

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 6, 2021 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. 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) Promotion of Matthew Wyatt, Mark Lovell, Thomas Pitman, Curtis Johnson, and Kellen Wood. (Fire Department)
 - (b) Domestic Violence Awareness Month
- (5) REPORTS
 - (a) Aquatic Program (Recreation and Tourism)
 - (b) Fire Services (Fire Department)
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for September 15, 2021 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 21-075, approving the execution of an Engineering Agreement with ARKK Engineers, LLC., for the Sansom-Yarbrough Boat Ramp Breakwater Repair Project. (Public Works)

- (c) Consider and take action on Resolution No. 21-076, approving a contract for Bid No. 2021-109 Vegetation Management Chemicals Annual Contract. (Public Works)
- (d) Consider and take action on Resolution No. 21-077, approving the purchase of five (5) vehicles for the Texas City Police Department through GoodBuy 20 8F00 Vehicles. (Police Department)
- (e) Consider and take action on Resolution No. 21-078, approving the purchase of four (4) vehicles for the Texas City Police Department and two (2) vehicles for Animal Control through TIPS USA 200206. (Police Department)

(8) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 21-24, amending certain sections of Chapter 160 "Zoning" related to non-conforming uses of land or structures. (Fire Department)
- (b) Consider and take action on Ordinance No. 21-25, amending certain sections of Chapter 150 "Building Regulations; Construction" related to additional authority regarding substandard structures. (Fire Department)
- (c) Consider and take action on Ordinance No. 21-26, amending certain sections of Chapter 96 "Fire Prevention and Protection: Fireworks" related to exterior stairway construction. (Fire Department)
- (d) Consider and take action on Ordinance No. 21-27, amending certain sections of Chapter 160 "Zoning" related to minimum dwelling square footage of residential home construction. (Fire Department)
- (e) Consider and take action on Ordinance No. 21-28, amending the fiscal year 2021-2022 budget to include funds created and approved by City Commission after the proposed budget was filed on August 16, 2021. (Finance)
- (f) Consider and take action on Ordinance No. 21-29 amending the fiscal year 2021-2022 budget to increase the Police Department's salaries and benefits related to the Collective Bargaining Agreement between the City of Texas City and Texas City Municipal Police Association. (Finance)
- (g) Consider and take action on Ordinance No. 21-30, amending the fiscal year 2021-2022 budget to increase the Police Department's building maintenance budget for air conditioning system repairs. (Finance)

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S 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.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

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 OCTOBER 1, 2021, 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: 10/06/2021

Promotions

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

Promotions

- Mathew Wyatt Battalion Fire Chief
- Mark Lovell Captain
- Thomas Pittman Captain
- Curtis Johnson Engineer
- Kellen Wood Engineer

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 10/06/2021

Submitted By: Rhomari Leigh, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Aquatic Program (Recreation and Tourism)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report

DEPARTMENT OF RECREATION & TOURISM

2021 AQUATICS PROGRAM



CITY COMMISSION MEETING
OCTOBER 6, 2021

2021 OPERATING SEASON

80 TOTAL OPERATING DAYS

OPERATING DAYS

MAY 1ST – JUNE 6TH (WEEKENDS)

JUNE 7TH – AUGUST 15 (DAILY)

AUGUST 21ST – SEPTEMBER 6TH (WEEKENDS)

CLOSURES

MONDAYS FOR DEEP CLEANING AND IN-SERVICE
TRAINING

1 HALF DAY CLOSURES DUE TO WEATHER



2021 DAILY ADMISSIONS/ATTENDANCE STATISTICS

AGE STATISTICS

ADULT: 37%

CHILD: 60%

SENIOR: 3%

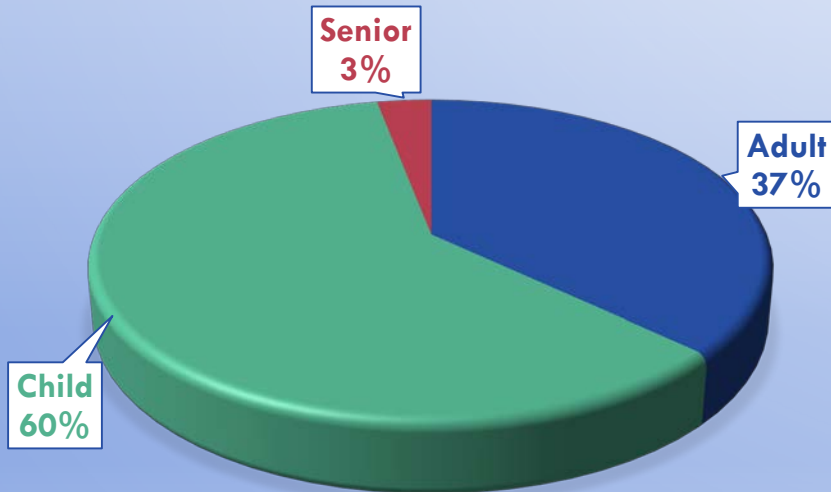
Total Admissions
23,628

Geographic Statistics

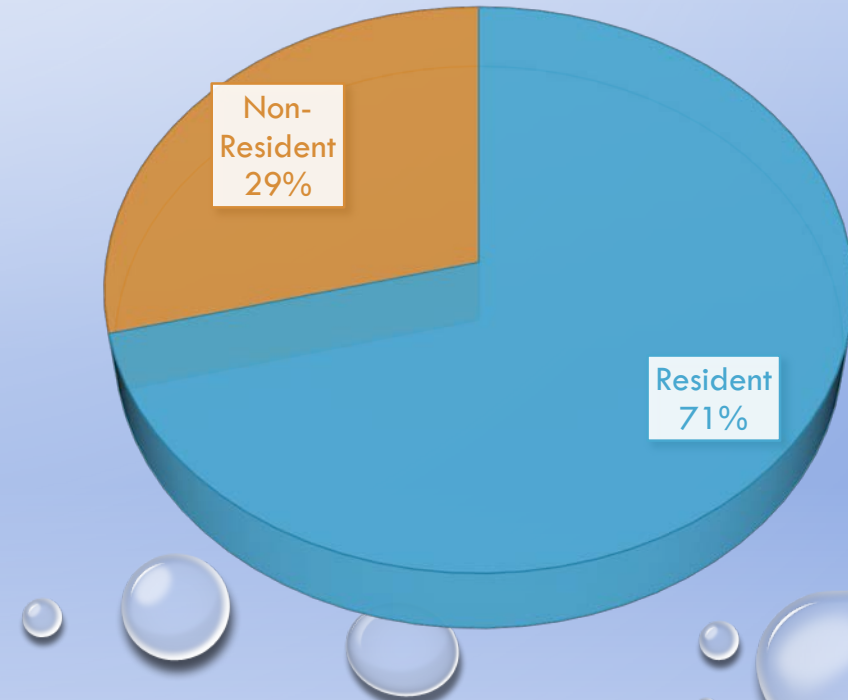
Resident: 71%

Non-Resident: 29%

AGE



GEOGRAPHIC



2021 PRIVATE RESERVATIONS



TOTAL OF 34 RESERVATIONS

100% RESERVATION RATE

**NO PARTIES CANCELLED DUE TO
WEATHER**

RESERVATION REVENUE

RESIDENT: \$9,300

NON-RESIDENT: \$1,200

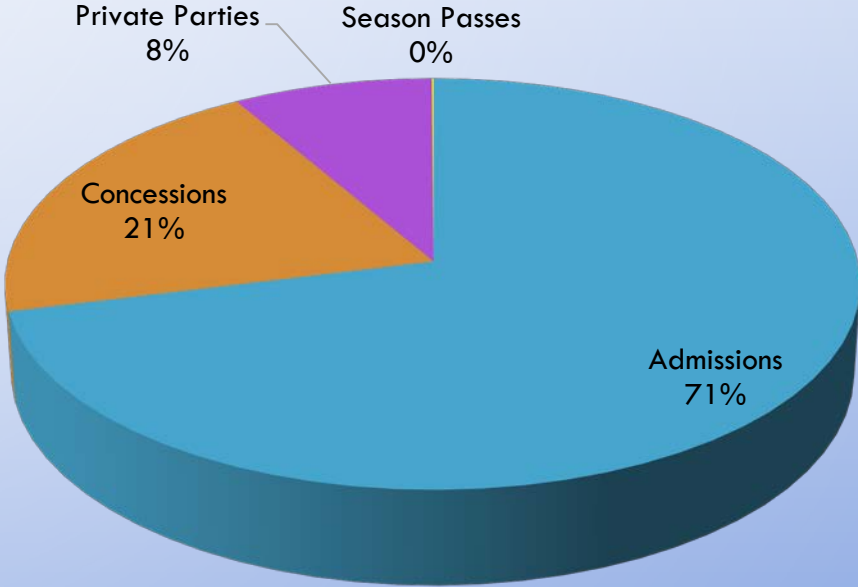
2021 Total Revenue

Daily Admission Revenue: \$ 89,058.00
Daily Concession Revenue: \$ 25,540.93
Season Pass Revenue: \$90.00
Private Reservation Revenue: \$ 10,500.00

Total Revenue: \$125,188.93



Total Revenue

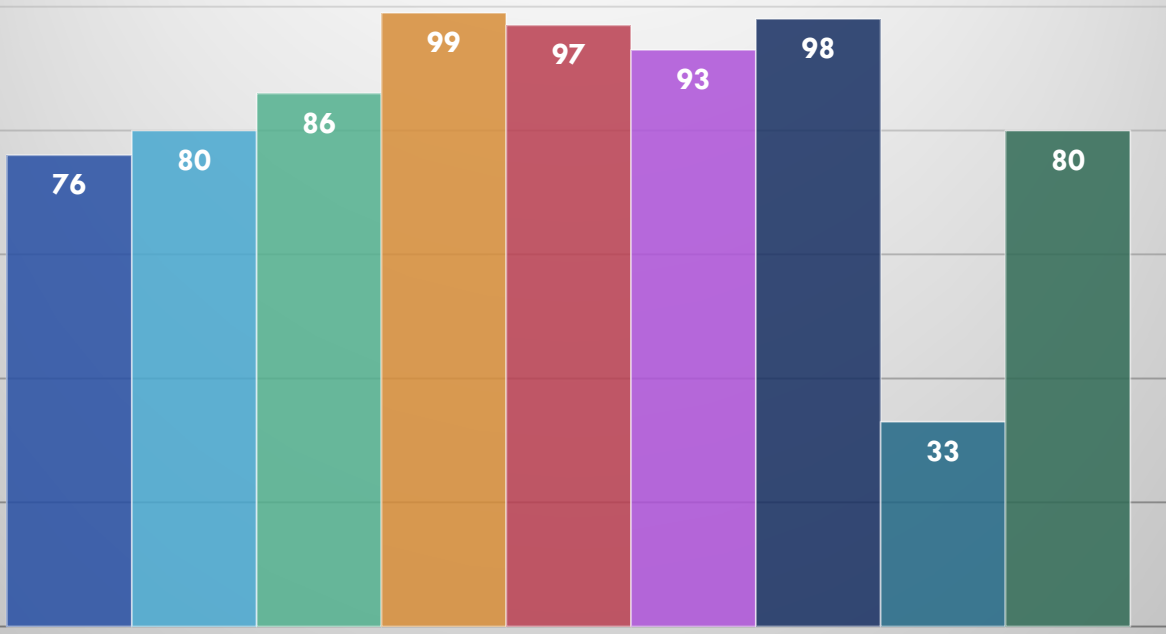


■ Admissions ■ Concessions ■ Private Parties ■ Season Passes

NESSLER PARK FAMILY AQUATIC CENTER

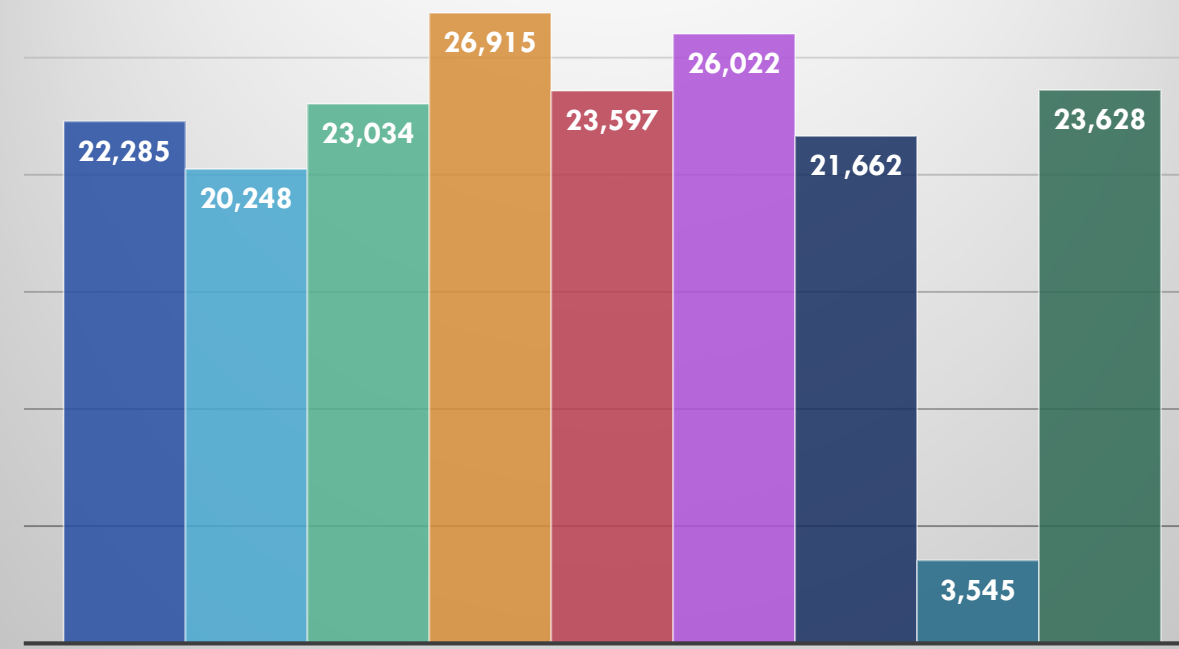
9 YEAR COMPARISON

Operating Days



■ 2013 ■ 2014 ■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020 ■ 2021

Total Attendance

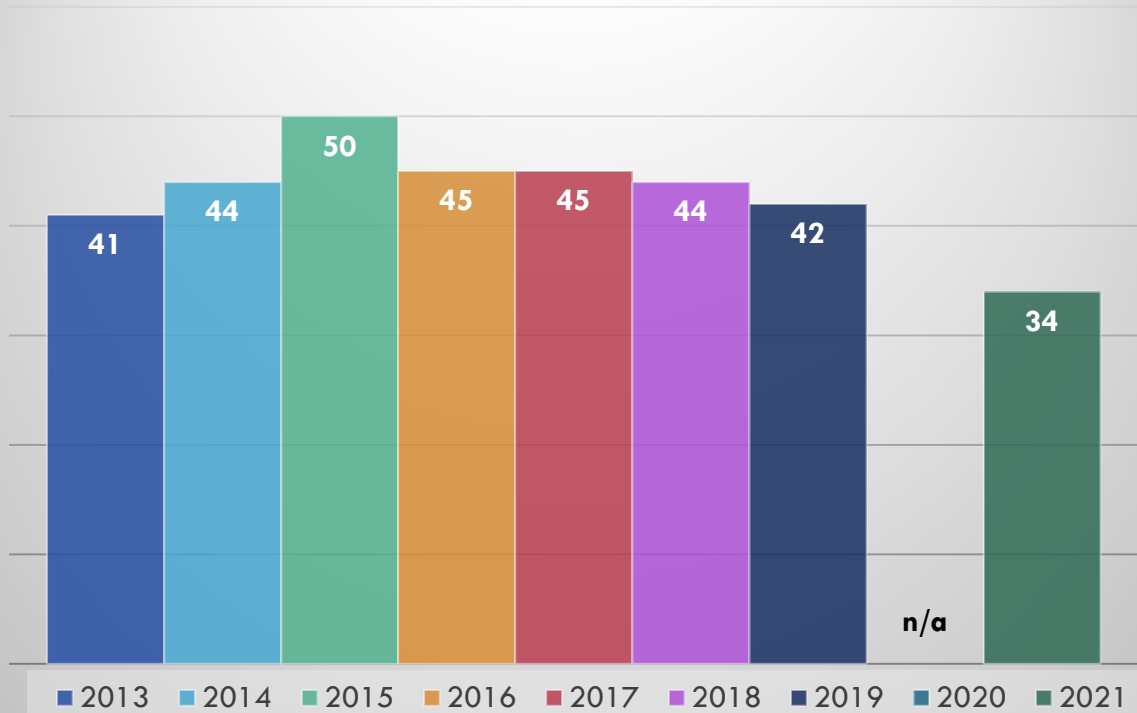


■ 2013 ■ 2014 ■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020 ■ 2021

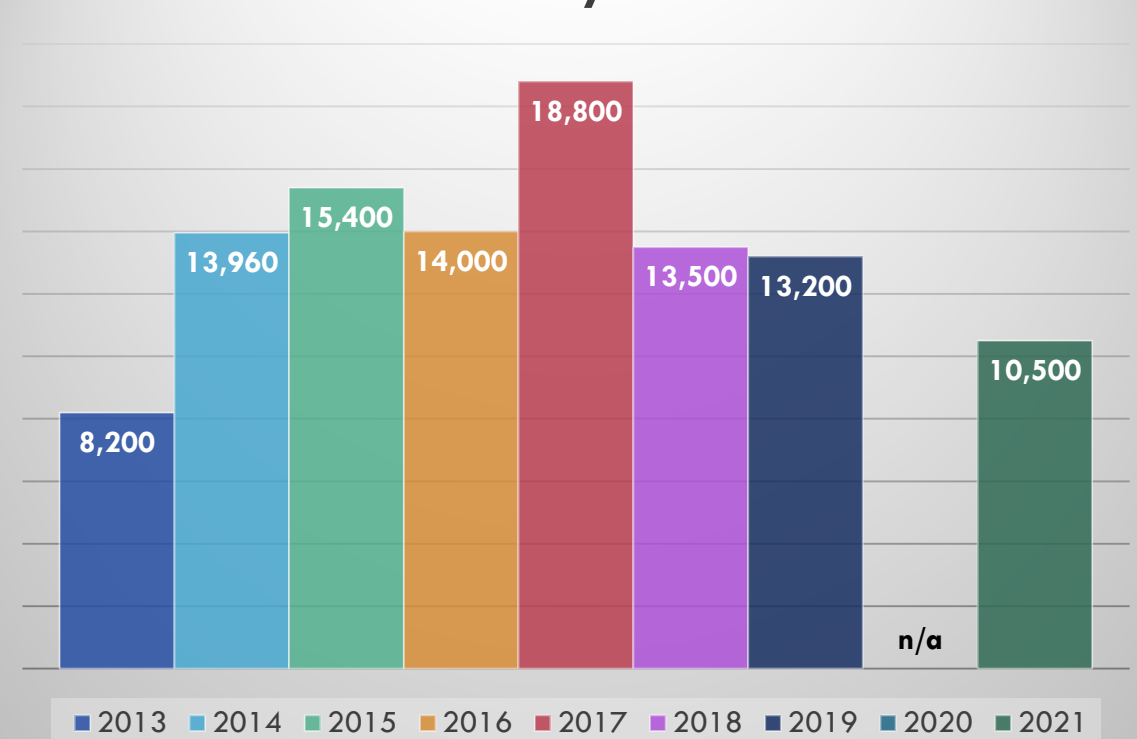
NESSLER PARK FAMILY AQUATIC CENTER

9 YEAR COMPARISON

Private Parties



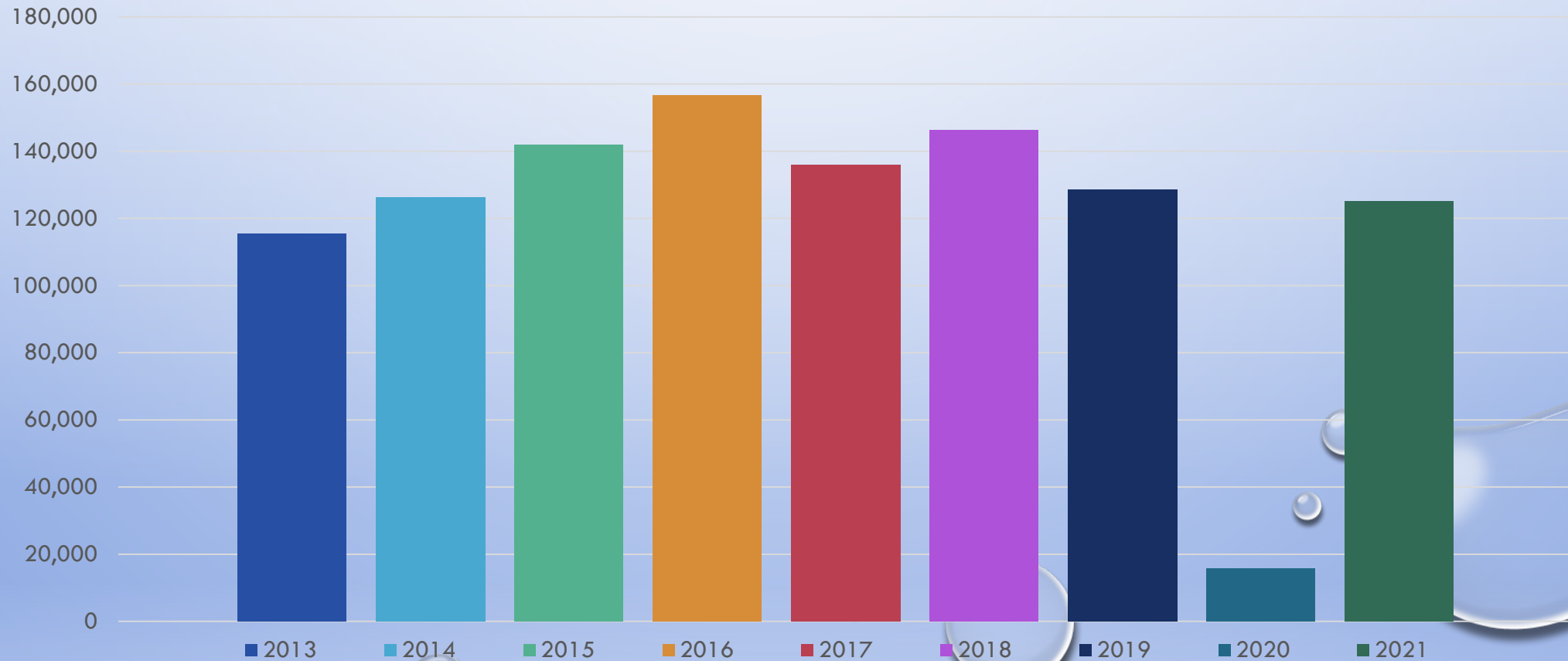
Private Party Revenues



NESSLER PARK FAMILY AQUATIC CENTER

9 YEAR COMPARISON

Total Revenues



2ND GRADE LEARN TO SWIM PROGRAM

EVERY 2ND GRADER IN TEXAS CITY ISD GOES THROUGH A 2 WEEK SWIM LESSON COURSE.



SWIM LESSONS

Spring

2 Sessions

Pre-School 4:30-5p

Level 1 6:30-7:15p

Level 2 6:30-7:15p

Adult 7:15-8p

Summer

107 kids

3 Sessions

Water Babies 4:30-5p

Pre-School 4:30-5p

Level 1 12:30-1:15p

& 6:30-7:15p

Level 2 12:30-1:15p

& 6:30-7:15p

Fall

3 Sessions

Pre-School 4:30-5p

Level 1 6:30-7:15p

Level 2 6:30-7:15p

Adult 7:15-8p

SUMMER MAKOS SWIM TEAM

35 SWIMMERS



Texas City Aquatics Program

Year round swim team
USA Swimming program
25 swimmers



Texas City Aquatic Program

FACILITY RENTAL USAGE

TOTAL: 4,000

TEXAS PARKS AND WILDLIFE
MOODY GARDENS
NOAA FISHERIES

TEEX

COAST GUARD

MARINES

TEXAS CITY FIRE DEPARTMENT

TEXAS CITY ISD

DICKINSON ISD

*DUE TO COVID WE HAD CANCELLED
RESERVATIONS

NASCO LIFEGUARD COMPANY

CLEAR CREEK SWIM LEAGUE

NASA



CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 10/06/2021

Submitted By: Rhomari Leigh, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for September 15, 2021 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, SEPTEMBER 15, 2021 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, September 15, 2021, 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 Dedrick Johnson, Sr.

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

2. INVOCATION

Led by Rev. Jerry Lee of Greater Bell Zion Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner Felix Herrera.

4. PROCLAMATION

- a. Daughters of the American Revolution proclaiming September 17-23, 2021, as "Constitution Week."

5. REPORTS

- a. Consider and take action on Resolution No. 21-068, accepting and implementing the Community Matters 2030 Report (Mayor)

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 6 - 0 CARRIED

6. PUBLIC COMMENTS

There were none.

Commissioner Keith Henry entered the meeting.

7. CONSENT AGENDA

- a. Approve City Commission Minutes for September 1, 2021 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 21-069, approving the updated Circulation Policy for the Moore Memorial Library. (Library)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 21-070, approving appointments/ re-appointments for various Boards, Commissions, and Committees. (Management Services)

Motion by Mayor Dedrick Johnson, Seconded by Commissioner District 3 Dorthea Jones Pointer to approve all appointments and re-appointments except for the Housing Authority Board.

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 21-071 authorizing the submission of nominations for the Galveston County Central Appraisal District Board of Directors for two-year terms, beginning January 1, 2022, through December 31, 2023. (Management Services)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 21-072, approving appointments and/ or re-appointments of Municipal Court Judges. (Management Services)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 21-073 approving the City of Texas City Investment Policy. (Finance)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action, by record vote, on Ordinance No. 21-22, levying an ad valorem tax for the year 2021 for the City of Texas City. (Finance)

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

Motion by Commissioner District 3 Dorthea Jones Pointer, Seconded by Commissioner District 2 Felix Herrera

Vote: 6 - 1 CARRIED

- b. Consider and take action on Resolution No. 21-074, accepting and approving the 2021 Certified Tax Roll. (Finance)

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

Vote: 7 - 0 CARRIED

- c. Consider and take action on Ordinance No. 21-23, amending the fiscal year 2020-2021 budget to accept and appropriate Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act. (Finance)

Motion by Commissioner At-Large Kevin Yackly, Seconded by Commissioner District 2 Felix Herrera

Vote: 7 - 0 CARRIED

9. COMMISSIONERS' COMMENTS

Commissioner Keith Henry acknowledged that September 15 is the start of Hispanic Heritage Month.

Commissioner Kevin Yackly stated that he voted against the budget and tax rate because he believes the raises approved for City staff should be higher.

Commissioner Dorthea Jones Pointer stated she is proud of the collaborative efforts done to make Community Matters 2030 a success.

Commissioner Jami Clark thanked Bruce Clawson for stepping in as Interim Emergency Management.

STAFF COMMENTS

Laura Boyd, Finance Director, reminded all present, that the 2021-2022 Fiscal Year begins October 1, 2021.

David Zacherl, Fire Chief, stated that the Firefighter Games on 6th Street starts at 6 pm on September 17th.

Dennis J. Harris, Recreation and Tourism Director, stated that the Breast Cancer Awareness 5k walk/run will be held on October 2nd.

Darcie Valenzuela, Marketing Coordinator, stated that Touch-A-Truck will be held on October 23rd.

10. MAYOR'S COMMENTS

Mayor Johnson thanked First Responders and Emergency Management for their commitment to Texas City during Hurricane Nicholas. Mayor Johnson, Sr. also congratulated Jennifer Price, Human Resource Director, on being a finalist at the Women in Leadership Awards.

11. ADJOURNMENT

Having no further business, Commissioner Jami Clark made a MOTION to ADJOURN at 5:44 p.m.; the motion was SECONDED by Commissioner Dorthea Jones Pointer. 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: 10/06/2021

Engineering Services for Sansom-Yarbrough Boat Ramp Breakwater Repair 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 an engineering agreement with ARKK Engineers, LLC., for the Sansom-Yarbrough Boat Ramp Breakwater Repair Project.

BACKGROUND

ARKK Engineers, LLC., has submitted an Agreement for Services, for the engineering, design, and bid phase, services for the Sansom-Yarbrough Boat Ramp Breakwater Repair Project, not to exceed \$89,860.00.

75% of the project (up to \$500,000) is funded by a Texas Parks and Wildlife grant. The City is responsible for only 25% percent of the project costs.

A copy of the proposed agreement and Exhibit with ARKK Engineers, LLC., is attached for your review and consideration.

ANALYSIS

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC., on behalf of the City Commission for the Sansom-Yarbrough Boat Ramp Breakwater Repair Project.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Contract and Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ____ day of _____, A.D., 2021, 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 Services for the City of Texas City's "Sansom-Yarbrough Boat Ramp Breakwater Repair 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 reproducibles 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: \$89,860.00 for Design Services and Bid 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: _____

City Secretary

ATTACHMENT "A"



July 28, 2021

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 Bid Phase Services for City of Texas City's "Sansom-Yarbrough Boat Ramp Breakwater Repair Project"
City of Texas City, Texas

Dear Mr. Haralson:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and bid 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 with City staff. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves grant funding from Texas Parks and Wildlife for boat access. The grant is a 75/25 matching grant. The State of Texas pays 75% of the project cost up to \$500,000 and the City pays 25% of the project cost. The purpose of this project is to repair the wooden breakwater in front of the Sansom-Yarbrough boat ramp at the end of the Texas City Dike. This project will also replace about half of the metal sheet piles which are also part of the breakwater at this boat ramp. The breakwater performs several functions at this ramp. The main function is that it minimizes the silting in of this ramp with sand. Before the breakwater was installed, this ramp was regularly filling in with sand from the adjacent beach area. The breakwater also protects boats during launching and retrieval from large waves caused by passing ships, wakes from other boats, and rough waters in Galveston Bay. The existing wooden breakwater consists of two wooden bulkheads connected with wooden stringers between the poles. The area between the two wooden bulkheads is filled with broken concrete rip-rap. This proposed repair project will replace the damaged wood in the bulkheads and replace damaged or missing stringers that tie the two bulkheads together. The project will also include the replacement of as much of the metal sheet piles as can be accomplished within the available budget. It is estimated that about 185 feet of sheet piles can be replaced, which is about half

of the total length of the existing metal sheet piles. The budget allocated for this project is **\$665,000** (\$500,000 from the State of Texas and \$165,000 from the City of Texas City).

During construction, the City of Texas City will provide a project representative to observe the daily progress of the work. Therefore, construction inspection services by ARKK personnel is not part of the scope of this proposal.

Construction materials testing costs are not included in this proposal. It is anticipated that a separate construction testing firm will be contracted with directly by the City to perform the testing services.

Based on our discussions with City staff, at this time it is anticipated that this construction will not require a new US Army Corps of Engineers (USACE) permit application since this is a repair to a previously permitted structure. Therefore, USACE permitting is not included in this proposal.

This proposal addresses the engineering services ARKK will provide the City during the Design and Bid Phases, as well as associated Surveying, Geotechnical, and other services necessary to support the project. The proposal is separated into Basic Services (civil engineering services) and Special Services. The following section details the scope of engineering services proposed for this Project.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing plans of the boat ramp, onsite 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 the surveying firm and authorize the topographic survey for the project site.
- Plot survey data of the site.
- Provide the design for the breakwater improvements.

- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- 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 bid documents.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and public and private utilities affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Additional Services portion of this proposal.
- Prepare an engineer's cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

B. Special Services - Design Phase

1. Survey Services

- Perform a topographic survey of the project site.

2. Geotechnical Services

- Perform a geotechnical investigation of the project area. A budget for 50 vertical feet of soil borings is included in this proposal.
- Provide recommendations for the sheet pile design.

3. Coordinate with the Corps of Engineers

This coordination effort will be for confirming for that this construction will not require a new US Army Corp of Engineers (USACE) permit application since this is a repair to a previously permitted structure. ARKK Engineers will coordinate with the USACE and if a new permit is determined to be required for the proposed work, ARKK will submit a separate proposal to the City.

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 project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Services

- Prepare construction contracts for execution by the Contractor and the City.
- Conduct a pre-construction conference for the project.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's 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.
- 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.
- Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

FEE

Design Phase Services: lump sum amount of	\$55,250.00
Surveying: Subcontractor's Cost plus 10%	\$5,500.00
Geotechnical Investigation: Subcontractor's Cost plus 10%	\$14,960.00
Reproduction: lump sum amount of:	\$500.00
Bid Phase Services - Lump Sum Amount of:	\$1,750.00
Construction Administration Services - Lump Sum Amount of:	<u>\$11,900.00</u>
TOTAL FEE:	\$ 89,860.00

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

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. 21-075

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 SANSOM-YARBROUGH BOAT RAMP BREAKWATER REPAIR 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 Sansom-Yarbrough Boat Ramp Breakwater Repair Project; and

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Service of the Sansom-Yarbrough Boat Ramp Breakwater Repair Project; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$89,860.00.

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 Sansom-Yarbrough Boat Ramp Breakwater Repair 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 6th day of October 2021.

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: 10/06/2021

2021-109 Vegetation Management Chemicals Annual Contract

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for Bid # 2021-109 Vegetation Management Chemicals Annual Contract.

BACKGROUND

On September 09, 2021, a Notice to Bidders was published in the local newspaper and bid packets were made available to local area vendors. Bids were opened on September 23, 2021 at 2 pm. The bids were read aloud and a bid tabulation was filled out. The lowest responsible bidder meeting all of the all specifications was Nutrien Ag Solutions.

A bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2021-109 Vegetation Management Chemicals Annual Contract to Nutrien Ag Solutions for the unit prices bid and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

BID TAB TOTALS

2021-109 VEGETATION MANAGEMENT CHEMICALS

Bid Opening September 23, 2021 at 2:00 p.m.

<u>ITEM</u>	<u>Nutrien Ag Solutions</u>	Helena	Red River
41% Glyphosate 2.5 Gal. Container Unit / Extended	\$42.00 \$2,016.00	NO BID	\$95.00 \$4,560.00
41% Glyphosate 30 Gal. Drum Unit / Extended	\$487.50 \$1,950.00	NO BID	\$1,140.00 \$4,560.00
Aquatic Glyphosate 2.5 Gal. container Unit / Extended	\$54.38 \$1,305.00	NO BID	\$100.00 \$2,400.00
Aquatic Glyphosate 30 Gal. Drum Unit / Extended	\$642.60 \$1,285.20	NO BID	\$1,200.00 \$2,400.00
Arsenal 2.5 Gal. Container Unit / Extended	\$114.23 \$1,370.70	NO BID	\$155.60 \$1,867.20
Arsenal 30 Gal. Drum Unit / Extended	\$1,370.70 \$1,370.70	NO BID	\$1,867.20 \$1,867.20
Garlon 3-A 2.5 Gal Container Unit / Extended	\$141.25 \$3,390.00	NO BID	\$146.60 \$3,518.40
Garlon 3-A 30 Gal. Drum Unit / Extended	\$1,695.00 \$3,390.00	NO BID	\$1,759.20 \$3,518.40
Plateau 1 Gal. Unit / Extended	\$104.50 \$418.00	NO BID	\$130.00 \$520.00
Oust 3 LB Container Unit / Extended	\$78.75 \$157.50	NO BID	\$108.66 \$217.32

BID TAB TOTALS

2021-109 VEGETATION MANAGEMENT CHEMICALS

Bid Opening September 23, 2021 at 2:00 p.m.

<u>ITEM</u>	<u>Nutrien Ag Solutions</u>	<u>Helena</u>	<u>Red River</u>
Surfactant 2.5 Gal. Container Unit / Extended	\$23.50 \$564.00	NO BID	\$40.00 \$960.00
Surfactant 30 Gal. Drum Unit / Extended	\$282.00 \$564.00	NO BID	\$480.00 \$960.00
Aquatic Surfactant 2.5 Gal. Container Unit / Extended	\$36.25 \$145.00	NO BID	\$40.00 \$160.00
Nu Film – IR 2.5 Gal. Container Unit / Extended	\$92.50 \$740.00	NO BID	\$105.70 \$845.00
Drift Control Per Quart Unit / Extended	\$10.45 \$209.00	NO BID	\$11.28 \$225.60
Drift Control Per Gallon Unit / Extended	\$41.80 \$209.00	NO BID	\$34.00 \$170.00
Tank Cleaner Per Gallon Unit / Extended	\$31.00 \$310.00	NO BID	\$23.88 \$238.80
Marking Dye Per Gallon Unit / Extended	\$16.10 \$161.00	NO BID	\$22.00 \$220.00
Marking Dye 2.5 Gallon Container Unit / Extended	\$40.25 \$161.00	NO BID	\$52.50 \$210.00
Reward Per Gallon Unit / Extended	\$77.25 \$77.25	NO BID	\$54.00 \$54.00
TOTAL EXTENDED	\$19,793.35	NO BID	\$29,471.92

RESOLUTION NO. 21-076

A RESOLUTION APPROVING BID NUMBER 2021-109 VEGETATION MANAGEMENT CHEMICALS ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on September 9, 2021. Bids packets were made available to local area vendors for Bid No. 2021-109 Vegetation Management Chemicals Annual Contract; and

WHEREAS, bids were opened on September 23, 2021, and the low responsible bid meeting all the specifications was received from Nutrien Ag Solutions; and

WHEREAS, the Public Works Department recommends awarding Bid No. 2021-109 Vegetation Management Chemicals Annual Contract to Nutrien Ag Solutions.

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. 2021-109 Vegetation Management Chemicals Annual Contract to Nutrien Ag Solutions.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Texas Fueling Services, Inc. for the respective unit prices bid in **Exhibit “A”** attached hereto 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 6th day of September 2021.

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: 10/06/2021

Submitted By: Rhomari Leigh, Management Services

Department: Police Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-077, approving the purchase of five (5) vehicles for the Texas City Police Department through GoodBuy 20 8F00 Vehicles. (Police Department)

BACKGROUND

The Police Department is seeking approval to purchase vehicles in the 2021-2022 budget. The following vehicles have quotes attached:

Patrol- 4 2022 Ford Explorers plus equipment.
\$55,916.98 each
\$223,967.92 Total

K9 patrol vehicle- 1 2022 Ford Explorer plus K9 equipment.
\$55,297.73 each
\$55,597.73 Total

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 21-077

A RESOLUTION APPROVING THE PURCHASE OF FIVE (5) VEHICLES WITH EQUIPMENT FOR THE TEXAS CITY POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Police Department requests approval for the purchase of five (5) vehicles; and

WHEREAS, these vehicles with equipment are to be purchased from Silsbee Ford through GoodBuy 20 8F000 Vehicles; and

WHEREAS, funds for this purchase are in the City's 2019/2020 budget.

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 of five (5) vehicles for a total price, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to execute any documentation necessary for the purchase of the police cars as contemplated herein.

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

PASSED AND ADOPTED this 6th day of October 2021.

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

K. **GOODBUY Administrative Fee (\$300 per purchase order)**

\$	300.00
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L. **Total Purchase Price** _____

\$	223,967.92
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K. **GOODBUY Administrative Fee (\$300 per purchase order)**

\$	300.00
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L. **Total Purchase Price** _____

\$	55,597.73
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QUOTE

AGENCY	TEXAS CITY
DATE QUOTED	21-Sep-21
SALESMAN	SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE
K-9		2022 PI UTILITY	
TSM.CC-20-UVLP-17	1	17" TROY CONSOLE	
TSM.AC-INBHG	1	INTERNAL CUP HOLDER	
TSM.AC-TB-ARM	1	ARM REST	
TSM.CM-SDMT-SL-LED	1	SIDE MOUNTED DOCKING STATION MOUNT	
TSM.CP-UV20-CARGO	1	CARGO MOUNT W/GAS SHOCKS	
TSM.AC-20-UV-TRAY	1	ELECTRONICS TRAY	
TSM.SB-ECO-42-20-13-T	1	CARGO BOX	
BI.LSBD-2071GQ-11	1	TEMPEST 48" LIGHTBAR	
BI.MS6BHD-RW	1	VERSA MOUNT R/W (PB SIDE)	
BI.MS6BHD-BW	1	VERSA MOUNT B/W (PB SIDE)	
BI.MS6BHD-RB	2	VERSA MOUNT R/B (QTR GLASS)	
BI.MS6BHD-RA	1	VERSA MOUNT R/A (LIC PLATE)	
BI.MS6BHD-BA	1	VERSA MOUNT B/A (LIC PLATE)	
BI.MST6-LP-B-L	1	LICENSE PLATE BRACKET	
BI.HZND4-1RBxW	1	4 LAMP LIGHTSTICK R/B (PB FRNT)	
BI.HZNRZ-LB	4	L BRACKET	
BI.SL209-B	1	COMPARTMENT LIGHT (REAR CARGO AREA)	
BI.JS-100	2	100W SIREN SPEAKER W/ BRACKET	
FS.PF200-R	1	PATHFINDER REMOTE SIREN	
WEI.WEI-403	1	K9 WEAPON MNT W/UNI LOCKS	
BI.HZND6-1RD2W	1	6 LAMP LIGHTSTICK (REAR GLASS)	
R.5344T	1	STEEL TEXTURED PUSHBUMPER	
TES.453440	1	NMO MNT COAX	
BI.FB10-GPC	1	FUSE BLOCK W/ GROUNDING PAD	
AA.EZ-RIDER	1	1/3 2/3 K-9/PRISONER TRANSPORT INSERT	
AA.WATERDISH	1	WATERBOWL	
AA.COOLGUARD	1	FAN, FAN GUARD AND SWITCH	
AA.RUBBERMAT	1	RUBBER MAT	
AA.KENNELLIGHT	1	R/W KENNEL LIGHT	
ACE.HP5020	1	ACE K-9 HOT-N-POP PRO W/ K9 DOOR POP	
ACE.H-NKLBK-P	1	NO K-9 LEFT BEHIND	
		PARTS	

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 10/06/2021

Submitted By: Rhomari Leigh, Management Services

Department: Police Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-078, approving the purchase of four (4) vehicles for the Texas City Police Department and two (2) vehicles for Animal Control through TIPS USA 200206. (Police Department)

BACKGROUND

The Police Department is seeking approval to purchase vehicles in the 2021-2022 budget. The following vehicles have quotes attached:

Animal Control- 2 2022 Ford F-250 trucks with boxes plus equipment.
\$58032.83 each
\$116,065.66 Total

Lieutenants and CID- 3 2022 F-150 Responder Trucks plus equipment.
\$43,379.74 each
\$130,139.22 Total

Chief of Police replacement vehicle- 2022 Chevrolet Tahoe
\$47,277.08 each
\$47,277.08 Total

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 21-078

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) VEHICLES WITH EQUIPMENT FOR THE TEXAS CITY POLICE DEPARTMENT AND TWO (2) VEHICLES WITH EQUIPMENT FOR ANIMAL CONTROL THROUGH TIPS USA 200206; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Police Department requests approval for the purchase of six (6) vehicles; and

WHEREAS, these vehicles with equipment are to be purchased through TIPS USA, Contact No. 200206 Transportation Vehicles, as follows:

- (2) Animal Control- 2022 Ford F-250 trucks with boxes plus equipment from vendor Silsbee Ford.
- (3) 2022 F-150 Responder Trucks plus equipment from vendor Silsbee Ford.
- (1) 2022 Chevrolet Tahoe from vendor 5426 Lake County Chevrolet

WHEREAS, funds for this purchase are in the City's 2019/2020 budget.

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 of six (6) vehicles for a total price, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

SECTION 2: That the Mayor is hereby authorized to execute any documentation necessary for the purchase of the police cars as contemplated herein.

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

PASSED AND ADOPTED this 6th day of October 2021.

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

2 Animal Control Vehicles

PRODUCT PRICING SUMMARY
 TIPS USA 200206 TRANSPORTATION VEHICLES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY ANIMAL CONTROL
 Contact:

Prepared by SETH GAMBLIN
 Phone: 512.436.1313

Email:
Product Description:

A. Bid Item: _____ A. Base Price: 26224

B.

Code Bid Price _____ Description Bid Price _____

	F2A 2795		R GROUP XL	
996 6.2L 2 VALVE SOHC V8 FLEX FUEL	0			
44S 6 SPEED TRANS	0		8' BOX BED	
90L POWER EQUIPMENT GROUP	915			
512 SPARE TIRE, WHEEL, CARRIER & J	295			

66D	PICKUP BOX DELETE		ACCM6	DEERSKIN MANUFACTURING	21918
872	REAR VIEW CAMERA PREP	\$ 415.00		6 COMPARTMENT ANIMAL CONTROL	
				UNIT. PER DEERKSKIN QUOTE	
				Total of B. Published Options:	\$ 26,338.00
				Published Option Discount (5%)	\$ (81.25)
C.	Unpublished Options [not to exceed 25%]			\$=	%
Description		Bid Price	Options		Bid Price

SILSBEE FLEET INSTALL 4853.83 EXTERI
 SILVER SILVERADO SILVERADO FLOOR MOUNT INTERIOR- AG GRAY
 TROY TROY 16" W TROY 16" WIDE-BODY CONSOLE
 SIDE MOUNT SIDE MOUNTED COMPUTER MOUNT
 54 TORRENT 54 TORRENT DUAL FRNT LB

8 HEAD LIGHTSTICK					
L BRACKET					
MINI 8 BUTTON PANEL					
SCENE LIGHT EACH SIDE OF BOX					
			Total of C. Unpublished Options:		\$ 4,853.83
D.					\$ -
E.					\$ 350.00

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 199 \$ 348.25

H. Subtotal: \$ 58,032.83

I. Quantity Ordered 2 x H = \$ 116,065.66

J. Trade in: _____

\$ -

K.

L. Total Purchase Price _____

\$ 116,065.66



DEERSKIN MANUFACTURING INC.
PO BOX 127 ~ SPRINGTOWN, TX 76082
4078 WEST HWY 199 ~ SPRINGTOWN, TX 76082
PHONE (800)880-6089 FAX (817)523-6685
SALES@DEERSKINMFG.COM



ACCM 6
6 COMPARTMENT CHASSIS MOUNT ANIMAL CONTROL UNIT
56" CAB TO AXLE TRUCK/MINIMUM ¼ TON VEHICLE

Rear Storage Compartment:	22"W x 35"H x 80"D
Animal Compartments:	
Front:	28"W x 35"H x 40"D (With Pass Through Divider)
Front Center:	25"W x 26"H x 40"D (With Pass Through Divider)
Rear Center:	25"W x 26"H x 40"D (With Pass Through Divider)

Construction:

- Basic frame is 2x2 welded steel tubing with a Superstructure of 1x1 welded steel tubing
- All steel is hot dipped galvanized before covering
- The ceiling contains 4" foam insulation. The front wall, back wall and bottom contain 1" foam insulation
- The interior and exterior material is 20 gauge stainless steel
- The ceilings consist of .050 aluminum with a roof of 125 aluminum diamond plate
- Doors are made with 12 gauge stainless steel and hinged from the front with a continuous stainless steel hinge
- Doors have positive locking tee handles, keyed alike
- Doors have adjustable louvered aluminum vents with perforated inside covers
- Storage compartment floors are carpeted
- The storage compartment doors are solid (with no vents)
- Units are equipped with LED marker lights, LED stop and tail lights, LED dual backup lights, and four-way flashers
- The body is mounted to the vehicle frame with eight (8) angle brackets



DEERSKIN MANUFACTURING INC.

PO BOX 127 ~ SPRINGTOWN, TX 76082
4078 WEST HWY 199 ~ SPRINGTOWN, TX 76082
PHONE (800)880-6089 FAX (817)523-6685
SALES@DEERSKINMFG.COM

Included Accessories

12 Volt Exhaust Fan installed on the roof of the unit to exhaust heat from each compartment. The exhaust fan is rated at 800 CFM. If an air conditioner is installed, the fan is omitted.

LED Interior lights are installed in each animal compartment and storage compartment with the switch box mounted in the cab of the vehicle.

1-FRONT Swinging partitions are installed in animal compartments and can be opened to create a pass-through compartment between each side of the unit. If a slide out lift system is installed, the swinging partition is omitted in that compartment.

Backup Camera from the factory will be installed on the rear of the animal control unit. **If your vehicle is not equipped from the factory with a backup camera monitor, there will be additional charges.**

6-Secondary Safety Door—These doors are located inside the primary door and are constructed of 125 aluminum with 3/4” holes punched for ventilation and a catch pole cutout.

2-Rear of Unit on Roof-LED Emergency Strobe – LED Mini lightbar strobe installed on front of unit. Strobe is operated by a switchbox in the vehicle cab.

Step Bumper-The bumper is constructed of stainless steel and is 82” long and 6” wide, with shur-step antiskid in place.

6-Rubber Mats-Constructed of 1/2” thick, chew proof rubber mats to fit the floor of the compartment.

LED Work Lights (2) 4 X 6 LED work lights mounted on the rear of the unit.

Price for each unit per above specifications is	\$ 20,418.00
Charge for Installation at Factory	\$ 1,500.00
Shipping Charges	\$ Customer Pick Up
Total Price for Each Unit	\$ 21,918.00

***Due to multiple material price increases seen this year, all prices and availability are subject to change without notice. Pricing will be honored for 30 days maximum and must be confirmed at the time of order placement.**

Quote To
City of Texas City, Tx
C/O Seth Gamblin
Silsbee Fleet

Jennifer Villasana 09.29.21



DEERSKIN MANUFACTURING INC.

PO BOX 127 ~ SPRINGTOWN, TX 76082
4078 WEST HWY 199 ~ SPRINGTOWN, TX 76082
PHONE (800)880-6089 FAX (817)523-6685
SALES@DEERSKINMFG.COM

Optional Accessories

Backup Alarm

Top Luggage Rack-This rack is installed on top of unit for additional storage. The rack is constructed of 1 ½ X 1 ½ square aluminum tubing welded.

Air Conditioning System- Unit is 18,900 BTU with add on compressor to truck engine. (Rangers, S-10's, Toyotas, etc are not adaptable to brackets for added compressors.)

Auxiliary Heating- A 16,000 BTU directional air louvered heater.

Patio Storage Bumper-The bumper is constructed of steel and is 82" long and 15" wide, painted with automotive polyurethane paint, and has a storage compartment in the center.

Dead Animal Pan-Pan is constructed of aluminum and has four raised sides and handles on each end and is removable.

Deerskin Lift System-Slide out cage housed in curb side front compartment to assist in lifting large animals. Powered by a 2500# 12 volt, cable winch, the cage lowers to curb height and is capable of lifting 200 pounds.

Dead Animal Box with Lift Gate-Located in the rear center of the unit, with a hydraulic lift gate capable of lifting 1000 pounds. If this is added to the unit, the rear storage becomes 8" deep on each side.

LED Directional Light Bar -Traffic advisor located on the rear of the unit, placed at center top to advise traffic of the vehicle location.

Door Props-Mounted to the inside of the primary door, used to hold the door in open position while loading/unloading animals.

Digital Thermometer-Mounted on dash of truck with the probe located inside animal unit to monitor temperature while vehicle is in use.

3 F-150 Responders

PRODUCT PRICING SUMMARY
 TIPS USA 200206 TRANSPORTATION VEHICLES
 VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY PD
 Contact:

Prepared by SETH GAMBLIN
 Phone: 512.436.1313

Email:
Product Description:

A. Bid Item: _____ A. Base Price: 35395

B. _____

Code Bid Price

Description Bid Price

998 3.5L V6 ECOBOOST
 W1P 0

ING BOARDS September 6, 1900

44G EED TRANS AUTO

53A TRAILER TOW PACKAGE

995

Code	Description	Bid Price	Options	Bid Price	Options
67P	REMOTE KEYLESS	\$ 340.00			
					Total of B. Published Options: \$ 1,585.00
					Published Option Discount (5%) \$ (79.25)
C.	Unpublished Options [not to exceed 25%]			\$=	%
Description		Bid Price	Options		Bid Price

SILSBEE FLEET INSTALL

5780.74 EXTERI

INTERIOR- PG MEDIUM EARTH GRAY
 150A- E

Code	Description	Bid Price	Options	Bid Price	Options
					ETA OCTOBER 2021
					Total of C. Unpublished Options: \$ 5,780.74
D.				\$ -	
E.				\$ 350.00	

F. Contract Price Adjustment:

G. Additional Delivery Charge:

199

\$ 348.25

H. Subtotal:

\$ 43,379.74

I. Quantity Ordered

3 x H =

\$ 130,139.22

J.	Trade in:	_____	\$ -
K.			
L.	Total Purchase Price	_____	\$ 130,139.22

Tahoe

PRODUCT PRICING SUMMARY

TIPS USA 200206 TRANSPORTATION VEHICLES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75941

End User: TEXAS CITY PD SLICK TOP

Prepared by SETH GAMBLIN

Contact:

Phone: 512.436.1313

Email:
Product Description:

A. Bid Item: _____ A. Base Price: _____

B. _____

Code Bid Price _____ Description Bid Price _____

CC10706 1195

L84 5.3L V8 W/AUTOMATIC 0 515 VINYL BACK SEAT

MQC 10 SPEED TRANS _____ 0

REAR PARK ASSIST / REAR CAMERA

6J7 FLASHER SYSTEM, HEAD & TAIL LIGHTS 50 WHEELS 20"X9" STEEL

ASSIST STEPS				
				Total of B. Published Options:
				Published Option Discount (5%)
C.	Unpublished Options [not to exceed 25%]			\$=
Description		Bid Price	Options	
		800		
	SILSBEE FLEET INSTALL	9012.33		

EXTERIOR - BLACK
INTERIOR - JET BLACK CLOTH H1T

ASSIST STEPS				
				Total of C. Unpublished Options:

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 199 miles

H. Subtotal:

I. Quantity Ordered 1 x H = _____

--

35524

0

--

MERA

\$ 1,245.00
\$ (2.50)
%
Bid Price

\$ 9,812.33
\$ -
\$ 350.00

\$ 348.25

\$ 47,277.08

\$ 47,277.08

\$ -

\$ 47,277.08

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 10/06/2021

Non-conforming use

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 21-24, amending certain sections of Chapter 160 'Zoning' related to non-conforming uses of land or structures.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 21-24

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV - LAND USAGE, CHAPTER 160, "ZONING", REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER 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, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV - Land Usage, Chapter 160, Zoning, to update information contained in the Code, and

WHEREAS, Pursuant to TEX. LOCAL GOV'T CODE § 211.001 et seq. the City of Texas City is authorized to regulate the subdivision of land within the City's corporate limits and may adopt rules governing regulating the height, number of stories, and size of buildings and other structures within the City's jurisdiction to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality, and

WHEREAS, there is a need to clarify the non-conforming use requirements of structures within the City, and

WHEREAS, the City Commission determines that amending Title XV – Land Usage, Chapter 160, will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality. The City of Texas City's Code of Ordinances, Section 160.089 (entitled "Non-Conforming Uses") is hereby amended by adding the following:

§ 160.089 NON-CONFORMING USES.

- (A) Any use of land or structures which do not conform to the use regulations prescribed in this chapter or amendments hereto shall be deemed a non-conforming use.
- (B) Any building or structure on a lot which does not conform the lot area, lot dimensions, front yard, side yard, rear yard or coverage, or any building or structure which does not

conform to the height, parking, loading, building spacing or any other regulations or any requirements of this chapter shall be deemed a non-conforming building or structure.

- (C) Any use or failure to meet requirements that existed lawfully at the time of enactment of this chapter may be continued subject to reasonable regulations by the Board of Adjustments, except as described in the following.
- (1) A non-conforming use or failure to meet requirements shall not be continued when there is a change of use.
 - (2) A non-conforming use or failure to meet requirements shall not be continued when 50% of the floor area of the use or structure is remodeled or rebuilt.
 - (3) A non-conforming use or failure to meet requirements shall not be continued when the non-conforming use is abandoned. A structure shall be deemed to be abandoned when the electrical service and/or water service has been disconnected for a period of six (6) consecutive months.
 - (4) Any non-conforming use or failure to meet requirements shall be brought into compliance when the property is rezoned to another district.

Section 2. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 3. It is hereby declared to be the intention of the City Commission of the City of Texas City, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. All rights and privileges of the City of Texas City, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. This Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

Section 6. That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this 6th day of October 2021.

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) (b)

Meeting Date: 10/06/2021

Additional authority regarding substandard structures

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 21-25, amending certain sections of Chapter 150 'Building Regulations; Construction" related to additional authority regarding substandard structures.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 21-25

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV - LAND USAGE, CHAPTER 150, "BUILDING REGULATIONS; CONSTRUCTION", REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER 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, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV - Land Usage, Chapter 150, Building Regulations; Construction, to update information contained in the Code, and

WHEREAS, Pursuant to TEX. LOCAL GOV'T CODE § 211.001 et seq. the City of Texas City is authorized to regulate the subdivision of land within the City's corporate limits and may adopt rules governing regulating the height, number of stories, and size of buildings and other structures within the City's jurisdiction to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality, and

WHEREAS, there is a need to clarify the additional authority regarding substandard buildings, and

WHEREAS, the City Commission determines that amending Title XV – Land Usage, Chapter 150, will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact, and

Section 2. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality, and

Section 3. The City of Texas City's Code of Ordinances, Section 150.032 is hereby amended as follows:

§ 150.032 ADDITIONAL AUTHORITY REGARDING SUBSTANDARD BUILDINGS.

(A) In addition to the powers and remedies provided for by the foregoing, and without affecting the ability of the city to proceed under other provisions of this subchapter, or by other law, the city implements Tex. Local Gov't Code Ch. 214 as additional authority concerning substandard structures.

(B) The City Commission grants the authority to the Building and Standards Commission to act on its behalf in hearing cases and enforcing laws and ordinances as provided by Tex. Local Gov't Code Ch. 214. This subchapter does not affect the ability of the city to proceed under the jurisdiction of the Municipal Court.

Section 4. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 5. It is hereby declared to be the intention of the City Commission of the City of Texas City, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 6. All rights and privileges of the City of Texas City, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 7. This Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

Section 8. That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this 6th day of October, 2021.

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: 10/06/2021

Fireworks” related to exterior stairway construction.

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 21-26, amending certain sections of Chapter 96 “Fire Prevention and Protection: Fireworks” related to exterior stairway construction.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 21-26

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, TEXAS, CHAPTER 96 FIRE PREVENTION AND PROTECTION: FIREWORKS; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; 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, the City of Texas City seeks to amend Chapter 96 “Fire Prevention and Protection: Fireworks”; and

WHEREAS, there is a need to address the minimum fire and safety standards of building construction within the City, and

WHEREAS, upon recommendation of the Fire Chief and Fire Marshal and full review and consideration of all matters related and attendant thereto, the City Commission determines that amending Title IX General Regulations, Chapter 96 – Fire Prevention and Protection: Fireworks, will promote the health, safety, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1: The Code of Ordinances of the City of Texas City, Texas, Chapter 96, Section 96.02 “Amendments to the International Fire Code” is amended as follows:

Sec. 1011.7 of the International Fire Code is amended to read as follows:

1011.7 Stairway construction. *Stairways* shall be built of materials consistent with the types permitted for the type of construction of the building.

Exterior stairway construction: Exterior stairways serving as an element of the means of egress, or a fire escape shall be built with non-combustible materials. Where the provisions of this chapter conflict with the building code that applied at the time of construction, the most restrictive provision shall apply.

Section 2: All provisions of the Code of Ordinances of the City of Texas City in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Texas City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 3: 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, and if any

phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph, or section of this Ordinance.

Section 4: The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

Section 5: 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 6: 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 6th day of October 2021.

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) (d)

Meeting Date: 10/06/2021

Zoning” related to minimum dwelling square footage of residential home construction

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 21-27, amending certain sections of Chapter 160 ‘Zoning” related to minimum dwelling square footage of residential home construction.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

Attachment

ORDINANCE NO. 21-27

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS, TITLE XV - LAND USAGE, CHAPTER 160, "ZONING", REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE CHARTER 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, there is a need to amend The Code of Ordinances of the City of Texas City, Texas, Title XV - Land Usage, Chapter 160, Zoning, to update information contained in the Code, and

WHEREAS, Pursuant to TEX. LOCAL GOV'T CODE § 211.001 et seq. the City of Texas City is authorized to regulate the subdivision of land within the City's corporate limits and may adopt rules governing regulating the height, number of stories, and size of buildings and other structures within the City's jurisdiction to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality, and

WHEREAS, there is a need to address the minimum habitable square footage of residential homes constructed within the City, and

WHEREAS, the City Commission determines that amending Title XV – Land Usage, Chapter 160, will promote the health, safety, morals, and general welfare of the City and the safe, orderly, and healthful development of the City;

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

Section 1. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to promote health, safety, morals, or general welfare and the safe, orderly, and healthful development of the municipality. The City of Texas City's Code of Ordinances, Section 160.006 (entitled "Definitions") is hereby amended by adding the following:

Sec. 160.006 Definitions

SINGLE-FAMILY STRUCTURE MINIMUM FOOTPRINT. The minimum square footage of a primary structure foundation (footprint) shall be not less than 899 square feet, exclusive of porches, garages, carports and/or storage area(s). This shall apply to all single-family residential homes subject to the International Residential Code. This shall apply to District A, A-1, A-2, B, and B1, and

For all the districts listed above, under Section (D) *Area and height regulations*, add a line item for minimum dwelling square footage to the Table: 899 square feet (See Attachment A incorporated herein).

The City of Texas City's Code of Ordinances, Section 160.024(A) (entitled "DISTRICT A, SINGLE-FAMILY RESIDENTIAL") is hereby amended by deleting in its entirety all the existing language in Section 160.024(A) and replacing it with the following:

Sec. 160.024 DISTRICT A, SINGLE-FAMILY RESIDENTIAL.

(A) Purpose.

- (1) District A is intended to be comprised of single-family detached residential dwellings with a minimum dwelling square footage of not less than 899 square feet located on lots with a minimum area of 6,000 square feet.
- (2) This district is also intended to accommodate public or parochial schools, churches, parks or governmental uses other than prisons or halfway houses.

The City of Texas City's Code of Ordinances, Section 160.025(A) (entitled "DISTRICT A-1, SINGLE-FAMILY RESIDENTIAL") is hereby amended by deleting in its entirety all the existing language in Section 160.025(A) and replacing it with the following:

Sec. 160.025 DISTRICT A-1, SINGLE-FAMILY RESIDENTIAL.

(A) Purpose. District A-1 is intended to be comprised of low density, single-family detached residential dwellings with a minimum dwelling square footage of not less than 899 square feet, located on lots with a minimum area of 8,200 square feet. This district is also intended to accommodate public or parochial schools, churches, parks or governmental uses, other than prisons or halfway houses.

The City of Texas City's Code of Ordinances, Section 160.026(A) (entitled "DISTRICT A-2, PATIO HOMES") is hereby amended by deleting in its entirety all the existing language in Section 160.026(A) and replacing it with the following:

Sec. 160.026 DISTRICT A-2, PATIO HOMES.

(A) Purpose. District A-2 is intended to be comprised of single-family, zero lot line, detached residential dwellings with a minimum dwelling square footage of not less than 899 square feet. The district allows the main structure to be constructed coincident with one of the side property lines and requires only one side yard setback in order to maximize lot usage and yet maintain a neighborhood character consistent with conventional single-family detached homes.

The City of Texas City's Code of Ordinances, Section 160.027(A) (entitled "DISTRICT B, SINGLE-FAMILY ATTACHED, DUPLEX RESIDENTIAL") is hereby amended by deleting in its entirety all the existing language in Section 160.027(A) and replacing it with the following:

Sec. 160.027 DISTRICT B, SINGLE-FAMILY ATTACHED, DUPLEX RESIDENTIAL.

(A) Purpose. District B is intended to be comprised of single-family attached, two-family dwellings or duplexes with a minimum dwelling square footage of not less than 899 square feet each. Single-family attached dwellings refer to the style of structures in which each dwelling unit is situated on a separately platted lot of record, where the property line runs coincident with the common firewall separating the units. No more than two units may be attached. The district also permits the structure on a single lot containing two dwelling units (duplex) that are separated by a common, unpierced wall.

The City of Texas City's Code of Ordinances, Section 160.028 (A) (entitled "DISTRICT B-1, TOWNHOUSE RESIDENTIAL") is hereby amended by deleting in its entirety all the existing language in Section 160.028(A) and replacing it with the following:

Sec. 160.028 DISTRICT B-1, TOWNHOUSE RESIDENTIAL.

(A) Purpose. District B-1 is intended to be comprised of multiple, single-family attached (townhouse) dwellings with a minimum dwelling square footage of not less than 899 square feet each. This is a medium density residential neighborhood which encourages individual home ownership. Each dwelling unit is situated on a separately platted lot of record, where the property line runs coincident with the common firewall separating the units. The maximum permitted density is 15 units per acre.

Section 2. This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

Section 3. It is hereby declared to be the intention of the City Commission of the City of Texas City, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. All rights and privileges of the City of Texas City, Texas, are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in

court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 5. This Ordinance shall be effective immediately upon the passage, approval and publication as required by law.

Section 6. That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this 6th day of October 2021.

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

Attachment A

DISTRICT A	
Maximum height of accessory structure	2 stories or 25 feet, unless structure is constructed with fabricated metal siding or roofing, in which case accessory structure shall be limited to one story or 15 feet
Maximum height of principal structure	2.5 stories or 35 feet
Detached Single Family Structure Minimum Footprint	899 square feet
Maximum lot coverage by principal structure	40%
Minimum distance between detached structures	10 feet
Minimum front yard	25 feet
Minimum lot area per dwelling unit	6,000 square feet
Minimum lot depth	100 feet
Minimum lot width	50 feet
Minimum rear yard	20 feet
Minimum side yard	Minimum of 5 feet
Minimum side yard corner lot	15 feet on street side

DISTRICT A 1	
Maximum height of accessory structure	2 stories or 25 feet, unless structure is constructed with fabricated metal siding or roofing, in which case accessory structure shall be limited to one story or 15 feet
Maximum height of principal structure	2.5 stories or 35 feet
Detached Single Family Structure Minimum Footprint	899 square feet
Maximum lot coverage by principal structure	40%
Minimum distance between detached structures	10 feet
Minimum front yard	30 feet
Minimum lot area per dwelling unit	8,200 square feet
Minimum lot depth	100 feet
Minimum lot width	70 feet
Minimum rear yard	20 feet
Minimum side yard	5 feet
Minimum side yard of corner lot	15 feet on street side

DISTRICT A-2	
Maximum area of subdivision	10 acres
Maximum height of accessory structure	2 stories or 15 feet, unless structure is constructed with fabricated metal siding or roofing, in which case accessory structure shall be limited to one story or 15 feet
Maximum height of principal structure	2.5 stories or 30 feet
Detached Single Family Structure minimum footprint	899 square feet
Maximum lot coverage by principal structure	50%
Maximum lot coverage by structures, driveways and parking	60%
Minimum area of subdivision	1 acre
Minimum distance between detached structures	10 feet, see division (F)(3) below
Minimum front yard	15 feet; 20 feet where garage faces street
Minimum lot area per dwelling unit	4,000 square feet
Minimum lot depth	90 feet
Minimum lot width	40 feet
Minimum lot width of corner lot	45 feet
Minimum rear yard	10 feet for 1 story; 15 feet for 2 stories
Minimum side yard	8 inches on one side; 10 feet on opposite side
Or alternate minimum side yard	5 feet on each side
Minimum side yard of corner lot	15 feet on street side

DISTRICT B	
Maximum height of accessory structure	1 story or 15 feet
Maximum height of principal structure	2 stories or 30 feet
Detached Single Family Structure minimum footprint	899 square feet
Maximum lot coverage by principal structure	40%
Maximum lot coverage by structures, driveway and parking	60%
Minimum distance between detached structures	10 feet
Minimum front yard	30 feet
Minimum lot area per dwelling unit	6,000 square feet for single-family detached dwelling; 3,000 square feet for each attached dwelling
Minimum lot depth	100 feet
Minimum lot width	60 feet for each single-family detached/duplex; 30 feet for each single-family attached structure
Minimum rear yard	20 feet
Minimum side yard	6 feet
Minimum side yard of corner lot	15 feet on street side

DISTRICT B 1	
Maximum height	30 feet
Maximum length of the attached single-family complex	200 feet
Detached Single Family Structure Minimum Footprint	899 square feet
Maximum lot coverage by principal structure	50%
Maximum lot coverage by structures, driveway and parking	70%
Minimum front yard	25 feet
Minimum lot area per dwelling unit	2,904 square feet
Minimum lot depth	90 feet
Minimum lot width	30 feet
Minimum rear yard	20 feet
Minimum side yard	0 feet between units; 6 feet at the end of each complex
Minimum side yard of corner lot	15 feet on street side

CITY COMMISSION REGULAR MTG

(8) (e)

Meeting Date: 10/06/2021

Amend the fiscal year 2021/2022 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 fiscal year 2021-2022 budget to include funds created and approved by City Commission after the proposed budget was filed on August 16, 2021.

BACKGROUND

The fiscal year 2021-2022 proposed budget was filed for public review on August 16, 2021. Subsequent to that date, amendments were made to the fiscal year 2020-2021 budget that need to be carried over to fiscal year 2021-2022.

Those amendments are in Ordinance No. 21-20 for Fund Number 242 and Ordinance No. 21-23 for Fund Number 243.

ANALYSIS

Budget amendment is to add funds 242 and 243 and the related budgets to the fiscal year 2021-2022 budget. The dollar amounts carried over remain the same as originally budgeted in Ord. No. 21-20 and Ord. No. 21-23.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 21-28

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO INCLUDE FUNDS CREATED AND APPROVED BY CITY COMMISSION AFTER THE PROPOSED BUDGET WAS FILED ON AUGUST 16, 2021; 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. 21-21 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021-2022; and

WHEREAS, a budget amendment is needed to include funds created and approved by City Commission after the proposed budget was filed on August 16, 2021.

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 2021-2022 of the City of Texas City, Texas, is hereby amended as follows:

To add funds 242 and 243 and the related budgets to the fiscal year 2021-2022 budget. The dollar amounts carried over remain the same as originally budgeted in Ordinance No. 21-20 and Ordinance No. 21-23.

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 6th day of October 2021.

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) (f)

Meeting Date: 10/06/2021

Amend the fiscal year 2021/2022 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 fiscal year 2021-2022 budget to increase the Police Department’s salaries and benefits related to the Collective Bargaining Agreement between the City of Texas City and Texas City Municipal Police Association.

BACKGROUND

The City and Texas City Municipal Police Association (TCMPA) negotiated an agreement and the TCMPA approved the agreement effective October 1, 2021 through September 30, 2024.

Part of the agreement pertained to salaries. The approved agreement includes a pay increase of 7% in fiscal year 2021/2022, 4% increase in fiscal year 2022/2023, and 4% increase in fiscal year 2023/2024. A budget amendment is needed to reflect the 2021/2022 increase because the budget was adopted prior to the signing of the collective bargaining agreement. Increases in salaries also increased some of the related benefits.

The signed agreement is attached.

ANALYSIS

Budget Amendment:

General Fund (101) Police Department (201):

Salaries and Benefits	\$321,276.00
Unassigned Fund Balance	(\$321,276.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

TCMPA CBA
Ordinance

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF TEXAS CITY, TEXAS

AND

TEXAS CITY MUNICIPAL POLICE ASSOCIATION

October 1, 2021

through

September 30, 2024

PREAMBLE

The following Agreement by and between the City of Texas City, Texas ("City") and the Texas City Municipal Police Association ("Association") is entered into pursuant to The Fire and Police Employee Relations Act, Tex. Loc. Gov't Code, Chapter 174. The City recognizes the Association as the sole and exclusive bargaining agent for all permanent non-probationary police officers as defined in the TEX. LOC. GOV'T CODE § 143.027. The City and the Association agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the police officers of the City. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and to foster effective cooperation between the City and its police officers. Therefore, this Agreement is intended to be in all respects in the public interest.

Article I - Duration

Section 1. This Agreement shall be effective as of the **1st day of October 2021** and shall remain in full force and effect until the **30th day of September 2024**, or until such time as it is superseded by a new contract between the parties, or in the event the two parties cannot agree on a superseding contract, the present contract shall stay in full force and effect for three (3) years beyond the existing contract.

This agreement shall be automatically renewed from year to year after the expiration date unless either party shall have notified the other at least 120 days prior to the expiration that it desires to modify the agreement.

Section 2. Wherever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of the specific economic improvement requested at the time it gives written notice of request for collective bargaining as set forth in Section 1 above.

Article II - Definitions

- A. "City" means the City of Texas City.
- B. "Association" means the Texas City Municipal Police Association, Inc., a Texas non-profit corporation.
- C. "Board of Directors" means those members of the Association who are duly elected or appointed and serve as members of the Board of Directors of the organization pursuant to the Articles of Incorporation and By-laws of the Association.
- D. "Bargaining Committee" means those members of the Association who are duly elected in accordance with the Association Constitution Article IV, Section 3.

- E. "Employee" means any sworn police officer employed in the Department of the City excluding the Chief of Police.
- F. "Grievance" means any and all disputes arising under the procedure in Article XIX.
- G. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- H. "Chief" means the Chief of Police of the City of Texas City.
- I. "Mayor" means the Mayor of the City of Texas City.
- J. "Commission" means the Civil Service Commission of the City of Texas City, Texas.
- K. "Department" means the Police Department of the City of Texas City, Texas.
- L. "Longevity" means time in service in the Department from the date the Employee became a Probationary Police Officer.
- M. "Gender" - Reference to the male gender throughout this Agreement shall have equal force and include reference to the female gender.
- N. "Detective" means any personnel assigned by the Chief to Investigative duties outside of Patrol Division.
- O. "Non-probationary Police Officer" means a police officer who has completed twelve (12) months of employment with the City, subsequent to obtaining TCOLE certification.
- P. "Probationary Police Officer" means a police officer who is employed by the City but has not yet completed twelve (12) months of employment with the City subsequent to obtaining TCOLE certification.
- Q. "Just cause" means a fair and honest cause or reason, regulated by good faith on the part of City for transferring, disciplining, or terminating an Employee. Just cause shall pass the 7 steps of the American Arbitration Association (AAA).
- R. "Regular overtime pay rate" means all add-on pays are added with the Employees' basic rate of pay and then calculated at time and a half (1.5).

S. "Regular hourly rate" means the hourly rate as indicated in the appropriate City's Police Wage Schedule attached hereto as Attachment No. 1.

T. "TCOLE" means the Texas Commission on Law Enforcement.

Article III - Prevailing Rights

All standards, privileges, and working conditions enjoyed by the Employees at the effective date of this Agreement, which are not included in this Agreement, shall remain unchanged for the duration of the Agreement.

Article IV - Management Rights

Section 1. Subject to the terms of this Agreement the Association recognizes the management of the City and the direction of the Department are vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing right of the City to operate and manage its affairs in all respects. The Association recognizes the City's statutory and Charter Rights to:

- A. Direct and schedule the work of its employees, to include the scheduling of overtime work and training in a manner most advantageous to the City.
- B. Hire, promote, demote, transfer, assign, and retain employees in positions with the City.
- C. Discipline, i.e., discharge, demote, or suspend employees, pursuant to the requirements of Local Government Code.
- D. Maintain the efficiency of governmental operations.
- E. Lay off employees from duty because of lack of work, consistent with Civil Service Regulations, City ordinances and State Laws.
- F. Determine and direct the methods, processes, means, and personnel including utilization of personal skills and abilities by which operations are to be carried out.
- G. Contract and subcontract when it is in the best interest of the City.
- H. Use civilians in the Department to perform duties which do not require a commissioned officer or the power of arrest. The scope of such duties includes, but are not limited to, communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. civilians performing such duties are not subject to the terms of this Agreement.

- I. Establish classifications, job descriptions, and standards which provide the basis for recruiting, assignment, and promotion including but not limited to consideration of education, training, special skills, language skills, performance, etc.
- J. Establish and enforce Police Department rules and regulations.
- K. The determination of the size of the work force and the right to abolish positions.

The above rights are vested exclusively in the City, as are all other rights excluding those rights which are limited or superseded by this Agreement, or provisions of Texas Local Government Code, Chapter 174, and/or other similar state statutes.

Section 2. The Chief shall have the exclusive right to:

- A. Establish Police Departmental rules and regulations.
- B. Transfer Employees within the Department to accomplish the mission of the Department in the most efficient manner. Those Employees transferred by the Chief shall not be removed from those positions without just cause.

Article V - Wages

Section 1. Wage Schedule. Effective October 1, 2021, wages shall be paid in accordance with the schedule outlined in Attachment No. 1 and shall be subject to all of the provisions of this Agreement. The City and Association agree that bargaining will take place in 2024 to negotiate a wage schedule to become effective October 1, 2024.

Section 2. Overtime Pay. Employees assigned to positions other than patrol shall be paid at their regular overtime pay rates for all hours worked in excess of forty (40) hours in a work week. Employees assigned to patrol positions (six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per pay period) shall be paid at their regular overtime pay rates for all hours worked in excess of eighty (80) hours in a two-week period. If the City and the Association mutually agree to return patrol to eight (8) hour shifts, the forty (40) hour per week overtime provision shall apply to the patrol positions. The City and Association further agree that no Employee shall be reduced in or relieved from working their normally scheduled shift to avoid the payment of overtime. For the purpose of calculating overtime pay owed, vacation, holidays, sick time, compensatory time, personal days, bereavement leave, and department approved training shall be deemed as time worked.

Section 3. Longevity. The City shall contribute five (\$5.00) dollars per month for each year of service in the City's Department to each Employee.

Section 4. Shift Differential Pay. For the purposes of this Section 4 only, officer(s) is defined as on duty, uniformed personnel. This section does not apply to those officers assigned to work 8:00 A.M. to 5:00 P.M. whose duties are primarily administrative. Those officers who work the night shift shall receive an additional \$0.55 per hour for such assignment.

Section 5. Compensatory Time. Employees may at their discretion accept compensatory time in lieu of overtime payment for work scheduled and approved by the department. Compensatory time will be accrued at a rate of one and one-half times the actual hours worked with a maximum accrual of four hundred eighty (480) hours. Compensatory time off shall be scheduled like other leaves of absence and will be subject to staffing levels as determined by the department. Employees will be paid for unused compensatory time up to the maximum accrual of four hundred eighty (480) hours upon severance from the department.

Section 6. Disputes Regarding Wage Violations. Employees covered by this Agreement agree to exhaust the Grievance procedures contained in Article XIX prior to the institution of any claims in State or Federal Court regarding alleged violations of this Article V.

Article VI - Uniforms and Special Assignment Pay

Section 1. Uniforms and Equipment Allowance.

A. The Department will furnish each uniformed officer with a full complement of uniform apparel in quantities and styles prescribed by the Department. Personnel assigned to non-uniform functions and/or optional uniform functions shall receive a yearly clothing allowance.

B. Employees designated by the Chief whose assignment requires a "Business Dress" shall receive \$850.00 per year clothing allowance.

C. Employees designated by the Chief whose assignment requires a "Casual Dress" shall receive \$450.00 per year clothing allowance.

D. All sworn Employees shall receive \$30.00 per pay period as an equipment allowance.

Section 2. Training Officers

A. Employees assigned as training and field training officers shall:

1. Temporary Assigned Training Officer/instructors. Employees assigned to the duties of training, including field training officer, shall receive an additional pay at the rate of \$50.00 per month while performing such duties; provided however, if an Employee trains more than forty (40) hours per month the Employee will receive a maximum of \$100 per month.

2. Designated Field Training Officers. Employees designated as full-time field training officers shall receive an additional pay at the rate of \$50.00 per month. Such designations shall be made by the Chief or his/her designee. Employees who receive this pay shall not receive assignment pay set out in Article VI, Section 2 (A)(1) above.

B. Employees assigned as classroom instructors shall:

1. Adjust their schedule to include their classroom teaching in a normal eight (8) hour working shift, or
2. Receive the standard regular overtime pay rate for each classroom teaching hour worked. Employees who receive regular overtime pay shall not receive assignment pay set out in Section 2.A.

Section 3. S.W.A.T. Employees assigned to the Special Weapons and Tactics Team shall receive an additional \$50.00 per month.

Section 4. On-call Employees. Employees assigned to be on-call including detectives or those designated by the Chief (excluding Employees assigned to the patrol division) shall receive eight (8) hours of compensatory time off per week for each week they are on-call. There shall be no more than two (2) Employees assigned to on-call duty per week.

Section 5. Call Out Pay. Employees called by the Department to report for duty outside their regular schedule shall be paid at the regular overtime pay rate and shall be entitled to work a minimum of four (4) hours at such regular overtime pay rate. The call out pay shall not be pyramided with any other pay. For purposes of this Section 5, to be entitled to call out pay an Employee must report for duty at a physical office of the Department or at the scene of an incident. Employees may choose to waive this entitlement and be paid their regular overtime pay rate for actual time worked. Otherwise, Employees are required to remain on duty and perform essential job functions.

Section 6. Standby Pay. Employees required to standby during their off day for appearances in County or District Court shall receive an additional payment equal to two hours pay at regular overtime pay.

Section 7. Court Time Pay. Employees serving as a witness, under subpoena, in a criminal or civil proceeding, during their off-duty hours, shall receive pay at regular overtime pay.

Section 8. Training.

A. The City shall make a minimum of twenty (20) hours of training per year available to each Employee while on duty.

B. Such training shall be that required by TCOLE to maintain a sworn peace officers' license or specific to the Employees' primary assignment, excluding training required for relief assignments.

C. Any other training required by the Department shall be either on duty or compensated at regular overtime pay.

ARTICLE VII. Seniority

Section 1. Departmental Seniority. “Departmental Seniority” is defined as all years of uninterrupted classified service with the City’s Department.

Section 2. Rank Seniority. Seniority is based upon the date of attainment of rank. In case of same attainment date of rank, seniority in rank shall be based upon the final test score received by the Employee on the promotional examination for that rank. In the case that there is the same final test score the seniority in rank will be determined by Departmental Seniority.

Section 3. Division Seniority. Seniority in a division is based upon the date of assignment to a particular division in the Department. This section is not applicable to Employees assigned to the patrol division.

ARTICLE VIII. Vacation

Section 1. Vacation Allowance. Vacation allowance shall be earned annually based on the following schedule:

- A. One hundred twenty-eight (128) hours vacation with pay after completion of one year of service with the City.
- B. One hundred sixty (160) hours vacation with pay after completion of seven (7) years of service with the City.
- C. One hundred ninety-two (192) hours after completion of eighteen (18) years of service with the City.

Section 2. Scheduling. Employees shall be given preference in scheduling vacations in accordance with Departmental Seniority, within each division or shift. Scheduling of shift assignments and days off within each support division shall be based on division seniority. Scheduling of shift assignments and days off within the patrol division shall be based upon rank seniority. Employees shall be permitted to break up ten (10) days of vacation and use the days one to four at a time, as requested.

Section 3. Termination. Any Employee leaving the service of the City, for any reason, shall be paid for unused vacation time earned for that year, which has been accrued to date of termination.

ARTICLE IX. Holidays

Section 1. Holidays. The following days shall be observed as holidays:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Friday following Thanksgiving Day
Good Friday	Christmas Eve

Memorial Day
Independence Day

Christmas Day
Labor Day

Section 2. Employees who are scheduled to work and actually work on any of the above holidays, shall be compensated at the regular overtime pay rate for hours worked. Employees who are scheduled to work and actually work shall also receive eight (8) hours' holiday pay at their regular hourly rate.

Section 3. An Employee who is not scheduled to work and not working on a holiday shall receive eight (8) hours' holiday pay at their regular hourly rate provided they worked their last scheduled shift before and their next scheduled shift after the holiday; provided however, if the Employee has been granted permission to miss the day before and/or after the holiday because of a vacation, compensatory time off, jury duty, military leave, or a leave of absence for educational, funeral or Association services, or Association leave, the Employee shall be considered as having worked the requisite days and be eligible for the holiday pay.

ARTICLE X. Sick Leave

Section 1. Accumulation and administration of sick leave and on-duty injury benefits shall be pursuant to Tex. Local Gov't Code, §143 except as provided by this Agreement. The Parties agree that the fifteen (15) working days provided by TEX. LOCAL GOV'T CODE, §143.045 is the equivalent of one hundred twenty (120) hours.

Section 2. Sick leave is designed to protect against loss of income due to personal illness or injury, or an illness or injury of a member of an Employee's immediate family. The following are considered immediate family for use of sick leave: current spouse, child or parent that depends on you for care. Any Employee who is absent from duty and reports sickness as the reason for such absence shall be required to present a return to work slip/physicians release upon their return to work, for absences of two (2) or more consecutive work days. It shall be the responsibility of the Employee to furnish evidence satisfactory to the City that a claim for benefits hereunder is based on a bona fide illness or injury, and upon release to return to work, to provide evidence satisfactory to the City that the Employee is fit and able to return to work and perform the duties normally required of them.

Section 3. Any Employee who is absent from duty due to any illness or personal injury, cannot work any outside job until after that Employee has returned to work and worked an assigned shift with the Department.

Section 4. Accumulation of Sick Leave upon separation.

A. The Employee, the Employee's heirs or the Employee's legal representative shall be compensated in cash for any unused accumulation of sick leave up to a maximum of seven hundred twenty (720) hours at the Employee's regular hourly rate of pay, at the time of the Employee's death, resignation, termination or retirement. In the case of any unused accumulation of sick leave in excess of seven hundred twenty (720) hours, an Employee, the Employee's heirs or legal representative shall be compensated in cash for such hours

of unused sick leave in excess of seven hundred twenty (720) hours in an amount equal to one (1) hour's pay for every four (4) hours of unused, accumulated sick leave at the Employee's hourly rate of pay, at the time of the Employee's death or retirement.

B. After the dispersal of sick leave funds as indicated above at retirement, the remaining balance of sick leave will be calculated at the Employee's regular hourly rate of pay, as of the date of retirement and placed in a fund under the Employee's name. The retired Employee's monthly medical insurance premium will be paid from this fund until the balance is depleted or until such time as the Employee reaches their 65th birthday. Section 4(b) will be effective October 1, 2021 and will remain in effect during the term of this Agreement.

ARTICLE XI. Personal Days

Each Employee who goes six (6) calendar months without using sick leave, shall receive an additional day-off (eight (8) hours) without loss of pay. These days shall be referred to as personal days. Scheduling of personal days shall at all times be subject to departmental staffing requirements as determined by the Chief. Personal days must be taken within the following six (6) month period unless departmental staffing requirements has made it impossible for these days to be taken within the specified time period. In such case, personal days may be carried over to the following six-month period. The six (6) month period referred to herein shall be January 1 through June 30 and July 1 through December 31 of each calendar year.

An Employee may accrue up to four (4) personal days (thirty-two (32) hours) to use without loss of pay, however upon termination of employment, there is a cap of two (2) days (sixteen (16) hours) pay.

ARTICLE XII. Pension and Retirement

Employees shall be eligible for coverage under the Texas Municipal Retirement System with the provisions thereof. Service Credit Updates shall be performed by the City biannually, to begin January 1993. Effective January 1, 1998, any Employee of the City who is a member of the Texas Municipal Retirement System ("TMRS") is eligible to retire and receive a service retirement annuity if the member has at least 20 years of credited service in the system. The City will adopt the TMRS Buy Back Option effective January 1, 2003. The City will continue the TMRS Restricted Prior Service Credit option adopted by the City Commission on September 7, 2016.

ARTICLE XIII. Family Bereavement Leave

In the event of a death in the immediate family of an Employee, the Employee shall be granted up to twenty-four (24) hours off with pay so that the Employee may attend the funeral and/or take care of other matters related to the death. The twenty-four (24) hours must be taken during the two-week period following the death of the immediate family members. Proof of death and family relationship is required by the City in order to claim this benefit. "Immediate family" shall be defined as father, mother, grandparents, husband, wife, brother, sister, brother-in-law,

sister-in-law, son, daughter, father and mother of spouse, grandparents of spouse, legal guardian of an employee or spouse, grandchildren, and son-in-law or daughter-in-law.

ARTICLE XIV. Jury Duty

Section 1. Requirements

- A. Employees shall notify their department head or supervisor upon receipt of the notice or jury summons.
- B. Employees working the day shift shall report to their department for work if they are released from jury duty prior to noon.
- C. Employees working the evening shift shall report to work at their regular time if they are released from jury duty prior to noon.
- D. Employees working the night shift shall not be required to work the shift prior to any day that they are scheduled to be in court for jury duty, and if less than eight (8) hours remain between the termination of jury duty and the beginning of the Employee's next regular work shift he/she will not be required to work such shift following jury duty.
- E. Employees must furnish proof from the court showing the date and time of jury duty served.
- F. If the Employee fails to furnish proof and does not report back to work as stated above, then no pay shall be due and disciplinary action may be taken.
- G. Employees serving as a witness under subpoena issued at the request of the City or State shall suffer no loss of pay for the period he is required to be present for such duty, and for a period of two (2) hours preceding reporting time and one (1) hour following time of release of same.

ARTICLE XV. Meals

The City shall provide one (1) meal upon request by any Employee who is required by the Department to remain on duty for an uninterrupted period of two (2) hours or more beyond their scheduled shift.

ARTICLE XVI. Certification Incentive Pay

Section 1. Incentive Pay

- A. Employees who hold an Intermediate Certificate issued by TCOLE shall receive \$150.00 per month (\$69.23 per pay period).
- B. Officers who hold an Advanced Certificate issued by TCOLE shall receive \$250.00

per month (\$115.38 per pay period).

C. Officers who hold a Master's Certificate issued by TCOLE shall receive \$300.00 per month (\$138.46 per pay period).

ARTICLE XVII. Educational Incentive Pay

Employees who hold a degree from an accredited school recognized by the U.S. Department of Education will receive educational pay at one of the levels below:

Associate Degree - \$50.00/month (\$23.08 per pay period)
Bachelor's degree - \$100.00/month (\$46.15 per pay period)
Master's Degree - \$150.00/month (\$69.23 per pay period)
Doctorate Degree - \$175.00/month (\$80.77 per pay period)

The Employee must provide a copy of diploma, degree or transcript evidencing completion of degree requirements.

ARTICLE XVIII. Bilingual Officers

The City shall compensate any Employee certified as bilingual in the amount of seventy-five (\$75.00) dollars for each month of service. Bilingual Employees who speak language(s) other than English and be capable of translating that language into English shall be required to demonstrate that capability Bilingual Employees shall be certified as such after testing in a manner mutually agreed upon and by a person (tester) mutually agreed upon. The tester shall notify the City in writing of the status of any Employee who has been tested and the Employee shall be notified by the City as to their status. Such bilingual testing shall be conducted through the Human Resources Department of the City.

ARTICLE XIX. Grievance Procedure

Section 1. Scope of Procedure. The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be subject to this grievance procedure.

Section 2. Time Limits. The Parties shall adhere to the time limits as set forth in the procedure. In the event the Employee or Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied, and no further action shall be taken. Failure by the City to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Such time limits may be waived, however, by mutual consent of the parties in writing.

Section 3. Steps. A grievance within the scope of this procedure as defined in Section 1 above shall be handled as follows:

- STEP 1. Any Employee having a matter which is felt to be a grievance, first will verbally discuss the problem with his immediate supervisor. This discussion must be within ten (10) working days of the Employee's actual or constructive knowledge of the occurrence or the event causing the problem. The supervisor shall render a decision within three (3) working days.
- STEP 2. If the grievance is not resolved at Step 1, the Employee shall submit the grievance, in writing, to his immediate supervisor within five (5) working days. The grievance shall be submitted on a form mutually agreed upon by the City and the Association and shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the Employee's signature. The intermediate supervisor shall respond to the Employee's grievance and shall render a decision, in writing, within five (5) working days.
- STEP 3. If the grievance is not resolved at Step 2, the Association shall determine if a grievance exists. Said determination shall be made by the Association's Grievance Committee. The Grievance Committee shall meet and render its decision within ten (10) working days of the Step 2 ruling including presentation of the grievance at Step 4, if such be the Grievance Committee's determination. In the event that the Grievance Committee decides that a grievance exists, the Association, representing the aggrieved Employee, shall proceed to Step 4. In the event that the Grievance Committee decides that no grievance exists, there shall be no further action taken under this procedure.
- STEP 4. If a grievance is believed to exist, it shall be presented in writing to the Chief. The Chief shall have seven (7) business days to act on the grievance and render a decision in writing.
- STEP 5. If the grievance is not resolved at Step 4, the matter shall be submitted in writing to the Mayor, or his designated representative within five (5) business days from the decision at Step 4. The Mayor, or his designated representative shall review the matter and shall render a decision in writing within ten (10) business days. The Chief shall obtain the response from the Mayor, or his designated representative and contact the Chairman of the Association's Grievance Committee and/or the President of the Association of the response and results within three (3) business days. If the grievance has not been settled at Step 5, the Parties shall have five (5) working days from the date the Chief notified the Chairman of

the Association's Grievance Committee and/or the President of the Association, in which to appeal the grievance to arbitration for adjustment. An appeal from the Association shall be submitted in writing to the Mayor or his designated representative. Since the City may also grieve against the Association, any grievance by the City against the Association will be filed directly with the President of the Association; and if not settled within five (5) business days, may be submitted to arbitration for adjustment. A grievance contesting an action by the Mayor maybe initiated at Step 3 within thirty (30) days of the Employee's actual or constructive knowledge of the occurrence or event causing the problem. The President of the Association or his designee may file a class action grievance on behalf of the bargaining unit members similarly situated at Step 3 above within thirty (30) days of the Employee's actual or constructive knowledge of the occurrence or event causing the problem.

Section 4. Arbitration. If a grievance is submitted to arbitration, within five (5) working days, the City and the Association may agree on an arbitrator. For this purpose, the Parties may agree in writing to utilize one or more arbitrators for a specified period of time, provided that either party may request a selection on any specific matter as follows: If the parties fail to agree upon an arbitrator, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association (AAA). Within five (5) working days from receipt of the list, the Association and the City shall alternately strike names on the list and the remaining name shall be the arbitrator. The conduct of the hearing shall be governed by the standard rules of the AAA. The arbitrator shall not have the power to add to, amend, modify or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The decision of the arbitrator shall be final and binding upon the City and the Association. The City shall bear the expense of any witnesses called by the City. The Association shall bear the expense of any witnesses called by the Association. The City and the Association shall share equally the fees and expenses of the arbitrator.

ARTICLE XX. Civil Service Rules and Regulations

The City's Civil Service Rules and Regulations adopted on August 22, 2002, and those adopted thereafter shall be a formal part of this Agreement. Claims of violations of such rules and regulations shall be filed under the City's Civil Service Rules and Regulations. The adoption of new City's Civil Service rules, or changes in existing City's Civil Service rules, shall be accomplished by the Civil Service Commission only after having given the Association the opportunity to be heard by the Civil Service Commission regarding such proposed new rules or changes, provided that the resolution of such question shall not be subject to arbitration.

ARTICLE XXI. Disciplinary Procedures

Section 1. The City and the Association agree that any member of the bargaining unit who is subject to its disciplinary action will be accorded the rights and procedures provided in Chapter 143 Sections 143.051 through 143.057 of the Texas Local Government Code. No Employee shall be reduced in classification, suspended or removed except for just cause. Further, no form of disciplinary action will be taken except for just cause. Discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, Employee's record of discipline and that Employee's record of performance and conduct in accordance with management rights.

Section 2. Records

A. Written records of a disciplinary action shall be sealed, upon the Employee's request, after expiration of the following times from the date of final disposition thereof, provided no intervening disciplinary action has been taken before the expiration of that time:

Written reprimands - Six (6) months

Suspensions less than three (3) days - Twelve (12) months

Suspensions of three (3) days or more - Twenty-four (24) months

B. The sealed records shall be retained in the personnel file and labeled "Disciplinary Records". The Chief may note the existence of the sealed records in administering progressive discipline under this Article but shall not consider the contents thereof solely for the purpose of determining the degree of discipline to be imposed on another Employee, or in connection with a subsequent dissimilar offense. Once sealed, the written records of discipline shall not be opened, unless required by law, or by order of the Chief and in his presence. The Chief shall notify the affected Employee of the issuance of any such order; and of the resealing of the records. After such records have first been sealed, no matter shall be added to or deleted from such records.

ARTICLE XXII. Employee Medical Coverage

Section 1. Employee Coverage. The group medical and dental insurance plan now in effect covering Employees, or a plan providing equal or greater benefit, shall remain in effect during the term of this Agreement. The City agrees to contribute a portion of the cost of the Employees' coverage and a portion of the cost of dependent coverage for eligible members of the Employee's family, such portion being set out in Attachment 2 which is attached. The Parties understand and agree that the phrase "equal or greater benefits" does not include the specific medical care provider, including but not limited to the approved physician, pharmacy or other prescription provider, laboratory, the hospital or other facility to be used by the Employee. The medical and dental

insurance plan effective January 1, 2021 is attached hereto and referenced as Attachment 2 for the purpose of establishing existing benefits as defined by this article.

Section 2. Dependent Coverage. The Employee may insure eligible dependents, in accordance with provisions of the policy. The City agrees to contribute fifty percent (50%) of the cost of the dependent coverage.

Section 3. Duration. The Parties agree that this Article will remain in effect through September 30, 2024 and is not subject to any of the extension provisions contained in this Agreement.

ARTICLE XXIII. City Protection for Police Officers

The City shall indemnify and defend Employees subject to this Agreement from and against any claim or lawsuit arising from the lawful performance of an Employee's duty.

ARTICLE XXIV. Assistance to Officers Inflicting or Suffering Injury

Section 1. When an Employee discharges his firearm on or off duty and the discharge causes death or serious injury to any person, the Chief shall immediately place the Employee on temporary non-street duty for a minimum of three (3) days.

A. If, any officer during the performance of their duties, causes death or serious injury to another or sustains a serious injury, the Department will provide psychological counseling for the Employee. The Employee's appointment for counseling will be no later than five (5) working days from the date of the incident.

B. If the Employee is injured, their appointment for counseling will be made on or before the Employee returns to regular duty.

Section 2. The Chief, may in cases where an Employee discharges their firearm and the discharge does not cause death or serious injury, grant non-street-duty status as soon as possible to the Employee Non-street-duty status will be granted if it is in the best interest of the Employee and the Department.

Section 3. If an Employee during the performance of their duties, is involved in a potentially life-threatening situation to any person, and the Employee requests psychological counseling, the Chief will evaluate this request. It shall be the Employee's responsibility to show cause why such counseling is necessary. The request will be granted if it is in the best interest of the Employee and the Department.

Section 4. The cost of any psychological counseling shall be paid for by the City. The Employee will be allowed to attend counseling session(s) while on-duty. If the Employee must attend the scheduled session(s) during off-duty hours, they will be given overtime compensation for the actual time spent at the counseling session.

Section 5. The Association may begin a “buddy officer” program, in which an Employee inflicting or suffering injury can be paired with a peer, who he/she can council with immediately after the incident and/or during the investigation.

Section 6. An Employee inflicting or suffering injury may council with his/her spouse as well as with the department chaplain or another member of clergy of the Employee’s choosing.

ARTICLE XXV. Hiring Procedures

The City and the Association agree to the following hiring procedures. The entry level testing requirements of Sections 143.022 through 143.026, Texas Local Government Code, is hereby waived by mutual agreement as provided for and authorized by the provisions of Chapter 174 of the Texas Local Government Code.

Section 1. Application for employment may be taken by the Human Resource Department of the City, year-round.

Section 2. The following minimum steps shall be followed as reasonably as possible for the filling of vacancies for entry level positions:

- Application;
- Testing for the ability to read and write the English language;
- Medical examination;
- Physical agility test;
- Psychological testing;
- Background investigation;
- Oral interviews; and
- Final selection by Chief

Section 2. Probationary Period. There is a one (1) year probationary period for newly hired Employees who are already TCOLE certified. Newly hired Employees who are not TCOLE certified begin their one-year probationary period on the date they become TCOLE certified.

ARTICLE XXVI. [RESERVED FOR FUTURE USE]

ARTICLE XXVII. Detective

Those assigned to Criminal Investigations shall be permitted to wear a badge which denotes their primary function with the Department. The badge shall have the word "Detective" as the method denoting their primary function. This badge of this section shall not have any meaning other than a manner to denote the wearer as a member of the Criminal Investigation Division of the Department; shall not entitle the wearer to any rank or privilege not already attained; shall not denote a supervisory status, nor have any secondary or implied meaning.

ARTICLE XXVIII. Lieutenant

The City’s governing body shall maintain a minimum of three (3) Lieutenants This rank shall be placed in the chain of command above the classification of Sergeant and below the classification of Captain. The Association recognizes that the Department maintains management rights to add to this classification as needed. This position will be compensated at a rate of base pay which is no less than four (4%) above that of Sergeant. Incentive pay, longevity, benefits, and leave accumulations shall be those established by this Agreement. The classification of Lieutenant shall be a tested position in accordance with Texas Local Government Code, Chapter 143.

ARTICLE XXIX. Captain

Section 1. The City’s governing body shall maintain the classification of Captain and shall maintain a minimum of three (3) positions within such classification. This rank shall be placed in the chain of command above the classification of Lieutenant and below the classification of Assistant Police Chief. The Association recognizes that the Department maintains management rights to add to this classification as needed. It is understood that appointments to this classification shall be made as follows:

A. Candidates for promotions to the classified position of Captain must hold the position of Lieutenant, irrespective of years of service in that classification, on or before the date of the written exam. (“Tested Captains”) Candidates will be chosen for promotion according to the following procedure:

1. To be placed on the promotional eligibility list, candidates must successfully complete an objectively scored assessment/written exam process. Candidates are not required to obtain a score of 70 on the written exam to participate in the assessment portion of the process. To be placed on the promotional eligibility list, the candidate’s composite score on both testing components (written test and assessment) must be 70 or better.

2. The assessment/written exam evaluation will be structured and weighed as follows:

Written Exam	25%
Administrative Skills	25%
Incident Command Skills	30%
Structured Interview	20%

3. Upon successful completion of the assessment/written exam evaluation, applicants will be placed onto a promotional eligibility list in rank order.

Section 2. The position of Captain will report to and be directly supervised by the Chief, or their designee and be given the duties and functions prescribed by the City.

Section 3. Compensation for the Captain position will be at a base pay rate which is no less than 4% above that of Lieutenant. Incentive pays, longevity benefits, and leave accumulations shall be those established this Agreement.

Section 4. The position of Captain is classified as Salary-Exempt under the provisions of the Fair Labor Standards Act.

Section 5. Appointed Captains may be removed from the position at the discretion of the City without the right of appeal.

Section 6. Individuals removed from the position of Appointed Captain shall retain the right to return to their last attained permanent classification within the police department.

Section 7. "Tested Captains" retain all appeal rights under TEX. LOCAL GOV'T CODE, § 143 and this Agreement.

ARTICLE XXX. Assistant Police Chief

Section 1. The City's governing body shall create the classification of Assistant Chief and shall create one (1) position within such classification This rank shall be placed in the chain of command above the classification of Captain and below the position of the Chief. The Assistant Police Chief will perform the duties of the Chief in the absence of the Chief of Police. This position is subject to all provisions of TEX. LOCAL GOV'T CODE, § 143.014 with the following exceptions to § 143.014(d)(2) which shall be changed to: "At least be classified as a Lieutenant in the Texas City Police Department."

Section 2. The position of Assistant Police Chief shall be governed henceforth by the following provisions and/or conditions:

- A. The Assistant Chief of Police shall be an appointed position within the Department governed by the eligibility requirements prescribed by the City.
- B. The position of Assistant Police Chief will report to and be directly supervised by the Chief and be given the duties and functions prescribed by the City.
- C. All matters of compensation, conditions of employment, and benefits shall be determined solely by the City, provided that this position will be compensated at a rate of base pay which is no less than 4% above that of Captain. Incentive pay, longevity, benefits, and leave accumulations shall be those established by this Agreement.
- D. The position of Assistant Police Chief is classified as Salary-Exempt under the provisions of the Fair Labor Standards Act.

ARTICLE XXXI. Miscellaneous

Section 1. The City shall provide three (3) hard copies of this Agreement to the Association along with an electronic version (PDF) and a copy all audio recordings from all collective bargaining sessions.

Section 2. The City will continue its policy of repairing or replacing personal property authorized to be in the possession or in the vehicle of the Employee while on duty if same has been lost or damaged without fault of the Employee while in the performance of his duties up to a maximum of \$1500.00

Section 3. Employees shall be reimbursed by the City for a TCOLE approved correspondence course approved in advance by the Chief which the officer successfully completes unless the course qualifies for the City's College Tuition Policy and is approved in advance under that policy.

Section 4. The Department classifications will only consist of the Chief of Police, Assistant Chief, Captains, Lieutenants, Sergeants, and Patrol Officers.

Section 5. The City and the Association through a Memorandum of Understanding adopted a Lateral Entry Program for Certified Peace Officers effective April 2, 2016. The Lateral Entry Program (MOU) becomes part of this Agreement upon the effective date of this Agreement.

- A. Three (3) years but less than five (5) years of patrol experience = three (3) years as an Employee assigned to the patrol division at the regular hourly pay rate.
- B. Five (5) years and over patrol experience = Max Lateral Entry regular hourly pay rate.
- C. Upon the successful completion of the probationary period, the Employee will be elevated to a four (4) year Employee assigned to the patrol division at the regular hourly rate. The Employee will thereafter progress through the Wage Schedule as if their time credited under this provision was with the Departments. This section affects the Employee's hourly pay rate only and in no way alters an Employee's seniority with the Department.

ARTICLE XXXII. Contract Exclusion

To the extent permitted by law, the term of this Agreement shall take precedence over State and local civil service provisions in relation to the subjects addressed herein. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of the Contract shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Such invalidation shall be changed by the

Employer only after having given the Association the opportunity to negotiate such proposed new changes.

ARTICLE XXXIII. Closing Statements

Section 1. Full and Final Scope of Agreement. The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the Employees' agreements arrived at by the Parties hereto, after expiration of that right and opportunity, are fully set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Stability of Agreement. No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the Parties hereto. A failure of the City or Employees to insist in any one or more instance upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Employees to future performance of any such term or condition, and the obligations of the City and Employees to such future performance shall continue in full force and effect.

Section 3. Savings Clause. Should any provision of this Agreement be found to be inoperative, void and invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the Parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 4. No Bypass Agreement. The Parties hereto agree that all negotiations will be conducted exclusively between the designated representatives of the City and the Association. Neither party will make any effort to bypass the spokesman of the other party during the period of negotiations up to and including impasse resolution attempts.

EXECUTED THIS 29th DAY OF September 2021.

TEXAS CITY MUNICIPAL POLICE
ASSOCIATION, INC.

CITY OF TEXAS CITY, TEXAS

By: Jimmie Reynolds
President: Jimmie Reynolds

By: Dedrick D. Johnson, Sr.
Dedrick D. Johnson, Sr., Mayor

By: Brian Berg
Brian Berg, 1st Vice President

ATTEST:

Negotiation Committee:

By: Laura Boyd
Laura Boyd, Director of Finance

By: Brad Macik
Brad Macik

By: Felix Flores
Felix Flores

By: Matt Macik
Matt Macik

By: Andrew Robison
Andrew Robison

ORDINANCE NO. 21-29

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO INCREASE THE POLICE DEPARTMENT'S SALARIES AND BENEFITS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND TEXAS MUNICIPAL POLICE ASSOCIATION; 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. 21-21 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021-2022; and

WHEREAS, a budget amendment is needed to increase the Police Department's salaries and benefits related to the Collective Bargaining Agreement between the City of Texas City and Texas City Municipal Police Association.

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 2021-2022 of the City of Texas City, Texas, is hereby amended as follows:

General Fund (101) Police Department (201):

Salaries and Benefits \$321,276.00

Unassigned Fund Balance (\$321,276.00)

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 6th day of October 2021.

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) (g)

Meeting Date: 10/06/2021

Amend the fiscal year 2021/2022 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 fiscal year 2021-2022 budget to increase the Police Department’s building maintenance budget for air conditioning system repairs.

BACKGROUND

The Criminal Justice Center is equipped with a Trane Company air conditioning system that has had multiple repairs, but is in need of critical replacements. Hunton Services, the Trane Company’s authorized service provider for southeast Texas and Choice Partners purchasing cooperative member has submitted proposals for the following:

Replacement of two factory coated coils for the two outside chillers: \$120,107.99

Service agreement for the air conditioning system for three years: \$90,695.06 total

Upgrade computer for air conditioning system: \$50,779.00

Service agreement for the computer system for three years: \$14,476.68 total

Grand Total: \$276,058.73

Proposals are attached.

ANALYSIS

Budget Amendment:

General Fund (101) Police Department (201):

Maintenance-Buildings and Grounds	\$276,058.73
Unassigned Fund Balance	(\$276,058.73)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

A/C repairs
Ordinance



High Performance Buildings for Life

City of Texas City - Texas City Police Department Service Proposal

Authorized Warranty Service
TACLA009290C
MPL38267



5622 Luce St
Houston, TX 77087

p. 713.643.8336
f. 713.583.6519

customerservice@huntongroup.com
www.huntonservices.com



Quote No. QUO-42833-V2Q1H4
Date: 7/15/2021

To: City of Texas City
1004 9th Avenue North
Texas City, TX 77592

Choice Partners Contract 19/036MR-03

Glenn Riske,

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

Unit Type: Trane

Unit Model No: CGAM080F

Unit Serial No: (CH-1) U13J38902, (CH-2) U13J38901

Scope of work:

Replace all condenser coils on CH-1 & CH-2 with new factory coated coils.
Recover refrigerant from both circuits.
Remove fan deck and panels.
Remove four (4) condenser coils per chiller and install new factory coated coils.
Leak check and evacuate both circuits.
Recharge with recovered refrigerant. Start up and test operation.
Lead time: 8-10 weeks

Total price for labor and materials for above scope\$120,107.99

Exclusions:

1. The above price does not include sales tax. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
5. This proposal is firm for thirty (30) days unless stated otherwise.
6. See 'Service Terms and Conditions' for terms and conditions of sale.



Jose Duron
Business Development
5622 Luce St., Houston, TX 77087
Office: 713-643-8336
Mobile: (713)252-8065
Email: JDuron@huntinggroup.com



High Performance Buildings for Life

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.

Customer: _____

By: _____

Title: _____

Date: _____

P.O. Number: _____



SERVICE TERMS & CONDITIONS

GENERAL:

This transaction is expressly limited to the terms and conditions stated herein. No other warranty may be offered or modified without the express written consent of an officer of Hunton Services, hereafter referred to as "the Company".

ACCEPTANCE:

The company reserves the right to review credit prior to acceptance. If credit is not approved and/or alternative terms cannot be agreed to, the order shall be cancelled without liability.

PAYMENT:

Payment terms for goods and services provided herein will be due in net 30 days from invoice. The company reserves the right to add a surcharge of 1½% of the principal per month, or the maximum allowable amount, for each month the invoice is past due. Should legal action be necessary to enforce the payment of any monies due from the purchaser, purchaser agrees to pay all reasonable attorney's fees and costs incurred.

SHIPPING:

All goods and materials provided are the property of the purchaser upon delivery to the carrier. Freight claims are therefore to be handled by the purchaser with the carrier.

CANCELLATIONS:

Orders cannot be cancelled without the written permission of an officer of the company. In the event of such cancellation, a reasonable charge will be applied to all cancellations to cover the cost incurred by the company for processing the order, restocking charges, etc.

LIMITED LIABILITY:

No liability or warranty whatsoever shall exist until the company has been paid complete. Then said liability and warranty shall be limited to the amount of the purchase price of the parts, materials, and labor shown to be defective. In no event shall the company be liable for any incidental or consequential damages.

LIMITED WARRANTY:

The warranties set forth herein are in lieu of all other warranties, expressed or implied, whether written or oral, including warranties of merchantability and fitness for a particular purpose.

In general, the company warrants its workmanship and materials to be free of defects for all purchases under normal use. The warranty does not cover damages due to acts of God, misuse, neglect, corrosion, erosion, and deterioration. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused. In the event of a warranty claim, the company shall repair or correct such defect during normal working hours, Monday thru Friday, excluding holidays, from 7:30 am to 4:00 pm. All warranty calls are to be limited to normal working hours. Emergency, after-hours service is available, provided customer agrees to pay the difference between the standard labor rate and the overtime labor rate. Regular freight charges for warranty materials are included. Expedited freight or delivery is available provided customer agrees to pay the differential between normal and expedited delivery. See below for specific warranty term for type of sale:

Type of Sale

Equipment/Parts: The Company warrants equipment/parts for the period as covered by the manufacturer.

Labor: The Company warrants its workmanship for a period of 60 days from the date of completion.

SEVERABILITY:

Should any of the terms and qualifications set forth herein be contrary to, prohibited by, or be determined to be inapplicable under the laws of the court of jurisdiction, then such provisions shall be omitted, but shall not invalidate any other remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas licenses TACLA00929C. Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.



Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-commissioning
- Energy management services

Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems & pressurization
- Packaged central plants
- Custom fabrication/modification

Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider



Huntton Services

SERVICE AGREEMENT
Choice Facilities Partners #14/021JN-05
MECHANICAL SERVICES
SCHEDULED MAINTENANCE



Texas City
EST. 1911

City of Texas City – Criminal Justice Center

Texas City, TX

8/26/21

Authorized Warranty Service
TACLA009290C - MPL38267



Air Conditioning Heating Plumbing Refrigeration Ventilation Controls

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Agreement

HEATING, VENTILATION, and AIR CONDITIONING (HVAC) SCHEDULED MAINTENANCE

Hunton Services will provide complete maintenance services for the equipment listed in section "B" below, *Equipment Covered*. All work will be performed during normal working hours unless otherwise indicated in the *Terms and Conditions* section of this agreement.

To accomplish the proper maintenance on the listed equipment, Hunton Services will utilize factory-trained technicians. The tasks outlined in the maintenance schedules will be performed in accordance with the guidelines set forth by the equipment manufacturers.

Agreement performance shall be completed and submitted to the owner or representative after each inspection. Recommendations, if any, will be listed and should be considered to reduce overall operating costs and/or improve equipment performance. Operating instruction will be provided on applicable equipment during schedule inspections.

A. Scope of Services Provided

MECHANICAL SERVICES SCHEDULED MAINTENANCE (PM)

This agreement is for Scheduled Maintenance services to be provided for the equipment referenced herein as identified under "Equipment Covered" below. Scheduled Maintenance coverage provides for annual and maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes 4 inspections per year: 3 scheduled inspections and 1 annual inspection per year. **(Excludes Refrigerant)**

Equipment List

Coverage	Tag	Manuf	Model	Serial
PM	CH-1	Trane	CGAM080F	U13J38902
PM	CH-2	Trane	CGAM080F	U13J38901
PM	AHU1	Trane	-	-
PM	AHU2	Trane	-	-
PM	AHU3	Trane	-	-
PM	AHU4	Trane	-	-
PM	AHU5	Trane	-	-
PM	AHU6	Trane	-	-
PM	AHU7	Trane	-	-
PM	AHU8	Trane	-	-
PM	EF1	-	-	-
PM	EF2	-	-	-
PM	EF3	-	-	-
PM	EF4	-	-	-
PM	EF5	-	-	-
PM	EF6	-	-	-
PM	EF7	-	-	-
PM	EF8	-	-	-
PM	EF9	-	-	-
PM	EF10	-	-	-
PM	EF11	-	-	-
PM	EF12	-	-	-
PM	EF13	-	-	-
PM	EF14	-	-	-
PM	SF1	-	-	-
PM	SF2	-	-	-
PM	SF3	-	-	-
PM	SF4	-	-	-
PM	CHP1	TACO	-	-
PM	CHP2	TACO	-	-
PM	HWP1	TACO	-	-
PM	RH1	-	-	-
PM	RH2	-	-	-
PM	B-1	Rite	-	-

Payment Terms

1. The term of this agreement is for three (3) year(s). The total price for this agreement is payable in quarterly payments per the schedule below, net thirty (30) days from invoice date. Authority is hereby given to furnish additional labor or materials that may be required for items not covered under this agreement. **(Not to exceed \$500.00 per service call without customer approval).**
Year 1 – 4 quarterly payment(s) of \$7,005.60
Year 2 – 4 quarterly payment(s) of \$8,090.91
Year 3 – 4 quarterly payment(s) of \$7,577.25
2. The agreement shall become effective upon the date of acceptance by the purchaser or by the seller, whichever is the latter and shall remain in effect for term of contract from such date and shall be deemed to be automatically renewed thereafter for continuous consecutive yearly periods unless this agreement be otherwise terminated or changed by either parties as permitted under the general conditions.
3. All work and services covered by the Agreement will be done during normal working hours between 7:30 AM and 4:00 PM, Monday through Friday, except for legal holidays. Emergency service and repairs are available on 24 hours per day, seven days per week and will be invoiced separately at the preferential service agreement rates.
4. Taxes have not been included in this quote and will be billed extra when applicable.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT:

Submitted by: _____



Jose Duron, Service / Solution Sales
Hunton Services – 5622 Luce St, Houston, TX

CUSTOMER ACCEPTANCE

By: _____

Title: _____

Company: _____

Acceptance Date: _____

Start Date: _____

Billing Information (Please indicate where to send invoices and a contact name)

Company: _____

Attention (Name): _____

Title: _____

Address: _____

City, State, Zip: _____

Special Invoice Instructions? _____

Terms and Conditions

GENERAL:

This Service Agreement, together with all documents contained herein, shall constitute the entire Agreement between Hunton Services, hereafter referred to as "The Company" and customer and may not be modified, amended, without the express written consent of an officer of The Company.

Customer acknowledges the complexity and expense of any air conditioning and refrigeration equipment as well as the need for specially trained and qualified personnel to service and/or repair such equipment. Therefore, to reduce the risk of damage, the customer agrees not to contract any other service company to perform service on the equipment covered by a Select Service Agreement without the expressed written permission of The Company.

PAYMENT:

Service agreements are billed in advance and payment is due within 30 days of invoice date. If payments are past due, the company reserves the right to suspend all services and coverages under this agreement. The Company may cancel this agreement for delinquency and in the event collection action is taken, the company reserves the right to add a surcharge of 1½ % of the principal per month. Should legal action be required to enforce payment for monies due from the customer, the customer agrees to pay reasonable attorney's fees and court costs.

COVERAGE:

The Company shall provide the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. The Company may at its discretion either replace or repair faulty equipment.

EXCLUSIONS:

Unless specifically noted otherwise in the agreement, the following items are not covered:

- a) Any repairs or service covered by mechanical insurance.
- b) Any and all special alterations or provisions necessary to facilitate safe access to service or repair of unit, including, but not limited to, special rigging, cranes and/or rental equipment if required.
- c) Repairs for damages due to acts of God, including but not limited to fire, floods, wind

- damage, freezing, wars, vandalism, strikes, force of nature.
- d) Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, mildew, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused.
 - e) Repairs for damages due to corrosion, erosion, and deterioration, including but not limited to corrosion relating to equipment installation in corrosive (marine, industrial) environments, regardless of equipment age.
 - f) Any responsibility for the identification, detection, or removal/abatement of asbestos related materials.
 - g) Repairs for damages due to misuse, abuse, negligence, misapplication or other causes beyond the company's control.
 - h) Items not mechanically maintainable such as casings, cabinets and supports. Non-standard modifications or enclosures such as explosion-proofing, theft-proofing, etc. may require additional labor for maintenance and repairs, to be billed at the company's prevailing preferred customer service rates.
 - i) Troubleshooting or repairs to controls communications wiring.
 - j) Unless specifically listed, all devices not an integral part of the equipment including but not limited to any component upstream of unit's starter such as conductors, transformers, fuses, disconnects, circuit breakers, flow switches, fire/ smoke detectors, building automation/temperature control systems, high-voltage starters and/or switchgear etc.
 - k) Unless specifically listed, all Variable/Adaptive Frequency Drives (VFDs/AFDs).
 - l) Unless specifically listed, all control devices not an integral part of the equipment including but not limited to flow switches, smoke and fire stats, building automation systems, etc, or any damage done by these devices.
 - m) Repairs or replacement of combustion chambers, burners, heat exchangers, flues, chimneys, ductwork, dampers, insulation, steam lines, water lines, gas lines, condensate lines, evaporator and condenser heat transfer surfaces, including tube, coils and chiller barrels.
 - n) Repairs for damages caused by the electric utility service, electrical connection maintenance or any power related issues.
 - o) Modifications or alterations of existing equipment due to requirements of governmental, regulatory, or insurance agencies.
 - p) Any parts not available due to obsolescence

Terms and Conditions

LIMITED LIABILITY:

The Company shall not under any circumstances be liable for personal injury, breakage, loss or damage to the equipment or property unless such loss or damage is caused solely by the negligent acts of omission or commission by The Company's employees or subcontractors.

Neither party to this agreement shall hold the other responsible for any consequential damages such as, but not limited to, loss of revenue or loss of any use of equipment.

INDEMNIFICATION:

Both parties shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, damages, and liabilities resulting from death or bodily injury or damage to property of the other or other persons, unless such losses result from the sole negligence or misconduct of their respective employees or agents in connection with their duties pursuant to this agreement.

CONDITIONS:

The customer will provide timely and reasonable means of access to all equipment covered by this agreement and will allow the company the right to start and stop all primary equipment incidental to the mechanical system as necessary to perform its duties. Failure to do so by customer may result in loss of coverage.

This agreement assumes that the equipment listed has been properly maintained and is in operating condition at the time of acceptance of this offer. Following the first inspection, The Company shall report to the customer any deficiencies or repairs necessary to the equipment. If such repairs are not done, The Company reserves the right to adjust the coverage accordingly.

The agreement shall commence on the start date indicated by both parties and shall remain in effect for term of agreement and shall be deemed continuously renewed yearly unless either party gives written notice of termination as defined below.

CANCELLATION: Either party may cancel during the contract period by giving the other party 30 day written notice sent by certified mail. Customer agrees to pay The Company the greater of the amount of the contract balance due to date of effective cancellation or the cost for all work performed to date of cancellation billable at current Published Time & Material non- contract rates, not to exceed the balance of the annual contract amount.

SUCCESSORS:

This Contract and each provision of it shall operate to the benefit of the parties and to their respective successors in interest, legal representatives and assigns.

SEVERABILITY:

Should any of the qualifications, terms or conditions set forth heretofore and hereafter, be contrary to, prohibited by, or be held invalid under applicable laws or court of law having jurisdiction, in that event, such provisions shall be considered inapplicable and omitted, but shall not invalidate any remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas State licenses TACLA009290C. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

AHU and Fan Scope

This program describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

SCHEDULED MAINTENANCE

- Inspect coil conditions.
- Lubricate fan and motor bearings as necessary.
- Inspect bearing and motor mounting.
- Log motor operating voltage and amperage.
- Tighten electrical connections as necessary.
- Inspect and adjust belt tension as necessary.
- Inspect condensate drain pan and drain line.
- Inspect drive sheaves. Tighten set screw(s) as required.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect unit for unusual noise or vibrations. Recommend action as necessary.

ANNUAL SERVICES

- Provide material and labor to replace belts 1 time per year. **(Overtime not included)**
Additional changes will be billed to customer on a T&M basis.

Written Report (Daily Timesheet)

- Provided to customer representative following each regular inspections or emergency call.



Boiler Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Inspect relief valve.
- Inspect water temp sensors.
- Wire brush and repaint exhaust gas chamber with corrosion resistant paint.
- Pull and clean main burner assembly.
- Replace flame sensor.
- Test safeties and control points.
- Clean boiler internally and externally. Touch up paint as needed.
- Check wiring and tighten all connections.
- Clean and inspect permanent filter.
- Inspect boiler mounted circulation pump.
- Flush boiler water chamber to remove any sediment.
- Leak check gas lines and assy.
- Inspect gaskets.
- Perform a combustion analysis and adjust as needed.
- Pull and clean hot water loop strainer.

SCHEDULED MAINTENANCE

- Inspect relief valve operation
- Inspect gaskets
- Inspect the pressure relief valve.
- Inspect all operating controls for proper operation.
- Report any deficiencies to customer



Trane CGAM Chiller Scope

This scope describes the scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Complete operating logs before and after annual.
- Inspect, clean and wipe control panels.
- Clean and paint touch-up (original manufacturers color) on compressors.
- Clean pad underneath and around chiller.
- Perform chiller refrigerant leak check using soap or an electronic leak detector.
- Check the oil level and refrigerant charge. Routine changing of oil is not required. Compressor oil level should be clearly visible within the sight glass when the compressors are off.
- Check the evaporator and condenser refrigerant pressures in the Refrigerant Report menu of the CH530 display.
- Verify that compressor oil sump heaters are connected tightly around the compressor
- Check the electronic expansion valve sight glasses. *Important: A clear sight glass alone does not mean that the system is properly charged. Also check the system superheat, subcooling and unit operating pressures.*
- Inspect all piping components for leaks and damage.
- Inspect and calibrate safety controls.
- Meg compressor motor and record data.
- Manually rotate the condenser fans to ensure that there is proper clearance on the fan shroud openings. Inspect the entire system for unusual conditions.

- Check-tighten control panel terminals.
- Clean evaporator protection strainer
- Inspect IFM and immersion heater operation.
- Check operation of condenser fan(s).
- Provided to customer representative daily updates on progress.
- Report any uncorrected deficiencies.
- Provide operating logs to customer and office.

OPTIONAL ANNUAL SERVICES

- Water wash Microchannel coils 1 time(s) per year. **(Overtime not included)** Additional cleaning will be billed to customer on a T&M basis
- Oil analysis for acid content and moisture. Samples to be taken 1 time(s) per year. **(Overtime not included)** Additional samples will be billed to customer on a T&M basis. Use Trane Oil Testing Kit KIT06815 only for testing lubricating oil.



Trane CGAM Chiller Scope

SCHEDULED MAINTENANCE

- Verify that compressor oil sump heaters are connected tightly around the compressor.

- Check the operating pressures and temperatures. Check the evaporator and condenser refrigerant pressures in the Refrigerant Report menu of the CH530 display. Pressures are referenced at sea level (14.6960 psia).

- Check the electronic expansion valve sight glasses. Important: A clear sight glass alone does not mean that the system is properly charged. Also check the system superheat, subcooling and unit operating pressures.

- Report any deficiencies.

- Provide operating logs to customer and office.

- Visual inspection of condenser coil(s)

Exhaust Fan Scope

This program describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Lubricate fan and motor bearings as required.
- Inspect bearing and motor mounting.
- Tighten electrical connections.
- Inspect motor operating voltage and amperage.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Check unit for unusual noise or vibration.
- Inspect unit casing for corrosion.

SCHEDULED MAINTENANCE

- Check and adjust belt tension.
- Lubricate fan and motor bearings as required.
- Inspect bearing and motor mounting.
- Inspect motor operating voltage and amperage.
- Check unit for unusual noise or vibration.



Pump Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Lubricate pump bearings per manufacturer's recommendations.
- Lubricate motor bearings per manufacturer's recommendations.
- Tighten all nuts and bolts. Inspect motor mounts and vibration pads.
- Visually inspect pump alignment and coupling.
- Inspect motor operating conditions.
- Inspect electrical connections and conductors.
- Inspect operation of isolation valves.
- Visually inspect mechanical seals or pump packing.
- Measure and record amp draws and pump pressures.
- Provided to customer representative daily updates on progress.
- Report any deficiencies.
- Provide operating logs to customer and office.

SCHEDULED MAINTENANCE

- Lubricate pump bearings per manufacturer's recommendations.
- Lubricate motor bearings per manufacturer's recommendations.
- Inspect suction and discharge pressures.
- Visually inspect packing or mechanical seals.
- Inspect motor voltage and amperage.
- Provided to customer representative daily updates on progress.
- Report any deficiencies.
- Provide operating logs to customer and office.



VFD Scope

This schedule describes the basic Scheduled maintenance procedures that will be performed by HUNTON SERVICES. These procedures comply with all EPA regulations and Hunton Services Safety Procedures regarding maintenance of air conditioning/heating equipment and systems.

ANNUAL MAINTENANCE

- Check-tighten electrical connections.
- Verify proper operation of drive.
- Check drive for proper response to control signal.
- Check entering and leaving amperages and voltage.
- Clean fans and filters
- Clean heat-transfer plates.
- Provide Annual Condition Report

SCHEDULED MAINTENANCE

- Check-tighten electrical connections.
- Verify proper operation of drive.
- Check drive for proper response to control signal.
- Check entering amperages and voltage.
- Check leaving amperages and voltage.

Written Reports

- Provided to customer representative daily updates on progress.
- Report any deficiencies.

- Provide operating logs to customer and office.



High Performance Buildings for Life

City of Texas City Service Proposal

Choice Contract # 14/021JN-05

Authorized Warranty Service
TACLA009290C
MPL38267



5622 Luce St
Houston, TX 77087

p. 713.643.8336
f. 713.583.6519

customerservice@huntongroup.com
www.huntonservices.com



Quote No. QUO-42984-G4K4R9
Date: 7/25/2021

To: City of Texas City
1004 9th Avenue North
Texas City, TX 77590

Choice Contract # 14/021JN-05

Glenn Riske,

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

Summary: The BCU, UPCM's and PCM's that is installed at your facility are in Trane legacy status and have not been in production for many years and part are no longer available for direct replacement. The BCU replacement is a web-based controller, the Tracer Synchrony. The replacement for UPCM's and PCM's are Trane BACnet controllers.

Scope of work:

- Provide labor and material to upgrade the Tracer Summit system to Trane Synchrony with a communication bridge.
 - Trane Synchrony is a web-based controller and replaces the BCU and Summit or any PC software is no longer necessary. Trane Synchrony is an open protocol controller that communicates BACnet and LON. The Comm3/4 Bridge will allow communications between Synchrony and the Comm3/4 devices.
 - Provide 3-year Software Maintenance Plan (SMP) license.
- Provide labor necessary to program the Tracer Synchrony controller to match the existing programming in Tracer Summit.
- Provide programming labor to setup and configure Tracer SC+ network controllers to utilize built-in energy conservation measures like static pressure optimization and discharge air reset, etc. For more detail, refer to page 19 of attached Tracer SC+ Product Catalog.
- Provide labor to program the bridge to integrate the proprietary Comm4 terminal boxes.
- Provide labor and materials to replace the legacy UPCM and PCM Controllers.
 - Remove existing (3) legacy UPCM's and (3) existing PCM controllers and replace with Trane BACnet controllers.
 - Program controllers to match existing programming.
- Provide Hunton standard air distribution graphics and updated thermal graphics based on existing graphics in Summit.
- Provide labor to program Tracer Synchrony to e-mail or SMS text to customer designated personnel.
- Customer to provide static IP address on customer LAN and ensure port 443 is open to allow secure access to the site.
- Provide (4) hours training on Tracer Synchrony.

Total price for labor and materials for above scope\$50,779.00



Exclusions:

1. The price does not include sales tax unless specifically stated below. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. Water Treatment is not included.
5. Temporary Cooling is not included.
6. Building Automation or Controls are not included unless specified above.
7. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
8. This proposal is firm for thirty (30) days unless stated otherwise.
9. See 'Construction Terms and Conditions' for terms and conditions of sale.

Jose Duron

Business Development
5622 Luce St., Houston, TX 77087
Office: 713-643-8336
Mobile: (713)252-8065
Email: JDuron@huntingroup.com



High Performance Buildings for Life

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.

Customer: _____

By: _____

Title: _____

Date: _____

P.O. Number: _____



CONSTRUCTION TERMS & CONDITIONS

Acceptance: A proposal made upon these terms is subject to acceptance within thirty days from date and the price is subject to change without notice prior to acceptance by Customer. Any rebate from CenterPoint Energy has been accounted for in the price of this proposal; therefore, Hunton Services will retain any rebate funds. If your order is an acceptance of a written proposal, on a form provided by Hunton Services, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Hunton Services' offer, subject to credit approval, to provide the goods and/or Work solely in accordance with the following terms and conditions of sale.

Exclusions from Work: Hunton Services' obligation is limited to the Work as defined and does not include any modifications to the Premises under the Americans with Disabilities Act or any other law or building code(s).

Construction Procedures: Hunton Services shall supervise and direct the Work using its best skill and attention and have exclusive control over construction means, methods, techniques, sequences and procedures.

Payment Terms: Customer shall pay Hunton Services invoices within net thirty (30) days of invoice date. Hunton Services may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Hunton Services, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, Hunton Services may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Hunton Services for all reasonable shutdown, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Hunton Services in attempting to collect amounts due and otherwise enforcing these terms and conditions.

Time For Completion: Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Hunton Services, all dates provided by Hunton Services or its representatives for commencement, progress or completion are estimates only. While Hunton Services shall use commercially reasonable efforts to meet such estimated dates, Hunton Services shall not be responsible for any damages for its failure to do so.

Access: Hunton Services and its contractors or subcontractors shall be provided access to the Premises during regular business hours, or such other hours as may be requested by Hunton Services and acceptable to the Premises' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Hunton Services' access to correct any emergency condition shall not be restricted.

Permits and Governmental Fees: Hunton Services shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from Hunton Services' subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Utilities during Construction: Hunton Services shall be provided without charge all water, heat, and utilities during performance of the Work.

Concealed Or Unknown Conditions: In the performance of the Work, if Hunton Services encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Hunton Services shall notify Customer of such conditions promptly, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Hunton Services' cost of, or time required for, performance of any part of the Work, Hunton Services shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both. Any loss contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting is always excluded under this contract however caused.

Asbestos and Hazardous Materials: Hunton Services' Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Hunton Services, there are no Hazardous Materials on the Premises that will in any way affect Hunton Services' Work and Customer has disclosed to Hunton Services the existence and location of any Hazardous Materials in all areas within which Hunton Services will be performing the Work. Should Hunton Services become aware of or suspect the presence of Hazardous Materials, Hunton Services may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to

correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims.

Including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises, not brought onto the Premises by Hunton Services. Hunton Services shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Hunton Services be obligated to transport or handle Hazardous Material. To provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

Conditions Beyond Control Of Parties: If Hunton Services shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, this Agreement shall at Hunton Services' election (i) remain in effect but Hunton Services' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Hunton Services for all parts of the Work furnished to the date of termination. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot, and any resulting loss in always excluded under this contract, however caused.

Customer's Breach: Each of the following events or conditions shall constitute a breach by Customer and shall give Hunton Services the right, without an election of remedies, to terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Hunton Services for all Work furnished to date and all damages sustained by Hunton Services (including lost profit and overhead): (1) Any failure by Customer to pay amounts due more than thirty (30) days after the date of the invoice therefor; or (2) Any failure by Customer to perform or comply with any material provision of this Agreement.

Indemnification: Hunton Services and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. However, neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. Notwithstanding any contrary provision, neither party shall be liable to the other for any special, incidental, consequential or punitive damages.

Workmanship And Equipment Warranty: Hunton Services warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), Trans equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trans' catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. For Trans equipment not installed by Hunton Services, the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. If such defect is discovered within the Warranty Period, Hunton Services will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatever shall attach to Hunton Services until said equipment and Work have been paid for in full and then said liability shall be limited to Hunton Services' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Hunton Services' warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Hunton Services, improper operation, or normal wear and tear under normal usage. Hunton Services shall not be obligated to pay for the cost of lost refrigerant.

THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HUNTON SERVICES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Assignment: Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Hunton Services. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Complete Agreement: This Agreement shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Hunton Services is a signatory thereon.

Governing Laws: This shall be construed as an agreement in accordance with the laws of the State of Texas, Texas license TACLA00929C, Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202.



Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-commissioning
- Energy management services

Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems & pressurization
- Packaged central plants
- Custom fabrication/modification

Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider



**HIGH PERFORMANCE
BUILDINGS FOR LIFE**



Texas City
EST. 1911

Texas City Criminal Justice Center

1004 9th Avenue North
Texas City, TX 77590

Choice Contract # 14/021JN-05

Building Performance Controls Maintenance Proposal

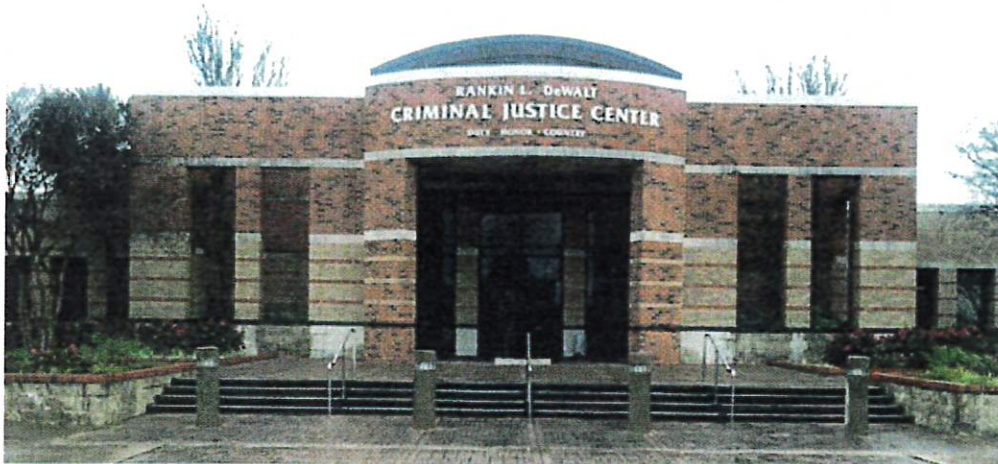
July 25th, 2021



AUTHORIZED WARRANTY DEALER
TACLA009290C | MPL38267

EXECUTIVE SUMMARY

Texas City Criminal Justice Center



Hunton Services has prepared this Building Performance Controls Maintenance proposal based on the unique needs of Truluck's Ocean's Finest Seafood & Crab.

Today's built environment requires smarter technology that makes it easier for you to more efficiently manage your buildings. Our technology provides an intuitive, web-based platform that gives you the power and flexibility to reduce energy and operational costs, improve your indoor environment, as well as leaving a smaller environmental footprint.

KEY BENEFITS:

- Preserves present and future investments in your BAS
- Identifies issues and provides corrective action
- Potentially identifies other mechanical / electrical system issues
- Reduces the risk of costly system downtime and operational interruptions
- Increases energy efficiency
- Reduces energy costs
- Increases system life cycle and ROI
- Increases the performance of mechanical / electrical systems
- Eliminates risk of system obsolescence

SMART SERVICES

Texas City Criminal Justice Center



BUILDING ANALYTICS (BA)

Extend the Life of Building Control Equipment

Building automation and energy management systems are a major investment, and we understand how important it is to building owners and operators that the investment proves to be worth the cost. The longer a system continues to operate at peak efficiency, the more overall value that system provides during its life cycle. One of the ways Hunton Services provides added value to your Building Automation System (BAS) is by implementing Building Analytics. Our advanced algorithms run continuously and capture data from each piece of integrated equipment within your facility. This information is then transformed into a Building Analytic Report that pinpoints improvement areas and identifies deficiencies.

MAN IN ATTENDANCE (MIA)

Consistency & Accountability Offer Better Control

The benefits and potential savings provided by a scheduled maintenance strategy have been proven to help facility owners and operators gain better control of their systems, establish more efficient equipment sequences, provide a fixed budget, and reduce overall operating costs. With one of our experienced professional technicians maintaining your BAS, you can focus on your business with the peace of mind knowing that your system is performing optimally. Our technician will use your Building Analytic Report to assess what changes or repairs need to be made to the system.

UNLIMITED REMOTE SUPPORT (URS)

Increased Visibility & Accessibility Help Reduce Costs

Sending a technician to your facility, while sometimes necessary, can be cumbersome for certain issues that can be resolved remotely. Our Facility Analysts can remotely perform basic system diagnostics to troubleshoot and fix issues without having to dispatch a technician. When our team services and maintains your system remotely, it saves you time and money.

LIVE REMOTE INSPECTIONS (LRI)

Streamline the Maintenance of Your Building

Managing a building is not a task that can be done by a single person. In today's built environment, there are many systems to maintain and you are going to need a multitude of technicians and experts to help you keep your systems operating at full their capacity. With Live Remote Inspections, one of our Facility Analysts will log into your system quarterly (4 times a year) and provide a Deficiency Report based on the conditions of that day.

SOFTWARE MAINTENANCE AGREEMENT (SMA)

Keep Your System Updated With the Latest Technology

Most building automation systems have been moved to web-enabled platforms, which allow end users to operate from web browsers on any PC or mobile device. This type of technology allows increased visibility and accessibility of the systems to building owners and operators.

THE CHALLENGE

When new software is installed in a system, its controllers are limited to the technology available at the time of the software's release. Changes to the BAS environment can occur that have nothing to do with the system itself, but are triggered by updates to other aspects like the web browser. Over time, these changes can negatively affect the efficiency of system operation and the display of system data to the operator. Security issues can also arise as older versions prove to contain vulnerabilities, causing a potential exposure of data to unauthorized users.

OUR SOLUTION

The solution is a Software Maintenance Agreement (SMA) that keeps all software current and backed up on our secure server. As systems are enhanced over time and other functions and capabilities are addressed, the system's productivity increases along with ease of use for something as simple as reporting and logging system data.

Due to the radical and continuous advancement of the technology used in our built environments, the BAS software on your network level and unitary level controllers need to stay updated to maintain compatibility, security, and productivity.



SCOPE OF SERVICES



TIER 2 PACKAGE INCLUDES:

Live Remote Inspection
Man in Attendance
Unlimited Remote Support
Software Maintenance Agreement

LIVE REMOTE INSPECTIONS (LRI)

With Live Remote Inspections, one of our Facility Analysts will log into your system quarterly (four times a year) and provide a Deficiency Report based on the conditions of that day.

MAN IN ATTENDANCE (MIA)

Provision for a service technician to make inspections, changes, and repairs based on the Live Remote Inspection Report and customer feedback.

UNLIMITED REMOTE SUPPORT (URS)

Provision for Remote Facility Analysts to access the site remotely to troubleshoot issues, make changes, and identify necessary repairs during normal business hours.

SOFTWARE MAINTENANCE AGREEMENT (SMA)

Onsite technician will back up and upgrade the Tracer SC to the latest version annually. Software Maintenance Plan is required and was included in the upgrade proposal.

CLARIFICATIONS & EXCEPTIONS:

- Connectivity requires connection to customer's network on the subnet, where the BAS resides, and open, outbound ports to the designated Trane IP address.
- Improvement recommendations (i.e. repairs, replacements, or major reprogramming) outside of this scope of preventive maintenance will be quoted separately.
- Customer requested changes to system structure, graphics, or for equipment additions/deletions will be quoted separately.

PRICING & ACCEPTANCE

Texas City Criminal Justice Center



PRICING

Customer agrees to pay the price(s) below to Hunton Services as consideration (the "Contact Price") for the Contracting Services outlined in this proposal.

This proposal will remain valid until December 31st, 2021, unless accepted by customer prior to this date.

TIER	OPTION DESCRIPTIONS	TERM	TOTAL CONTRACT PRICE	MONTHLY
2A	LRI with Deficiency Report, MIA, SMA, URS	3 yr.	\$31,021.56	\$861.71
2B	LRI with Deficiency Report, SMA, URS	3 yr.	\$14,476.68	\$402.13
	Choice Contract # 14/021JN-05			

ACCEPTANCE

This agreement is subject to Customer's acceptance of the Hunton Services Terms and Conditions (Service, Repair, and Maintenance Agreements) on page 7-8.

PROPOSAL ID: QUO-42986-Y7W9W2

PROPOSAL DATE: 07/25/2021

CUSTOMER ACCEPTANCE

Authorized Representative Signature

Printed Name and Title

Acceptance Date & Tier

Purchase Order

HUNTON SERVICES ACCEPTANCE

Authorized Representative Signature

Hunton Services

Company

Account Executive

Title

Acceptance Date & Tier

TERMS & CONDITIONS



GENERAL:

This Service Agreement, together with all documents contained herein, shall constitute the entire Agreement between Hunton Services, hereafter referred to as "The Company" and customer and may not be modified, amended, without the express written consent of an officer of The Company.

Customer acknowledges the complexity and expense of any air conditioning and refrigeration equipment as well as the need for specially trained and qualified personnel to service and/or repair such equipment. Therefore, to reduce the risk of damage, the customer agrees not to contract any other service company to perform service on the equipment covered by a Select Service Agreement without the expressed written permission of The Company.

PAYMENT:

Service agreements are billed in advance and payment is due within 30 days of invoice date. If payments are past due, the company reserves the right to suspend all services and coverages under this agreement. The Company may cancel this agreement for delinquency and in the event collection action is taken, the company reserves the right to add a surcharge of 1½ % of the principal per month. Should legal action be required to enforce payment for monies due from the customer, the customer agrees to pay reasonable attorney's fees and court costs.

COVERAGE:

The Company shall provide the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. The Company may at its discretion either replace or repair faulty equipment.

EXCLUSIONS:

Unless specifically noted otherwise in the agreement, the following items are not covered:

- a) Any repairs or service covered by mechanical insurance.
- b) Any and all special alterations or provisions necessary to facilitate safe access to service or repair of unit, including, but not limited to, special rigging, cranes and/or rental equipment if required.
- c) Repairs for damages due to acts of God, including but not limited to fire, floods, wind

damage, freezing, wars, vandalism, strikes, force of nature.

d) Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, mildew, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused.

e) Repairs for damages due to corrosion, erosion, and deterioration, including but not limited to corrosion relating to equipment installation in corrosive (marine, industrial) environments, regardless of equipment age.

f) Any responsibility for the identification, detection, or removal/abatement of asbestos related materials.

g) Repairs for damages due to misuse, abuse, negligence, misapplication or other causes beyond the company's control.

h) Items not mechanically maintainable such as casings, cabinets and supports. Non-standard modifications or enclosures such as explosion-proofing, theft-proofing, etc. may require additional labor for maintenance and repairs, to be billed at the company's prevailing preferred customer service rates.

i) Troubleshooting or repairs to controls communications wiring.

j) Unless specifically listed, all devices not an integral part of the equipment including but not limited to any component upstream of unit's starter such as conductors, transformers, fuses, disconnects, circuit breakers, flow switches, fire/ smoke detectors, building automation/temperature control systems, high-voltage starters and/or switchgear.etc.

k) Unless specifically listed, all control devices not an integral part of the equipment including but not limited to flow switches, smoke and fire stats, building automation systems, etc, or any damage done by these devices.

l) Repairs or replacement of combustion chambers, burners, heat exchangers, flues, chimneys, ductwork, dampers, insulation, steam lines, water lines, gas lines, condensate lines, evaporator and condenser heat transfer surfaces, including tube, coils and chiller barrels.

m) Repairs for damages caused by the electric utility service, electrical connection maintenance or any power related issues.

TERMS & CONDITIONS



n) Modifications or alterations of existing equipment due to requirements of governmental, regulatory, or insurance agencies.

o) Any parts or software not available due to obsolescence or severance with 3rd party vendor for any reason.

LIMITED LIABILITY:

The Company shall not under any circumstances be liable for personal injury, breakage, loss or damage to the equipment or property unless such loss or damage is caused solely by the negligent acts of omission or commission by The Company's employees or subcontractors.

Neither party to this agreement shall hold the other responsible for any consequential damages such as, but not limited to, loss of revenue or loss of any use of equipment.

INDEMNIFICATION:

Both parties shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, damages, and liabilities resulting from death or bodily injury or damage to property of the other or other persons, unless such losses result from the sole negligence or misconduct of their respective employees or agents in connection with their duties pursuant to this agreement.

CONDITIONS:

The customer will provide timely and reasonable means of access to all equipment covered by this agreement and will allow the company the right to start and stop all primary equipment incidental to the mechanical system as necessary to perform its duties. Failure to do so by customer may result in loss of coverage.

This agreement assumes that the equipment listed has been properly maintained and is in operating condition at the time of acceptance of this offer. Following the first inspection, The Company shall report to the customer any deficiencies or repairs necessary to the equipment. If such repairs are not done, The Company reserves the right to adjust the coverage accordingly.

The agreement shall commence on the start date indicated by both parties and shall remain in effect for term of agreement and shall be deemed continuously renewed yearly unless either party gives written notice of termination as defined below.

CANCELLATION:

Either party may cancel during the contract period by giving the other party 30 day written notice sent by certified mail. Customer agrees to pay The Company the greater of the amount of the contract balance due to date of effective cancellation or the cost for all work performed to date of cancellation billable at current Published Time & Material non- contract rates, not to exceed the balance of the annual contract amount.

SUCCESSORS:

This Contract and each provision of it shall operate to the benefit of the parties and to their respective successors in interest, legal representatives and assigns.

SEVERABILITY:

Should any of the qualifications, terms or conditions set forth heretofore and hereafter, be contrary to, prohibited by, or be held invalid under applicable laws or court of law having jurisdiction, in that event, such provisions shall be considered inapplicable and omitted, but shall not invalidate any remaining provisions.

GOVERNING LAWS:

This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas State licenses TACLA009290C. Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

HUNTON**SMART**SERVICES

WEB-ENABLED REMOTE ACCESS

BUILDING REPORT CARD

BUILT-IN ENERGY CONSERVATION MEASURES (ECMs)

SOFTWARE MAINTENANCE PLANS

PERPETUAL COMMISSIONING

REMOTE INSPECTIONS

BUILDING PERFORMANCE / DATA COMPARISON OVER TIME

ON-SITE AND REMOTE SUPPORT

UNLIMITED REMOTE SUPPORT CONTRACT OPTIONS

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ORDINANCE NO. 21-30

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO INCREASE THE POLICE DEPARTMENT'S BUILDING MAINTENANCE BUDGET FOR AIR CONDITIONING SYSTEM REPAIRS; 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. 21-21 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021-2022; and

WHEREAS, a budget amendment is needed to increase the Police Department's building maintenance budget for air conditioning system repairs.

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 2021-2022 of the City of Texas City, Texas, is hereby amended as follows:

General Fund (101) Police Department (201):

Maintenance-Buildings and Grounds	\$276,058.73
Unassigned Fund Balance	(\$276,058.73)

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 6th day of October 2021.

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