT

TEXAS

Invoice

Customer No: 166631/916469

Type: PD

To: CITY OF GROVES
PO BOX 846
GROVES, TX 77619

Date: 01/19/24
Due Date: 02/05/24
Invoice No: 108704

Quantity	Description	Unit Price	Extended Price
1.00	RADIO SYSTEM 2023-2024	19,674.91	19,674.91

Payment by check may result in a one time
electronic funds transfer.

5-31-04-201

PAID
APR 26 2024
FINANCE

RECEIVED
JAN 23 2024
FINANCE

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

City of Groves

PURCHASE ORDER # 09-37102

04/23/2024

ISSUED TO: VEND #: 01-23777
NEWGEN STRATEGIES & SOLUTIONS
275 W CAMPBELL ROAD
SUITE 440
RICHARDSON, TX 75080

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	UTILITY RATE CONSULTANT UTILITY RATE CONSULTANT	11 -5-66-06-270	CONTRACT SERVICES	8,097.50

RECEIVED
APR 23 2024
FINANCE

*** TOTAL *** 8,097.50

ORDERED BY: LAMAR OZLEY

APPROVED BY: LAMAR OZLEY

City of Groves
3947 Lincoln Avenue
Groves, TX 77619

Invoice

Invoice number: 18688
Invoice Date: 04/16/2024
Billing Through: 04/15/2024
Project Manager: Matthew Garrett

Project: GROVES WATER & WASTEWATER RATE STUDY

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Current Billed
Professional Services	\$37,500.00	22%	\$152.50	\$8,097.50
Total	\$37,500.00	22%	\$152.50	\$8,097.50

Invoice total \$8,097.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18471	03/18/2024	152.50		152.50			
18688	04/16/2024	8,097.50	8,097.50				
	Total	\$8,250.00	\$8,097.50	\$152.50	\$0.00	\$0.00	\$0.00

PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: April 25, 2024
 TO: Kevin Carruth

P.O. NUMBER: 09-36924
 FROM: Coby Doucet

Purchase Recommendation				
Recommended Company: PVS DX,INC(32730)				
Items to be Purchased: CL2 AND SO2				
CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-64-02-140	CL2	4	\$1,710.00	\$6,840.00
11-5-64-02-140	SO2	4	\$1,500.00	\$6,000.00
11-5-64-02-140	SUPER FUND TAX	1	\$21.60	\$21.60
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<i>* Note: Purchases greater than \$5000.00 Require Council approval before ordering!</i>				\$12,861.60

REASONS FOR PURCHASE:

CL2 AND SO2 FOR DISINFECTION AND DECHLORINATION OF TREATED WASTEWATER.

QUOTES		RECEIVED
#	COMPANY NAME	COST
1.		APR 26 2024
2.		FINANCE
3.		\$
4.		\$
5.		\$

Approved by: *Allen Boreckon*
(PW Director)

Date: 4/26/24

Approved by: _____
(City Manager)

Date: _____

Date Council Approved _____

CUSTOMER

REMIT TO	PVS DX, INC PO BOX 674938 DALLAS, TX 75267-4938		DIRECT INQUIRIES TO: PVS DX, INC 1919 JACINTOPOORT BLVD. HOUSTON, TX 77015 281-457-4848		INVOICE NUMBER MUST APPEAR ON YOUR REMITTANCE	
					Invoice No 057005641-24	
Customer No. 05066400	Date ordered 3/22/2024	Salesperson Cobarrubias, Alex	Bill of Lading No. 7005-24-007638-1	Invoice and Ship Date 3/27/2024		
Ordered By JAMIE @ 409-960-6526		Customer P.O. No. 09-36924	Terms Net 30	Ship To 05066405		
S O L D T O	CITY OF GROVES 3947 LINCOLN AVENUE GROVES, TX 77619		S H I P T O	CITY OF GROVES-WWTP NEW WASTEWATER PLANT 1222 TAFT AVENUE EXTENSION GROVES, TX 77640		
F.O.B. TERMS FOB DESTINATION		TERMS OF DELIVERY PREPAID & ABSORBED		CARRIER OUR TRUCK		
Qty shipped	Description	Quantity	Units	Unit Price	Amount	
4	CHLORINE, 2000# CONT	8,000	lb	0.8550	6,840.00	
	SUPERFUND EXCISE TAX				21.60	
4	SULFUR DIOXIDE, 2000# CONT	8,000	lb	0.7500	6,000.00	
				FUEL SURCHARGE	0.00	
				FREIGHT	0.00	
				TAX	0.00	
				SUBTOTAL	12,861.60	
Returnable Container Deposit Charges						
Less Deposit Charges on Containers Returned						
	4 CHLORINE, 2000# EMPTY CONT				0.00	
	4 SULFUR DIOXIDE, 2000# EMPTY CONT				0.00	
Where allowable by law, credit card payments will be subject to 3.00% surcharge resulting in a new invoice total of \$13,247.45						
PLEASE PAY THIS AMOUNT PLEASE INCLUDE INVOICE NUMBER ON CHECK						\$12,861.60

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

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

City of Groves

PURCHASE ORDER # 09-37103

04/23/2024

ISSUED TO: VEND #: 01-23403
 WATHEN, DESHONG & JUNCKER, L.L.P.
 4140 GLADYS AVE SUITE 101
 BEAUMONT, TX 77706-3648

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

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	CITY AUDITOR FYE 23 AUDIT CITY AUDITOR FYE 23 AUDIT 3RD PAYMENT	01 -5-05-06-020	CITY AUDITOR	9,650.00

RECEIVED
APR 23 2024
FINANCE

*** TOTAL *** 9,650.00

ORDERED BY: LAMAR OZLEY

APPROVED BY: LAMAR OZLEY

Wathen, DeShong & Juncker, L.L.P.

4140 Gladys Avenue, Suite 101
Beaumont, TX 77706-3648
(409) 838-1605 www.wdjcpa.com

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

Client ID: 10750
Invoice #: 75992
March 28, 2024

For Professional Services Rendered:

Final billing for the performance of the financial statement audit for the year ended September 30, 2023. 9,650.00

Billed Time & Expenses	\$9,650.00
Invoice Total	\$9,650.00
Beginning Balance	\$25,000.00
Invoices	9,650.00
Receipts	(15,000.00)
Adjustments	0.00
Amount Due	\$19,650.00

RECEIVED

APR 04 2024

FINANCE

<u>03/28/2024</u>	<u>02/29/2024</u>	<u>01/31/2024</u>	<u>12/31/2023</u>	<u>11/30/2023+</u>	<u>Total</u>
9,650.00	10,000.00	0.00	0.00	0.00	\$19,650.00

For payments using ACH electronic funds transfer or credit card, please see our website: <http://wdjcpa.com/payments/>

If paying with check, please return this portion with payment. Please make checks payable to Wathen, DeShong & Juncker, L.L.P.

Client ID: 10750
City of Groves

Invoice: 75992
Date: 03/28/2024
Amount Due: \$19,650.00
Amount Enclosed: \$ _____

City of Groves
Agenda Item Information Form

Council Meeting Date: 5/6/2024 Department: City Manager Agenda Item No. 8A

Title for Item (same as to be placed on Agenda): Hear and deliberate on presentations of Groves Chamber of Commerce Mother of the Year for 2024 and Mayor's Proclamation declaring May 6, 2024 as "Hannah Jordan McDonald Day."

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

Submitted to City Manager's Office on: Date: 4/23/24 Time: 11:30 a.m. By: C. THIBODEAUX

Explanation of Item: The Groves Chamber of Commerce has selected Hannah the Mother of the Year and the Mayor has proclaimed May 6, 2024 as "Hannah Jordon McDonald Day." Both will be presented to Ms. McDonald at the Council Meeting.

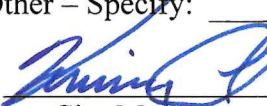
Deadline for Approval: Not an action item.

Staff Recommendation: N/A

Alternative (if any) for consideration: _____

Identify any attachments to this document: Sample Proclamation

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

Signed: _____ Date: _____ Approved:  Date: 04/30/24
Department Head City Manager

FUNDING (IF APPLICABLE)

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

PAYMENT REQUEST

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

ACTION TAKEN BY COUNCIL

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

Office of the Mayor

PROCLAMATION

I, Chris Borne, by virtue of the authority vested in me as Mayor of the City of Groves, Texas, do hereby proclaim May 6, 2024 as

“Hannah Jordan McDonald Day.”

in the City of Groves, Texas, and urge each and every citizen of our City to recognize and honor Hannah Jordan McDonald as the 2024 “Mother of the Year” in the community of Groves as brought forth by the Groves Chamber of Commerce & Tourist Center.

In testimony whereof, witness my hand and the Seal of the City of Groves this 6th day of May, 2024.

Chris Borne, Mayor

Clarissa Thibodeaux, City Clerk