NOTICE OF CITY COUNCIL SPECIAL MEETING AGENDA CITY OF AMES, TEXAS MARCH 24, 2025

Notice is hereby given of a **Special Meeting** of the City Council of the City of Ames to be held on **Monday, March 24, 2025,** at **6:00 o'clock P.M.** in the council chambers of the city hall, 304 Martin Drive, for the purpose of considering the following agenda of items. All agenda items are subject to action. The city council reserves the right to meet in a CLOSED SESSION on any agenda item should the need arise and if applicable pursuant to authorization by **Title 5 Chapter 551** of the Texas **Government Code.**

A. ROLL CALL

Council Member	Present	Absent	Late
Mayor Barbara Domain			
Council Member Michael Trahan #1			
Council Member Elizabeth Hardy #2			
Council Member Eddie White #3			
Council Member Alfred Freeman, Jr. #4			
Council Member Audrey Harrison #5			

- **B. INVOCATION**
- C. PLEDGE OF ALLEGIANCE
- D. CITIZEN APPEARANCE

REGULAR AGENDA ITEMS:

- 1. <u>CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE PROCUREMENT POLICIES AND PROCEDURES FOR GRANT-FUNDED PROJECTS.</u>
- 2. <u>CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE FINANCIAL POLICIES AND PROCEDURES FOR GRANT-FUNDED PROJECTS.</u>
- 3. <u>CONSIDER AND TAKE POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2025-010 AUTHORIZING THE SUBMITTAL OF APPLICATIONS FOR THE TEXAS GENERAL LAND OFFICE'S DISASTER RECOVERY REALLOCATION PROGRAM AND COMMITTING MATCHING FUNDS.</u>
- 4. CONSIDER AND TAKE APPROPRIATE ACTION ON RESOLUTION NO. 2025-011 APPROVING THE 2025 ELECTION SERVICES CONTRACT BETWEEN THE CITY OF AMES AND THE LIBERTY COUNTY ELECTIONS OFFICER FOR THE MAY 3, 2025, ELECTION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.
- 5. MAYOR'S REPORT
- 6. ADJOURNMENT

ADA COMPLIANCE

In compliance with the Americans with Disabilities Act, the City of Ames will provide for reasonable accommodation for person attending city council meeting. To better satisfy your request should be made 24 hours prior to the meeting. Please contact Wellona Godfrey at (936) 336-7278, via Fax (936) 336-8856 or email: secretary@cityofamestexas.com during normal business hours.

CERTIFICATION

Wellona Godfrey, City Secretary

CITY OF AMES, TEXAS PROCUREMENT POLICY APPLICABLE TO ALL PROCUREMENTS MADE WITH FEDERAL FUNDS

PREAMBLE

All procurements made by the CITY involving the expenditure of Federal funds must be conducted in accordance with the procedures set forth in this Policy. This Policy is in accord with all applicable Federal, State, and local government statutes and regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. 200.317 to 200.327.

It is the policy of the CITY to conduct all procurements in the highest ethical manner, and in accordance with all applicable laws and regulations. To the extent required by law and regulation, and the maximum extent practical, CITY will conduct all procurement transactions in a manner providing full and open competition, consistent with the standards set forth 2 C.F.R. 5 200.319.

Subject to specified cost thresholds and documented delegation of authority, all procurements will be reviewed by Mayor to ensure compliance with this Policy.

I. SOLICITATIONS

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by CITY Staff (with, as applicable, the support of a selection committee) of the needs of CITY and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following Federal requirements as well as contracting best practices.

A. Clear Description

The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. This description should include a written statement of work. 2 200.319(c)(1).

B. Nonrestrictive Specification

The description of the technical requirements must not contain features that unduly restrict competition. 2C.F.R.§ 200.3

C. Qualitative Requirements

The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. 2 C.F.R. S 200.319 (c) (1). Product specifications should be limited to essential specifications only.

a. Brand Name or Equal

When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, "brand name or equal" descriptions may be used to define the performance or other salient

requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated. The need for a "brand name or equal" specification should be documented.

b. Preference for Performance Specifications

Product or service specifications based on performance, rather than designed specifications, are preferred. A performance specification describes an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe what the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on how to accomplish the tasks.

D. Requirements

The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. 5200.319 (c) (2). All solicitations for competitive proposals must notify offerors that the CITY reserves the right to award to other than the lowest-priced offeror. Generally, CITY will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

E. Type of Federal Funding

The solicitation must acknowledge the source of the Federal funding for the contract, in compliance with the terms of its financial assistance award.

- a. The solicitation should inform prospective contractors that they will need to comply with all applicable Federal Laws, regulations, Executive Orders and requirements affecting the procurement. As appropriate, specific flow-down requirements may be included in the solicitation itself, in any resulting contract, or incorporated by reference.
- F. Contract Type The solicitation should state the type of contract that will be awarded. a. Fixed Price

A fixed price contract provides for a firm price that remains irrespective of the contractor's actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.

b. Cost Reimbursement

Cost-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, actual, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without CITY's prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost reimbursement contracts, such as cost-plus- fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee, Because CITY incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.

c. Time and Materials Contracts

A time and materials type contract is a contract whose cost to the CITY is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. 2C.F.R. § 200.318(j)(1)(i) and (ii)i This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

d. Cost Plus Percentage of Cost

The use of cost-plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

G. Prohibitions

Certain provisions that unduly restrict competition are prohibited. 2 C.F.R. § 200.319(a). The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For example, some qualifications and experience may be required for a particular type of contract; only "excessive" or "unnecessary" requirements are not allowed:

a. Excessive Qualifications

Placing unreasonable requirements on firms in order for them to qualify to do business. 2 C.F.R. 200.3196)(1).

b. Unnecessary Experience

Requiring unnecessary experience. 2 C.F.R.§ 200.319(a)(2).

c. Unnecessary Bonding

Requiring excessive bonding. 2 C.F.R.§ 200.3

d. Improper Qualification

Using improper prequalification procedures that conflict with 2 C.F.R. \$200.319Cd).

e. Retainer Contract

Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract. 2 C.F.R. § 200.319(a)(4). f.In-State, Local, or Tribal Geographic Preferences Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2 CF.R. 200.319(b).

g. Organizational Conflicts of Interest

Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest. 2 C.F.R. §200.319(a)(5).

II. METHODS FOR PROCUREMENT

Procurements shall be made using one of the following methods: CA) Micro-Purchases (B) Small Purchase procedures, (C) Competitive sealed bids, (D) Competitive negotiations, (E) Non-competitive negotiation. All procurements shall be made in accordance with these procedures.

A. Micro-Purchases

Purchases below the Simplified Acquisition Threshold may be awarded without soliciting competitive proposals if CITY considers the price to be reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are

not necessary. Procurements may not be disaggregated for the purpose of falling below the Micro-Purchase threshold.

B. Small Purchases

Purchases of supplies, equipment and services which cost below \$501000 require written supplier estimates but no formal is required. CITY will solicit a verbal or written response from at least three (3) vendors and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.

C. Competitive Sealed Bids

The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment, or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds \$50,000, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the CITY newspaper of record and/or such other places as the CITY deems appropriate. This notice will appear at least fourteen (14) days before the due date for bid proposals. CITY may also solicit sealed bids from responsible perspective suppliers by sending them a copy of such notice. To the extent possible, CITY Staff is encouraged to maintain an open Bidders List.

The IFB will include a complete, accurate and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of a payment bond and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price, If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB,

Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated by the TABULATOR at the time of bid opening The results of the tabulation and the bid procurements will be examined for accuracy and completeness by the EXAMINER who will make recommendations to the CITY. In addition, the CITY shall determine that all firms are responsive and responsible. The CITY will make the decision as to whom the contract shall be awarded. After the bid award is made by the CITY, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

CITY may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interests of CITY. Bidders will be notified in writing of such cancellation or rejection. CITY may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding

terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid responsive to those changed terms and conditions.

D. Competitive Negotiations

CITY will use competitive negotiations, regardless of contract amount, upon a written determination that either of the following conditions apply:

- a. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
- b. The services to be procured are professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services) in nature. Competitive negotiations will proceed as follows:
 - 1. Proposals will be solicited through advertisement in the CITY newspaper of record and/or such other places as the CITY deems appropriate; additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. Requests for proposals will always include cost as a selection factor.
 - 2. Award must be made to the offeror whose proposal is determined in writing by the CITY to be the most advantageous to CITY with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposal provides the best value to the CITY. Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared. The selection committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

For the procurement of certain professional services, an alternative to RFPs may be used. CITY may publish a Request for Qualifications, RFQ's are handled in a similar method to RFP's with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted and the CITY will negotiate cost If the CITY is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The CITY will maintain a written record of all such negotiations.

E. Noncompetitive Negotiations

The CITY requires competitive bids for purchases of goods or services including consulting services) over however, some exceptions apply.

In some circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than \$50,000. CITY may purchase goods and services through non-competitive negotiations when it is determined in writing by the CITY that competitive negotiation or bidding is not feasible and that:

1. SOLE SOURCE DEFINITION AND CRITERIA

A single supplier that is exclusively capable of meeting the CITY's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:

- a. One-of-a-Kind/Specialized the commodity or service has no competitive product or must meet specialized seaport, boat or marine requirements, or specialized professional or technical services, and is available from only one supplier.
- b. Compatibility the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.
- c. Replacement Part the commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
- d. Delivery Date only one supplier can meet necessary delivery requirements.
- e. Emergency URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures damages due to disasters or purchases necessary to address immediate safety and security issues.
- f. Only one satisfactory proposal is received through RFP or RFQ
- g. The Federal or State awarding agency has authorized the particular type of noncompetitive negotiation.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. The CITY must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.

F. Bids will be accepted only from those contractors who have a proven record of ability to successfully complete the scope of work being bid References will be requested along with the contractor's bid proposal. Any contractors submitting a bid must produce (along with his/her bid documents) written proof of liability insurance and worker's compensation coverage. Consideration will be given to such matters as contractor integrity, compliance with public record of past performance and financial and technical resources in awarding contracts.

III. CONTRACTS

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialized and supported by a written contract Where it is not feasible or is impractical Page 6 of 10

to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

- A. All contracts will contain language which allows the CITY the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the CITY (on request) or any other documented matter which could cause a hardship for the CITY if a claim should arise or the work not be completed on schedule at the specified cost.
- B. All contracts will contain a termination for convenience provision, which allows the CITY to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pro-rate payment for costs and work done until the point of termination, but not anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs,
- C. Except as otherwise provided under 41 C.F.R, Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. 604.3 must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth in 2 C.F,R. 5200.326. These provisions will be provided to all bidders.
- D. Federal 2 CFR 200.327 Contract Provisions: The non-Federal entity's contracts must contain the applicable contract provisions as described in Appendix II of 2 C.F.R. Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

IV. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

V. LOCALLY OWNED, MINORITY-OWNED, FEMALE-OWNED AND SMALL BUSINESSES

All necessary affirmative steps will be taken and documented to solicit participation of small and minority businesses, women 's business enterprises, and labor surplus area

firms. Where possible and feasible, delivery schedules will be established, and work will be subdivided to maximize participation by small businesses or minority or womenowned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority-owned, female-owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs and RFQs. This list shall also be consulted when making small purchases. CITY will use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

VI. CODE OF CONDUCT

A. Conflict Of Interest

No CITY member, employee, consultant, elected official, appointed official or designated agent of CITY will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of CITY, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms, or will otherwise benefit financially or otherwise from a contract award.

No CITY member, employee or designated agent of CITY may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members.

NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

B. Acceptance of Gratuities

No CITY member, employee or designated agent of CITY shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors, or potential subcontractors.

C. Penalties

Any CITY member, employee or designated agent of CITY who knowingly and deliberately violates the provisions of this code will be open to civil suit by CITY without the legal protection of CITY. Furthermore, such a violation of these procurement standards is grounds for dismissal by CITY (if an employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with CITY.

VII. ADDITIONAL PROVISIONS

CITY Federally funded contracts are subject to a variety of required of statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, CITY staff shall include applicable requirements in all CITY contracts to the maximum extent possible, either in full text, via addendum or attachment, or by reference, The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

A. Labor and Employment Laws and Regulations

A variety of construction and non-construction labor and employment laws and regulations are required as a condition of CITY's Federal funding. These are assembled at 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Antikickback provisions, Overtime and Work Safety requirements, and a variety of whistleblower protections. In dealing with all potential bidders and offerors, CITY Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, CITY Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

B. Rights to Inventions Made Under a Grant or Contract

If a contract awarded by CITY may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secret or technical data, or any other invention or discovel Y, the requirements of 37 CFR \$401 may apply.

C. Environmental Regulations

Contracts over \$150,000 require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.

D. Contracting with Suspended or Debarred Persons or Entities

CITY shall not enter into any agreement with any person or entity subject to Federal Debarment suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov.CITY should obtain written certification from all contractors that they are not suspended or debarred from federal procurements.

E. Byrd Anti-Lobbying Amendment

The following provision should be included in each contract over \$100.1—0 (Federal Byrd threshold):

"Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 US.C. 5 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Adopted by the City of Ames on this _	day of <u>March or April</u> 2025.
	Barbara Domain – Mayor
Attest:	
Wellona Godfrey – City Secretary	

CITY OF AMES

Financial Policies and Procedures for Federal Grant Contracts

Designation of City depository. The ____First Liberty Bank ___ is hereby appointed the depository of the funds of the City on the terms and conditions set forth in the bank depository agreement which is on file in City Hall. Mayor position is hereby authorized to execute, on behalf of the City, such bank depository agreement and to execute such other instruments as shall be necessary in order for the bank to receive and handle funds for the City in accordance with the contract. Receipt of funds. Upon receipt of funds from the Comptroller via warrant, _____ City Secretary ____ shall stamp "For Deposit only" and deposit into the appropriate grant account at the designated depository. Disbursement of funds. Checks, vouchers or warrants for the withdrawal of such sums of money as authorized by applicable statutes or ordinance from the City depository shall contain two signatures as designated by resolution and authorized signatory forms. Accounting control of purchases and invoices related to grants. Upon receipt invoices shall be submitted to the Mayor for approval, to include verification of work/quantities completed and eligibility of costs, and review to ensure no duplication of work exists. Once approved, invoices will be provided to the grant administrator for the project for processing and submittal to appropriate agency (if applicable) and City's ____Secretary___ for issuance of checks consistent with existing financial policies. The Mayor will then mail to the appropriate vendor in accordance with the terms of the contract and in accordance with program requirements. All purchases made shall be pursuant to written authorization from the head of the office,

Advance Payment Requirements and Procedures.

issued.

This section of the financial management system of City of Crockett a non-Federal entity other than a state, is intended to provide written procedures to implement the requirements of 2 CRF 200.305, including establishing payment methods to minimize the time elapsing between the transfer of funds from the United State Treasury or any pass-through entity and the disbursement by the City whether the payment is made by electronic funds or transfer, or issuance or redemption of checks, warrants, or payment by other means, to meet Federal standards for fund control and accountability.

department or agency whose appropriation will be charged, and no contract or order shall be issued to any seller unless and until the <u>Mayor</u> certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be

CITY OF AMES

Financial Policies and Procedures for Federal Grant Contracts

Advance payments received by the City shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the City in carrying out the purpose of the approved program or project, with the timing and amount of advance payments to be as close as is administratively feasible to the actual disbursements by the City for direct program or project costs and the proportionate share of any allowable indirect costs.

- 1) The City shall make timely payment to contractors in accordance with the contract provisions.
- 2) Whenever possible, advance payments shall be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the City.
- 3) Advance payment mechanisms including Treasury check and electronic funds transfer shall comply with applicable guidance in 2 CFR Part 208.
- 4) The City may submit requests for advance payments and reimbursements monthly when electronic fund transfers are not used, and more often when electronic transfers are used, in accordance with the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).
- 5) When the reimbursement method is used, the City shall make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- 6) When the cash method on a working capital advance basis is used, and advance cash payments are made to the City to cover its estimated disbursement needs for an initial period generally geared to the City's disbursing cycle, thereafter the City may receive from the Federal awarding agency or pass-through entity reimbursement for the City's actual cash disbursements.
- 7) Use of resources before requesting case advance payments To the extent available, the City shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recovered, and interest earned on such funds before requesting additional cash payments.
- 8) The City shall at all times, including during the period of performance:
- a) Comply with the project objectives, Federal statutes, regulation, or the terms and conditions of the Federal award;
- b) Not be delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables," and;
 - c) Comply with Federal award conditions.
- 9) In regard to the use of banks and other institutions as depositories of advance payments under Federal awards, the City shall at all times be able to account for the receipt, obligation, and expenditure of funds, and advance payments of Federal funds shall be deposited and maintained in insured accounts whenever possible.
- 10) The City shall maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
 - a) The City receives less than \$120,000 in Federal awards per year;
- b) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;

CITY OF AMES

Financial Policies and Procedures for Federal Grant Contracts

c)	The dep	ository would	require a	n average	or minimum	balance so	high that i	t would not
be feasib	le within t	he expected	Federal a	nd non-Fe	ederal cash r	esources; o	r	

d) A foreign government of banking system prohibits or precludes interest-bearing accounts.

11) Interest earned up to \$500 per year may be retained by the City for administrative expense but any additional interest earned on Federal advance payments deposited in interest-bearing accounts shall be remitted annually to the awarding agency through an electronic medium using either ACH network or as otherwise prescribed by awarding agency.

	Barbara Domain – Mayor
ATTEST:	
Wellona Godfrey – City Secretary	

CITY OF AMES, TEXAS RESOLUTION NO. 2025-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMES, TEXAS, AUTHORIZING THE SUBMISSION OF THREE (3) APPLICATIONS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY REALLOCATION PROGRAM (DRRP) APPLICATION TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE MAYOR AND THE CITY SECRETARY TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY REALLOCATION PROGRAM (DRRP) PROGRAM.

WHEREAS, the City Council of the City of Ames desires to reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters, principally for persons of low-to-moderate income; and

WHEREAS, the City desires to develop a viable community, including decent housing and a suitable living environment; and

WHEREAS, it is necessary and in the best interests of the City of Ames to apply for funding under the Community Development Block Grant – Disaster Recovery Reallocation Program (DRRP);

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

- 1. The Community Development Block Grant Disaster Recovery Reallocation Program (DRRP) applications are hereby authorized to be filed on behalf of the City with the Texas General Land Office.
- 2. That the City's applications be placed in consideration for funding under the Disaster Recovery Reallocation Program (DRRP).
- 3. That the applications will be for \$4,681,181.18 of grant funds for construction, project engineering and grant administration.
- 4. That the City Council directs and designates the Mayor and the City Secretary as the City's Chief Executive Officers and Authorized Representatives to act in all matters in connection with the applications and the City's participation in the Community Development Block Grant Disaster Recovery Reallocation Program (DRRP).
- 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

6. That it further be stated that the City of Ames is committing \$468,181.82 to the three (3) applications from its General Fund as a cash contribution toward the construction activities of the project, for a total of \$468,181.82 should it be selected for funding.

PASSED AND APPROVED by the City Council of the City of Ames, Texas, on this the 24th day of March 2025.

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CITY OF AMES, TEXAS RESOLUTION NO. 2025-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMES, TEXAS, APPROVING THE 2025 ELECTION SERVICES CONTRACT WITH THE LIBERTY COUNTY ELECTIONS OFFICER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Ames, Texas, is required to conduct its municipal election in accordance with the Texas Election Code; and

WHEREAS, the City of Ames desires to contract with the Liberty County Elections Officer, Lee Haidusek Chambers, to conduct the May 3, 2025, municipal election; and

WHEREAS, Section 31.092(a) of the Texas Election Code allows a political subdivision to enter into a contract for election services with the county elections officer; and

WHEREAS, the City Council has reviewed the proposed 2025 Election Services Contract between the City of Ames and the Liberty County Elections Officer, setting forth the terms, conditions, and costs for conducting the election; and

WHEREAS, the City Council finds that contracting with the Liberty County Elections Officer for election services is in the best interest of the City and its citizens to ensure an efficient and legally compliant election process;

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

SECTION 1 – APPROVAL OF CONTRACT

The City Council hereby approves the 2025 Election Services Contract between the City of Ames and the Liberty County Elections Officer, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2 – AUTHORIZATION TO EXECUTE

The Mayor of the City of Ames, Texas, is hereby authorized to execute the 2025 Election Services Contract on behalf of the City and take all necessary actions to fulfill the obligations set forth in the contract.

<u>SECTION 3 – SEVERABILITY</u>

If any section, paragraph, sentence, clause, phrase, or word of this Resolution or attached contract is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares that it would have passed such portions remaining despite invalidity or unconstitutionality

SECTION 4 – EFFECTIVE DATE

This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the City Council of the City of Ames, Texas, on this the 24th day of March 2025.

CITY OF AMES:	
Bar	rbara Domain, Mayor
	ATTEST:
Wellon	a Godfrey, City Secretary

EXHIBIT A: 2025 Election Services Contract Between the City of Ames and Liberty County Elections Officer



2025 ELECTION SERVICES CONTRACT-WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS, COUNTY OF LIBERTY

THIS CONTRACT is made and entered into this the 7th day of March, 2025, by and between Lee Haidusek Chambers, Liberty County Clerk, hereinafter referred to as the "Contracting Officer," and <u>CITY OF AMES</u>, the Local Political Subdivision, hereinafter referred to as "the LPS," pursuant to the authority under Section 31.092(a), Texas Election Code.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the LPS understand the tasks each is to perform in connection with the election for the May 3, 2025 election.

Duties and Services of the Contracting Officer.

Election services, equipment, and materials described in this contract provided by the Contracting Officer. The election shall be conducted utilizing countywide polling places as normally ordered by the Commissioners Court. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the elections:

- 1.1 Determine the polling places for the joint general LPS elections and contact the owners or custodians of the designated polling places and arrange for their use in the elections. The Contracting Officer may, after consultation with the LPS, determine whether to consolidate voting precincts.
- 1.2 Conduct one or more election schools, and notify the election judges of the dates, times, and places of such schools. Election judges or clerks will not be paid for attending such schools (See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.3 Program, or arrange to have programmed, the ballots for the LPS.
- 1.4 Post on the County's internet website and arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of

the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Secretary of State, respectively.

- 1.5 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet website. If the LPS does not maintain a website, the notice must be posted on the electronic kiosk used for posting notices of meetings of Commissioner's Court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.6 Procure and distribute all necessary election supplies, including, without limitation, ballot paper, printer ink, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.7 Procure all necessary voting machines and equipment, prepare them for use at the early voting locations and at the election day polling places, and transport them (or arrange to have them transported) to and from the early voting locations and at the election day polling places.
- 1.8 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.9 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.10 Assist in the general overall supervision of the election and the runoff election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the LPS who are responsible for holding the election and the runoff election.
- 1.11 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.
- 1.12 Submit Election Night Returns ("ENR") electronically to the LPS.

2. Duties and Services of the LPS.

The LPS shall be responsible for performing the following duties in connection with the election and the runoff election:

2.1 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer: (i) the candidates' names (as they are to appear on the ballot) and offices; and (ii) any referenda under Section 1251, Texas Government Code (in English

and Spanish) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

- 2.2 Date stamp and then deliver immediately to the Contracting Officer all applications for mail ballots that it receives.
- 2.3 Prepare the election order and resolutions. The LPS shall be responsible for having the required election notice under Section 4.003, Texas Election Code, timely published in the newspaper. The LPS shall also be responsible for timely posting the notice required under Section 4.0093(b), Texas Election Code, in the proper locations. The LPS is responsible for ensuring that all necessary documents are in both English and Spanish. The LPS shall conduct its canvass using materials provided by the Contracting Officer.
- 2.4 Work with the Contracting Officer to determine whether there will be a consolidation of county voting precincts for the election and run-off election, if necessary, and designate the polling place for each voting precinct for the election and run-off election, if necessary.

3. Compensation, Billing, and Payment

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the LPS shall pay the Contracting Officer for the actual expenses she incurs in accordance with Section 31.100, Texas Election Code, and the leasing fees allowed under Section 123.032, Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment, wages and salaries of the early voting clerks, precinct election judges, alternate judges and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the LPS shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. This estimate presumes there will be nine local political subdivisions sharing election expenses. The estimate will change based on the actual number of contracting local political subdivisions for this election.
- 3.4 Only the actual expenses directly attributable to the Contract may be charged to the LPS by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

- 3.5 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the LPS (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.6 The Contracting Officer's invoice shall be due and payable by the LPS to the address set forth in the invoice within 30 days after its receipt by the LPS. If the LPS disputes any portion of the invoice, the LPS shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

4. Voting.

- 4.1 The Contracting Officer shall serve as Early Voting Clerk for the election, and by signing this contract, the LPS does hereby appoint her as such. The Contracting Officer shall hire at least 3 temporary clerks to work each day at each Early Voting location. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the location listed in Exhibit B. These locations are subject to change before the election.
- 4.2 The Contracting Officer may receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7, Texas Election Code, by the Contracting Officer or her deputies at the Liberty County Courthouse located at 1923 Sam Houston St., Room 209, Liberty, TX 77575.
- 4.3 If a presiding judge, alternate judge or clerk does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009, Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is available by telephone while the polls are open.
- 4.4 The Contracting Officer will obtain voter registration lists from the voter registrar to be used during early voting as well as the election day and runoff election day.
- 4.5 In accordance with Section 127, Texas Election Code, the Contracting Officer will supervise the overall conduct of the election. The Contracting Officer and staff shall be available during hours in which the polls are open and from 6:00 a.m. until the completion of vote counting and all tabulation tests on Election Day to render technical support and assistance to voters and election workers.
- 4.6 The Contracting Officer will forward provisional voting affidavits to the Liberty County Voter Registrar for verification of the provisional voters' status. The Contracting Officer will reconvene the Early Voting Ballot Board (EVBB) within the time set forth in Section 65.051, Texas Election Code, for the purpose of determining the disposition of the provisional votes. At the same time the EVBB will review mail ballots timely received under Section 86.007(d), Texas Election Code, to determine whether such will be counted and to resolve any

issues with such ballots. Promptly after determination of the provisional votes and resolution of any such mail ballots, the Contracting Officer shall tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations and submit new unofficial tabulations to the Parties.

4.7 The Contracting Officer will prepare the unofficial tabulation of precinct results on election night in accordance with Section 127, Texas Election Code. The Contracting Officer and staff shall do election Night intake preparation and intake of election equipment and records starting at 5:30 p.m. on Election Day.

5. Voting System.

The Contracting Officer shall use the Verity Voting system which includes Verity Print device for ondemand ballot printing, Verity Touch and Verity Touch Writer with Verity Access interface for electronic ballot marking assistance, the precinct tally system using Verity Scan, and the mail ballot system purchased by Liberty County from Hart InterCivic, Inc. ("Hart") for the election. Each Election Day polling location will have at least one Verity Touch with Verity Access interface that is accessible to disabled voters. The Contracting Officer or designee shall prepare the Verity Voting system for each polling location on Election Day.

6. Acknowledgement of Shared Election.

The LPS acknowledges that the Contracting Officer may enter into a similar Election Services Contract with any other entity in the same county. In such event, the LPS agrees to share common polling places, voting equipment and the common set of election workers with the other entities conducting an election.

7. Special Provisions.

- Compensation for Election Workers will be \$12.00 per hour for the election judge and \$12.00 per hour for the alternate judge and clerk(s). The Early Voting Ballot Board Presiding Judge will be paid \$20.00 per hour. The other members of the Early Voting Ballot Board and the Signature Verification Committee shall be paid \$12.00 per hour each. The Central Counting Station Manager will be paid \$20.00 per hour and the other three Central Counting Station workers will be paid \$12.00 per hour each. County employees utilized in conducting the election by the Contracting Officer, including security, will be paid by Liberty County.
- 7.2 Delivery Fee shall be \$50.00 for transporting the election equipment to and from the voting location to the central accumulating station.

8. General Provisions.

8.1 Nothing contained in the Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer

to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

- 8.2 The Contracting Officer is the agent of the LPS for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the LPS failure to pay a claim.
- 8.3 The Contracting Officer shall file copies of this Contract with the County Treasurer and the County Auditor of Liberty County, Texas.
- 8.4 For purposes of implementing this Contract, the Contracting Officer and the LPS designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the LPS, submission or notice shall be made to these individuals:

Email:

Fax: _____

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer:	STRINITY COURT
Lee Haidusek Chambers	(Seal)
Liberty County Clerk	BERTY COUNTRIES
Date Of March 11, 2025	-
City of Ames:	
By	(Seal)
Title	-
I loto	

Early Voting Locations and Election Day Voting Location (subject to change)

Early Voting by personal appearance, with curbside voting available, each weekday at:

Cleveland Civic Center, 210 Peach Avenue, Cleveland, Texas;

Santa Fe Administration Building, 1680 C.R. 3549, Cleveland, Texas:

Dayton Community Center, 801 S. Cleveland St., Dayton, Texas; and

Jack Hartel Community Building, 318 San Jacinto St., Liberty, Texas;

beginning on April 22, 2025, and ending on April 29, 2025.

Hours of early voting will be:

Monday through Friday, April 22nd to 25th—9:00 A.M. to 6:00 P.M.

Saturday, April 26th—7:00 A.M. to 7:00 P.M; Sunday, April 27th—1:00 P.M to 7:00 P.M.

Monday through Tuesday, April 28th to 29th—7:00 A.M. to 7:00 P.M.

Election Day voting will be conducted on Saturday, May 3, 2025, between the hours of 7:00 A.M. and 7:00 P.M. at the following locations:

Pct. 4 Devers Elementary School, 201 Chism St., Devers, Texas

Pct. 9 Tarkington ISD Meeting Room, 72 C.R. 2268, Cleveland, Texas

Pct. 13 Hull-Daisetta High School, 117 N. Main St., Daisetta, Texas

Pct. 18 Ames City Hall, 304 Martin St., Ames, Texas

Pct. 19 Jack Hartel Admin. Building, 318 San Jacinto St., Liberty, Texas (Curbside voting available)

Pct. 20 Cleveland Civic Center, 210 Peach Ave., Cleveland, Texas (Curbside voting available)

Pct. 22 Dayton Community Center, 801 S. Cleveland St., Dayton, Texas (Curbside voting available)

Pct. 23 Santa Fe Administration Building, 1680 C.R. 3549, Cleveland, Texas (Curbside voting available)

Curbside voting is available at the locations designated by calling 936-253-8050. Limited voting is available only at Jack Hartel Administration Building, 318 San Jacinto St., Liberty,

ESTIMATED ELECTION EXPENSES, MAY 3, 2025, ELECTION*

Judge and Clerks**	\$2300.00
Pickup and delivery of equipment:	\$ 75.00
Election Equipment Rental: ***	\$ 600.00
Subtotal for Sharable Costs:	\$2975.00
Early Voting Ballot Board (for provisional and mail votes)	\$ 100.00
Central Counting Station Judges/Clerks	\$ 100.00
Programming of ballots and voting system	\$2500.00
Election paper and supplies	\$ 100.00
Subtotal:	\$2800.00
10% Administrative Fee Payable to Liberty County Clerk	\$ 577.50
Grand Total Estimated Election Expenses:	\$6250.50

^{*}Assumes cost sharing with a minimum of nine other local political subdivisions (LPS)

^{**} Assumes judge @ \$12.00/hr and alternate judge/clerks @ \$12.00/hr

^{***} User fee as established by commissioner's court is \$165.00/unit per day.