

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 2, 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, please use the following instructions.

Dial: +1 346 248 7799 OR 877 853 5257 (Toll Free) OR 888 475 4499 (Toll Free)
Webinar ID: 871 7990 6264

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 participate in public comments.

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) PROCLAMATIONS AND PRESENTATIONS

(a) Retirement
Nicholas Finan

Administration

12 years

(b) Vera Gary - 95th Birthday Presentation

(5) REPORTS

(a) Utilities Customer Service (Water Department)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for November 17, 2020, and November 18, 2020 meetings. (City Secretary)

(b) Consider and take action on Resolution No. 20-126, appointing and/or re-appointing members to the Texas City Economic Development Corporation. (Economic Development)

(c) Consider and take action on Resolution No. 20-127, appointing and/or re-appointing members to the Planning Board. (Management Services)

(d) Consider and take action approving Resolution No. 20-128, approving the awarding of Bid No. 2020-089 Stationery Items. (Purchasing)

(e) Consider and take action on Resolution No. 20-129, approving the purchase and installation of a new ornamental fence for Heritage Square Park from Foster Fence, LTD through BuyBoard (Contract No. 577-18), a local government purchasing cooperative. (Recreation and Tourism)

(f) Consider and take action on Resolution No. 20-130, approving and awarding the 25th Ave. N. Lighting Project to Crescent Electric under BuyBoard Contact No. 558-18. (Public Works)

(g) Consider and take action on Resolution No. 20-131, appointing and/or re-appointing members to the City of Texas City's Audit Committee. (Mayor)

(8) REGULAR ITEMS

(a) Consider and take action on Ordinance No. 20-50, the third and final 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. 20-52, amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department," Section 32.009 "Police Department; Classes of Positions," by amending the classification of Corporals/Police Officers to Police Officer and increasing the number of positions within the classification of Police Officers by six; prescribing the number of positions with each classification of the classified service of the Police Department. (Police Department)

(c) Consider and take action on Ordinance No. 20-53, amending the City's fiscal year 2020-21 Budget to appropriate funds for the purchase of a vehicle for the new part-time city marshal. (Finance)

(9) MAYOR'S COMMENTS

(10) COMMISSIONERS' COMMENTS

(11) 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 WEDNESDAY, NOVEMBER 25, 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: 12/02/2020

Retirement

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Retirement

Nicholas Finan

Administration

12 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 12/02/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for November 17, 2020, and November 18, 2020 meetings.
(City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

Minutes 2

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DATE – 5:00 P.M.

KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 18, 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 5:03 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Dedrick Johnson, Sr., Mayor
Thelma Bowie, Commissioner At-Large
Kevin Yackly, Commissioner At-Large
Keith Henry, Commissioner District 1
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION

Pastor Walter Abernathy.

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)

Thelma Bowie was nominated by Mayor Dedrick Johnson, Sr. to serve as Mayor Pro Tem.

Motion by Commissioner At-Large Kevin Yackly, Seconded by Commissioner District 1 Keith Henry

Vote: 7 - 0 CARRIED

5. PROCLAMATIONS AND PRESENTATIONS

- a. 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

6. REPORTS

- a. Library Report (Library)

Luke Alvey, Library Director, gave a PowerPoint presentation about the Moore Memorial Library.

7. PUBLIC COMMENTS

None.

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.

Doug Kneupper, City Engineer, gave a presentation showing areal maps and tentative site plans.

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 2 Felix Herrera

Vote: 7 - 0 CARRIED

9. CONSENT AGENDA

Motioned by Commissioner Jami Clark and seconded by Commissioner Felix Herrera to approve Consent Agenda items a, b, c, d, and e.

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

Vote: 6 - 1 CARRIED

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

Vote: 6 - 1 CARRIED

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

Vote: 6 - 1 CARRIED

- 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)

Vote: 6 - 1 CARRIED

- 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)

Vote: 6 - 1 CARRIED

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)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Dorthea Jones Pointer

Vote: 7 - 0 CARRIED

- 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)

Motion by Commissioner District 3 Dorthea Jones Pointer, Seconded by Commissioner At-Large Thelma Bowie

Vote: 7 - 0 CARRIED

11. MAYOR'S COMMENTS

Mayor Johnson stated that the Fire Department passed their bi-annual inspections.

12. COMMISSIONERS' COMMENTS

Each Commissioner thank Texas City residents and staff for their support and kindness during this administrative transition.

STAFF COMMENTS

Dennis Harris, Recreation and Tourism Director, stated that there will be no Christmas parade this year.

13. ADJOURNMENT

Having no further business, Commissioner Dorthea Jones Pointer made a MOTION to ADJOURN at 5:37 p.m.; the motion was SECONDED by Commissioner Jami Clark. All present voted AYE. MOTION CARRIED.

DEDRICK JOHNSON, SR., MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY OF TEXAS CITY
SPECIAL CALLED CITY COMMISSION MEETING

MINUTES

NOVEMBER 17, 2020 - 5:00 P.M.

CHARLES T. DOYLE CONVENTION CENTER
2010 5TH AVENUE NORTH
Texas City, TX 77590

(1) ROLL CALL

Present: Dedrick Johnson, Mayor
Thelma Bowie,
Commissioner At-Large,
Mayor Pro Tem
Kevin Yackly, Commissioner
At-Large
Keith Henry, Commissioner
District 1
Felix Herrera, Commissioner
District 2
Dorthea Jones Pointer,
Commissioner District 3
Jami Clark, Commissioner
District 4
Matthew T. Doyle, Mayor
Bruce Clawson,
Commissioner At-Large
Earl Alexander,
Commissioner District 1
Abel Garza, Jr.,
Commissioner District 2

Absent: Phil Roberts, Commissioner
At-Large, Mayor Pro Tem

(2) POSTING OF THE COLORS

Posted by the Texas City Police
Department and Texas City Fire
Department.

(3) INVOCATION

Led by

(4) PLEDGE OF ALLEGIANCE

Led by Commissioner Bruce Clawson.

(5) PRESENTATIONS

(6) CANVASSING ELECTION RESULTS

- (a) Consider and take action on Resolution NO. 20-120, canvassing the election returns for the City's General Election held on Tuesday, November 3, 2020.

Motion was made by Commissioner Bruce Clawson. The motion was seconded by Commissioner Earl Alexander and Commissioner Abel Garza, Jr.

Vote: 6 - 0 CARRIED

- (b) Ceremonial Oath of Office: Each newly sworn in Officer may have a Ceremonial Oath administered by a person of their choosing. (City Secretary)

Keith Henry was sworn in by his Wife and Children, Alahna, Dabria, and Davion.

Felix Herrera was sworn in by his mentor, Mark Ciavaglia.

Dorthea Jones Pointer was sworn in by her grandson, Chance Horton.

Jami Clark was sworn in by her granddaughter, Hailey Clark.

Kevin Yackly was sworn in by his daughter, Jenna Yackly.

Thelma Bowie was sworn in by her daughter, Tanya Bowie-Guidry.

Dedrick Johnson, Sr. was sworn in by his mother, Carol Johnson.

- (c) Oath of Office: Oath of Office given to candidates who are declared winners from the November 3, 2020, Texas City General Election. (City Secretary)

Rhomari Leigh, City Secretary, swore in the Mayor and City Commissioners.

- (7) PUBLIC COMMENTS

There were none.

- (8) MAYOR AND COMMISSIONERS' COMMENTS

Each Commissioner and the Mayor gave speeches of gratitude.

- (9) ADJOURNMENT

Having no further business, Commissioner Dorthea Jones Pointer made a MOTION to ADJOURN at 6:05 p.m.; the motion was SECONDED by Commissioner Jami Clark. All present voted AYE. MOTION CARRIED.

DEDRICK JOHNSON, SR., MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 12/02/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-126, appointing and/or re-appointing members to the Texas City Economic Development Corporation. (Economic Development)

BACKGROUND

due to the November 3rd election, there are 3 vacancies on the TCEDC Board.

ANALYSIS

Bruce Clawson and Brandi Peterson.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 20-126

A RESOLUTION APPOINTING AND/OR RE-APPOINTING MEMBERS TO THE TEXAS CITY ECONOMIC DEVELOPMENT BOARD; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there are two (2) vacancies on the Texas City Economic Development Board due to the November 3, 2020 General Election; and

WHEREAS, there is one (1) vacancy due to Mitchell Chuoke resigning from the Board; and

WHEREAS, the City desires to fill the vacant positions with Mayor Dedrick Johnson, Sr., Bruce Clawson, and Brandi Peterson.

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 hereby appoints Mayor Dedrick Johnson, Sr., Bruce Clawson, and Brandi Peterson.

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

PASSED AND ADOPTED this 2nd day of December 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

(7) (c)

Meeting Date: 12/02/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-127, appointing and/or re-appointing members to the Planning Board. (Management Services)

BACKGROUND

Due to the November 3rd general election, the planning board has two vacancies.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 20-127

A RESOLUTION APPOINTING AND/OR RE-APPOINTING MEMBERS TO THE PLANNING BOARD; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there are two (2) vacancies on the Planning Board due to the November 3, 2020 General Election; and

WHEREAS, the City desires to fill the vacant positions with Jami Clark and Thelma Bowie.

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 hereby appoints Jami Clark and Thelma Bowie to replace Bruce Clawson and Phil Roberts.

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

PASSED AND ADOPTED this 2nd day of December 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

(7) (d)

Meeting Date: 12/02/2020

2021-089 Stationery Items

Submitted For: Debbie Gurka, Administration

Submitted By: Debbie Gurka,
Administration

Department: Purchasing

Information

ACTION REQUEST (Brief Summary)

Consider and take action approving Resolution No. 20-128, approving the awarding of Bid No. 2020-089 Stationery Items.

BACKGROUND

On Wednesday, October 28, 2020 the 2021-089 Stationery Items bid packet was mailed and emailed to various vendors. Bid opening was on Monday, November 16, 2020 at 2:00 p.m.

ANALYSIS

Although bids were requested by various vendors, Dreyfus Printing was the only vendor to submit a bid. Dreyfus Printing currently is under contract with the City for stationery items. Dreyfus Printing has performed well with serving the City and has accommodated the City outside of the contract with reasonable quotes on special order items and transition to the new City logo at no additional cost.

It is the Purchasing Office recommendation to award Dreyfus Printing of Alvin Texas with the 2021-089 Stationery Items Contract as shown for the unit prices bid and the Mayor to execute a contract on behalf of the City Commission.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Bid Tab

RESOLUTION NO. 20-128

A RESOLUTION APPROVING BID NUMBER 2020-089 STATIONARY ITEMS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was made available to local area vendors for Bid No. 2020-089 Stationery Items on Wednesday, October 28, 2020; and

WHEREAS, bids were opened November 16, 2020. The responsible bid meeting all the specifications was received from Dreyfus Printing; and

WHEREAS, the Purchasing Department recommends that Bid No. 2020-089 Stationery Item be awarded to Dreyfus Printing.

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 awards Bid No. 2020-089 Stationery Item be awarded to Dreyfus Printing.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Dreyfus Printing for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 2nd day of December 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

Bid # 2021-089 Stationery Annual Contract Bid Tab

Item #	Description	Dreyfus Printing	
		Per Box	Extend Price
1.	Department Letterhead 2500 5 Boxes 5000 10 Boxes 7500 15 Boxes	129.60 90.40 77.20	648.00 904.00 1158.00
2.	Municipal Court Letterhead 5000 10 Boxes	74.00	704.00
3.	Mayor's Letterhead – Seal 5000 10 Boxes	172.50	1172.50
4.	Mayor's 2 nd page Letterhead 2500 5 Boxes	96.20	96.20
5.	Marshal's Office Letterhead 2500 5 Boxes	129.60	648.00
6.	Envelopes with multi departments ordering 2500 5 Boxes 5000 10 Boxes	182.00 143.30	910.00 1433.00
7.	Envelopes with one department ordering 2500 5 Boxes	172.00	860.00
8.	Department Custom Window Envelope 5000 10 Boxes	151.80	1518.00
9.	Envelopes with gold seal 2500 5 Boxes	145.00	725.00
10.	Mayor's Envelopes 2500 5 Boxes	182.00	910.00
11.	Marshal's Envelopes 2500 5 Boxes	172.00	860.00
12.	Letter Manila Envelopes 4.75" x 11" 1000 2 Boxes	25.50	255.00
13.	Manila Clasp Envelopes 6.5" x 9.5" 1000 10 Boxes	28.70	287.00
14.	Manila Clasp Envelopes 9.5" x 12.5" 1000 10 Boxes	35.50	355.00
15.	Staff Business Cards Box of 500	46.25	
16.	Executive Mgmt. Business Cards – Seal Box of 500	85.00	
	Total Unit Price	2138.55	13,443.70

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 12/02/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 20-129, approving the purchase and installation of a new ornamental fence for Heritage Square Park from Foster Fence, LTD through BuyBoard (Contract No. 577-18), a local government purchasing cooperative.

BACKGROUND

The fence will replace the existing wooden picket fence that is located around the Historic Homes at Heritage Square. The existing fence will be replaced with 1,510' of 3' High ornamental iron MMI secure weld Monroe 2 rail flat top with 2" square post.

ANALYSIS

It is the recommendation of the Parks, Recreation and Tourism department to award purchase and installation of a new ornamental fence for Heritage Square Park from Foster Fence Buyboard (contract # 577-18) in the amount of \$56,209. Funds are available in the FY 2020-21 budget.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Attachment

RESOLUTION NO. 20-129

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A NEW ORNAMENTAL FENCE FOR HERITAGE SQUARE PARK FROM FOSTER FENCE, LTD 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 Recreation and Tourism Department requests the approval of purchase and installation of a new ornamental fence for Heritage Square Park; and

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

WHEREAS, it is the recommendation of the Recreation and Tourism Department to award the above-mentioned item through BuyBoard (Contract No. 577-18) Foster Fence, LTD for the approximate purchase price of \$56,209.00.

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 and installation of a new ornamental fence for Heritage Square Park through BuyBoard (Contract No. 577-18) Foster Fence, LTD, for an approximate price of \$56,209.00, 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 2nd day of December 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



To: City of Texas City
Attention: Charles Thompson
Project: Heritage Park Fence
Date: 11/17/2020
Buy Board #577-18

Foster Fence will provide and install the following:

Park Fence

- Remove and dispose of 1510' of existing 3' high wood fence.
- Install 1510' of 3' high ornamental iron MMI Secure Weld Monroe 2 rail flat top with 2" Sq post. Galvanized base coated steel with a powder coated finish.
- Install 13 – 3" Sq post (2 on each side of opening and 1 end post with ball post top.
- This does not include the fence along the parking lot.
- Mobilization to and from jobsite, supervision, and management required for complete installation.

Grand Total Materials and Labor - \$56,209.00
Estimated Taxes - \$Not Included

Option#1 – Remove and replace 170' of existing wood fence with 3' high ornamental iron along the East side of the parking lot add \$5870.00 to the above total.

***Quote is good for 30 days**

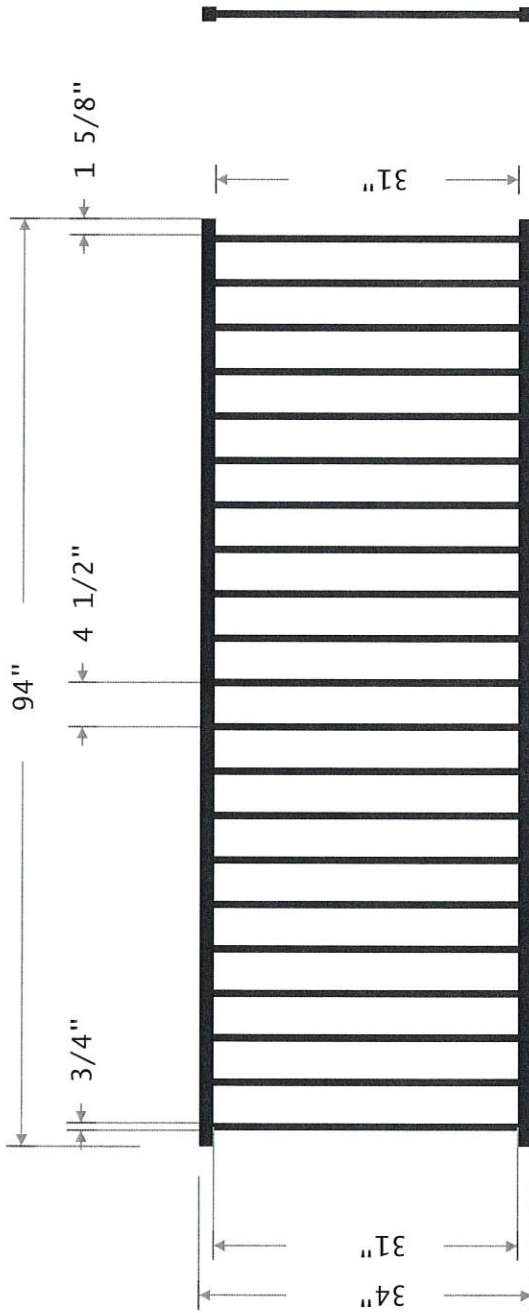
Estimator: Thomas Graham / Cell# 832-977-0285 / tgraham@fosterfence.com

**Members of: PICS, ISNetworld, Veriforce Consortium and Houston Area Safety Council
Celebrating 45 years of service**

Exclusions Note: Unless listed above, Electrical, OQ, Probing, Hydro Excavating, Tree Removal, Grading, Core Drilling or Rock Breaking, Engineered Drawings, Permitting, Licensing, Access Controls and Hand Digging is not included. Texas 811 Call is always made when excavating. Foster Fence is not responsible for unmarked underground utilities.

CUSTOMER SIGNATURE

DATE



Monroe Panel Specifications

Secure Weld Monroe Commercial
 Top Rail: 1 1/2" SQ. X 24' PRE-GALV 14 GA RAIL
 Bottom Rail: 1 1/2" SQ. X 24' PRE-GALV 14 GA RAIL

Pickets: 3/4" SQ. X 24' PRE-GALV 16 GA PICKET
 O.C. Picket Space: 4-1/2"
 End Spacing: 1-5/8"

Pickets Cut and Welded
 Coating: BLACK POWDER COATING W/PRIMER
 Option: Custom Picket Spacing

Merchants Metals[®]
the first name in fence solutions
 Copyright 2013 Merchants Metals

Title:		By:		Cust #:	
Desc:		Date:		Job #:	
		10/23/2020			

Secure-Weld® Secure-Weld® Plus

Welded Ornamental Steel Fence



Welded Steel Fence Systems

The Secure-Weld® and Secure-Weld® Plus line of fence systems from Merchants Metals provide a complete selection of welded ornamental steel choices for homeowners and businesses looking for an attractive, high quality, low maintenance fence solution.

Secure-Weld® features pickets and rails welded together providing dependable strength and security while minimizing installation time.

Secure-Weld® Plus begins with the same welding process but utilizes pre-galvanized steel which creates an added layer of protective coating. This additional protection affords the end user peace of mind knowing their new fence is backed by a 10 year warranty.

Welded systems are the strongest available on the market hands down. When you invest in a Secure-Weld® or Secure-Weld® Plus fence system, you can be rest assured you're getting a product built to last.

Secure-Weld® FEATURES

- Fully Assembled Panels
- Welded Construction
- Durable Polyester Powder Coat Finish
- Residential, Commercial & Industrial Applications
- Available in 5/8", 3/4" & 1" Square Pickets
- Available in 2 and 3 Rail Styles
- Available in 1", 1-1/2" and 2" Rails

CURVED TOP
2 RAIL



Secure-Weld® Plus FEATURES

- 10-Year Limited Warranty
- Galvanized Steel Components
- Welded Construction
- Durable Polyester Powder Coat Finish
- Residential, Commercial & Industrial Applications
- Fully Assembled Panels
- Available in 5/8", 3/4" & 1" Square Pickets
- Available in 2 and 3 Rail Styles
- Available in 1", 1-1/2" and 2" Rails
- Rackable Options Available



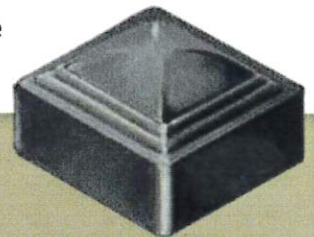
MONROE 2 RAIL



LAFAYETTE 3 RAIL



CURVED TOP 2 RAIL

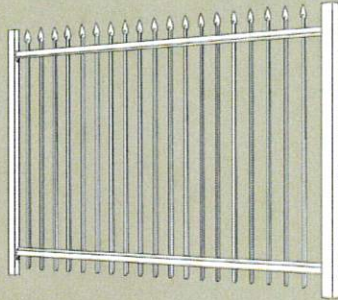


Bracket system ensures easy installation without the need to weld in the field.

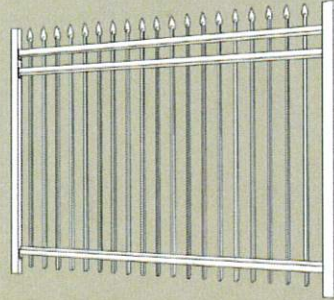
Panels and gates are welded prior to powder coating to ensure that all parts of your fence will be protected.



Lafayette



2 Rail



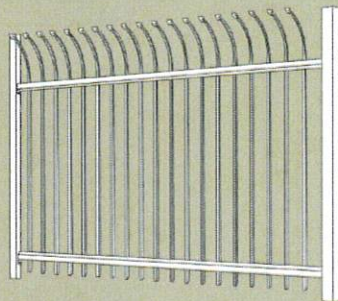
3 Rail

Lafayette Panels

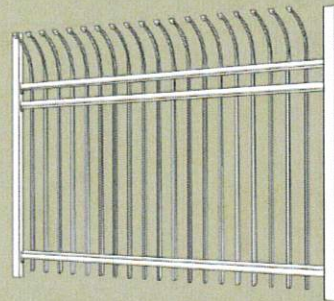
A secure and elegant design with pressed point pickets.

Available in 2 or 3 rail styles.

Curved Top



2 Rail



3 Rail

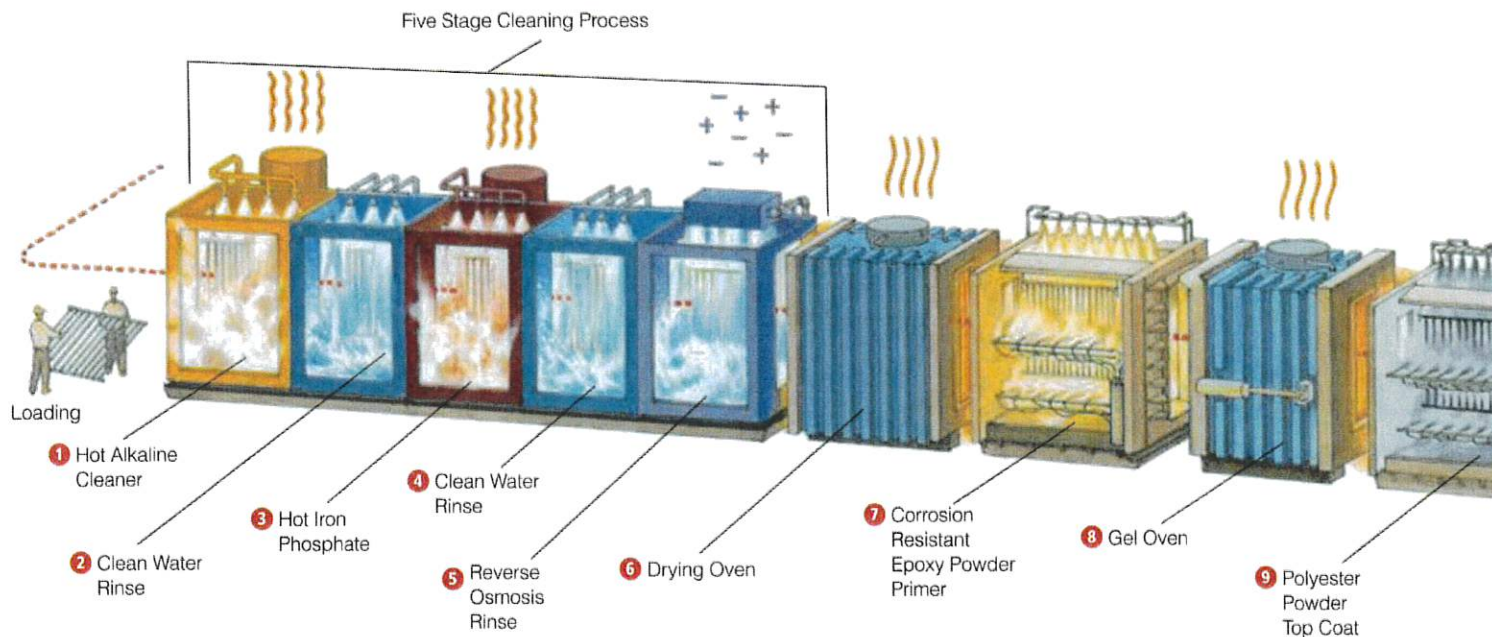
Curved Top Panels

A high security design which creates an imposing presence with a sense of style.

Available in 2 or 3 rail styles.

Advanced Powder Coating Process

Regardless of whether you choose Secure-Weld® or the added protection of Secure-Weld® Plus, all of the panels receive Merchants Metals' industry leading powder coating process. This process incorporates a five-stage cleaning process to remove any impurities that could potentially mar the finish. Combined with a zinc rich, corrosion-resistant epoxy powder primer and polyester powder top coat, you can be sure each Secure-Weld® and Secure-Weld® Plus fencing system will be highly resistant to the effects of the outdoor elements.

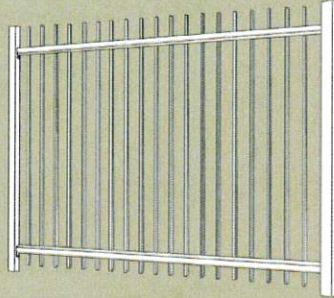


Kent

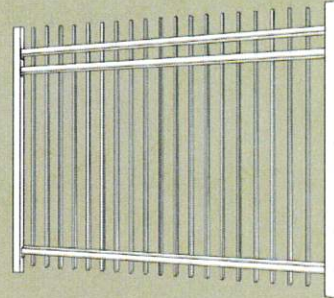
Kent Panels

A traditional design with square top pickets.

Available in 2 or 3 rail styles.



2 Rail



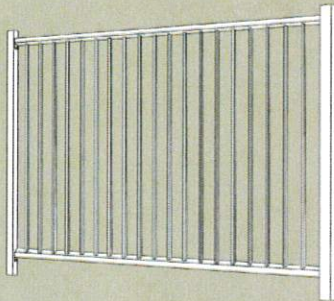
3 Rail

Monroe

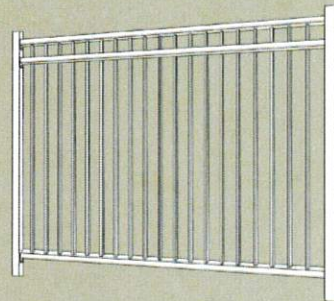
Monroe Panels

A clean and simple design with no pickets above the top rail.

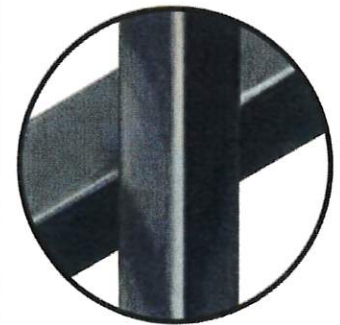
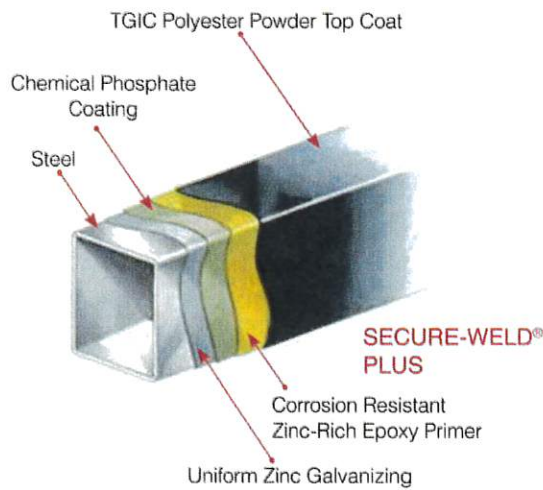
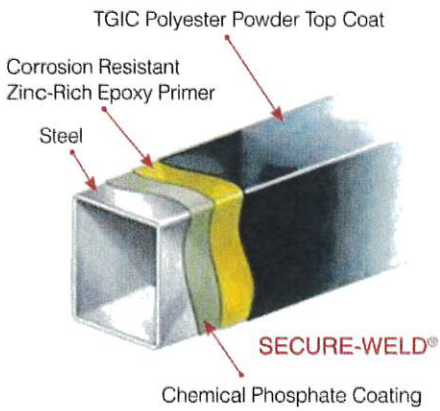
Available in 2 or 3 rail styles.



2 Rail



3 Rail



Welded panels are the strongest available on the market.



Gates

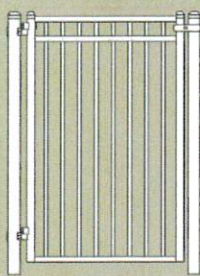
A large selection of gate sizes and styles are available to coordinate with your Secure-Weld® Plus fence system.

All are intricately constructed by skilled craftsmen and receive a high-quality powder coat finishing.

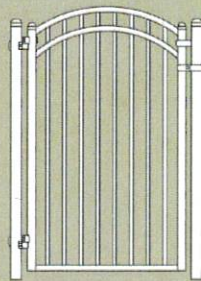


Curved Top Cantilever Gate

Single Gates

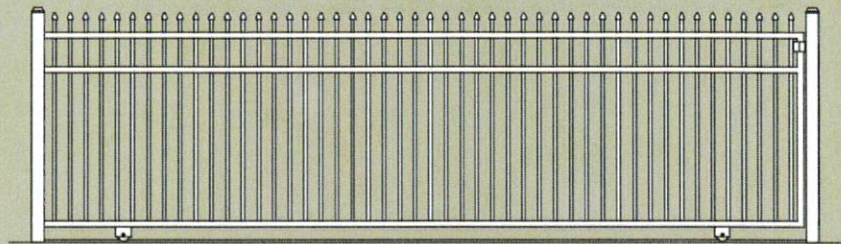


Basic Flat

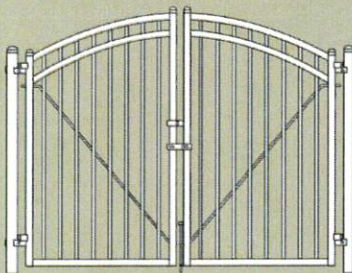


Simple Arch

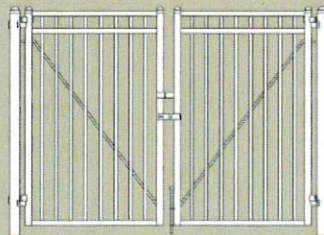
Roll Gates



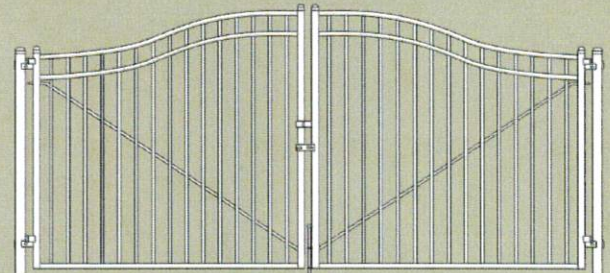
Double Gates



Simple Arch

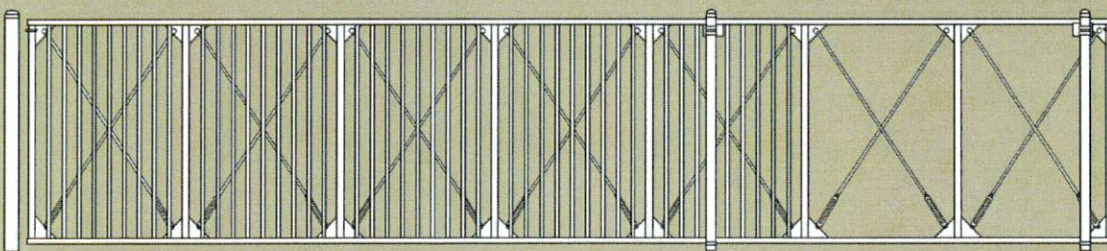


Basic Flat

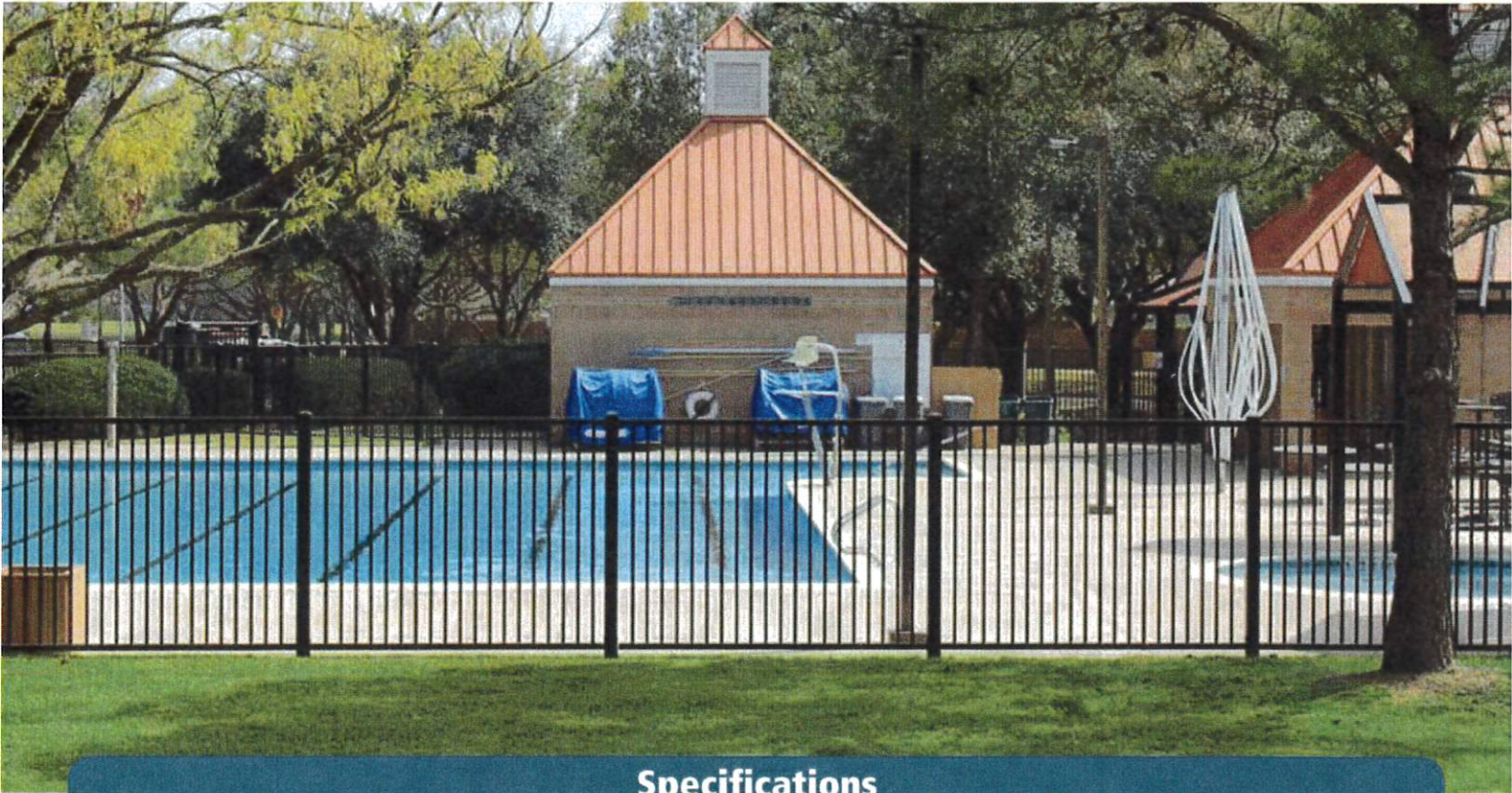


Compound Arch for 10-ft Openings and Larger

Secure-Trac® Cantilever Gate



Secure-Trac® internal roller cantilever slide gates are produced using the highest quality materials and workmanship. The fully enclosed rollers eliminate safety issues commonly associated with external rollers and the gates are available to match each style of Secure-Weld® Plus fence.



Specifications

	Residential	Commercial	Industrial
Picket Size	5/8 inch square 18 gauge	3/4 inch square 16 gauge	1 inch square 16 gauge
Rail Size	1 inch square 16 gauge	1-1/2 inch square 14 gauge	2 inch square 16 gauge
Panel Length	94 inch and 120 inch	94 inch and 120 inch	94 inch and 120 inch
Picket on Center	4-9/16 inch	4-3/4 inch	5 inch
Number of Pickets	20 and 26	19 and 25	18 and 24

Accessories

Accessories

These beautiful and durable ornamental accessories can be used to add architectural interest to your residential, industrial or commercial property.



Secure-Weld® Plus fencing and gates are available with optional decorative rings.

Quad Flair with Ball
Triad Spear



Ball Top Post Cap



Standard Post Cap

Color Options

BLACK

WHITE

ALMOND

GREEN

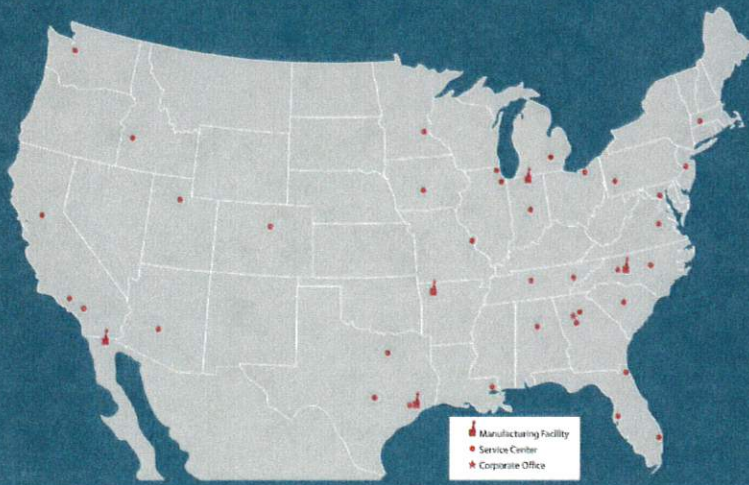
Additional Fence Solutions

Merchants Metals is one of the largest manufacturers and distributors of fence systems in the nation. Our complete line of fencing solutions for residential, commercial and industrial applications includes:

- Hot-Dipped Galvanized Chain Link
- Color Coated Chain Link
- Steel Ornamental in both Component and Fully-Welded Systems
- Aluminum Ornamental Systems
- Wood Fence
- PVC Fence
- Temporary Fence
- Aluminum Track Gates
- Access Control Products
- Guardrail
- Pre-hung Security Gates
- Welded Wire

All Merchants Metals products are available through professional fence contractors nationwide.

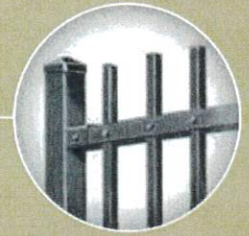
To find out more about Merchants Metals and the fencing solutions we offer, please call 866.888.5611 or visit www.merchantsmetals.com.



AIA Continuing Education



ORNAMENTAL



PVC



CHAIN LINK



WOOD



GATES



866.888.5611

www.merchantsmetals.com

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 12/02/2020

25TH AVENUE LIGHTING PROJECT

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award the 25th Ave. N. Lighting Project to Crescent Electric under BuyBoard Contact # 558-18.

BACKGROUND

The 25th Ave. N. Lighting Project will provide lighting down 25th Ave. N. from Hwy. 1764 to Hwy3. Funds for this project are made available through the 2020/2021 City of Texas City Budget.

A quote with the scope of work is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department and the Recreation and Tourism Department to move forward with this project using Crescent Electric as the contractor under the BuyBoard Contract # 558-18.

The price for this scope is \$392,000.00.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

Quality Work by Qualified Workers

Date: 11/12/2020

Customer: City of Texas City

Location: 25th Ave. N. Light Project

Thank you for the opportunity to quote the following scope of work.

This project will provide lights down 25th Ave. N. from FM1764 to HWY 3.

1. Install (2) new 125 amp electrical services to power lights.
2. Install 1 1/4" pvc conduit 4100' (pole to pole).
3. Install (2) 2" conduit under road for each new service (TNMP wants the services on the side of the road).
4. Supply and install (30) specified light poles.
5. Install (30) pole bases 6' deep 24" round.
6. Power to feed receptacle on the base of each pole will require #6 wire and multiple circuits (due to voltage drop) to feed a 2 amp load on each pole.
7. Energize and test power.

The price for this scope is \$392,000. Tax not included. This project will be done using the Buy Board contract (Buy Board #558-18).

Price per unit not included above:

Add \$2,000 for each pole base pad 6'x6'x3'6" (if required)

Engineer letter \$200 per pole \$6,000 total.

Qualifications:

Customer will subject to "down-time" charge due to delays beyond Crescent's control.

Crescent is not responsible for damage to unknown utilities.

Price based on straight time rates only.

Thank you,

Grady Mack

Customer Authorization & Approval _____ Date _____

This price is guaranteed for thirty days unless otherwise noted.

RESOLUTION NO. 20-130

A RESOLUTION APPROVING THE 25 TH AVENUE NORTH LIGHTING PROJECT TO CRESCENT ELECTRIC 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 the 25th Avenue North Lighting Project; 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 to Crescent Electric through BuyBoard (Contract No. 555-18) for the approximate purchase price of \$392,000.00.

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 25 th Avenue North Lighting Project to Crescent Electric through BuyBoard (Contract No. 555-18), for an approximate price of \$392,000.00, 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 2nd day of December 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**Res 09-105****Meeting Date:** 12/02/2020

Consider Commission approval of Mayor's appointments to the City of Texas City's Audit Committee.

Submitted For: Laura Boyd, Finance**Submitted By:** Laura Boyd, Finance**Department:** Finance

Information**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. XX-XXX, appointing and/or re-appointing members to the City of Texas City's Audit Committee (Mayor).

BACKGROUND

Three main groups are responsible for the quality of financial reporting: the governing body, financial management, and the independent auditors. Of these three, the governing body must be seen as "first among equals" because of its unique position as the ultimate monitor of the financial reporting process. An audit committee is a practical means for a governing body to provide much needed independent review and oversight of the government's financial reporting processes, internal controls, and independent auditors. An audit committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. By effectively carrying out its functions and responsibilities, an audit committee helps to ensure that management properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess management's practices, and that the independent auditors, through their own review, objectively assess the government's financial reporting practices. (GFOA Recommended Practice)

Prior to the November 3, 2020 election, the following City Commissioners were the Audit Committee:

Phil Roberts
Jami Clark
Earl Alexander

The Mayor selects the members of the Audit Committee from the City Commission. Since two of the three commissioners were not re-elected, the Audit Committee positions must be filled; either with two new members or three new members, should Commissioner Clark choose to leave the committee.

ANALYSIS

The appointed members are: Felix Herrera, Dorthea Jones Pointer, and Jami Clark.

ALTERNATIVES CONSIDERED

Fiscal Impact**Attachments**

RESOLUTION NO. 20-131

A RESOLUTION APPOINTING COMMISSIONERS TO SERVE ON THE CITY'S AUDIT COMMITTEE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there are vacancies on the City's Audit Committee and appointment is needed to fill these vacancies; and

WHEREAS, in order to meet the needs of the City's Audit Committee, it is necessary to appoint committee members to serve on this committee to provide for the continued uninterrupted and efficient operation of the Audit Committee.

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 appoints Felix Herrera, Commissioner District 2 and Dorthea Jones Pointer, Commissioner District 4 to serve on the City of Texas City's Audit Committee, in the position vacated by former Commissioner Tommy Clark.

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

PASSED AND ADOPTED this 2nd day of December 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

(8) (a)

Meeting Date: 12/02/2020

Submitted By: Rhomari Jackson, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 20-50, the third and final 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. 20-50

AN ORDINANCE GRANTING TO ENERTEX NB, LLC, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF FIFTEEN (15) 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 the term of fifteen (15) 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.

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 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.

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 pertaining to the natural gas business carried on by it in the City, such as plats, maps and atlases

¹ http://www.old.rrc.texas.gov/data/gasservices/gastariffs/gftr0048b_9525.pdf (last visited March 5, 2020)

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 Two Percent (2%) 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 in January and July for the preceding six 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 182.021-182.026 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. In the event any entity (other than Grantee) providing gas sales or gas transportation service to Customers within the City is subject to a lesser franchise fee than is required to be collected and paid by Grantee in this Ordinance, then with respect to such gas sales or transportation service to those Customers, Grantee's Franchise Fee obligation on sales or transportation service to those Customers will be reduced to a rate equal to the franchise fee rate required to be paid by such other entity.

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 one hundred eighty (180) 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

In the event Grantee desires to renew this Franchise Ordinance, the Grantee shall notify the Grantor within the last twelve (12) months prior to the expiration of the Franchise Ordinance.

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.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TEXAS CITY TEXAS, TEXAS, THIS 2ND DAY OF DECEMBER, 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

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: _____

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 12/02/2020

Director of Human Resources

Submitted For: Jennifer Price, Human Resources

Submitted By: Jennifer Price, Human Resources

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Consider and take action on approval of Ordinance No. 20-52, amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department", Section 32.009 "Police Department; Classes of Positions", by amending the classification of Corporals/Police Officers to Police Officers and increasing the number of positions within the classification of Police Officers by six; prescribing the number of positions with each classification of the classified service of the Police Department. (Police Department)

BACKGROUND

Ordinance 20-43 amended the budget and this ordinance is to authorize the number of positions.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 20-52

AN ORDINANCE AMENDING THE CITY CODE, TITLE III “ADMINISTRATION”, CHAPTER 32 “LAW ENFORCEMENT AND FIRE DEPARTMENT”, SECTION 32.009 “POLICE DEPARTMENT; CLASSES OF POSITIONS BY AMENDING THE CLASSIFICATIONS OF CORPORAL/ POLICE OFFICERS TO POLICE OFFICERS AND INCREASING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF POLICE OFFICERS BY SIX (6), PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; 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 AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, section 143.021 of the **Texas Local Government Code** requires the governing body of a municipality to provide for the classification of all police officers; and

WHEREAS, section 143.021 provides that the governing body must establish by ordinance the classifications and number of positions in each classification; and

WHEREAS, the City Commission of the City of Texas City deems it is in the best interest of the City to amend the classification of Corporal/Police Officers to Police Officers and increasing the number of positions within the classification of Police Officer by six (6); and

WHEREAS, Effective on December 21, 2016, the following classes of positions, and numbers of positions within each classification, were hereby established in the classified service of the City’s Police Department:

(1)	Assistant Police Chief.....	1
(2)	Captain	4
(3)	Lieutenant.....	4
(4)	Sergeant	9
(5)	Corporals/Police Officers.....	67
	Total:	85

Effective on December 2, 2020, the following classes of positions, and numbers of positions within each classification are hereby established in the classified service of the City’s Police Department:

(1)	Assistant Police Chief.....	1
(2)	Captain	4
(3)	Lieutenant.....	4
(4)	Sergeant.....	9
(5)	Police Officers	73
	Total:	91

SECTION 1: It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable.

SECTION 2: That it is further provided that, in the event any section, clause, sentence, paragraph or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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.

PASSED AND ADOPTED this 2nd day of December 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

(8) (c)

Meeting Date: 12/02/2020

Amend fiscal year 2020-21 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the City of Texas City's fiscal year 2020-21 budget.

BACKGROUND

A budget amendment is needed to appropriate funds to purchase a truck for the new part-time city marshal. The position was approved by City Commission under Ordinance No. 20-48 on November 4, 2020.

The quote for the vehicle is attached. Funding will come from the capital equipment replacement fund's unassigned fund balance.

The Municipal Court's annual equipment lease fee will increase accordingly to cover vehicle depreciation expense and future vehicle replacement.

ANALYSIS

Budget amendment:

Capital Equipment Replacement Fund (Fund 602) Municipal Court (Dept. 205):

Operating Equipment and Vehicles	\$45,501.00
Unassigned Fund Balance	(\$45,501.00)

General Fund (Fund 101) Municipal Court (Dept. 205):

Equipment Lease Fees	\$9,100.00
Unassigned Fund Balance	(\$9,100.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Marshal vehicle
Ordinance

PRODUCT PRICING SUMMARY

GOODBUY 20 8F000 VEHICLES www.purchasing.esc2.net
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: SGAMBLIN.SILSBEEFLEET@GMA
 Product Description: FORD F150 RESPONDER Date: October 19, 2020

A. Bid Item: _____ A. Base Price: \$ 33,982.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W1P	2021 FORD F150 RESPONDER 4X4 SHORT	\$ 3,995.00	150A	EQUIPMENT GROUP	
99G	3.5L V6 ECOBOOST	\$ -			
53A	TRAILER TOW PACKAGE	\$ 995.00			
18B	RUNNING BOARDS	\$ 250.00			
				PRICE ESTIMATE, NO PRICING YET	

Total of B. Published Options: \$ 5,240.00

Published Option Discount (5%) \$ (62.25)

C. Additional Options [not to exceed 25%] \$= 16.2 %

Options	Bid Price	Options	Bid Price
PPS PARTS J. RAINWATER 4546	\$ 6,340.00	EXTERIOR- UM BLACK	\$ -
W/ ON SITE INSTALL			

Total of C. Unpublished Options: \$ 6,340.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: MILE DISCOUNT \$ (500.00)

G. Additional Delivery Charge: 115 miles \$ 201.25

H. Subtotal: \$ 45,201.00

I.	Quantity Ordered	<u>1</u> x K =	\$ 45,201.00
J.	Trade in:	_____	\$ -
K.	GOODBUY Administrative Fee (\$300 per purchase order)		\$ 300.00
L.	Total Purchase Price Including GOODBUY Fee		\$ 45,501.00

ORDINANCE NO. 20-53

AN ORDINANCE AMENDING ORDINANCE NO. 20-35 ADOPTING THE 2020-2021 FISCAL YEAR BUDGET APPROPRIATE FUNDING TO PURCHASE A TRUCK FOR THE NEW PART-TIME CITY MARSHAL POSITION; 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 funds for the purchase of a vehicle for the new part-time city marshal position.

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:

Capital Equipment Replacement Fund (Fund 602) Municipal Court (Dept. 205):

Operating Equipment and Vehicles	\$45,501.00
Unassigned Fund Balance	(\$45,501.00)

General Fund (Fund 101) Municipal Court (Dept. 205):

Equipment Lease Fees	\$9,100.00
Unassigned Fund Balance	(\$9,100.00)

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 2nd day of December 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