

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 18, 2020 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures the City Commission will meet in person and electronically. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible to members of the public and allow for two-way communications for those desiring to participate.

Any person who calls in and is interested in speaking on any item on the Agenda must call the number below and sign in to the conference then wait for the Board President to request any public comments. Public comments may not apply to all items on the agenda.

Those who attend in person may sign a "Request to Address City Commission" form and give it to the City Secretary prior to the beginning of the meeting.

To join the telephone audio conference and to give public comment please use the following instructions.

877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)
Webinar ID: 895 7419 9996

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial *9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now speak.

To view the web presentation or listen to audio without participating, please visit <http://commission.texascitytx.gov>

You will then be redirected to the conference and given instructions to enable viewing. We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public, upon request.

All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) MAYOR PRO TEM APPOINTMENT
 - (a) Consider and take action on Resolution No. 20-125, appointing Mayor Pro Tem. (City Secretary)

(5) PROCLAMATIONS AND PRESENTATIONS

(a)	Service Awards			
	Ryan McClellen	Administration	11/01/2010	10 years
	Kristina Martin	Library	11/13/2000	20 years
	Eric Smith	Public Works	11/02/1995	25 years
	William Cooley	Fire	11/02/1990	30 years

(6) REPORTS

(a) Library Report (Library)

(7) PUBLIC COMMENTS

(8) PRELIMINARY PLAT APPROVAL

(a) Consider and take action on the approval of the Vida Costera Subdivision Master Plan, consisting of 204 lots. Located west of Hwy. 3 and south of 25th Avenue Extension. A subdivision of 53.1544 acres out of the S.A. & M.G.R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, TX.

(9) CONSENT AGENDA

(a) Approve City Commission Minutes for November 4, 2020 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 20-121, annual agreement with Texas City- La Marque Chamber of Commerce. (Management Services)

(c) Consider and take action on Resolution No. 20-122, extending the Mayor's Declaration of Disaster. (Emergency Management)

(d) Consider and take action on Resolution No. 20-123, approving the execution of and engineering Agreement for Services with ARKK Engineers, LLC. for the Brown Drive Construction Project. (Public Works)

(e) Consider and take action on Resolution No. 20-124, approving the purchase of the Aries Mobile Pathfinder Inspection System through BuyBoard Cooperative Purchasing. (Public Works)

(10) REGULAR ITEMS

(a) Consider and take action on Ordinance No. 20-50, the second reading of an Ordinance granting Enertex NB, LLC, and its successors and assigns, for a period of five (5) years, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system. (Legal and Engineering)

(b) Consider and take action on Ordinance No. 20-51, amending the City's fiscal year 2020/2021 budget to fund design and construction of a section of Brown Drive. (Finance)

(11) MAYOR'S COMMENTS

(12) COMMISSIONERS' COMMENTS

(13) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON NOVEMBER 13, 2020, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 11/18/2020

Submitted For: Jon Branson, Management Services

Submitted By: Rhomari Jackson, City Secretary

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-125, appointing Mayor Pro Tem. (City Secretary)

BACKGROUND

A resolution electing a member of the City Commission of the city of Texas City to serve as Mayor Pro Tem.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 20-125

A RESOLUTION ELECTING A MEMBER OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY TO SERVE AS MAYOR PRO TEM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

SECTION 1: That the City Commission hereby elects Commissioner At-Large Thelma Bowie, to serve as Mayor Pro Tem.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of November 2020.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 11/18/2020

November 2020 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Ryan McClellan	Administration	11/01/2010	10 years
Kristina Martin	Library	11/13/2000	20 years
Eric Smith	Public Works	11/02/1995	25 years
William Cooley	Fire	11/02/1990	30 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 11/18/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on the approval of the Vida Costera Subdivision Master Plan, consisting of 204 lots. Located west of Hwy. 3 and south of 25th Avenue Extension. A subdivision of 53.1544 acres out of the S.A. & M.G.R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, TX.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report
landscape design
amenities plan
Aerial

Memo

To: Planning Board
From: Doug Kneupper, City Engineer
Date: October 28, 2020
Re: VIDA COSTERA, Subdivision Master Plan

Background: The owner of the property, KB Home Lone Star, is moving forward with a single-family residential project. The project will be on 53-acres of undeveloped land that is generally west of State Highway 3 and south of 25th Ave. and also being south of the Pearlbrook Subdivision. The project will provide approximately 204 lots meeting the City's criteria of 50' width and 6000 sq ft of lot area. The Master Plan shows the lots that will be larger than the minimum required. The property is already in Galveston County Municipal Utility District No. 66. This will help with financing the water, sewer, and drainage infrastructure.

Staff Analysis / Recommendation: An important component to a viable residential development is providing parks and meaningful open spaces. There is an Open Space Amenities Plan that shows an open area around the detention pond. This space will be improved with a walking/jogging trail, a playground, benches and landscaping. The Amenities Plan shows reserves that will create connectivity and access to the park and detention pond area. Also, the detention pond is designed to have a constant water level with adequate volume, above the constant level, for the stormwater management component. The park shown is of adequate size and located somewhat central and in the initial phase of development. The amenities and improvements should be introduced to the subdivision relatively early.

The developer will be creating a Homeowner's Association that will be responsible for maintenance of parks and common areas. The HOA document will also need to provide strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into the subdivision will be from SH 3. Ultimately, the subdivision will have two access points onto SH 3. TxDOT approval will be required for both access points. The developer has provided a concept plan for planting and beautification along SH 3.

Water and sewer facilities are readily available to this project. Both utilities can be extended from a utility corridor that is adjacent and to the west of the property.

Drainage and stormwater management will be coordinated with Galveston County Drainage District #2. As each phase develops, there will be storm sewer outfalls into the detention pond

with a single, controlled outfall into the Drainage District's facility that is adjacent to the west boundary of this project.

The Planning Board's roll is to review and approve the Master Plan. This document provides the pathway for the developer to move forward with the project and submit plats and construction plans for developing the residential sections.

City staff has reviewed this Subdivision Master Plan, and has no objections to approval.



ROBERT JENSEN
 ABST 180 PAGE 72 J SELLERS SURF
 TR 85 30,780 ACRES 1/2-UND INT OF
 30,780 ACRES 15-300 ACRES

**SECTION 1
 99 LOTS**

**OUT
 TRACT
 3.0 AC.**

VIDA COSTERA HIGHWAY 3 ENTRY WAY

Conceptual drawing of subdivision located in Galveston County, Texas. Details are subject to change.

October, 2020

SCALE: 1"=50'



EHRA

ENGINEERING THE FUTURE
 SINCE 1936

10011 MEADOWGLEN LANE
 HOUSTON, TEXAS 77042
 713.784.4500
 EHRAINCO.COM
 TBPE No. F-728
 TBPLS No. 10082300

EHRA JOB NO.
 181-014-00

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for record of facilities are subject to change without notice.



PARKLAND AREA: 1.89 ACRES

TION LIQUID PROPAN
TEXAS NEW MEXICO POW
1857 1807 PAGE 8 & 12 SW F
(24-1) MOTOR SUBDIVIS



CENTERPOINT ENERGY INC/ABST
189 PAGE 1 SA & MG RR SUR TR 2
6.248 ACRES

55' DRAINAGE ESMT
GALVESTON COUNTY DRAINAGE
(G.C.C.F. NO. 2000)

AMY HOA TR
189-2-8-3-3
& 71

VIDA COSTERA OPEN SPACE AMENITIES PLAN

Conceptual drawing of subdivision located in Galveston County, Texas. Details are subject to change.

October, 2020



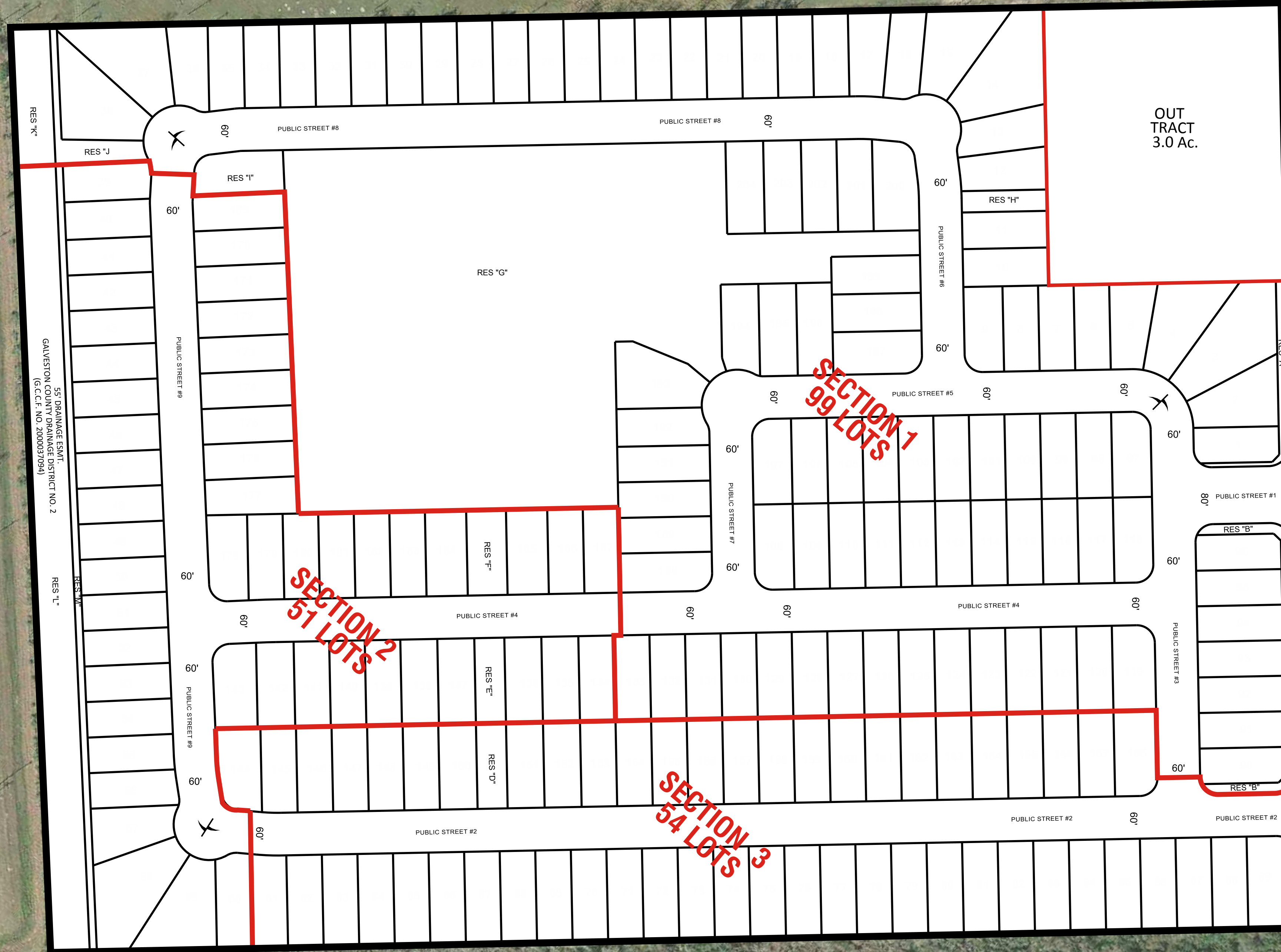
ENGINEERING THE FUTURE
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10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHR@INC.COM
TBPE No. F-728
TBPLS No. 10082300

EHRA JOB NO.
181-014-00

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land facilities are subject to change without notice.

25TH AVENUE N
(120' R.O.W.)
(VOL. 3075, PG. 133 G.C.D.R.)
(G.C.C.F. NO. 8648578)



OUT TRACT
3.0 AC.

SECTION 1
99 LOTS

SECTION 2
51 LOTS

SECTION 3
54 LOTS

E:\151-141-401\Plan\Gis\Subdivision\MasterPlan_2020-10-15.dwg Oct 29, 2020 3:08pm Edited by: bweitzler

Vida Costra Subdivision Master Plan

A Subdivision of 53.1544 acres out of the S.A. & M.G. R.R. Survey, A-189 and John Sellers Survey, A-180, Texas City, Galveston County, Texas.

204 Lots, 5 Blocks and 13 Reserves Totalling 9.70 Acres

Owner/Developer: KB Home Lone Star Inc., 11314 Richmond Avenue, Houston, TX, 77082. (877)238.4720.

October 15, 2020
1" = 100'
SCALE: 1"=100'
NORTH

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRAINC.COM
TBPE No. F-726
TBPLS No. 10092300

EHRA JOB NO. 181-014-00
No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

CITY COMMISSION REGULAR MTG

(9) (a)

Meeting Date: 11/18/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for November 4, 2020 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 4, 2020 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 4, 2020, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor
Phil Roberts, Mayor Pro Tem, Commissioner At-Large
Bruce Clawson, Commissioner At-Large
Earl Alexander, Commissioner District 1
Abel Garza, Jr., Commissioner District 2
Dorthea Jones, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Commissioner District 3 Dorthea Jones.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Bruce Clawson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Municipal Court Week

Proclamation was accepted by Judge Cooley, Tammy Odom, and her Municipal Court staff.

b. Promotion of Jayce Fregia to Engineer

Engineer Fregia was pinned by Battalion Chief Strickhausen.

5. REPORTS

a. Quarterly investment and financial report.

Laura Boyd, Finance Director, gave a quarterly investment portfolio report.

6. PUBLIC COMMENTS

There were none.

7. CONSENT AGENDA

Motioned by Commissioner At-Large Bruce Clawson, seconded by Commissioner District 4 Dorthea Jones to approve Consent Agenda items a, b, c, d, e, and f.

- a. Approve City Commission Minutes for October 21, 2020 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 20-115, approving the purchase of 466 Visa gift cards in the amount of \$50.00 each, to be given to the City Employees (full and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 20-116, approving the purchase of a new 2021 F550 Wash Truck, for the Utilities Department through BuyBoard - Local Government Purchasing Cooperative. (Public Works)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 20-117, approving the award of contract for the 2020-392 Asbestos Abatement and Demolition of 3rd Avenue Village Housing Complex Project - 800 Block of 3rd Avenue North, Texas City. (Economic Development)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 20-118, approving Firewall renewal and purchase. (Information Technology)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution 20-119, authorizing the Mayor to enter into an Interlocal Agreement with Texas City Independent School District. (Legal)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 20-47, approving a food truck and trailer ordinance.

Garrett McLeod, Economic Development Director, stated that this Ordinance falls in line with how other cities and the county are handling food trucks and trailers.

Motion by Commissioner District 2 Abel Garza, Jr., Seconded by Commissioner District 3 Dorthea Jones

Vote: 7 - 0 CARRIED

- b. Consider and take action on Ordinance No. 20-48, amending the fiscal year 2020/2021 budget by the creation of a Part-time Deputy City Marshal position and appropriate funding for the position. (Finance)

David Zacherl, Fire Chief, stated that this person will specifically focus on Code Enforcement.

Motion by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 4 Jami Clark

Vote: 7 - 0 CARRIED

- c. Consider and take action on Ordinance No. 20-49, amending the City's fiscal year 2020-21 Budget to carryover from last fiscal year the project for installing wireless internet equipment on city water towers. (Finance)

Robert Turner, I.T., stated that with the approval of this item, he is ready to order the necessary equipment to move forward.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Abel Garza, Jr.

Vote: 7 - 0 CARRIED

- d. Consider and take action on Ordinance No. 20-50, the first reading of an Ordinance granting Enertex NB, LLC, and its successors and assigns, for a period of five (5) years, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system. (Legal and Engineering)

Doug Kneupper, City Engineer, stated that this request was made by Land Tejas.

Kyle Dickson, City Attorney, stated that this system will be placed underground in the Lago Mar area/ West Texas City.

Motion by Commissioner District 3 Dorthea Jones, Seconded by Mayor Pro Tem, Commissioner At-Large Phil Roberts

Vote: 7 - 0 CARRIED

9. MAYOR AND COMMISSIONERS' COMMENTS

Kevin and Lavell from Marathon Refinery thanked Mayor Doyle and wished him well as this will be his final regular called city commission meeting.

Every director and City employee present wished Mayor Doyle, Mayor Pro Tem Phil Robert, Commissioner At-Large Bruce Clawson, Commissioner District 1 Earl Alexander and Commissioner District 2 Abel Garza, Jr. a happy good-bye and thanked them each for their support and marvelous accomplishments city-wide.

10. ADJOURNMENT

Having no further business, Mayor Matthew T. Doyle made a MOTION to ADJOURN at 5:34 p.m. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, SR., MAYOR

ATTEST:

Rhomari Leigh, City Secretary

CITY COMMISSION REGULAR MTG

(9) (b)

Meeting Date: 11/18/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-121, annual agreement with Texas City- La Marque Chamber of Commerce. (Management Services)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

exhibit a
Resolution
agreement

Exhibit A

Texas City – La Marque Chamber of Commerce Services

- I. Special Events: The Chamber will provide to the City sponsor recognition at its annual special events. These events are intended to provide business development opportunities for citizens in the community. This will include tables/tickets and signage signifying the City of Texas City as an event sponsor. The events included are:
 - a. Golf Classic (2 teams)
 - b. Annual Banquet (24 tickets)
 - c. Industrial Trade Show (8 tickets)
 - d. Health Expo (8 tickets)
 - e. Community Shrimp Boil (8 tickets)
 - f. New Teacher Event (signage)
- II. Business Luncheons: The Chamber hosts business luncheons throughout the year and will provide 8 tickets for the City to attend these luncheons. The luncheons are intended to provide promotion of existing businesses within the City of Texas City and to promote further economic development.
- III. The Chamber develops and distributes an annual publication titled “*Community Guide & Business Directory*.” As part of this publication, the City will be provided one full-page advertisement and space for editorial text about City amenities and services to include housing and economic activity.
- IV. The Chamber develops and releases an *Economic Profile* publication, which is intended to provide detailed information for prospects, legislators, visitors, and new residents alike. The City will provide input to the Chamber and current data for the publication. It will be updated as necessary throughout the year. It is available online and in print.
- V. City staff will collaborate with the Chamber on coordinated marketing efforts to promote tourism, economic development, and the health of the local economy.
- VI. The Chamber will provide administrative services and clerical support for Texas City visitor information requests via phone, walk-ins, mail and internet on an on-going basis during the contract period.

RESOLUTION NO. 20-121

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND TEXAS CITY - LA MARQUE CHAMBER OF COMMERCE AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City intends to utilize the services of the Texas City- La Marque Chamber of Commerce for professional services.

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

SECTION 1: That the City Commission hereby accepts the Professional Services Agreement with the Texas City- La Marque Chamber of Commerce.

SECTION 2: That the Mayor is hereby authorized to execute the Professional Services Agreement with the Texas City- La Marque Chamber of Commerce in the form attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 3: The term of this agreement shall be for three (3) years (“Term”), beginning November 18, 2020, and ending November 17, 2023, renewable for an additional term of three (3) years by mutual consent of the Parties. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

SECTION 4: In consideration for the Services to be provided by the Chamber as outlined in Exhibit “A”, the City shall compensate the Chamber in the total amount of \$50,000.00 annually during the Term of this Agreement. Payment for Services rendered by the Chamber shall be paid by the City quarterly within 30 days of submittal of a written invoice.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of November 2020.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is by and between the City of Texas City (“City”), and the Greater Texas City – La Marque Chamber of Commerce, a Texas non-profit corporation (“Chamber”) located at 9702 EF Lowry Expressway, Texas City, Texas, 77590 for fiscal years 2021-2023.

RECITALS

WHEREAS, the Texas City–La Marque Chamber of Commerce provides community and economic development services to businesses and potential businesses in Texas City;

WHEREAS, the Texas City–La Marque Chamber of Commerce provides marketing and advocacy services to position Texas City as a destination for tourism and tourism related activities;

WHEREAS, the City of Texas City desires to contract with the Texas City–La Marque Chamber of Commerce for a three-year period with an option to renew to provide community and economic development services; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, the parties do hereby covenant and agree as follows:

AGREEMENT

1. Services: Chamber agrees to fully preform, or cause to be performed, with good faith and due diligence, all measurable (“Services”) described in the attached Exhibit “A” and incorporated herein for all purposes incident to this Agreement.

2. Term: The term of this agreement shall be for three (3) years (“Term”), beginning November 18, 2020, and ending November 17, 2023, renewable for an additional term of three (3) years by mutual consent of the Parties. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

3. Reporting: The Chamber shall provide a written report regarding the achievement of the Services not less than quarterly to the Texas City Economic Development Corporation, (“TCEDC”) and the City’s Commission. The reports shall include progress towards accomplishing the measurables described in Exhibit “A”.

4 Use of Funds: The Chamber agrees to utilize the funds provided by the City only for Services described in Exhibit “A”.

5. Compensation: In consideration for the Services to be provided by the Chamber as outlined in Exhibit “A”, the City shall compensate the Chamber in the total amount of \$50,000.00 annually during the Term of this Agreement. Payment for Services rendered by the Chamber shall be paid by the City quarterly within 30 days of submittal of a written invoice.



6. Miscellaneous:

6.1 It is expressly understood and agreed that under this Agreement the City neither waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

6.2 Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

6.3 In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

6.4 This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing, such writing to be attached hereto and incorporated unto this Agreement.

6.5 This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. Verbal or written conditions not contained herein shall not have any force or effect to alter any term of this Agreement.

6.6 This Agreement may be terminated at any time before its expiration with mutual consent of both parties. Neither party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

6.7 The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit, or describe the scope or intent of this Agreement or any part of it.

6.8 By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

6.9 Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

City of Texas City
1801 - 9th Avenue North
Texas City, Texas 77590
Attention: Detric Johnson, Mayor



Texas City–La Marque Chamber of Commerce
9702 E.F. Lowry Expressway
Texas City, Texas 77590
Attention: Page Michel, President

EXECUTED this ____ day of November 2020.

CITY OF TEXAS CITY

By: _____
Dedrick Johnson, Mayor

TEXAS CITY–LA MARQUE CHAMBER OF COMMERCE

By: _____
Page Michel, President

CITY COMMISSION REGULAR MTG

(9) (c)

Meeting Date: 11/18/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-122, extending the Mayor's Declaration of Disaster. (Emergency Management)

BACKGROUND

Extended from March 18, 2020.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION 20-122

A RESOLUTION CONTINUING THE DECLARATION OF LOCAL STATE OF DISASTER FOR THE CITY OF TEXAS CITY, TEXAS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City on March 18, 2020, took extraordinary measures resulting from Covid-19; and

WHEREAS, the Mayor of Texas City and City Commission has determined that these extraordinary measures must be taken to protect the citizens of Texas City, and

WHEREAS, the City Commission of Texas City has determined the need to extend the declaration for thirty (30) additional days. Today's Extension will continue until 5:00p.m. December 17, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION: The City Commission of the City of Texas City, Texas pursuant to Texas Government Code Section 418.108(b) hereby consents to continuing the declaration of local state of disaster for the City of Texas City, Texas.

SECTION 2: The declaration of local state of disaster for the City of Texas City, Texas, resulting from Covid-19 is therefore continued.

SECTION 3: This declaration continuing a local state of disaster shall be effective for thirty (30) days on and from its date of issuance, provided however that this declaration may be terminated before the expiration of thirty days by subsequent order of the Mayor, and may be continued or renewed beyond thirty days from its date of issuance only with the consent of the City Commission of the City of Texas City, Texas.

SECTION 4: This declaration continues the activation of the City's Emergency Management Plan.

SECTION 5: This declaration continues the activation of the recovery and rehabilitation aspects of all applicable local or interjurisdictional emergency management plan and authorizes the furnishing of aid and assistance under the declaration.

SECTION 6: This declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 7: That this declaration shall take effect immediately from and after its issuance.

PASSED AND ADOPTED this 18th day of November 2020.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (d)

Meeting Date: 11/18/2020

Engineering Services for the City of Texas City Brown Drive Construction Project

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the execution of and engineering Agreement for Services with ARKK Engineers, LLC. for the Brown Drive Construction Project.

BACKGROUND

ARKK Engineers, LLC. has submitted and Agreement for Services for the engineering services of the Brown Drive Construction Project for the total amount of \$165,210.00. This includes all phases of design, bidding, construction administration and construction.

A copy of this proposal is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement of Services, with ARKK Engineers, LLC. for the Brown Drive Construction Project on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 2020, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "**Brown Drive Construction Project**" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$165,210.00** for Design Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced

under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.

11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.

12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC.
Consultant

BY: Madhu Kilambi
MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
DIRECTOR OF FINANCE



ATTACHMENT "A"

November 5, 2020

Mr. Jack Haralson
Director of Public Works
City of Texas City
301 6th Street North
Texas City, Texas 77592

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's
"Brown Drive Construction Project"

Dear Mr. Haralson:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves providing engineering design and construction services for the construction of a new roadway (Brown Drive) that would tie-in to Monticello Drive in the City of Texas City. Brown Drive will adjoin the new middle school currently under design by t=Texas City Independent School District (TCISD). The total distance of the roadway is approximately 1,050 linear feet. The roadway design is proposed to be a 38-foot wide, 7-inch concrete pavement, with underground storm sewer. The proposed storm sewer sizing for this project will accommodate the drainage runoff from the Brown Drive right of way only and will be designed to outfall into the Galveston County Drainage District No. 2 (GCDD No. 2) ditch located along the north side of Monticello Drive. Based on our conversations with City and TCISD staff, it is our understanding that the storm water drainage runoff from the school property will be designed by the TCISD design team to be collected internally in the school in a detention pond and will drain directly into GCDD No. 2 ditch.

The estimated project cost of the roadway is around \$991,000 and includes construction, engineering, and construction phase services costs. It is our understanding that this project is jointly funded by the City of Texas City and the Texas City Independent School District.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. This proposal does

not include performing any Environmental Assessment studies for the project as they are not anticipated to be needed. However, if it is determined that these services are necessary; ARKK will submit a separate proposal to the City. During construction, ARKK will provide a part time project representative to observe the construction progress on the project.

This proposal is separated into Basic Services (expected normal civil engineering design services) and Special Services (Surveying, Geotechnical, etc.).

Following is a summary of the scope of services:

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Coordinate with utility companies on potential conflicts with the proposed improvements.
- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed roadway alignment.
- Prepare backgrounds of the project alignment to aid with the design.
- Perform design for the proposed improvements.
- Coordinate with governmental entities that may be impacted by the project.
- Prepare project specifications and construction drawings for the project.
- Coordinate with the Texas City Independent School District during the design phase.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.

- Incorporate appropriate comments from pertinent entities into the final design documents.
- Prepare a final cost estimate for the project.

B. Special Services - Design Phase

1. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.

2. Topographic Surveying Services

- Conduct topographic survey of the roadway alignment, and approximately 300 feet along Monticello Drive.
- Surface features along the project route and measure downs on inlets, manholes and water valves and roadway cross-sections at periodic intervals.
- Prepare survey control map of project areas.

3. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 30 vertical feet of soil borings is included in this proposal (two 15-foot deep bores for the roadway and storm sewer design).
- Utilize a geotechnical sub-consultant mutually agreeable to the City and ARKK.

4. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.

- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare agenda for the pre-bid conference.
- Conduct a pre-bid conference for prospective bidders.
- Prepare project addendums as necessary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare an engineering letter of recommendation for City Commission award of the construction contract.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare contract documents for execution by the successful bidder.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project Representative during the construction phase.
- Review and respond accordingly to all submittals provided by the construction contractor.
- Prepare change orders as necessitated by field conditions.
- Review contractor's monthly pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the

completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site an average of 30 hours per week during the duration of active construction (120 calendar days). ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.

- The site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The site representative will aid in the coordination of activities of the testing laboratory.
- The site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- The site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to ARKK's project manager.
- ARKK office staff will process daily reports and other administrative office duties.
- ARKK office staff will track and document costs associated with the work.

2. Construction Materials Testing:

- Construction materials testing is included in this proposal as a budgetary item. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

FEE

The fee for the services is outlined below. A budget for miscellaneous services is included to cover additional tasks and costs, which may occur during the progress of the work. Such tasks will only be performed upon authorization from the City.

Design Services: Lump Sum amount of:	\$67,085.00
Topographic Surveying: Subcontractor's Cost plus 10%:	\$6,650.00
Geotechnical Investigation: Subcontractor's Cost plus 10%:	\$3,300.00
Storm Water Pollution Prevention Plan: lump sum amount of:	\$1,000.00
Reproduction: lump sum amount of:	\$500.00
Bid Phase: lump sum amount of:	\$1,750.00
Miscellaneous Services: Hourly and Cost Plus 10%	\$ 3,000.00
Construction Administration Services: lump sum amount of:	\$ 16,975.00
*Construction Observation: (Hourly and cost plus 10%)	\$56,950.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$ 8,000.00</u>
Total Fee	\$165,210.00

The anticipated construction contract duration for the project is estimated to be 120 calendar days. The construction observation budget is based on providing a project site representative an average of 30 hours/week for 120 calendar day construction duration. The fee includes hourly costs for a project site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

Cc: Mr. Doug Kneupper, P.E. – City of Texas City

ATTACHMENT "B"
INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000

RESOLUTION NO. 20-123

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE BROWN DRIVE CONSTRUCTION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Brown Drive Project; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Service of the Brown Drive Project; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$165,210.00.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Brown Drive Project.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, in the form attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of November 2020.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (e)

Meeting Date: 11/18/2020

Purchase of the Aries Mobile Pathfinder Inspection System

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the purchase of the Aries Mobile Pathfinder Inspection System through BuyBoard Cooperative Purchasing.

BACKGROUND

This is a sewer television system that, with the large line package, has the inspection capacity from 6" - 36" lines. This will replace our current 8-year-old system that is having severe maintenance issues. The purchase amount for this system is \$77,077.00. Funds are made available in the 2020/2021 budget for this purchase.

A copy of the Aries Industries equipment proposal and BuyBoard pricing are attached for your review.

ANALYSIS

It is the recommendation of the Public Works and Utilities Department that the Commission approve the purchase of this new equipment through BuyBoard Cooperative Purchasing for the total contract amount of \$77,077.00.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution



November 5, 2020

BuyBoard Contract # 593-19
Spec # B201101

Texas City Utilities
911 Highway 146 North
Texas City, TX 77590

Mr. Ballast,

We appreciate the opportunity to provide the BuyBoard quotation for the Aries Mobile Pathfinder Inspection System.

The Purchase Order must be issued to Aries Industries, Inc. Please forward a copy of purchase order to orders@reliabilitypoint.com.

Should you have any questions or require more information, please contact Mike McClure at (832) 423-2400 or by email at mike.mclure@reliabilitypoint.com

Sincerely

Rita Daigle

Rita Daigle
Inside Sales
7934 Wrenwood Blvd
Suite A
Baton Rouge, LA 70809



REF QT-27981

550 Elizabeth St (262) 896-7205 ph (800) 234-7205 ff
 Waukesha WI 53186 (262) 896-7099 fx

QUOTE# B201101

QUOTATION

Customer Information

Contact Corbin Ballast
Company Texas City Utilities
Address 911 Highway 146 North

Date 11/3/2020
Expiration 2/1/2021
Salesman Boris Holmes
Terms Net 30
Delivery 3-4 weeks typ
FOB Destination

City Texas City **State** TX **Zip Code** 77590
Phone 409-359-5505 x1 **email**

Item#	Qty	U/M	Part#	Description	Unit Price	Extended
****BuyBoard Contract 593-19 Pricing****						
A	1	ea		Texas City, TX Mobile Pathfinder System	\$69,982.00	\$69,982.00
OPTIONAL EQUIPMENT						
1	1	ea		Add Large Line Inspection Package	\$7,095.00	\$7,095.00

Subtotal	
Shipping & Handling	
Taxes	
Other	
TOTAL	



The trusted leader in pipeline inspection and rehabilitation equipment

Please visit our website: www.ariesindustries.com

Aries Industries Inc terms and conditions of sale for this quotation are available upon request

Note: Any and all applicable sales tax will be added to the invoice

EQUIPMENT PROPOSAL



Mobile Pathfinder Inspection System

This sewer television system is delivered complete, ready for operation. The system includes a pan & tilt camera and transporter with inspection capacity from 6" to 24" lines with an available option to add capacity to 36" lines. Components will be shipped to Reliability Point Pasadena, TX facility for installation into existing Texas City vehicle originally outfitted by RapidView. New components for electrical systems, generator, monitors and downhold guides are not included. Like components from the existing system will be retained.

REF Quote Line 1 – Mobile Pathfinder System

1 Aries Mobile Pathfinder All-in-One Controller, including:

- 1 8.4" color flat screen TV monitor
- 1 Sealed connector for interconnect cable to reel
- 1 Camera controls
- 1 Tractor controls
- 1 Reel controls
- 1 Internal digital video recorder
- 1 VL5000 data display control module:
- 1 Alphanumeric full "QWERTY" keyboard for video titling and report data input
- 1 Storage and transportation case

1 Laptop for reporting purposes

1 Truck mount inter-connect cable tether and hub assembly, cable reel to all-in one control unit

1 Aries PE3430 Pathfinder series zoom, pan & tilt camera w/ high-intensity LED lighting and integrated self-cleaning lens wiper system, including:

- Pathfinder zoom pan and tilt camera w/ multi-axis infinite rotation
- Integrated on-demand self-cleaning lens wiper system
- 120X zoom (10X optical & 12X digital)
- High-resolution 480(V) x 720(H) output
- Auto-focus with manual override
- Auto-iris with manual override
- Maintenance-free forward-facing white LED lighting located in the camera forks
- Maintenance-free directional white LED lighting that follows the camera's field of view
- White balance optimization with (4) selectable settings
- High-sensitivity camera sensor for low-light applications
- "Starlite" low-light level amplification feature with (4) user selectable amplification steps
- Automatic home feature with forks at top and bottom of camera head
- Robust, environmentally sealed camera for use in live pipe, including:
 - Scratch-resistant sapphire lens window
 - Camera recessed behind forks for frontal impact protection
 - Camera housing with hardened metal finishes and non-corrosive metals
 - Recessed fasteners & no camera protrusions
- Proportionately slowed camera movements when zooming
- Fast-check internal pressure monitoring system
- On-screen camera diagnostics functions including:
 - Camera internal pressure, temperature, operating hours, internal power regulated voltage value, camera model, serial number, firmware revision, control error recognition, LED current value.

EQUIPMENT PROPOSAL



- 1 Camera storage and transport case
- 1 Camera nitrogen recharge kit

1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 24" lines,

including:

- 1 Tractor assembly with continuous duty drive motors
- 6 Rubber wheels, 3" diameter
- 4 Rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 4" diameter
- 4 Extended hub rubber wheels, 5" diameter
- 1 Remotely-operated electric camera lifting mechanism
- 1 Fast-check pressure monitoring system
- 1 Rear viewing camera with LED lighting
- 1 512 Hz internal locating beacon
- 1 Integrated inclinometer system
- 1 Storage and transport case
- 1 Set maintenance parts

- 2 Carbide impregnated high traction wheels, 3" diameter**
- 2 Carbide impregnated high traction wheels, 4" diameter**
- 2 Extended hub carbide impregnated high traction wheels, 4" diameter**
- 2 Extended hub carbide impregnated high traction wheels, 5" diameter**

1 Mobile Pathfinder cable and reel assembly, including:

- 1 Lightweight frame with casters and handles
- 1 Drum and motor assembly with clutch and cable level wind assembly
- 1 Sealed continuous contact collector assembly, 12-slip rings minimum
- 1 Distance meter encoder
- 1 Emergency hand crank arm
- 1 Emergency stop push button switch
- 1 1000' of lightweight low friction multi-conductor cable
- 1 AC power switch
- 1 Universal power input plug with cord
- 1 Cable guide roller, removable, handle mounted

2 Operation / maintenance and spare parts manuals

- 1 Maintenance tool kit**
- 1 One year warranty, TV system**
- 1 Day Training by Reliability Point**

Installation in existing Texas City CCTV Truck by Reliability Point. Texas City will deliver truck to Reliability Point, Pasadena TX facility and pick up when completed.

REF Quote Line 2 – Add Large Line Package

- 1 Large diameter pipe kit with geared side rails and 8" diameter rubber tires for operation up to 36" lines**
- 1 Auxiliary detachable light head**

RESOLUTION NO. 20-124

A RESOLUTION APPROVING THE PURCHASE OF A NEW ARIES MOBILE PATHFINDER INSPECTION SYSTEM THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department requests the approval of purchase for a new Aries Mobile Pathfinder Inspection System; and

WHEREAS, funds for this purchase are available through the 2020/2021 Fiscal Year Budget; and

WHEREAS, it is the recommendation of the Public Works Department to award the above mentioned item through BuyBoard (Contract No. 593-19) for the approximate purchase price of \$77,077.00.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase a new Aries Mobile Pathfinder Inspection System through BuyBoard (Contract No. 593-19), for an approximate price of \$77,077.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of November 2020.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(10) (a)

Meeting Date: 11/18/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 20-50, the second reading of an Ordinance granting Enertex NB, LLC, and its successors and assigns, for a period of five (5) years, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system. (Legal and Engineering)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ENERTEX NB, LLC, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF FIVE (5) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF TEXAS CITY, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING THAT THE CITY MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF TEXAS CITY; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE IN CERTAIN CIRCUMSTANCES; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

WHEREAS, Enertex NB LLC is a gas utility under Chapter 121, Texas Utilities Code, and a utility company under Chapter 182, Texas Tax Code;

WHEREAS, Enertex NB LLC desires to serve customers within the corporate limits of the City of Texas City, Texas; and

WHEREAS, Enertex NB LLC and the City desire to set forth the conditions of the use of the City's Public Ways by Enertex NB LLC and the initial rates charged by Enertex NB LLC for its customers within the corporate limits of the City, and other rights and obligations of the City and Enertex NB LLC;

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

SECTION 1. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the following meanings:

- A. "City" means the City of Texas City, in Galveston County, Texas, a Texas home-rule municipality, hereinafter also referred to as "Grantor".

- B. “City Clerk” means the City Secretary of the City or other such officer of the City designated to serve as the filing officer for official documents and records of the City.
- C. “City Council” means the City Council of the City as the governing body of the City.
- D. “City Engineer” means the City Engineer of the City or such other officer of the City designated to approve engineering plans and designs for construction within Public Ways.
- E. “City Manager” means the City Manager of the City or such other chief administrative officer of the City designated to hear appeals from the decisions of other City officers.
- F. “Customer” means any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, or public or private entity located within the municipal corporate limits of the City and serviced by the Grantee through any use of the Public Ways.
- G. “Franchise Fee” or “Franchise Fees” shall mean the sum of fees to be paid to the City by Grantee under Section 11 of this Ordinance.
- H. “Gas Sales” means the sale of natural gas to Grantee’s Customers located within the corporate limits of the City by use of the System.
- I. “Gas Transportation” means the transportation of Transport Gas for redelivery to Customers with re-delivery points located within the corporate limits of the City.
- J. “Grantee” shall mean ENERTEX NB, LLC, a Delaware limited liability company, and its successors and assigns.
- K. “Gross Receipts from Gas Sales” shall constitute and include Grantee’s total receipts from the sale, distribution or transportation of gas to Grantee’s Customers. Grantee’s Gross Receipts from Gas Sales subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas sales or services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas consumed or transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;
 - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
 - [6] receipts for construction advances or contributions in aid of construction;
 - [7] receipts for maintenance of appliances, machinery or equipment;

- [8] receipts for compensation for damage to Grantee's property;
 - [9] receipts from sales of materials, appliances or equipment, and
 - [10] receipts from any non-regulated utility or non-regulated services or products.
- L. "Gross Receipts from Gas Transportation" shall constitute and include Grantee's total receipts from its transportation of Transport Gas, consisting of receipts from cost of service. Grantee's Gross Receipts from Gas Transportation subject to the Franchise Fee shall specifically exclude, without limitation:
- [1] receipts from gas transportation services to Customers located at delivery points outside the corporate limits of the City;
 - [2] receipts from gas transported by Grantee for its own use;
 - [3] bad debt or uncollected accounts;
 - [4] receipts collected for gas utility taxes;
 - [5] receipts for any taxes, assessments, charges or fees of any kind charged by a governmental entity and collected by Grantee from the Customer by a pass through charge on the gas bill, except for Franchise Fees and gross receipts taxes;
 - [6] receipts for construction advances or contributions in aid of construction;
 - [7] receipts for maintenance of appliances, machinery or equipment;
 - [8] receipts for compensation for damage to Grantee's property; and
 - [9] receipts from any non-regulated utility or non-regulated services or products.
- M. "Public Ways" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the city has an interest or over which the city has jurisdiction.
- N. "System" means Grantee's system of mains, pipelines, conduits, valves, feeders, regulator stations, laterals, service lines, measuring devices, and all other necessary plants, attachments, land, structures, facilities and appurtenances for the purpose of selling, storing, supplying, conveying, transmitting, distributing, and/or transporting natural gas and any gas, including the equivalent substitutes, for all other lawful purposes in, through, upon, and under the Public Ways within the municipal corporate limits of the City.
- O. "Transport Gas" means gas owned or controlled by a user or its designee (i.e., gas that is purchased or otherwise acquired by a user from someone other than Grantee) and delivered by such user or its designee to Grantee at a point on Grantee's System, such point of delivery to be defined by Grantee, and carried, delivered or transported through Grantee's

System at a point of redelivery within the municipal corporate limits of the City by Grantee to the user for a fee.

P. "Utility Regulated Service Charges" shall consist of charges for services (but not for natural gas sales or transportation services) that:

[1] Grantee provides to its Customers located within the corporate limits of the City and

[2] which are or may, from time to time, become subject to the rate regulation of the applicable regulatory authority.

Such Utility Regulated Service Charges shall not include receipts by Grantee from its Customers in the City, if applicable, for appliance sales, appliance light-ups, maintenance of Customer equipment or facilities, and any other receipts that are not legally subject to the rate regulation of the applicable regulatory authority.

SECTION 2. GRANT OF FRANCHISE

A. Subject to the terms and conditions of this Franchise Ordinance, the Grantor hereby grants to Grantee for an initial term of five (5) years from the effective date of this Ordinance, the right to enter upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas to Customers and the public generally within the municipal corporate limits of the City, and including any territory that the City may hereafter annex, acquire, purchase; and to distribute, sell, store, supply, transport, carry and/or convey natural gas and any gas through Grantee's System in the City to other cities, towns, communities and areas outside the City and to inhabitants thereof, for the full term of this Franchise Ordinance. This Franchise does not authorize Grantee to use any property owned by the City that is not a Public Way.

B. The Ordinance shall have the effect of and shall be a contract between Grantor and Grantee and shall be the measure of the rights and liabilities of Grantor as well as Grantee.

C. The Franchise granted by this Ordinance shall in no way affect or impair the present or future rights, obligations, or remedies of the City or Grantee under the Texas Gas Utility Regulatory Act, as amended.

SECTION 3. FRANCHISE ASSIGNMENT, SALE OR LEASE

Grantee is expressly given the power and privilege to sell, transfer or assign the franchise granted hereby, or any part of this franchise, to any person, entity or corporation, but only with the prior written approval of the City Council expressed by ordinance; *provided*, however, that Grantee may sell, transfer or assign the franchise granted hereby, or any part of this franchise, to an affiliate of Grantee without further action or approval by Grantor. An assignment to an affiliate of Grantee under this paragraph is not effective unless Grantee notifies the City of such assignment and provides the following information: (i) name, address, phone number, and email address for the primary contact person of such affiliate assignee; and (ii) information sufficient to establish that such affiliate assignee qualifies as an assignee under this paragraph. For purposes of this

paragraph, an “affiliate” of Grantee is any person or entity that directly or indirectly owns or controls, that is directly owned or controlled by, or that is under common ownership or control with Grantee.

SECTION 4. USE AND REPAIR OF THE PUBLIC WAYS

- A. Grantee’s System shall be erected, placed, extended, repaired, laid or otherwise installed, operated and maintained in such a manner as will, consistent with reasonable necessity, cause the least interference with other existing public uses of the Public Ways, including but not limited to existing sewer, water, pipes, electricity, telephone wires, public or private drains, and any other facilities within the City and also including those utilities granted by franchise or permit by the City.
- B. In exercising Grantee’s rights under this Ordinance, Grantee shall comply with all applicable laws, rules, and regulations of the City and the State of Texas, including but not limited to complying with the City’s permitting requirements in Section 13.06 of the City Code for work done in the Public Ways.
- C. After any excavation or disturbance, Grantee shall, with due diligence and dispatch, place the Public Way in a condition in compliance with the City’s reasonable standards and specifications. Grantee shall be responsible for the repair or maintenance incurred as a result of any defects, impairments, or substandard condition in any Public Way caused by the work of Grantee for one (1) year from the date the surface of said Public Way is broken for such construction or maintenance work, after which time, the responsibility for the maintenance or repairs shall become the duty of the Grantor. No street shall be encumbered for a longer period than shall be necessary to execute the work.

SECTION 5. REGULATION OF SERVICE

The System of Grantee shall at all times be installed, operated and maintained in accordance with accepted good practice and in such condition as will enable the Grantee to furnish adequate and continuous service as required by the orders, rules and regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction. The requirements set forth in this Section shall not relieve Grantee of any other obligations set forth in this Ordinance.

SECTION 6. DEPTH OF PIPELINES

After the effective date of this franchise, Grantee’s main or lateral lines installed or replaced in Public Ways shall be installed or replaced at depths which comply with all applicable city, state and federal rules and regulations establishing minimum safety standards for the design, construction, maintenance and operation of pipelines. Depth shall be measured from the lower of existing grade or proposed future grade as set forth on plans or other specifications existing at the time such lines are installed or replaced.

SECTION 7. DUTY TO MOVE OR ALTER LINES

- A. Grantor reserves the right to lay or permit to be laid cables, electric conduits, water, sewer, gas or other pipelines and to do or permit to be done any underground work deemed necessary and proper by the Grantor, along, across, over or under the Public Ways.
- B. When Grantee is required by Grantor to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets and alleys by the Grantor, and Grantee is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through Grantor, then Grantee's costs and expenses shall be included in any application by Grantor for reimbursement. Grantee will provide the Grantor its appropriate cost and expense documentation prior to the filing of the application.
- C. When Grantee is required to remove or relocate its mains, laterals or other facilities to accommodate construction or improvement of a highway, street, alley, Public Way, or other public work by the Grantor without reimbursement or to otherwise accommodate Grantor under Sections 7 (including Section 7(E)) and 20 of this Ordinance without reimbursement, Grantee shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 of the Texas Utilities Code or any other applicable law or regulations.
- D. If Grantor shall require the Grantee to adapt or conform its System or in any way to alter, relocate or change its property to enable any other person, firm, corporation or entity (whether public or private), other than the Grantor, to use the Public Ways, the Grantee shall be reimbursed by the person, firm corporation or entity desiring or occasioning such change for any and all loss, cost or expense occasioned thereby.
- E. If the City requires Grantee to remove, alter, change, adapt, or conform the System for street widening, street straightening, or changes in the grade or contours of a street, alley or other Public Way, or construction of a water pipe, gas pipe, sewer, or other City-owned structure, then Grantee shall make the alterations or changes as soon as practicable when requested in writing by the City, without claim for reimbursement or damages against the City.

SECTION 8. INDEMNIFICATION

Grantee and its successors and assigns shall indemnify, save, defend, protect and hold City and its agents, successors, assigns, legal representatives, employees, contractors, elected and non-elected officials and officers harmless from and against any and all claims, damages, losses, liabilities, demands, costs, causes of action, settlements, awards, penalties, fees assessments, fines, charges, demands, liens, punitive damages, attorney fees and judgments of every kind or character, known or unknown, fixed or contingent (collectively "Claims") arising out of the acts or omissions of the Grantee, its servants, agents, employees, contractors, subcontractors, licensees, or any other person or entity in connection with the Grantee and the operation of this franchise, including without limitation any claims arising from tort, personal injury, death, property damage or nuisance,

provided however, that in the event of such claim or claims being prosecuted against the City, Grantee shall have the right to defend against the same, and to settle or discharge same in such manner as it may see fit, and the City shall give prompt written notice to Grantee of the presentation or prosecution of such claims. The indemnity provided for in this paragraph shall not apply to any Claims or liability resulting from the acts, omissions, or negligence of the City, its agents, legal representatives, employees, contractors, elected and non-elected officials and officers or any other person or entity in connection with the City.

SECTION 9. GRANTEE'S RULES AND REGULATIONS

- A. The Grantee shall have the right to make and enforce such reasonable rules and regulations as it may deem necessary for the extension of its facilities, the sale of its gas and the conduct of its business, provided that such rules and regulations shall neither be in conflict with the laws of the State of Texas, with the orders, rules or regulations of the Railroad Commission of Texas or other regulatory authority having jurisdiction, nor with the ordinances, charter and regulations of the Grantor insofar as they are consistent with the jurisdiction of the Railroad Commission of Texas or such other regulatory authority.
- B. Grantee shall supply natural gas and provide regulated services at the rates and under the terms and conditions specified by such rules, any tariffs filed with the appropriate regulatory authority, and as provided herein. Grantor hereby approves Grantee's initial rates, terms and conditions of service applicable to Customers within the City, which shall be equivalent to the rates, terms and conditions of service Grantee provides to "environs" customers within Galveston County but outside the corporate limits of the City, as set forth in Grantee's tariff for natural gas distribution service as currently filed with the Railroad Commission of Texas, available on the Railroad Commission of Texas's website,¹ and attached to this franchise as Exhibit A, except that any sales tax, gross receipts tax, any other applicable taxes under state or local law, and the franchise fees authorized concurrently with this rate ordinance would be collected at the rates applicable to City customers. Grantee agrees to reimburse Grantor for Grantor's reasonable, documented expenses for professional services related to this franchise and rate approval pursuant to Texas Utilities Code § 103.022, in an amount up to but no more than two thousand, five hundred dollars (\$2,500.00).
- C. By no later than June 30, 2021, Grantee shall file a general rate case with the City. For all rate classes, during the term of this franchise, Grantee may not charge rates within the corporate limits of the City that exceed 5% of the rates charged by any other gas utility providing service within the City.

SECTION 10. INSPECTION OF RECORDS

Grantee shall permit Grantor or its agents to inspect, examine and audit, during regular business hours, the books, papers and records kept by Grantee in the ordinary course of business and

¹ http://www.old.rrc.texas.gov/data/gasservices/gastariffs/gfr0048b_9525.pdf (last visited March 5, 2020)

pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases identifying Grantee's pipelines in the City, and the books and records necessary to verify the franchise fee payment provided for in Section 11 hereof. Notwithstanding the obligation herein, Grantee shall have the right to the reasonable protection of proprietary information and to provide redacted documents or require Grantor or its agents to enter into such agreements pertaining to confidentiality as may reasonably protect the proprietary information of Grantee but which do not unreasonably frustrate the purposes of this Section.

SECTION 11. CONSIDERATION FOR FRANCHISE: FRANCHISE FEE

A. Upon Grantee first entering upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas, as full consideration for the rights and privileges conferred by this Ordinance, Grantee agrees to pay Grantor as follows:

- [1] Grantee shall collect the Franchise Fee from its Customers and shall pay Grantor a Franchise Fee the sum of which is equal to Five Percent (5%) of the Gross Receipts received by Grantee, per billing period, from the transportation, distribution, and sale of natural gas for consumption within the municipal corporate limits of the City. The Franchise Fee shall include only Gross Receipts from Gas Sales to Customers located in the City; Gross Receipts from Gas Transportation to Transport Gas Customers with re-delivery points located in the City; plus, Gross Receipts from Utility Regulated Service Charges. All sums due from Grantee shall be in lieu of all other franchise fees, licenses, or occupational taxes, which may be levied or attempted to be levied on Grantee by the City.
- [2] Grantee shall pay such Franchise Fee collected from its Customers to the Grantor under the terms of this Ordinance, based upon meters read on or after the effective date of this Ordinance. During the term of this Ordinance, Grantee shall collect from its Customers and pay the City on the 15th of the months of January, April, July, and October for the preceding three months. Grantee shall include with the Franchise Fee payment a statement showing its collections of Gross Receipts from Gas Sales and Gas Transportation in the City, and Utility Regulated Service Charges in the City, including the calculation of the Franchise Fee for the subject time period. Collection and payment of Franchise Fee shall be final as to both parties unless questioned by written notice provided by one party to the other within one year after payment thereof has been made.

It is expressly agreed that the Franchise Fee payments shall be in lieu of any payments for the right to use the Public Ways or other public rights-of-way of the City, including expressly the charge permitted to be levied by the **Texas Tax Code Sections 182.025-and 182.081- 182.082**, or any successor statute permitting such a charge, however designated. The Franchise Fee shall be in lieu of and accepted as payment of all of Grantee's obligations to pay all other franchise fees, licenses, easement or occupation taxes, levies, exactions, rentals, franchise fees, easement taxes, or charges of any kind whatsoever which may be levied or attempted to be levied in general by the City for the use of City's Public Ways and other rights-of-way, with the sole exception of sales taxes, ad valorem taxes,

special assessments which are made without reference to or dependence upon Grantee's franchise or occupancy of the streets and public right of way, e.g., special assessment paving liens, and construction permit application fees.

The rights, privileges, and franchises granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time as it may see fit, like privileges, rights, and franchises to any other person or corporation for the purpose of furnishing gas in the City.

Unless expressly set forth herein, or otherwise provided by law, by accepting this Ordinance, Grantee does not agree to be responsible for the payment of franchise fees other than as expressly set forth herein, or for the payment of franchise fees owed to the City by any other entity, corporation or firm.

SECTION 12. CONDITIONS OF FRANCHISE

This contract, franchise, grant and privilege is granted and accepted under and subject to all applicable laws and under and subject to all of the orders, rules, regulations, ordinances, and those provisions contained in the Grantor's home-rule charter now or hereafter adopted by governmental bodies now or hereafter having jurisdiction.

To the extent that all or any other existing ordinance shall conflict with any provision of this Ordinance, this Ordinance shall prevail upon passage, adopting and acceptance of this Ordinance.

In addition to all other rights, powers and remedies retained by the Grantee and Grantor under this Franchise Agreement or otherwise, in the event a dispute arises regarding the obligations under this Franchise Agreement, the Grantor shall give written notice specifying the nature of the dispute to the Grantee. The Grantee shall have 45 days from receipt of such notice to remedy the dispute. If the cure cannot reasonably be completed within such 45-day period, commercially reasonable best efforts to complete such cure shall be used. In the event a remedy does not occur, the Grantor shall give 20 days written notice of intent to pursue additional judicial and/or legal remedies to the Grantee, including but not limited to injunctions to prevent breaches of this Franchise Agreement and to enforce specifically the terms and provisions of this Franchise Agreement. Actions taken by Grantee in order to comply with then-current laws and regulations shall not be considered grounds for a dispute hereunder. Nothing herein shall be construed to limit Grantee's or Grantor's right to seek judicial determination of a breach of this Franchise Agreement.

SECTION 13. INVALIDITY OF ORDINANCE

If any clause, sentence, or section of this Ordinance shall be held to be invalid, it shall not affect the remaining portions of this Ordinance, which shall remain valid and effective as if such invalid provision did not exist, although the parties shall be entitled to a judicial interpretation or construction of this Ordinance to address the validation of such provision by minimal amendment thereof. Further, should any governmental body now or hereafter having jurisdiction determine that Grantee shall not be permitted to collect in whole or in part the compensation due Grantor by others for Transport Gas as set forth in Paragraph (2) of Subsection A of Section 11 of this Ordinance, Grantee shall thereafter have no obligation to make such payment to Grantor and

Paragraph (2) of Subsection A of Section 11 shall be of no force and effect with regard to the sale of Transport Gas.

SECTION 14. EFFECTIVE DATE AND TERM

This ordinance shall take effect and be in full force immediately from and after thirty (30) days after the date of its final passage.

SECTION 15. NOTICE OF ORDINANCE

Full text of Ordinance shall be published once, within fifteen (15) days following passage, in a newspaper of general circulation in the City, and the expense of such publication shall be borne by the prospective franchise holder.

SECTION 16. ACCEPTANCE BY GRANTEE

Grantee shall have thirty days from the execution of this Ordinance within which to file in the office of the City Clerk its consent to and written acceptance of the provisions and conditions of this Franchise Ordinance.

SECTION 17. REPEALER

Each and every other ordinance or part thereof which is directly in conflict with any provision herein as to the grant of a franchise for natural gas services and the regulation thereof is hereby repealed to the extent of such conflict.

SECTION 18. SEVERABILITY

That it is hereby declared that the sections, articles, subsections, paragraphs, sentences, clauses, and phrases of this ordinance are severable and if any phrase, clause, sentence, paragraph, subsection, article, or section of this ordinance shall be declared void, ineffective, or unconstitutional by a valid judgment or final decree of a court of competent jurisdiction, such voidness, ineffectiveness, or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, articles, or sections of this ordinance since the same would have been enacted by the City Council without the incorporation herein of any such void, ineffective, or unconstitutional phrase, clause, sentence, paragraph, subsection, article, or section.

SECTION 19. NO WAIVER OF POWER.

In granting this Franchise, the City does not waive its regulatory powers or any other rights under the City's Charter as it now exists or as it may later be amended, nor any rights under the Constitution and laws, present and future, of the State of Texas, nor any of its rights under future ordinances which are not in conflict herewith. The enumeration of special duties required of the Grantee shall not be construed as a limitation of the powers and duties conferred upon the City by its Charter or by the Constitution or laws of the State of Texas, or any present or future ordinances; and the Grantee shall perform all duties required by of it by the City Charter, by any valid ordinances not in conflict herewith adopted by the City, and by the laws of the State of Texas.

SECTION 20. CITY RESERVES POWER

The City retains exclusive control over its streets, including (without enumerating all of its powers and without limiting its other powers) the power to lay out, establish, open, alter, widen, lower, elevate, extend, grade, abandon, discontinue, abolish, close, sell, pave, supervise, maintain and improve all of its streets and to construct, maintain and repair sewer pipes, water mains, drainage systems and other public works within its streets. In the exercise of such powers, the City may, whenever it deems it to be necessary, require the Grantee to alter, lower, elevate, relocate, or remove its pipelines in any such street, as and when required by the City. Such alterations to the Grantee's systems shall be made at Grantee's expense, subject to the Grantee's right to recover such costs from the ratepayers within the City pursuant to Section 104.112 of the Texas Utilities Code.

SECTION 21. VENUE

This franchise agreement is performable in Galveston County, Texas and in the event of a dispute between such parties hereto, by agreement of such parties, venue shall be established in the state courts of Galveston County, Texas.

SECTION 22. ANNEXATIONS

Grantor shall promptly notify Grantee in writing of areas newly annexed into or de-annexed from the corporate limits of Grantor, and Grantee shall update its records for the purpose of payment of franchise fees as soon as reasonably practicable after receiving such notice. Upon receipt of notice of annexation from the City, Grantee shall have sixty (60) days to begin collecting and paying the Franchise Fee for any revenues received from Grantee's customers residing in the newly annexed territories.

SECTION 23. RENEWAL OF FRANCHISE

This Franchise shall become effective upon the effective date described in Section 14 and shall be in full force and effect for a term of five (5) years. Thereafter, the term of this Franchise shall automatically renew for successive one (1) year terms unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the then-existing term that it does not wish to renew the term of this Franchise.

SECTION 24. PROOF OF LIABILITY TO PERFORM UNDER THIS FRANCHISE

At the City's request, the Grantee will provide a copy of its Annual Report to the City Manager each year as proof of its financial ability to perform the duties required by this franchise.

SECTION 25. INSURANCE

During the term hereof, but only upon Grantee first entering upon the Public Ways to install, operate and maintain a System along, across, over and under the Public Ways for the privilege of transporting, distributing and/or selling gas, the Grantee shall maintain one or more policies of general liability insurance having policy limits of not less than \$5,000,000.00 per occurrence. A certificate of insurance and a complete copy of the insurance policy including all riders, exhibits,

amendments, and attachment shall be provided to the City annually and upon any substantial change in the nature of the coverage under this section. Grantee's insurance shall insure against the risks undertaken pursuant to this Ordinance, including indemnification of the City under Section 8.

SECTION 26: MOST FAVORED

In the event that:

- A) Grantee agrees to a franchise with any other municipality on terms more advantageous to that municipality than the terms contained in this Franchise, or
- B) Grantor agrees with any other utility operating within its corporate limits to a franchise that includes terms more advantageous to Grantor than the terms contained in this Franchise,

then Grantor shall have the right to amend this Franchise to reflect that term or terms. Such change to the Franchise shall become effective 60 days after Grantor provides notice to the Grantee of the other city or utility whose franchise contains the more advantageous term, and of the specific term giving rise to the amendment under this Section. The foregoing shall not apply to a franchise payment in excess of 6% of gross receipts agreed to in another franchise. In the event that either Grantor or Grantee agree to a franchise payment with another city or utility in excess of 6% of gross receipts, Grantor and Grantee will undertake good-faith negotiations to increase the Franchise Fee at a mutually-agreeable amount.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEXAS CITY TEXAS, TEXAS, THIS _____ DAY OF _____, 2020.

MAYOR

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

The above and forgoing Franchise Ordinance and the grants, franchise, powers, rights and privileges thereto were accepted by Grantee this ____ day of _____, 2020.

ENERTEX NB, LLC

By: _____

Name: _____

Title: _____

DRAFT

CITY COMMISSION REGULAR MTG

(10) (b)

Meeting Date: 11/18/2020

Amend City's fiscal year 2020/2021 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ord. No. 20-51, amending the City's fiscal year 2020/2021 budget to fund design and construction of a section of Brown Drive. (Finance)

BACKGROUND

TCISD is moving forward with plans for a new Middle School to be located at the southwest corner of Monticello Dr and Vauthier. Vehicle access into the school site can be significantly enhanced by utilizing an unimproved public right-of-way (Brown Drive) that is adjacent to the west boundary of the school site. Currently no roadway exists and Brown Drive will need to be designed and constructed in anticipation of the Middle School project. The Interlocal agreement provides for shared funding of the costs associated with designing and constructing approximately 1000 feet of a new concrete curb and gutter roadway.

Commission approved Resolution No. 20-119. See the attached resolution, interlocal agreement, and aerial image.

This ordinance is to amend the fiscal year 2020/2021 budget to fund the design and construction of Brown Drive.

ANALYSIS

Budget Amendment:

General Fund (101); Dept.: Street & Bridge (301):

Street Improvements	\$990,890
Payment from TCISD	(\$495,445)
Unassigned Fund Balance	(\$495,445)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance
Exhibit A
picture
Resolution

ORDINANCE NO. 20-51

AN ORDINANCE AMENDING ORDINANCE NO. 20-35 ADOPTING THE 2020-2021 FISCAL YEAR BUDGET TO BUDGET TO APPROPRIATE THE FUNDING FOR DESIGN AND CONSTRUCTION OF A SECTION OF BROWN DRIVE; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 20-35 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2020-2021; and

WHEREAS, a budget amendment is needed to appropriate the funding for design and construction of a section of Brown Drive.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2020-2021 of the City of Texas City, Texas, is hereby amended as follows:

General Fund (Fund 101) Dept.: Street & Bridge (301):

Street Improvements	\$990,890.00
Payment from TCISD	(\$495,445.00)
Unassigned fund balance	(\$495,445.00)

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 18th day of November 2020.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is made and entered into as of _____, 2020 (the “Effective Date”), by and between Texas City Independent School District (the “District” or “TCISD”), acting by and through its Board of Trustees; and the City of Texas City, Texas (the “City”), acting by and through its Mayor. Collectively, the District and the City may be referred to herein as the “Parties” and individually, as a “Party.”

WHEREAS, both Parties to this Agreement are governmental entities in the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, the District is the owner of educational facilities (“School Facilities”) currently located or to be located on land owned by the District, within the City of Texas City, Texas, as described in Exhibit A, attached hereto and incorporated herein by reference (the “TCISD Site”); and

WHEREAS, the City has a legitimate interest in promoting the efficient construction, and maintenance of School Facilities for the benefit of residents of the City whereby such citizens will be able to reap the educational benefits that access to School Facilities will provide; and

WHEREAS, the Parties agree to participate jointly in the development of certain infrastructure necessary for the School Facilities, and, by this Agreement, wish to memorialize the understandings of the Parties as it relates to such development;

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration as described herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Permits. The City shall cooperate in the processing of District’s building and related permit applications for the development of the TCISD Site. District acknowledges that payment of standard fees associated with the issuance of such permits shall be required in connection with the development of the TCISD Site.

2. Development. The District and the City shall share the designing, construction of, and inspection services for a public road that will provide access to a new middle school to be constructed by the District (“Public Roadway”). The “Public Roadway” will be concrete curb and gutter, and be approximately 1000 feet in length, providing access to the District’s parking area, and 38 feet wide providing for two travel lanes with a continuous left-turn-lane. The City shall be fully responsible for all aspects of designing, constructing, inspecting, and managing the “Public Roadway” project. The City will consult with the District and keep the District reasonably informed regarding design and construction, including providing reasonable access to information and documents related to the Public Roadway project.

3. Cost(s). The cost(s) of the design, construction, and inspection services of the new “Public Roadway” will be shared equally (50/50) by the District and the City. That total

project cost is estimated to be \$990,890 as shown in Exhibit B. The District's total cost for this project is capped at \$495,445. The City will be responsible for all additional costs to complete the project. The Parties hereby agree that each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

4. Dedication and Maintenance. As further consideration for the mutual covenants contained herein, the District agrees, within ninety (90) days following the completion of construction of the Public Roadway, to convey to the City, by separate recordable instrument to be approved by the TCISD Board of Trustees, any right(s), title or interest(s) in the Public Roadway, if needed. Upon the conveyance to the City of the Public Roadway, the City hereby agrees that it shall be solely responsible for the maintenance and operation of such facilities and language reflecting this obligation shall be included in the recordable instrument making such conveyance to the City.

5. Further Assurances. Except as otherwise provided in this Agreement, the City shall not require any conveyances or dedications to be granted to the City, nor shall the City require any assessments, additional impact fees or costs sharing in connection with the current or future development of the TCISD Site.

6. Notices. Notice or demand to any Party, as required by this Agreement, shall be in writing and delivered by certified mail, return receipt requested, or personal delivery as follows:

If to the DISTRICT:

Superintendent
Texas City Independent School District
1700 - 9th Avenue North
Texas City, Texas 77590

If to CITY:

Mayor
City of Texas City
1801 - 9th Avenue North
P.O. Box 2608
Texas City, Texas 77592

7. No Waiver. The failure of any Party hereto to insist, in any one or more instances, upon performance of any of the terms, provisions, or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, provision, or condition by the other Party hereto; the obligation of such Party with respect to such future performance shall continue in full force and effect.

8. No Oral Modifications. This Agreement may not be altered, amended, or modified in any way except in writing executed by all the Parties. All written modifications of this Agreement, including appended and substituted Exhibits shall supersede all previous versions of this Agreement.

9. Applicable Law. This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations, and/or ordinances of the State of Texas, the County of Galveston, the City of Texas City, and the Board policies of the District (collectively, “Applicable Laws”), without regard to the conflicts of laws provisions of the State of Texas. In performing the obligations required of them under the terms of the Agreement, the Parties will comply with all Applicable Laws.

10. Attorney’s Fees. In the event of a dispute arising from this Agreement, the non-prevailing party shall be responsible for the prevailing party’s costs and expenses of dispute resolution or litigation incurred by the prevailing party, including reasonable attorneys’ fees.

11. No Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable in whole or in part or bestow any rights or benefits upon any third parties.

12. Section Headings. The section headings inserted in this Agreement are for convenience only and are intended to, and shall not be construed to, limit, enlarge, or affect the scope of this Agreement, nor the meaning of any provision hereof.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

14. Execution Date. The term “Execution Date” is the date duly authorized representatives of both Parties have signed this Agreement, as authorized by their respective governing bodies.

15. Third Parties. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

16. Entire Agreement. This Agreement constitutes the sole agreement of the Parties regarding the subject matter hereof and supersedes any other oral or written understandings or agreements.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the day and year first above written.

TEXASC TIY INDEPENDENT SCHOOL
DISTRICT, a Texas political subdivision

CITY OF TEXAS CITY,
a home-rule municipality

By: _____
Name: _____
Title: _____

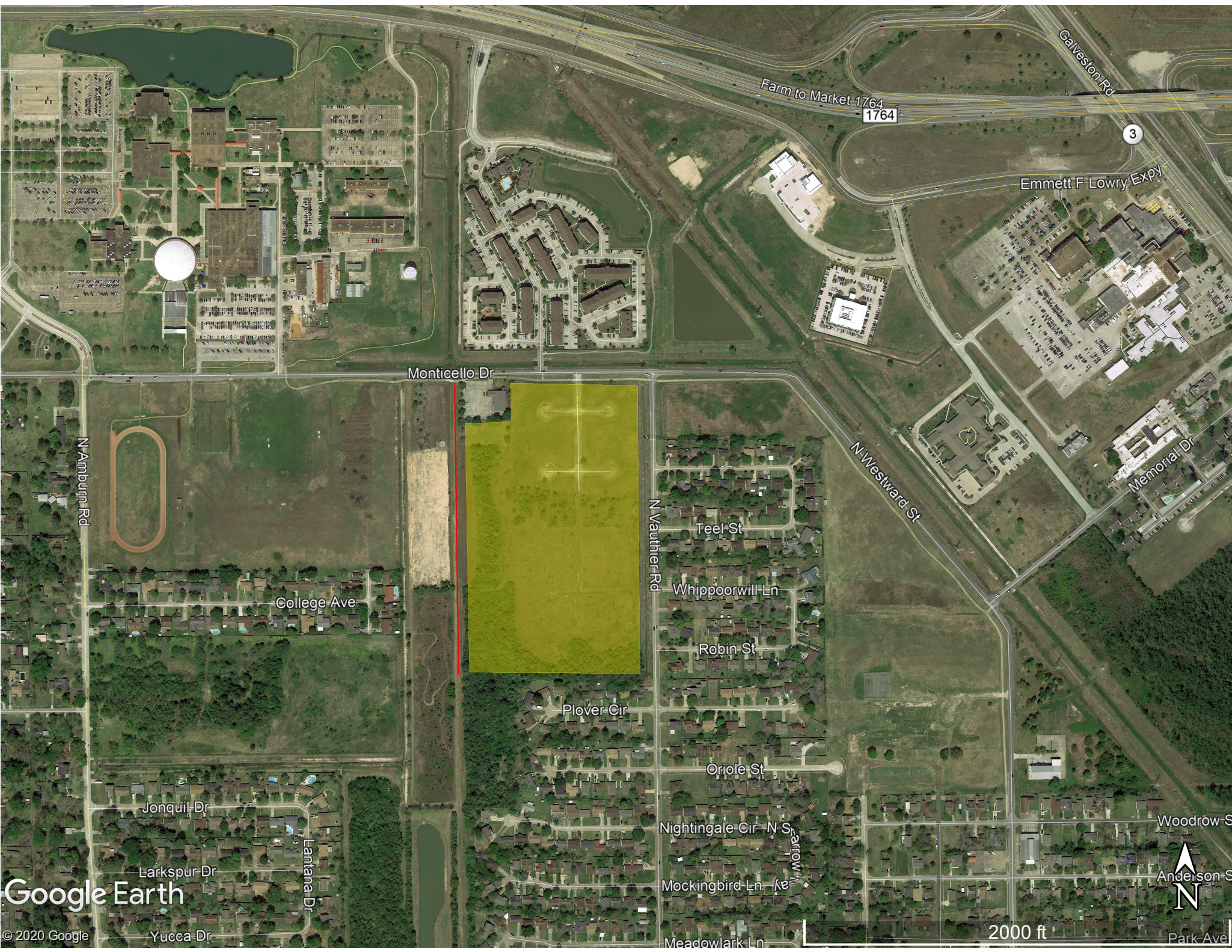
By: _____
Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



Google Earth

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2000 ft

Park Ave

Anderson S

Woodrow S

Farm to Market 1764
1764

Emmett F Lowry Expy

3

Garveston Rd

Monticello Dr

N Amourin Rd

College Ave

N Vauthier Rd

Teel St

Whippoorwill Ln

Robin St

Plover Cir

Oriole St

Nightingale Cir N S

Mockingbird Ln

Meadowlark Ln

N Westward St

Memorial Dr

Jonquil Dr

Larkspur Dr

Yucca Dr

Lantana Dr

RESOLUTION NO. 20-119

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A INTERLOCAL CONTRACT BETWEEN THE CITY OF TEXAS CITY AND TEXAS CITY INDEPENDENT SCHOOL DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Independent School District is moving forward with plans for a new Middle School to be located at the southwest corner of Monticello Dr. and Vauthier. Vehicle access into the school site can be significantly enhanced by utilizing an unimproved public right-of-way (Brown Drive) that is adjacent to the west boundary of the school site. Currently no roadway exists and Brown Drive will need to be designed and constructed in anticipation of the Middle School project. This Interlocal agreement provides for shared funding of the costs associated with designing and constructing approximately 1000 feet of a new concrete curb and gutter roadway; and

WHEREAS, the City Engineer is recommending that the City of Texas City enter into an Interlocal Agreement with the Texas City Independent School District.

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

SECTION 1: That the City Commission hereby authorizes the Mayor to execute an Interlocal Contract between the City of Texas City and the Texas City Independent School District, in substantially the same form as the agreement attached hereto in **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 4th day of November 2020.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney