

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 20, 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) Physical Therapy Month
- (5) PUBLIC HEARING
 - (a) Land Tejas requests to amend the Lago Mar PUD Amendment - Crystal Lagoon District. Being 121 acres of land. Located at 12600 Crystal View Blvd. and to the north of Lago Mar Blvd.
- (6) PRELIMINARY ZONING APPROVAL
 - (a) Consider and take action on the request from Land Tejas to amend the Lago Mar PUD - Crystal Lagoon District. Being approximately 121 acres of land. Located at 12600 Crystal View Blvd and to the north of Lago Mar Blvd.
- (7) PUBLIC COMMENTS
- (8) CONSENT AGENDA
 - (a) Approve City Commission Minutes for October 6, 2021 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 21-079, approving the purchase of 472 Visa gift cards in the amount of \$50.00 each, to be given to the City Employees (full time and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)

- (c) Consider and take action on Resolution No. 21-080, approving the purchase and installation of a Cimline P3 Truck-Mounted Durapatcher from R. B. Everett & Co. through BuyBoard, a Purchasing Cooperative. (Public Works)
- (d) Consider and take action on Resolution No. 21-081, approving the purchase of a Caterpillar 306-07 CA mini-excavator and D2 12A LGP bulldozer from Mustang CAT through Sourcewell, a Purchasing Cooperative. (Public Works)
- (e) Consider and take action on Resolution No. 21-082, approving the purchase of multiple pieces of ground clearing equipment from Shoppa's John Deere through Sourcewell, a Purchasing Cooperative. (Public Works)
- (f) Consider and take action on Resolution No. 21-083, approving the purchase of 17 vehicles for the Public Works Department from Silsbee Ford through GoodBuy, a Purchasing Cooperative. (Public Works)
- (g) Consider and take action on Resolution No. 21-084, approving the payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2021, through September 30, 2022. (Finance)
- (h) Consider and take action on Resolution No. 21-085, approving the appointment and or re-appointment of members to the Housing Authority Board. (Management Services)
- (i) Consider and take action on Resolution No. 21-086, authorizing the Mayor to execute an agreement for Professional Services with Axon Enterprise, Inc. to provide fleet digital media recorder services to the Fire Department. (Fire Department)
- (j) Consider and take action on Resolution No. 21-087, approving the appointment and/or re-appointments to the Public Facilities Development, Harbour Foreign Trade Zone, Housing Finance, and Industrial Development Corporations. (Management Services)
- (k) Consider and take action on Resolution No. 21-088, authorizing the purchase of one (1) 2000 GPM E-One Typhoon Pumper, with foam capability, from Lone Star Emergency Group through the H.G.A.C. Buy Program. (Fire Department)
- (l) Consider and take action on Resolution No. 21-089, authorizing the purchase of two (2) staff units for the Fire Department from Silsbee Ford through GoodBuy Purchasing Cooperative Contract Program. (Fire Department)
- (m) Consider and take action on Resolution No. 21-090, approving the construction of new internet fiber service from PS Lightwave for the Texas City Police Department. (Information Technology)
- (n) Consider and take action on Resolution No. 21-091, approving the purchase of replacement switches, with five-year support and monitoring, for all facilities. (Information Technology)
- (o) Consider and take action on Resolution No. 21-092, approving the Air Conditioning Service Proposal for the Texas City Criminal Justice Center. (Police Department)

- (p) Consider and take action on Resolution No. 21-093, approving Bid No. 2021-110 Sludge Disposal at the Waste Water Treatment Plant Annual Contract. (Public Works)

- (9) REGULAR ITEMS
 - (a) Consider and take action on Ordinance No. 21-31, amending the fiscal year 2021-2022 budget to increase the Fire Department's maintenance contracts budget for Axon fleet services. (Finance)

 - (b) Consider and take action on Ordinance No. 21-32, amending the fiscal year 2021-2022 budget to increase the Information Technology budget for new internet fiber service for Police Department. (Finance)

- (10) COMMISSIONERS' COMMENTS

- (11) MAYOR'S COMMENTS

- (12) 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 15, 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

(5) (a)

Meeting Date: 10/20/2021

Amendment to Lago Mar PUD - Crystal Lagoon District

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Veronica Carreon, Inspections

Department: Inspections

Information

ACTION REQUEST (Brief Summary)

Land Tejas requests to amend the Lago Mar PUD Amendment - Crystal Lagoon District. Being 121 acres of land. Located at 12600 Crystal View Blvd. and to the north of Lago Mar Blvd.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED


Fiscal Impact

Attachments

Memo & Exhibits

Zoning Commission Minutes 09-21-21

Memo

To: Zoning Commission
From: Doug Kneupper, City Engineer 
CC:
Date: September 16, 2021
Re: Lago Mar PUD Amendment – Crystal Lagoon

Background: The original concept plan that is associated with the Planned-Unit-Development (PUD) zoning for Lago Mar, shows most of the area south of the GCWA canal to be single-family residential, with Commercial areas adjacent to I-45. In late 2017, Land Tejas approached the City regarding their desire to develop approximately 120 acres of the single-family and adjacent commercial area as a “Crystal Lagoon District”. There would be a variety of uses centered around the 12-acre lagoon. Some of the uses may include event venues, office / professional, personal services, lagoon / water oriented recreation, restaurants / entertainment, retail, and some limited higher density residential (i.e. townhomes and possibly condos / multi-family). The facilities already constructed in the “Crystal Lagoon District” are the lagoon and a private clubhouse and recreation facility for the Lago Mar residents. To be able to move forward with the variety of uses associated with the crystal lagoon, an amendment to the PUD will be required.

Requested Action: The applicant, Land Tejas, is requesting the City consider an amendment to the PUD zoning for a portion of Lago Mar. The amendment would create about seven (7) sub-areas of varying, but compatible uses. The commercial sub-areas will stay closer to I-45, but the remaining sub-areas will be more directly associated with the lagoon as an attraction and amenity. There are exhibits that more clearly show the arrangement of the sub-areas, and the document goes into more detail regarding the uses and restrictions to ensure a high-quality, compatible development.

Staff Review / Analysis: Representatives from Land Tejas and Crystal Lagoon will make a presentation to the Zoning Commission; similar to the presentation made to the Planning Board at their August 23rd meeting. There will be ample opportunities for questions, answers, dialogue, etc. Following this presentation and consideration of the Zoning Commission, the recommendations of Planning Board and Zoning Commission will be presented to the Mayor and City Commission for their final decision on this amendment.

EXHIBIT B

Crystal Lagoon District Lago Mar Plan Unit Development Partial Amendment no. 1

A. Contents. This PUD amendment includes the following sections:

- B. General Provisions
- C. Land Uses
- D. Development Regulations
- E. General Conditions

B. General Provisions.

1. The PUD approved herein will be constructed, developed, and maintained in compliance with this ordinance and other applicable ordinances of the City. If any provision or regulation of any City ordinance applicable in the Lago Mar PUD, Mixed Use District is not contained in this ordinance, all the regulations contained in the Development Code applicable to the Lago Mar PUD, Mixed Use District in effect on the effective date of this ordinance will apply to this partial amendment as though written herein, except to the extent the City regulation or provision conflicts with a provision of this ordinance.
2. Areas in the PUD outside the Crystal Lagoon District will be constructed, developed, and maintained in compliance with the Approved Lago Mar PUD, the Master Plan, [Exhibit B-3, Lago Mar Single Family West Master Plan](#) and other applicable ordinances of the City.
3. Screening walls: where residential lots are platted adjacent to major roadways a minimum 8' tall masonry wall shall be built along the back or side lot line adjacent to major thoroughfares such as, Lago Mar Boulevard, and Hughes Road and internal collector streets such as, Lago Crossing, Crystal View Boulevard, Lago Front Drive and Sea Breeze Drive, and as shown on [Exhibit B-4: Lago Mar Fence Exhibit](#).
4. Except as otherwise provided herein, the words used in this PUD Amendment have the meaning established by the Development Code. In this ordinance:

Open Space means the portion of all land contained within the Crystal Lagoon District that is the Crystal Lagoon including the water, beach areas, paved plazas, walkways, club buildings and amenity areas adjacent to the Crystal Lagoon and all other areas not covered by buildings, parking lots, driveways, improved pedestrian areas (outside of publicly accessible plazas), or other impermeable material.

Approved PUD means the Planned Unit Development district created by ordinance, dated 12/18/06.

5. The following exhibits are attached to and made part of this PUD amendment:

- Exhibit A: *Location Map*
- Exhibit B: *PUD Amendment*
- Exhibit B-1: *General Development Plan-Crystal Lagoon District*
- Exhibit B-2: *GreenboLT Trail Plan*
- Exhibit B-3: *Lago Mar Single Family West Master Plan*
- Exhibit B-4: *Lago Mar Fence Exhibit*

6. As shown on *Exhibit A, Location Map*, the PUD amendment encompasses 121.52 acres, west of Interstate 45, south of the GCWA canal.

C. Purpose of the District:

The proposed Crystal Lagoon District in Lago Mar is envisioned as the heart of the development and should be crafted to create a unique identity for Lago Mar and the City of Texas City. The district is intended to permit an extensive variety of uses, built around the Crystal Lagoon that will serve as a regional destination and a local amenity. Intended to create large areas of compatible and mutually supportive activities the Crystal Lagoon District in Lago Mar will be appropriately landscaped, and requires the allowed uses to demonstrate adherence to higher development performance standards listed below and in the Developer’s land use covenants and design guidelines.

Sub-Areas

The District is divided into seven (7) sub-areas:

1. Sub-area 1: Commercial. Sub-area 1 is intended to allow a mix of commercial uses that will orient both to the interstate highway and to the Crystal Lagoon. It is intended that this will be the least restrictive area and will be similar to the City’s District E-2, Freeway Commercial zone.
2. Sub-area 2: Boardwalk. Sub-area 2 is intended to allow commercial retail, entertainment venues and other high activity destination use, including restaurants, bars and mobile vendors that will orient to the Crystal Lagoon and its beach areas.
3. Sub-area 3: Beach Club. The beach club area will feature a club house, including restaurants and bars, multi-purpose venue, rental bungalows, wedding and meeting center and beach concessions.
4. Sub-area 4: Hotel / Townhouse. Sub-area 4 will feature boutique style hotel uses and townhouses.
5. Sub-area 5: Condo / Multi-Family. Sub-area 6 will include high-density, maximum six-story residential units.

6. Sub-area 6: Townhome. Sub-area 6 is located on the west side of the District and is a transitional use, transitioning from the more intense water recreational uses adjacent to the Crystal Lagoon to the single family lots farther away from the lagoon. Uses will be mid-density residential, permitting attached and detached single-family residential use.
7. Sub-area 7: Lagoon and Beach. Sub-area 7 includes the resident HOA club building, the Crystal Lagoon and its beach and lawn areas. Uses will be primarily recreation, but will also include entertainment venues, and mobile vendors.

D. Land Uses.

1. Permitted land uses are listed below in [Table 1.0: Permitted Uses](#). Any use that is not expressly listed below and cannot be reasonably categorized as falling within the definition or common English interpretation of listed use, may be considered by Texas City Planning Board as a Conditional Use or Specific Use. When considering the suitability of an unlisted use, Texas City Planning Board shall have regard to the permissibility of similar land uses, the vision and objectives of the District, the potential amenity impacts associated with the use and whether allowing the use (with or without special conditions) is in the public interest.
2. Permitted land uses may be mixed horizontally or vertically on a single property in accordance with the [Table 1.0: Permitted Uses](#).
3. Permitted Uses: The following table presents the permitted uses within the Crystal Lagoon District. Certain land uses are permitted when developed under specific conditions as established in the Notes section of the [Table 1.0: Permitted Uses](#).

Table 1.0 – Permitted Uses:

Land Uses Permitted	1.Comm.	2.Boardwalk	3.Beach Club	4.Hotel/Townhouse	5.Condo/MF	6.Townhouse	7.Lagoon/Beach	Notes
Residential Land Uses								
Dwelling, Multifamily/Condominium	X				X			Note 1
Dwelling, Single-Family Attached				X	X	X		
Dwelling, Single Family Detached				X		X		
Public and Civil Land Uses								
Wedding Venue	X	X	X	X			X	
Outdoor Stage, Performance Venue	X	X	X				X	

Community Center/ HOA amenities and club buildings							X	
Parking Garage	X	X	X					
Recreation and Entertainment								
Amusement and Recreational Services	X	X	X	X			X	
Other Spectator Sports, incl. rental concessions	X	X	X	X			X	
Other Reservation Services	X	X	X	X			X	
Auditorium/ Indoor performance Venue	X	X	X	X				
Performance Venue, Outdoor	X	X	X	X			X	
Membership Sports and Recreation Club	X	X	X	X			X	
Medical Land Uses								
Clinic	X							
Medical, Dental & Optical Retail Sales	X	X						
Medical, Dental Office	X	X						
Optician Shop	X	X						
Motor Vehicle/Transportation								
Auto Service Station	X							
Bicycle Sales, Repairs & Hire	X							
Recreational Vehicle Rental	X							
Recreation Vehicle and Boat Sales	X	X						
Professional Services								
Accessory Banking	X	X						Note 2
Bank, Savings and Loan Association, Financial Institution	X	X						
Office, Business	X	X						
Office, Professional	X	X						
Office, Real Estate Development Tract or Field Office	X	X						

Commercial, Retail, Personal Services								
Antique Shop	X	X						
Apparel Alteration and Retail or Tailor Shop	X	X						
Art Gallery	X	X						
Arts, Crafts and Hobby Shop	X	X						
Bakery, Retail Confectionery	X	X	X	X				Note 3
Barbershop, Beauty Salon, other Personal Shop	X	X						
Catering Service	X	X						
Convenience Store, without Fuel Sales	X							
Convenience Store, with Fuel Sales	X							Note 10
Department Store	X							Note 5
Farmers' Market, Outdoor	X	X					X	
Furniture, Fixture & Appliance Store	X	X						
Gift Shop including Florist	X	X						
Grocery Store	X	X						
Grocery Store, with Fuel Sales	X							Note 10
Health Club	X	X						
Hobby Studio, Private	X	X						
Hotel, Motel	X			X				Note 11
Kiosk	X	X	X				X	
Laundry, Dry Cleaning Pickup & Receiving Station	X	X						Note 6
Liquor Store, Packaging Sales	X	X						
Meat Market (includes Seafood)	X							
Mobile Food Unit	X	X	X	X			X	
Music Store	X	X						
Office Supply Store	X	X						
Pet Shop	X	X						

Pharmacy	X							
Restaurant	X	X	X	X				
Restaurant, Drive-in/Drive-thru	X							
Restaurant, Refreshment Stand (temporary or Seasonal)	X	X	X	X				
Tanning Studio	X	X						
Tavern, Bars & Nightclubs	X	X	X	X				Note 7
Tobacco Shop	X	X						
Manufacturing and Industrial								
Art & Craft Production	X							
Craft Brewery, Distillery or Winery	X	X	X					Note 9
Accessory Use								
Accessory Building	X	x	x	x	x	x	X	Note 12

Notes: Uses within the PD must be developed in compliance with the following conditions:

1. Condominium / Multi Family uses within the Commercial Sub-area 1 is limited to vertically integrated units with residential units located above retail.
2. Functions Closely Related to Banking excludes check cashing, credit access businesses, and motor vehicle title loans (as defined in Chapter 393 of the Texas Financial Code).
3. Subject to a maximum of 10,000 square feet gross leasable area per establishment.
4. Subject to a maximum of 20,000 square feet gross leasable area per establishment.
5. Subject to a maximum of 35,000 square feet of gross leasable area per establishment.
6. For Laundry, Dry Cleaning Pickup & Receiving Station, rear doors must be screened by masonry screening walls that are a minimum 6 feet in height.

7. Conditions for Tavern, Bars & Nightclubs - Drinking Places other than Micro-Brewery or BrewPub):
 - (a) Use not permitted within 300 feet of any Single-Family Lot Line.
 - (b) No Drinking Place shall be greater than 12,500 square feet per establishment.
8. Limited to office with no outdoor storage on site or overnight parking.
9. Conditions for Micro-Brewery, Brewpub:
 - (a) Use not permitted within 300 feet of any existing Single Family Lot Line.
 - (b) No Micro-Brewery or Brewpub shall be greater than 15,000 square feet per establishment.
10. Conditions for Gasoline Sales:
 - (a) Recessed lighting under the pump station canopy and in fixtures throughout the site.
 - (b) There shall be no outdoor speakers, except those required by law at pump stations.
 - (c) Fueling canopy columns shall be 100% of the following two materials; brick and/or stone.
 - (d) Canopy roofs over the pump dispensers shall have a pitched roof.
 - (e) Minimum landscaping buffering to include:
 - i. Hedges of at least three feet in height at time of planting screening the entire parking lot perimeter.
 - ii. Trees of at least three inches in diameter and eight feet in height at the time of planting for every 50 feet of parking lot perimeter, except street trees.
11. Conditions for Hotel/Motel:
 - (a) Entrance through exterior doors must be secured and accessible only to guests and employees;
 - (b) Hotel management must be on-site 24 hours each day;
 - (d) Prohibit overnight parking of trucks with more than two axles and recreational vehicles in the hotel's parking lot and parking garage, erect signs in compliance with Chapter 2308 of the Texas Occupations Code stating those vehicles will be towed from the hotel property;

- (e) Delivery service areas must be screened from the view of any right-of-way or residential area by masonry walls.
 - (f) Must comply with City of Texas City zoning ordinance for District E-2.
12. Accessory uses, include uses which are subordinate to and incidental to the principal uses, including:
- (a) Private garage;
 - (b) Swimming pool;
 - (c) One storage building per residence, not exceeding 225 square feet in floor area or 12 feet in height;
 - (d) Registered family home;
 - (e) Home occupation;
 - (f) Cabana, pavilion or roofed area;
 - (g) Meeting, party and/or social rooms; and
 - (h) Tennis courts and other recreational facilities, as an accessory to the principal use.
 - (i) Paved automobile parking lots incidental to the principal use

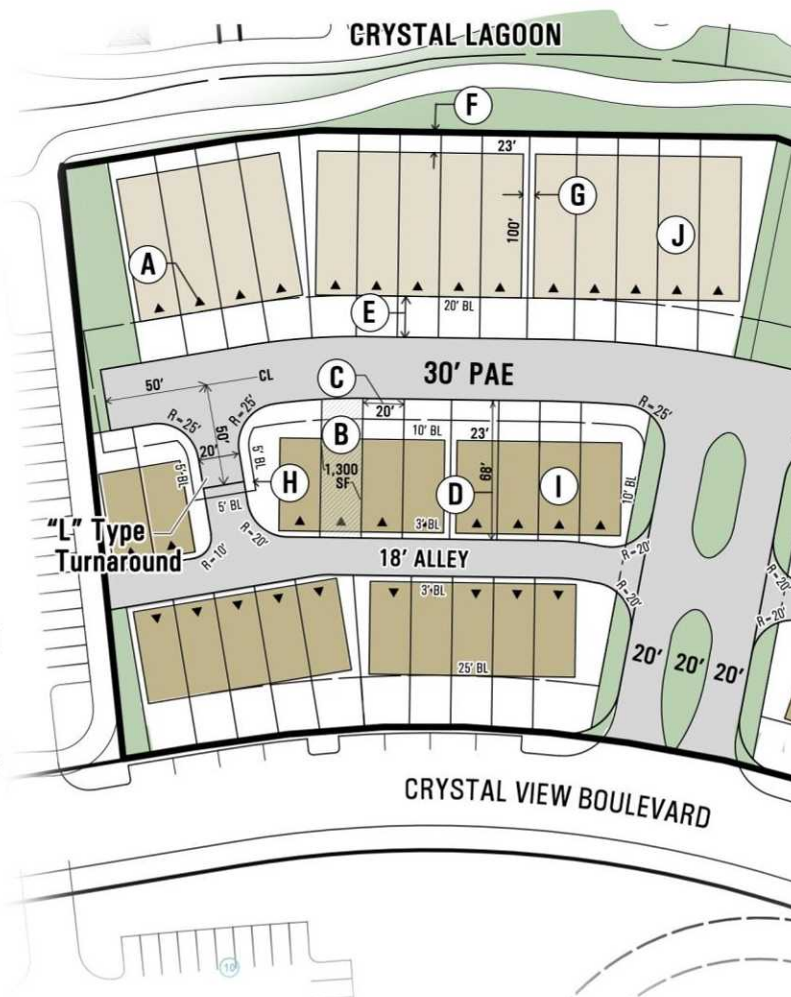
D. Development Regulations – Land within the boundaries of the Crystal Lagoon District, PUD amendment as shown on *Exhibit B-1 General Development Plan-Crystal Lagoon District*, shall be developed in accordance with the following development regulations:

1. Townhouse Residential:

a.	The total number of units shall not exceed.	275 units
	The maximum permitted density	17 units per acre
b.	The minimum lot area	1,300 sq. ft.
c.	The minimum lot width	20 feet
d.	The minimum lot depth	65 feet
e.	The minimum front yard setback	20 feet / 10 feet if vehicular access is from a rear alley/shared driveway.
f.	The minimum rear yard setback	10 feet / 3 feet if vehicular access is from a rear alley.
g.	The minimum side yard setback	0 feet between units; 6 feet at the end of each building complex
h.	The minimum side yard of corner lots	10 feet on street side/ 5' if siding on "T" type or "L" Type turnaround (see below)
i.	The maximum lot coverage by structures	80 percent
j.	The maximum lot coverage by structures, driveways and parking	85 percent

k.	The maximum height.	40 feet
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- A. ▲ Indicates Driveway Access
- B. 1,300 SF Minimum Lot Area
- C. 20' Minimum Lot Width
- D. 65' Minimum Lot Depth
- E. 20'/ 10' Minimum Front Yard Setback
- F. 10' Minimum Rear Yard Setback
- G. 0' / 6' Between Units/ Buildings
- H. 10' Side Yard Setback/ 5' Side Yard Setback Siding "T" or "L" Type Turnaround
- I. 70% Maximum Lot Coverage
- J. 85% Maximum Permeable Lot Coverage



I. Lot access: Access to lots may be from either a public or private street, or from a permanent access easement (PAE). Lots may take driveway access from a private alley provided the lots also have adequate minimum frontage on either a public or private street, or from a permanent access easement.

- i. The minimum right-of-way required for permanent access easement is 30 feet. The right-of-way width of a permanent access easement is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- ii. Sidewalks are not required adjacent or along a permanent access easement.

- iii. Intersections along permanent access easements shall be spaced a minimum of 65 feet apart and shall not intersect at less than an 80-degree angle.
- iv. When a permanent access easement intersects with another permanent access easement at a 90-degree angle, the permanent access easement shall provide a 25-foot radius at the intersection.
- v. When a permanent access easement intersects with another permanent access easement at an angle of between 80 and 90 degrees each acute angle shall have a 25-foot radius at the intersection.
- vi. A permanent access easement may not be a direct straight-line extension of a public street.
- vii. Curves along a permanent access easement may have any centerline radius except that the centerline radius of a reverse curve shall not be less than 65 feet. Reverse curves shall be separated by a tangent of not less than 25 feet.
- viii. Dead end permanent access easements shall not exceed 100 feet or must provide an "L" type, or "T" type turn around.
- ix. The minimum right-of-way requirement for a private alley is 18'. The right-of-way width of a private alley is coterminous with the pavement width and the terms are used interchangeably. The width shall be measured from edge to edge across the surface of the pavement.
- x. When a private alley intersects with a permanent access easement, or public street the alley shall provide a 20' radius at the intersection.
- xi. When a private alley intersects with another private alley the minimum radius shall be 10'.
- xii. An alley may not be a direct straight-line extension of a public street.
- xiii. Dead end alleys may not exceed 100'

m. Parking for Townhouse Residential Use.

- i. Each subdivision providing for a townhouse residential use shall provide at least two off-street parking spaces per dwelling unit on each lot.

- ii. Each subdivision plat providing for a townhouse residential use on a permanent access easement with six or more dwelling units shall provide one additional parking space for every six dwelling units. Each additional guest parking space shall conform to the following requirements:
 - a. The guest parking space shall be placed within the boundaries of the subdivision plat, unless the guest parking space abuts a continuous curb along a public or private street that is adjacent to or within the plat boundary and that is not a major thoroughfare;
 - b. For a subdivision plat where the lots abut a permanent access easement and take vehicular access only from a private alley, a guest parking space may be included within the permanent access easement;
 - c. The guest parking space shall not be placed within a lot;
 - d. The guest parking space shall not be placed where parking is prohibited by law; and
 - e. The guest parking space shall be accessible to all residents of each dwelling unit of the subdivision plat.

2. Condominium/Multi-Family Residential:

a.	The total number of units shall not exceed.	350 units
b.	The maximum Residential Density	N/A
c.	The minimum lot width	80 feet
d.	The minimum lot depth	100 feet
e.	The minimum front yard setback	25 feet from public street?
f.	The minimum rear yard setback	20 feet
g.	The minimum side yard setback	20 feet
h.	The minimum distance between structures	20 feet
i.	The maximum lot coverage by structures	75 percent
j.	The maximum lot coverage by structures, driveways and parking	87.5 percent
k.	The maximum height.	75 feet or 6 stories (see l.)

- l. Ornamental features, including but not limited to the following elements may be constructed up to 15 feet above the maximum height allowed:
 - Chimneys,
 - Ornamental tower spires,

- Cooling towers,
- Elevator bulkheads,
- Roof gables,
- Parapet walls, and
- Mechanical equipment.

- m. Multi-family developments larger than 1 acre are required to have more than one point of access to the development from public streets adjacent to the boundaries of the development.
- n. Except as otherwise provided in this section, each multi-family residential development shall provide paved pedestrian access to the Crystal Lagoon amenity.

3. Commercial and non-residential uses:

a.	The minimum lot area	None
b.	The minimum lot width	None
c.	The minimum lot depth	None
d.	The minimum front yard setback	50 feet from Interstate 45, 25 feet from any other public or private street.
e.	The minimum rear yard setback	30 feet if adjacent to any Residential Zone
f.	The minimum side yard setback	50 feet from Interstate 45, 25 feet from any other public street, 30 feet if adjacent to any Residential Zone.
g.	The minimum distance between detached structures	12 feet
h.	The maximum lot coverage by structures	65 percent
i.	The maximum lot coverage by structures, driveways and parking	90 percent
j.	The Maximum height.	No requirement

k. Parking requirements. All development within the Crystal Lagoon District will meet or exceed the minimum parking requirements specified in the City's Zoning Ordinance, Section 160.081. In calculating the required number of parking spaces for each land use, the **Director** may give credit for shared parking utilizing the Shared Parking criteria published by the Urban Land Institute. The Director shall determine and establish the parking requirements for each building in the PUD as part of the building permit issued for each building, in accordance with the requirements of the section.

l. Screening requirements. A minimum building setback of 50 feet will be provided adjacent to Interstate 45. A 30-foot wide landscape reserve will

parallel the freeway and will feature palm trees planted 75 feet on center interspersed with a minimum of 2 hardwood or other decorative trees with a 4" caliper trunk, and a 12- foot wide planting band containing a variety of seasonal and perennial plant materials. Parking areas will be screened from view of the interstate with a minimum 3' high evergreen shrub.

In order to promote a pedestrian oriented development in the Crystal Lagoon District, uses will be encouraged to be vertically or horizontally integrated, and as such, screening or buffering between uses will not be required.

m. Landscape requirements. All development within the Crystal Lagoon District will exceed the minimum landscape requirements specified in the City's Zoning Ordinance, **Section 160.088** and shall meet the landscape requirements specified in the developer's commercial deed restrictions and development covenants. In addition, all parking lots shall have at least one tree planted within 50 feet of each parking space and the minimum size of parking lot trees shall be 3-inch caliper and 10 feet high or a reasonable substitute.

n. Open Space. The Crystal Lagoon will be provided for open space. Pipeline easements, drainage easements and other areas not included as open space or suitable for development will, when possible, be incorporated into the community open space plan for use as pedestrian corridors and greenbelts. These areas will then be maintained by the owner associations and will not become a potential "no-mans" land.

o. Freeway Frontage Road Access. Driveways to Interstate 45 shall be located in accordance with the most recent version of the *Access Management Manual*, as administered by the Texas Department of Transportation, (TXDOT). The total number of driveways and their location may be limited due to the location of freeway access ramps and other denial of access criteria. In addition, all development tracts oriented to the freeway with less than 400 feet of frontage shall be required to provide a joint use private access easement between adjacent tracts fronting the freeway to minimize the total number of access points along the freeway and to facilitate traffic flow between the tracts.

p. Signage. Excluding project entry signs identifying the Lago Mar Development, tracts in Lago Mar are limited to building signs and monument signs and must otherwise comply with the City's Sign Ordinance, **Chapter 155**.

- E. GreenboLT and Pedestrian Circulation Regulations** – As shown on **Exhibit B-2, GreenboLT, Trail Plan**, in addition to sidewalks required by the City's current regulations, a 12' wide multi-use trail for use by electric (only) golf carts and other vehicles, like scooters, Segway scooters, etc. may be provided along one side only of Lago Mar Boulevard and/or other collector streets in lieu of the standard sidewalks on both sides of the street.

F. Building Regulations – Buildings within the Crystal Lagoon District shall be developed in accordance with the following regulations:

1. Building façade design criteria:

- (a) Building facades shall include offsets, or changes in building materials, colors and textures, or other methods to break up the horizontal and vertical building planes.
- (b) Building facades shall incorporate architectural details that create shade and cast shadows to provide visual relief.
- (c) Facades greater than 100 feet in length that face Crystal View Drive or Lago Mar Boulevard shall incorporate offsets having a minimum depth of at least 2 feet, and extending at least 20% of the length of the façade.
- (d) No uninterrupted length of a façade shall exceed 100 feet.

2. Building façade finishes:

- (a) Primary Finish means an exterior finish consisting of brick, stone (natural, cast, or cultured-textured), stucco and glass.
- (b) Secondary Finish means an exterior finish consisting of wood, ceramic tiles, concrete masonry units (indented, hammered, or split face concrete), and fiber cement siding.
- (c) Primary Finishes shall comprise at least 70% of each facade. The remaining portion of an exterior wall that is not constructed of a Primary Finish must be constructed of a Secondary Finish. No single primary building finish material shall cover more than 80% of the front of any building.
- (d) Secondary Finishes shall comprise no more than 30% of the façade for any building.
- (e) Use of architectural metals is limited to canopies, parapet walls, roof systems, and miscellaneous trim work, and such use shall meet the durability standards of the Development Code.
- (f) The Director may approve alternative Primary or Secondary Finishes not specified herein if the Director determines that the alternative finish is substantially equal to or better than a specified Primary or Secondary Finish in quality, durability, and appearance and the use thereof will not violate any provision of this article.
- (g) The following building materials shall not be used for a Primary or Secondary Finish:
 - (i) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic or fiberglass panels.
 - (ii) Unfired or underfired clay, sand, or shale brick.
 - (iii) Smooth or untextured concrete surfaces.
 - (iv) Exterior Insulated Finish Systems (E.I.F.S.)

3. Building façade features:

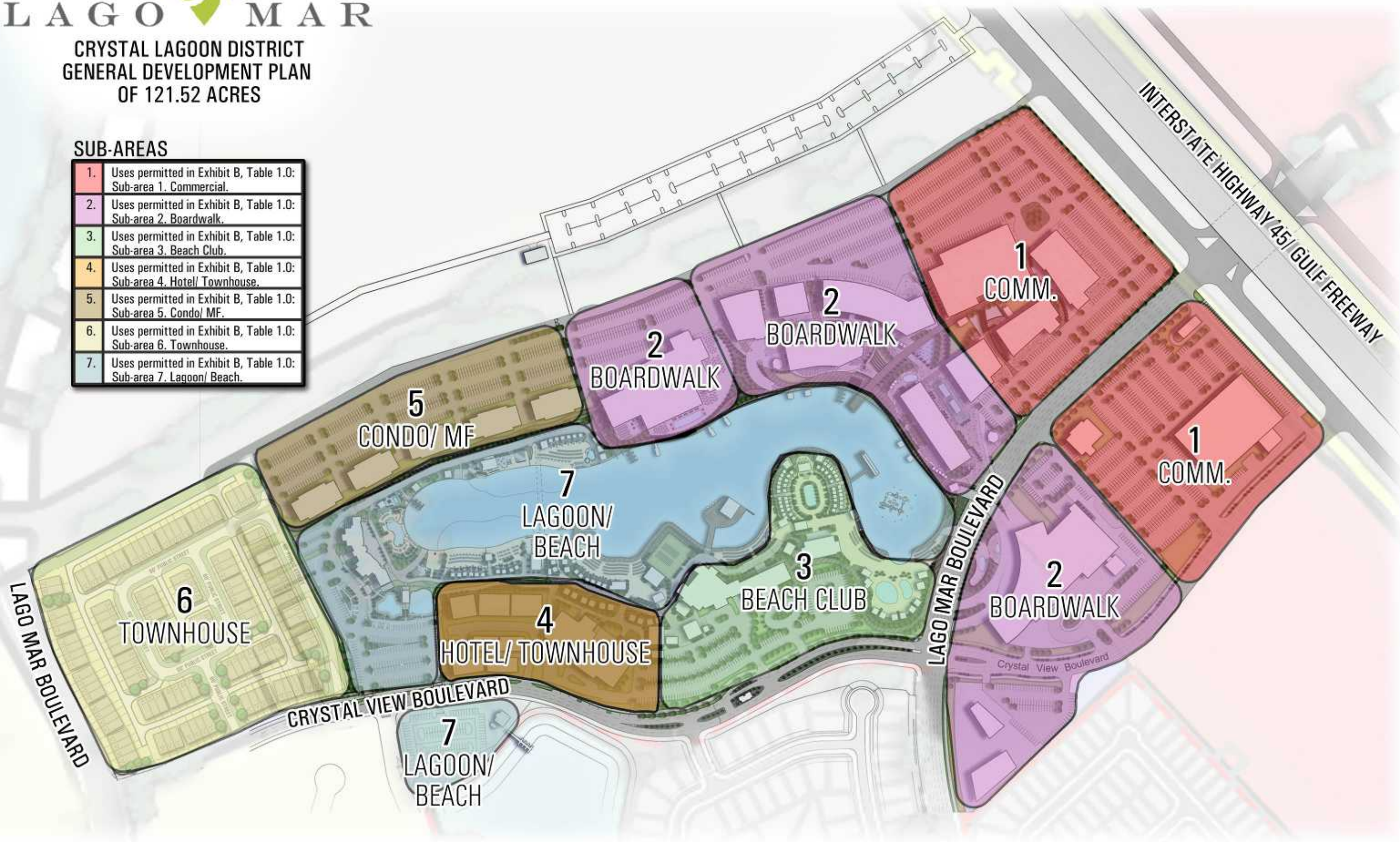
- (a) Canopies shall be provided at all building entrances facing Lago Mar Boulevard or Crystal View Drive. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet.
 - (b) The front façade (the side of the building facing the street or internal access easement) of the first floor of a retail building, within 50 feet of the Lago Mar Boulevard or Crystal View Drive, shall be at least 60% transparent to permit visibility between the building occupants and outdoor pedestrians and motor vehicle drivers.
 - (c) Ground floor façades for retail buildings that face Lago Mar Boulevard or Crystal View Drive shall have storefronts, canopies, arcades, display windows, entry areas, awnings or other features along at least 50% of their horizontal length.
 - (d) The **Director** may approve alternative canopy or façade treatments not specified herein if the Director determines that the alternative canopy or façade treatment is substantially equal to or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
4. All façades of an individual building and the façades of multiple buildings within a single reserve shall be of similar architectural design, color and materials where facing or siding to a public street or pedestrian walkway.
5. Screening walls, wing walls, columns, and similar building extensions and supports shall be of complementary architectural design, color and materials as the building or structure to which they are attached.
6. Building canopies:
- (a) Canopies shall be provided at all street facing building entrances intended for pedestrians.
 - (b) Canopies may be structural extensions of the building or constructed of fabric attached to the building.
 - (c) An individual canopy shall cover a ground area of at least 20 square feet.
 - (d) The **Director** may approve alternative canopy or façade treatments not specified herein if the Director determines that the alternative canopy or façade treatment is substantially equal to or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.

LAGO MAR

CRYSTAL LAGOON DISTRICT GENERAL DEVELOPMENT PLAN OF 121.52 ACRES

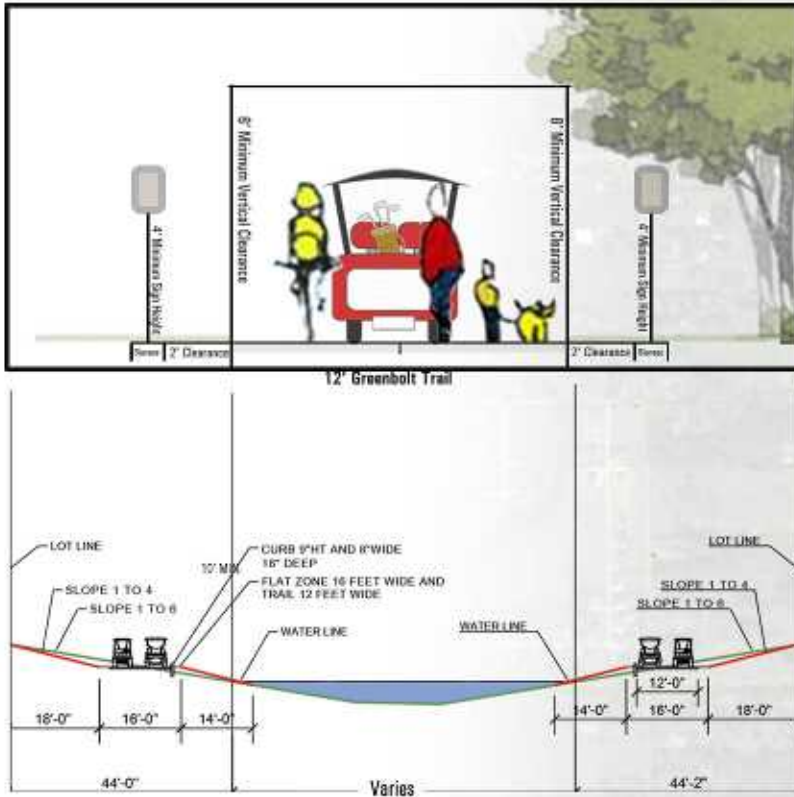
SUB-AREAS


1.	Uses permitted in Exhibit B, Table 1.0: Sub-area 1. Commercial.
2.	Uses permitted in Exhibit B, Table 1.0: Sub-area 2. Boardwalk.
3.	Uses permitted in Exhibit B, Table 1.0: Sub-area 3. Beach Club.
4.	Uses permitted in Exhibit B, Table 1.0: Sub-area 4. Hotel/ Townhouse.
5.	Uses permitted in Exhibit B, Table 1.0: Sub-area 5. Condo/ MF.
6.	Uses permitted in Exhibit B, Table 1.0: Sub-area 6. Townhouse.
7.	Uses permitted in Exhibit B, Table 1.0: Sub-area 7. Lagoon/ Beach.

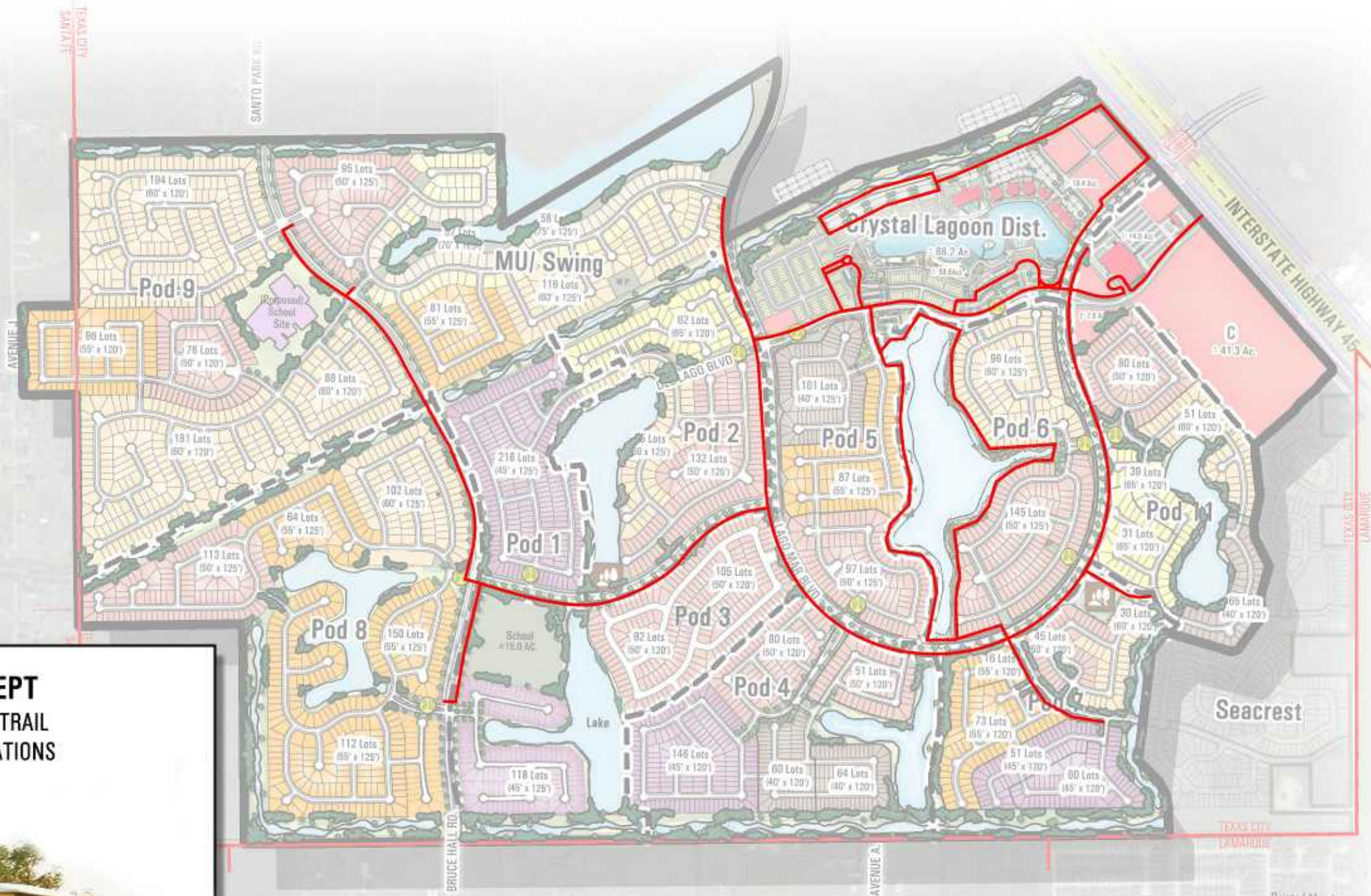


LAGO MAR

GREENBOLT TRAIL



 **INDICATES GREENBOLT TRAIL CONCEPT**
 ADDITIONAL TRAIL SEGMENTS MAY BE ADDED OR TRAIL LOCATIONS, INTERSECTIONS, AND CROSSING LOCATIONS MAY BE RELOCATED.



LAGO MAR



A Master Plan
of
±1,540 Acres
Texas City, Texas



LEGEND

- COMMERCIAL/MFR
- CIVIC
- GATED ENTRY
- NEIGHBORHOOD PLAYGROUND

LOT TABLE

	40's	45's	Total <50'	50's	55's	60's	65's	70's	75's	TOTAL
Developing Lots:										
POD 7		111	111	45	89	30				275
POD 11	65		65	80		51	70			266
Seacrest		79	79	265						344
POD 3		73	133	198						331
POD 4	123	145	268	80	51					399
POD 5	101		101	97	88					286
POD 6				145		95				240
Future Lots:										
POD 1		206	206							206
POD 2				126		61	60			247
POD 8	68		68	172	214	102				556
POD 9				87	44	470				601
TOTAL	289	682	971	1,295	486	809	130			3,691
	431 MAX		971 MAX	1,295	1,295	1,295	1,295			4,330 MAX TOTAL LOTS
POD 10	24			142		68		40		274
	47 MAX		106 MAX	142	142	142	142	142	142	474 MAX TOTAL LOTS
Crystal Lagoon District Townhouse Lots										
										194
TOTAL	289	706	995	1,437	486	877	130	40		3,965

NORTH

0' 250' 500' 1000'

SCALE: 1"=500'

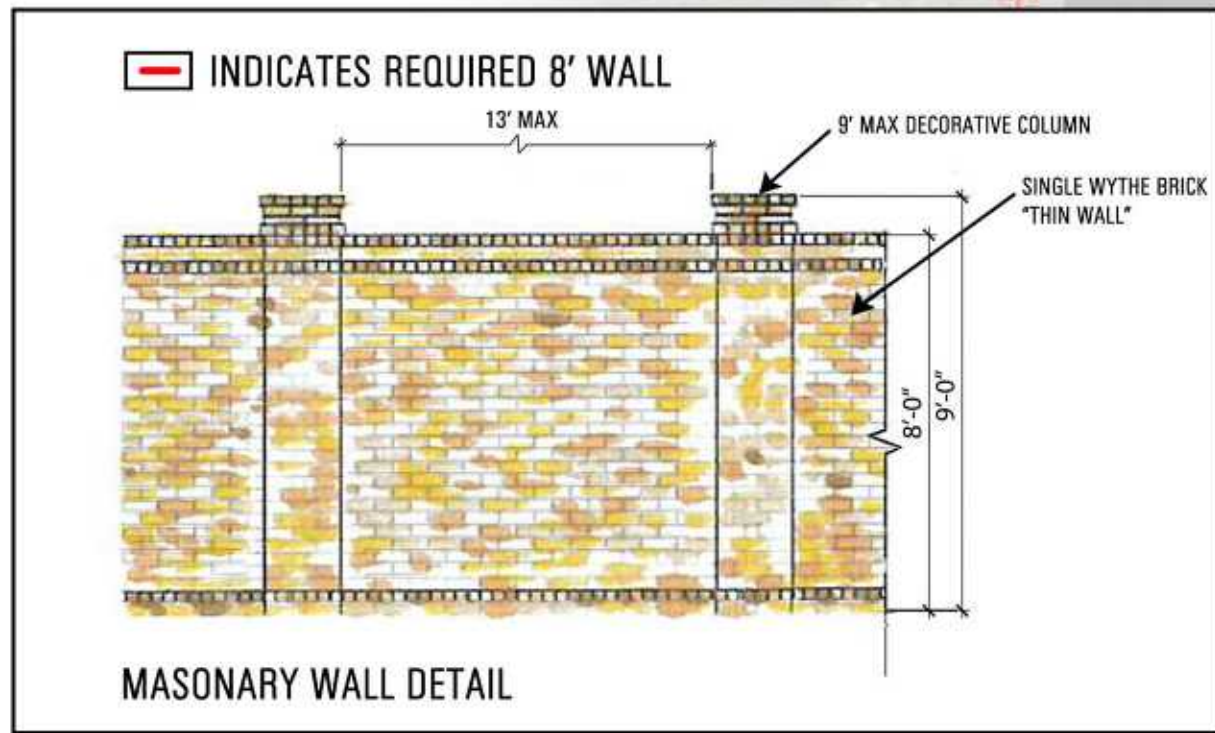
DATE: 06.17.2021

THIS PLAN WAS PREPARED USING REASONABLY RELIABLE SOURCES AND IS SUBJECT TO CHANGE PENDING A DETAILED BOUNDARY SURVEY. THIS PLAN HAS NOT BEEN REVIEWED BY ANY GOVERNMENTAL AGENCY. ADDITIONAL STREETS AND/OR DRAINAGE PROVISIONS MAY BE REQUIRED. THIS PLAN IS AN ARTIST'S CONCEPTION AND IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ALL PLANS FOR FACILITIES OR LAND USES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

LAGO MAR

FENCE EXHIBIT

PHOTOGRAPHIC EXAMPLES



ZONING COMMISSION MINUTES

September 21, 2021

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, September 21, 2021 at 5:15 p.m. Commission members present were: Co-Chairman Gary Potter, Aric Owens, Thelma Bowie and Bruce Clawson. Staff members present were: Doug Kneupper and Veronica Carreon. Citizens present were: Sherri McElwee and Stan Winter; Jones|Carter Engineering; Collin Campbell, Land Tejas; Randy Miller, Henry Gomez, Ray L. Williams and Chuck Covington.

Co-Chairman Potter addressed those present and explained the procedures for the Public Hearing. He indicated a quorum was present and called the meeting to order.

APPROVAL OF MINUTES: The minutes from July 20, 2021 were approved on **a motion by Thelma Bowie/Bruce Clawson. All members present voted aye.**

ITEM NO. 1 Review and approval of the Lago Mar PUD Amendment – Crystal Lagoon District. Being approximately 121 acres of land. Located at 1260 Crystal View Blvd and to the north of Lago Mar Blvd. (Action)

Mr. Kneupper provided the background information for this rezoning request. The developer, Land Tejas, is requesting the City consider an amendment to the PUD zoning for a portion of Lago Mar known as the Crystal Lagoon District. The amendment would create approximately 7 sub-areas of varying, but compatible uses. The commercial sub-areas will stay closer to I-45, but the remaining sub-areas will be more directly associated with the lagoon as an attraction and amenity. Mr. Kneupper stated that Jones|Carter had a presentation to clearly show the arrangement and how the sub-areas will play into the area. The presentation was also made to the Planning Board in August 2021 and the board made a recommendation to move forward. After Mr. Kneupper's presentation, **a motion was made by Bruce Clawson/Thelma Bowie to open the Public Hearing. All members present voted aye.** Mr. Stan Winter then made their presentation to everyone present. He stated that the amendment they are proposing only affects those areas that are in the present district, with the exception of provisions in the amendment that establish requirements for perimeter fences. These were not in the original PUD, but 8' masonry walls along the major thoroughfares have been included as a requirement in this amendment. The other amendment establishes provisions for a multi-use trail. This is a 12' wide concrete trail that will connect the neighborhoods to the amenity and commercial areas. It will be wide enough to accommodate pedestrians, cyclers and electric vehicles (golf carts. Along the northern boundary of the district, they have proposed 7–10 acres to allow for high density condominium residential use – up to 350 units. On the west side of the district, they have proposed townhomes - consisting of 151 lots. Mr. Winter also stated that the townhomes will have their own HOA, trash pickup, and lawn maintenance. After presentation, Mr. Bruce Clawson asked if residents were aware of these changes to the PUD, to which Mr. Winter stated that they were all made aware publicly of the changes. There was a discussion between board members and citizens regarding noise levels, amenities, and traffic issues, to which those were addressed by Mr. Winters. **A motion was then made by Bruce Clawson/Thelma to close the Public Hearing. All members present voted aye.** There were no additional comments or discussion and **a motion was made by Bruce Clawson/Thelma Bowie to approve the rezoning request. All members present voted aye.**

ITEM NO. 2 Other business.

There was no further business to discuss at this time and **a motion was made by Thelma Bowie/Bruce Clawson to adjourn. All members present voted aye.**

Zoning Commission Secretary

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 10/20/2021

Preliminary Zoning Approval - Lago Mar PUD Amendment - Crystal Lagoon District

Submitted For: Doug Kneupper, Transportation and Planning

Submitted By: Veronica Carreon, Inspections

Department: Inspections

Information

ACTION REQUEST (Brief Summary)

Consider and take action on the request from Land Tejas to amend the Lago Mar PUD - Crystal Lagoon District. Being approximately 121 acres of land. Located at 12600 Crystal View Blvd and to the north of Lago Mar Blvd.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(8) (a)

Meeting Date: 10/20/2021

Submitted By: Rhomari Leigh, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for October 6, 2021 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

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

A Regular Called Meeting of the City Commission was held on Wednesday, OCTOBER 6, 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 Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Kevin Yackly, Commissioner At-Large
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

Absent: Keith Henry, Commissioner District 1
Felix Herrera, Commissioner District 2

2. INVOCATION

Led by Pastor Hector Rodriguez of Trinity Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Johnson, Sr.

4. PROCLAMATIONS AND PRESENTATIONS

- a. Promotion of Matthew Wyatt, Mark Lovell, Thomas Pitman, Curtis Johnson, and Kellen Wood.
(Fire Department)

David Zacherl, Fire Chief, promoted Matthew Wyatt to Battalion Fire Chief, Mark Lovell to Captain, Thomas Pittman to Captain, Curtis Johnson to Engineer, and Kellen Wood to Engineer.

- b. Domestic Violence Awareness Month

Accepted by the Galveston County Resource Crisis Center.

5. REPORTS

- a. Aquatic Program (Recreation and Tourism)

Kelly Bender gave a PowerPoint presentation on the City's aquatics program and summer attendance at the Nessler Park Aquatic Center.

- b. Fire Services (Fire Department)

Chief David Zacherl gave a presentation on the Fire Department's current statistics.

6. PUBLIC COMMENTS

Brad Senter, resident, requested that the City place a lower speed limit sign near The Islands subdivision.

7. CONSENT AGENDA

Motioned by Commissioner District 4 Jami Clark, seconded by Commissioner At-Large Kevin Yackly to approve Consent Agenda items a, b, c, d, and e.

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

Vote: 5 - 0 CARRIED

- 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)

Vote: 5 - 0 CARRIED

- 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)

Vote: 5 - 0 CARRIED

- 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)

Vote: 5 - 0 CARRIED

- 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)

Vote: 5 - 0 CARRIED

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)

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

Vote: 5 - 0 CARRIED

- 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)

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

Vote: 5 - 0 CARRIED

- 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)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large Kevin Yackly

Vote: 5 - 0 CARRIED

- 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)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 5 - 0 CARRIED

- 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)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 5 - 0 CARRIED

- 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)

Motion by Commissioner At-Large Kevin Yackly, Seconded by Commissioner District 3 Dorthea Jones Pointer

Vote: 5 - 0 CARRIED

- 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)

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

Vote: 5 - 0 CARRIED

9. COMMISSIONERS' COMMENTS

Thelma Bowie gave kudos to the Texas City Fire Department for a successful Firefighter Games. Commissioner Bowie also thanked the Texas City Police Department for their presence at the Lago Mar National Night Out.

Kevin Yackly stated that he was happy to approve Ordinance No. 21-29 "because no one should make more than Police and Fire."

STAFF COMMENTS

Jon Branson, Executive Director of Management Services, stated that Touch-a-Truck is on October 23rd on 6th Street.

Joseph Stanton, Police Chief, wished his wife a happy 25th anniversary.

Dennis J. Harris, Director of Recreation and Tourism, stated that Halopalooza is on October 30th at the Rotary Pavillion.

Bruce Clawson, Interim Emergency Manager, introduced Johnny Morales as the new Emergency Manager.

Garrett McLeod, Director of Economic Development, stated that EDC is expanding their social media presence and would appreciate a like or follow on the official TCEDC Facebook page.

10. MAYOR'S COMMENTS

Mayor Johnson wished Thelma Bowie a happy birthday and thanked her for her service as Mayor Pro-Tem.

11. ADJOURNMENT

Having no further business, Commissioner Dorthea Jones Pinter made a MOTION to ADJOURN at 6:07 p.m.; the motion was SECONDED by Commissioner Jami Clark. All present voted AYE. MOTION CARRIED.

DEDRICK JOHNSON, SR., MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(8) (b)

Meeting Date: 10/20/2021

2021 Employee Christmas Gift Cards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. _____, approving the purchase of 472 Visa gift cards in the amount of \$50.00 each, to be given to the City Employees (full time and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)

BACKGROUND

The total cost for the cards are \$23,600.00 which includes 472 cards at \$50.00 each, plus a \$1.50 per card activation charge of \$708.00. Shipping cost is unknown. This is an annual item and is budgeted. The cards are given prior to Christmas to all full time and part-time employees with over a year of service.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-079

A RESOLUTION APPROVING THE PURCHASE OF 472 VISA GIFT CARDS IN THE AMOUNT OF \$50.00 EACH, TO BE GIVEN TO CITY EMPLOYEES (FULL AND PART-TIME), AS AN INCENTIVE FOR CONTINUED OUTSTANDING CUSTOMER SERVICE AND PERFORMANCE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City requests approval of the purchase of 472 Visa Gift Cards in the amount of \$50.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

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 466 Visa Gift Cards in the amount of \$50.00 each, to be given to City Employees (full and part-time), as an incentive for continued outstanding customer service and performance.

SECTION 2: The cost for the cards is \$23,600.00, which includes 472 cards at \$50.00 each, plus a \$1.50 per card activation charge and additional shipping fees.

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

PASSED AND ADOPTED this 20th 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: 10/20/2021

Cimline P3 Truck-Mounted Durapatcher Purchase and Installation

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approval of the purchase and installation of a Cimline P3 Truck-Mounted Durapatcher from R. B. Everett & Co. via the BuyBoard Purchasing Cooperative for the Public Works Department.

BACKGROUND

This is to replace the old Durapatcher, which is worn down beyond repair. Funds were made available in the 2021/2022 Capital Equipment Replacement Fund for the Public Works Department. The total price for this piece of equipment, including installation is \$119,437.00 through BuyBoard Contract Pricing No. 597-19. The delivery dealer is R. B. Everett & Co.

The BuyBoard worksheet is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve the purchase and installation of the Cimline P3 Truck-Mount Durapatcher to replace our current, worn out, Durapatcher.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

RESOLUTION NO. 21-080

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A CIMLINE P3 TRUCK-MOUNTED DURAPATCHER FROM R.B. EVERETT & CO. THROUGH BUYBOARD, A PURCHASING COOPERATIVE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department desires to purchase and have installed a Cimline P3 Truck-Mounted Durapatcher from R. B. Everett & Co. through BuyBoard, a Purchasing Cooperative Contract Program; and

WHEREAS, funds are available in the FY 21-22 Capital Equipment Replacement Fund 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 a Cimline P3 Truck-Mounted Durapatcher from R. B. Everett & Co. through BuyBoard, a Purchasing Cooperative Contract Program for approximately \$119,437.00.

SECTION 2: That this equipment is to be utilized by the Public Works Department.

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

PASSED AND ADOPTED this 15th day of October 2021.

Dedrick D. Johnson, 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: 10/20/2021

Purchase of a Caterpillar 306 07A Mini-Excavator and D2 12A LGP Bulldozer

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approval of the purchase of a Caterpillar 306-07 CA mini-excavator and D2 12A LGP bulldozer from Mustang CAT through the Sourcewell Purchasing Cooperative.

BACKGROUND

Both of these pieces of equipment are to replace old equipment already in our fleet. Funds are made available in the 2021/2022 Capital Equipment Replacement Fund for the Public Works Department.

The price for the mini-excavator is \$91,218.70 and the price for the bulldozer is \$153,139.43 via Sourcewell Contract # 032119-CAT.

Both are being purchased from the same dealer and will be on the same purchase order.

Copies of the Mustang/CAT Sourcewell worksheets are attached for your review

ANALYSIS

It is the recommendation of the Public Works Department to approve the purchase of this equipment Mustang/CAT via the Sourcewell Purchasing Cooperative Contract # 321119-CAT, for the prices listed.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

Model: 306-07 CA
Serial No.: TBD

ARRANGEMENT

OPTION	DESCRIPTION	LIST
579-2613	306 07A CR MHE CFG14A	\$98,480.00
0P-9003	LANE 3 ORDER	
579-2627	STICK, LONG, ANGLE BLADE	
532-7892	LINES, BOOM	
532-7890	LINES, STICK	
538-2697	LINKAGE BUCKET W/ LIFTING EYE	\$ 305.00
527-2800	TRACK, 16", RUBBER BELT	
522-6498	LIGHTS, STANDARD	
569-7627	SEAT, MECH SUSP, FABRIC, CAB	
511-6219	INTEGRATED RADIO	\$ 452.00
557-5068	MONITOR NEXT GEN, CAMERA READY	
557-5067	PRODUCT LINK, CELLULAR PL243	
522-6505	CAMERA, REAR VIEW	\$ 473.00
522-6460	CAT KEY, WITH PASSCODE OPTION	
542-6391	COUNTERWEIGHT, EXTRA	\$ 845.00
579-2605	BLADE, ANGLE, BOCE	\$3,859.00
535-8483	INSTRUCTIONS, ANSI	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	
523-6409	MIRROR, RIGHT SIDE, REAR VIEW	\$ 77.00
464-9911	BUCKET-HD, 24", 4.6 FT3, 5T	\$1,473.00
0P-2266	SHIPPING/STORAGE PROTECTION	\$ 228.00
532-8607	CONTROL, QUICK COUPLER	\$ 840.00
532-8634	LINES, AUX, QC, LONG STK	\$ 825.00
485-5301	COUPLER, PG, HYDR.D.LOCK, 5T	\$3,755.00
MACHINE LIST PRICE:		\$111,612.00

ATTACHMENTS

388-9665	BUCKET-GRADING, 59",11.6FT3,5T	\$1,904.00
464-9907	BUCKET-HD, 12", 2.1 FT3, 5T	\$1,204.00
282-2785	PINS, BUCKET, 45MM	\$ 117.00
ATTACHMENTS LIST PRICE:		\$3,225.00

***Sourcewell Co-Op Contract #032119-CAT.**

List Price FOB Factory:	\$114,837.00
Dealer Discount:	(\$24,892.72)
Make Ready:	\$ 500.00
Factory Freight:	\$ 575.00
Warranty:	2yr or 2,000hr PREMIER
Total Trade-In:	N/A
Subtotal:	\$91,019.28
Sales Tax:	N/A
Heavy Equipment Fee:	\$ 199.42
Diesel Surcharge:	N/A
Document Fee:	N/A
Total Sale Price:	\$91,218.70

Model: D2 LGP CA
Serial No.: TBD

ARRANGEMENT

OPTION	DESCRIPTION	LIST
558-8524	D2 12A LGP TRACTOR CFG21	\$141,292.00
0P-9003	LANE 3 ORDER	
558-8529	ENGINE, CAT C3.6	\$10,070.00
550-6019	AIR CLEANER W/O PRECLEANER	
397-4207	UNDERCARRIAGE, ABRASION	\$8,210.00
286-4319	TRACK, 25", MS, ABRASION, LGP	
558-8538	HYDRAULICS, 4 VALVE, PUMP STD	\$1,170.00
558-8557	CONTROL, PITCH	
394-1851	LIGHTS, 6	\$ 350.00
558-8547	CAB, ROPS, HEATER & A/C	\$17,100.00
552-3238	TENSIONER, EROPS, AC	
559-5729	SEAT, CLOTH HEATED, VENTILATED	\$1,900.00
558-8550	SOUND SUPPRESSION, OMISSION	
558-8569	CONTROL, BASIC, CAMERA	\$1,170.00
551-2972	PROD LINK, PLE643/PLE743 RADIO	
550-6050	GRILL, RADIATOR, HD	\$ 790.00
397-4287	GUARD GP, REAR OMISSION	
557-1344	GUARD, BELLY	
590-0677	FAN, STANDARD	
552-3229	COOLER, STANDARD	
244-7433	DRAWBAR, STANDARD	
244-7503	NO FRONT COUNTERWEIGHT	
397-4269	BLADE, 124"	\$5,140.00
421-8926	SERIALIZED TECHNICAL MEDIA KIT	
558-8582	INSTRUCTIONS, ANSI	
551-2980	STANDARD RADIO (12V)	\$ 610.00
397-4341	SWEEPS, FRONT	\$2,670.00
397-4342	SWEEPS, REAR	\$1,210.00
250-1699	SCREEN, SIDE	\$1,710.00
393-4250	SCREEN, REAR, CAB	\$1,450.00
282-3664	GUARD, TRK GUIDING, CENTER, ABR	\$ 950.00
0P-2266	SHIPPING/STORAGE PROTECTION	\$ 217.00
MACHINE LIST PRICE:		\$196,009.00

ATTACHMENTS

***Sourcewell Co-Op Contract #032119-CAT.**

List Price FOB Factory:	\$196,009.00
Dealer Discount:	(\$45,101.05)
Make Ready:	\$ 750.00
Factory Freight:	\$ 862.50
Warranty:	\$1,282.00
Total Trade-In:	N/A
Subtotal:	\$153,802.45
Sales Tax:	N/A
Heavy Equipment Fee:	\$ 336.98
Diesel Surcharge:	N/A
Document Fee:	N/A
Total Sale Price:	\$154,139.43

RESOLUTION NO. 21-081

A RESOLUTION APPROVING THE PURCHASE OF A CATERPILLAR 306-07 CA MINI-EXCAVATOR AND D2 12A LGP BULLDOZER FROM MUSTANG CAT THROUGH SOURCEWELL, A PURCHASING COOPERATIVE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department desires to purchase of a Caterpillar 306-07 CA Mini-Excavator And D2 12a LGP Bulldozer From Mustang Cat through Sourcewell, a Purchasing Cooperative Contract Program; and

WHEREAS, funds are available in the FY 21-22 Capital Equipment Replacement Fund 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 a Caterpillar 306-07 CA Mini-Excavator And D2 12a LGP Bulldozer From Mustang Cat through Sourcewell, a Purchasing Cooperative Contract Program for approximately \$244,358.13.

SECTION 2: That this equipment is to be utilized by the Public Works Department.

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

PASSED AND ADOPTED this 15th day of October 2021.

Dedrick D. Johnson, 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) (e)

Meeting Date: 10/20/2021

John Deere Replacement of Multiple Pieces of Ground Clearing Equipment

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the purchase of multiple pieces of ground clearing equipment from Shoppa's John Deere via Sourcewell Purchasing Cooperative contract #110719-JDC (PG 1P CG 70).

BACKGROUND

Multiple units on one purchase order as follows:

(2) John Deere 5100M Utility tractors (replacing unit 22116 and unit 73361)	\$135,207.54
(1) John Deere R15 Flex wing rotary cutter (new)	\$ 21,577.92
(1) John Deere 333G Compact Track Loader (replacing unit 3729)	\$ 74,586.12
(1) John Deere MH60/D Mulching Head (for 333G track loader)	\$ <u>31,825.80</u>

\$263,197.38 Total

Funds have been made available in the 2021/2022 Capital Equipment Replacement Fund. The delivering dealer will be Shoppa's John Deere via Sourcewell Contract No. 1107-JDC(PG 1P CG 70).

Copies of the Sourcewell worksheets are attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve these purchases from Shoppa's John Deere via Sourcewell contract # 117019-JDC (PG 1P CG 70).

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
East Bernard, TX 77435
979-335-4887
Eastbernardsalesmen@shoppas.com

Quote Summary

Prepared For:

TEXAS CITY
911 HIGHWAY 146 N
TEXAS CITY, TX 77590
Business: 409-682-6777
csonnier@texas-city-tx.org

Delivering Dealer:

Shoppa's Farm Supply, Inc.
Johan Sagermark
625 N Sh 60 Hwy
East Bernard, TX 77435
Phone: 979-335-4887
jsagermark@shoppas.com

Quote ID: 25302155
Created On: 22 September 2021
Last Modified On: 23 September 2021
Expiration Date: 22 October 2021

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE 5100M PowrReverser™ Utility Tractor Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: September 22, 2021	\$ 67,603.77 X	2 =	\$ 135,207.54
JOHN DEERE R15 Flex wing Rotary Cutter Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: May 5, 2021	\$ 21,577.92 X	1 =	\$ 21,577.92

Equipment Total **\$ 156,785.46**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 156,785.46
Trade In	
SubTotal	\$ 156,785.46
Est. Service Agreement Tax	\$ 0.00
Total	\$ 156,785.46
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 156,785.46

Salesperson : X _____

Accepted By : X _____



SHOPPA'S



Quote Summary

Prepared For:
TEXAS CITY
911 HIGHWAY 146 N
TEXAS CITY, TX 77590
Business: 409-682-6777
csonnier@texas-city-tx.org

Prepared By:
Johan Sagermark
Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
East Bernard, TX 77435
Phone: 979-335-4887
jsagermark@shoppas.com

Quote Id: 25349326
Created On: 30 September 2021
Last Modified On: 30 September 2021
Expiration Date: 22 October 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 333G COMPACT TRACK LOADER	\$ 74,586.12 X	1 =	\$ 74,586.12
Equipment Total			\$ 74,586.12

Quote Summary

Equipment Total	\$ 74,586.12
SubTotal	\$ 74,586.12
Est. Service Agreement Tax	\$ 0.00
Total	\$ 74,586.12
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 74,586.12

Salesperson : X _____

Accepted By : X _____

Quote Summary

Prepared For:
 TEXAS CITY
 911 HIGHWAY 146 N
 TEXAS CITY, TX 77590
 Business: 409-682-6777
 csonnier@texas-city-tx.org

Prepared By:
 Johan Sagermark
 Shoppa's Farm Supply, Inc.
 625 N Sh 60 Hwy
 East Bernard, TX 77435
 Phone: 979-335-4887
 jsagermark@shoppas.com

Quote Id: 25349433
Created On: 30 September 2021
Last Modified On: 30 September 2021
Expiration Date: 22 October 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE MH60D Mulching Head	\$ 31,825.80 X	1 =	\$ 31,825.80
Equipment Total			\$ 31,825.80

Quote Summary	
Equipment Total	\$ 31,825.80
SubTotal	\$ 31,825.80
Est. Service Agreement Tax	\$ 0.00
Total	\$ 31,825.80
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 31,825.80

Salesperson : X _____

Accepted By : X _____

RESOLUTION NO. 21-082

A RESOLUTION APPROVING THE PURCHASE OF MULTIPLE PIECES OF GROUND CLEARING EQUIPMENT FROM SHOPPA'S JOHN DEERE THROUGH SOURCEWELL, A PURCHASING COOPERATIVE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department desires to purchase of multiple pieces of ground clearing equipment through Sourcewell, a Purchasing Cooperative Contract Program; and

WHEREAS, funds are available in the FY 21-22 Capital Equipment Replacement Fund budget; and

WHEREAS, this purchase is intended to replace:

- (2) John Deere 5100M Utility tractors (replacing unit 22116 and unit 73361)
- (1) John Deere R15 Flex wing rotary cutter (new)
- (1) John Deere 333G Compact Track Loader (replacing unit 3729)
- (1) John Deere MH60/D Mulching Head (for 333G track loader)

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 multiple pieces of ground clearing equipment through Sourcewell, a Purchasing Cooperative Contract Program for approximately \$263,197.38.

SECTION 2: That this equipment is to be utilized by the Public Works Department.

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

PASSED AND ADOPTED this 15th day of October 2021.

Dedrick D. Johnson, 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: 10/20/2021

Multi Departmental Vehicle Purchase On One Purchase Order

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the purchase of 17 vehicles, for multiple departments, from Silsbee Ford via the GoodBuy Purchasing Cooperative.

BACKGROUND

Historically, the GoodBuy Cooperative charges an administration fee of \$300.00 per purchase order. By combining the Waste Water Treatment Plant, Utilities, Parks, Inspections and the Street and Bridge departments into one purchase order we save an additional \$1,200.00 over the already discounted prices made available under the GoodBuy Purchasing Cooperative contract # 21 8F000.

The vehicles are as follows:

Utilities	- (4) 2 wheel drive Ford Ranger	\$109,798.00
	(1) 4 wheel drive Ford Ranger	\$ 31,542.75
	(1) 4 wheel drive Ford F150	\$ 32,928.25
	(1) 2 wheel drive Ford F350 SRVC BD.	\$ 51,026.35
Waste Water Treatment Plant	- (1) 2 wheel drive Ford F250 SRVC BD.	\$ 39,921.25
Recreation and Tourism	- (2) 2 wheel drive Ford F350 12' Dmp Bd	\$100,978.70
	(1) 2 wheel drive Ford F350 8' Dmp Bd	\$ 47,515.35
	(1) 2 wheel drive Ford F250	\$ 28,440.00
	(1) 2 wheel drive Ford Explorer	\$ 30,029.50
PW Street and Bridge	- (1) 2 wheel drive Ford F550 14' Dmp Bd	\$ 54,016.50
	(1) 2 wheel drive Ford F550 SRVC BD.	\$ 52,601.50
Inspections	(2) 2 wheel drive Ford Ranger	\$ 53,408.50

The total on this purchase order will be \$632,206.65

The Silsbee GoodBuy worksheets are available for your review.

ANALYSIS

It is the recommendation of the Public Works Department to approve this purchase.

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

End User:
Contact:
Email:

Product Description: **FORD EXPLORER BASE** Date: **44473**

A. 1 _____

A. Base Price: _____

B. _____

Code	Options	Bid Price	Code	Options	Bid Price
		0		2022 FORD 2.3L I4 ECOBOOST ENGINE RQ FOR 2022 10 SPD TRANSMISSION	1750

				Options	Bid Price
				POWER WINDOWS AND LOCKS	
				CRUISE CONTROL, FRT/REAR AIR	
				CLOTH SEATING	
				SYNC	
				10 UNITS ORDERED	
				Total of B. Published Options:	\$ 1,750.00
				Published Option Discount (5%)	\$ (87.50)

C. Additional Options (not to exceed 25%) \$= %

Options	Bid Price	Options	Bid Price
1 EXTRA KEY / FOB	210		

				Options	Bid Price
				Total of C. Unpublished Options:	\$ 210.00
D.					\$ -

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

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 100 miles \$ 175.00

H. Subtotal: \$ 30,029.50

I. Quantity Ordered 1 x K = \$ 30,029.50

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) FEE IN RANGER QUOTE \$ -

L. TOTAL PURCHASE \$ 30,029.50



PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES www.purchasing.esc2.net
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY SPECIFICATION II

Prepared by: JARROD RUNNELS

Contact: DAVID REEVES

Phone: 409-895-3858 / 409-749-9556

Email: dreeves@texascitytx.org

Email: fleetsales@outlook.com

Product Description: FORD F-SERIES

Date: October 4, 2021

A. Bid Item: 5

A. Base Price: \$ **25,990.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
66S	UPFITTER SWITCHES	\$ 175.00		FORD F250 REGULAR CAB 4X2	
	10,000# GVWR	\$ -		6.2L V8 GAS ENGINE, AUTO TRANS	
86C	ENGINE IDLE SHUTDOWN 15 MIN	\$ 250.00		POWER WINDOWS/LOCKS	\$ 915.00
X4M	430 LOCKING REAR AXLE	\$ 390.00		VINYL 40/20/40 SEATING	
43C	110V/400W OUTLET	\$ 175.00		RUBBER FLOORS	
52B	TRAILER BRAKE CONTROLLER	\$ 270.00		8' BED	

Total of B. Published Options: \$ **2,175.00**

Published Option Discount (5%) \$ **(100.00)**

C. Additional Options [not to exceed 25%]

\$= 0.7 %

Options	Bid Price	Options	Bid Price
1 ADDITIONAL KEY FOB	\$ 200.00		

Total of C. Unpublished Options: \$ **200.00**

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

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

F. Contract Price Adjustment: \$ **-**

G. Additional Delivery Charge: 100 miles \$ **175.00**

H. Subtotal: \$ **28,440.00**

I. Quantity Ordered 1 x K = \$ **28,440.00**

J. Trade in: \$ **-**

K. GOODBUY Administrative Fee (\$300 per purchase order) FEE IN RANGERS \$ **-**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ **28,440.00**

PRODUCT PRICING SUMMARY
 GOODBUY 21 8F000 VEHICLES www.purchasing.esc2.net
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User:
Contact:
Email:

Product Description: FORD F-SERIES Date: 44467

A. ALT 34 A. Base Price:

B. B. Base Price:

Code	Options	Bid Price	Code	Options	Bid Price
90L	POWER WINDOWS AND LOCK	11027		2022 FORD F350 REG CAB DRW 4X2	
	TRAILER TOWING PACKAGE	1125		6.2L V8 GAS ENGINE 10 SPD AUTO TRANS	
		612		OXFORD WHITE	

Code	Options	Bid Price	Code	Options	Bid Price	
525	CRUISE CONTROL	235		40/20/40 GRAY VINYL SEATING		
66S	UPFITTER SWITCHES	\$ 166.00		84" CAB TO AXLE		
X4L	4.30 LIMITED SLIP	\$ 350.00		14000# GVWR		
512	SPARE TIRE AND WHEEL	\$ 350.00				
52B	TRAILER BRAKE CONTROLLER	\$ 270.00				
872	CAMERA PREP	\$ 415.00				
86C	ENGINE IDLE SHUTDOWN 15 MIN	\$ 250.00		120-150 DAYS ARO		
					Total of B. Published Options:	\$ 14,800.00
					Published Option Discount (5%)	\$ (188.65)

C. Additional Options (not to exceed 25%) \$= %

Options	Bid Price	Options	Bid Price
1 EXTRA KEY/FOB	200		\$ -
CLASS V HITCH WITH 7 WAY CONNECTOR	595		
F33 CAB AND CHASSIS DRW UPGRADE	2612		

40" STAKE SIDES	\$ -		
40" WELD ON BULKHEAD WITH WINDOW	\$ -		
VENDC VC520-SF HOIST	\$ -		
			Total of C. Unpublished Options:
			\$ 3,407.00
D.			
			\$ -

E.	Lot Insurance (for in-stock and/or equipped vehicles):		\$ -
F.	Contract Price Adjustment:		\$ -
G.	Additional Delivery Charge:	100 miles	\$ 175.00
H.	Subtotal:		\$ 47,515.35
I.	Quantity Ordered	1 x K =	\$ 47,515.35
J.	Trade In:		\$ -
K.	GOODBUY Administrative Fee (\$300 per purchase order) FEE IN RANGER QUOTE		\$ -
L.	TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE		\$ 47,515.35

PRODUCT PRICING SUMMARY
 GOODBUY 21 8F000 VEHICLES www.purchasing.esc2.net
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User:
Contact:
Email:

Product Description: FORD F-SERIES Date: 44487

A. ALT # A. Base Price:

B. Bid Price

Code	Options	Bid Price	Code	Options	Bid Price
90L	POWER WINDOWS AND LOCK TRAILER TOWING PACKAGE		13951 1125 612	2022 FORD F350 REG CAB DRW 4X2 6.2L V8 GAS ENGINE 10 SPD AUTO TRANS OXFORD WHITE	

Code	Options	Bid Price	Code	Options	Bid Price
525	CRUISE CONTROL	235		40/20/40 GRAY VINYL SEATING	
665	UPFITTER SWITCHES	\$ 166.00		56" CAB TO AXLE	
X4L	4.30 LIMITED SLIP	\$ 350.00		14000# GVWR	
512	SPARE TIRE AND WHEEL	\$ 350.00			
52B	TRAILER BRAKE CONTROLLER	\$ 270.00			
872	CAMERA PREP	\$ 415.00			
86C	ENGINE IDLE SHUTDOWN 150MIN	\$ 250.00		120-150 DAYS ARO	
				Total of B. Published Options:	\$ 17,724.00
				Published Option Discount (5%)	\$ (886.65)

C. Additional Options (not to exceed 25%) S= %

Code	Options	Bid Price	Options	Bid Price
RUGBY HOIST SR-4016		0		
CLASS V HITCH WITH 7 WAY CONNECTOR		595		
F3G CAB AND CHASSIS DRW UPGRADE		2612		

Code	Options	Bid Price	Options	Bid Price
	1 EXTRA KEY/FOB	200		
40" STAKE SIDES				
40" WELD ON BULKHEAD WITH WINDOW		\$ -		
VENCO VC 520 HOIST		\$ -		
			Total of C. Unpublished Options:	\$ 3,407.00
D.				\$ -

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

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 100 miles \$ 175.00

H. Subtotal: \$ 50,439.35

I. Quantity Ordered 2 x K = \$ 100,878.70

J. Trade In: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) FEE IN RANGER QUOTE \$ -

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 100,878.70



PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES www.purchasing.esc2.net
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY SPECIFICATION D Prepared by: JARROD RUNNELS
 Contact: DAVID REEVES Phone: 409-895-3858 / 409-749-9556
 Email: dreeves@texascitytx.org Email: fleetsales@outlook.com
 Product Description: FORD RANGER EXTENDED CAB PICK UP Date: October 4, 2021

A. Bid Item: ALT 18 A. Base Price: \$ 23,902.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
R1F	4X4 UPGRADE	\$ 2,710.00		2022 FORD RANGER EXTENDED CAB 4	
101A	XL SERIES PREP PACKAGE	\$ 1,135.00		2.3L ECOBOOST ENGINE, 10 SPD TRANS	
58M	SYNC 3 BLUETOOTH	\$ 350.00		POWER WINDOWS/LOCKS	
914	FX4 OFF ROAD PKG, REQ W/STX	\$ 1,295.00		VINYL BENCH SEATING	
55K	110AC PWR OUTLET	\$ 120.00		RUBBER FLOORS	
63C	KEYLESS ENTRY	\$ 95.00		LONG BED	
X73	ELEC LOCK DIFFERENTIAL	\$ -			
86Q	BED UTILITY PKG	\$ 395.00	76F	STX APPEARANCY PKG	\$ 1,095.00
87A	2ND ROW DELETE	\$ -		150-180 DAYS ORDER TO DELIVERY	
64Y	17" ALUM WHEELS	\$ -			

Total of B. Published Options: \$ 7,195.00

Published Option Discount (5%) \$ (224.25)

C. Additional Options [not to exceed 25%]

\$= 1.6 %

Options	Bid Price	Options	Bid Price
1 EXTRA KEY AND FOB	\$ 200.00	3/36 BUMPER TO BUMPER WARRANTY	\$ -
		5/100 POWERTRAIN WARRANTY	
DEALER INSTALLED UPFITTER SWITCHES			
4 SWITCH BOX FUSED DIRECTLY TO BATTERY	\$ 295.00	FULL FACTORY CORROSION PROTECTION	

Total of C. Unpublished Options: \$ 495.00

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

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

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 100 miles \$ 175.00

H. Subtotal: \$ 31,542.75

I. Quantity Ordered 1 x K = \$ 31,542.75

J. Trade in: \$ -

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

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 31,542.75

RESOLUTION NO. 21-083

A RESOLUTION APPROVING THE PURCHASE OF SEVENTEEN (17) VEHICLES, FOR MULTIPLE DEPARTMENTS, FROM SILSBEE FORD THROUGH GOODBUY, A PURCHASING COOPERATIVE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department desires to purchase of seventeen (17) vehicles, for multiple departments, from Silsbee Ford, through GoodBuy, a Purchasing Cooperative Contract Program; and

WHEREAS, funds are available in the FY 21-22 budget; and

WHEREAS, the vehicles intended to be purchased are as follows:

Utilities	- (4) 2 wheel drive Ford Ranger	\$109,798.00
	(1) 4 wheel drive Ford Ranger	\$31,542.75
	(1) 4 wheel drive Ford F150	\$32,928.25
	(1) 2 wheel drive Ford F350 SRVC BD.	\$ 51,026.35
Waste Water Treatment Plant	- (1) 2 wheel drive Ford F250 SRVC BD.	\$39,921.25
Recreation and Tourism	- (2) 2 wheel drive Ford F350 12' Dmp Bd	\$100,978.70
	(1) 2 wheel drive Ford F350 8' Dmp Bd	\$47,515.35
	(1) 2 wheel drive Ford F250	\$28,440.00
	(1) 2 wheel drive Ford Explorer	\$30,029.50
PW Street and Bridge	- (1) 2 wheel drive Ford F550 14' Dmp Bd	\$54,016.50
	(1) 2 wheel drive Ford F550 SRVC BD.	\$52,601.50
Inspections	(2) 2 wheel drive Ford Ranger	\$53,408.50

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 seventeen (17) vehicles, for multiple departments, from Silsbee Ford, through GoodBuy, a Purchasing Cooperative Contract Program for approximately \$632,206.65.

SECTION 2: That this equipment is to be utilized by the Public Works Department.

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

PASSED AND ADOPTED this 15th day of October 2021.

Dedrick D. Johnson, 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: 10/20/2021

Annual property, liability, and workers' compensation insurance coverage

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-084, approving the payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2021 through September 30, 2022.

BACKGROUND

Annual premiums paid to Texas Municipal League Intergovernmental Risk Pool (TML-IRP). For 2021/2022 premiums are as follows:

Property and Liability: \$574,687.68

Workers' Compensation: \$277,261.60

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-084

A RESOLUTION APPROVING THE PAYMENT OF PROPERTY, LIABILITY, AND WORKERS' COMPENSATION INSURANCE PREMIUMS FOR THE PERIOD OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the annual premiums will be paid to Texas Municipal League Intergovernmental Risk Pool (TML-IRP); and

WHEREAS, for 2020/2021 premiums are as follows:

Property and Liability: \$574,687.68

Workers' Compensation: \$277,261.60

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 payment of property, liability, and workers' compensation insurance premiums for the period October 1, 2021 through September 30, 2022.

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

PASSED AND ADOPTED this 15th 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) (h)

Meeting Date: 10/20/2021

Submitted By: Rhomari Leigh, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-085, approving the appointment and or re-appointment of members to the Housing Authority Board. (Management Services)

BACKGROUND

Dr. Nelson Juarez will replace Vince Michel as a Housing Authority Board Member. His appointment is for a 1-year term.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-085

A RESOLUTION APPOINTING AND/OR REAPPOINTING MEMBERS TO THE HOUSING AUTHORITY BOARD OF THE CITY OF TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, in order to continue the uninterrupted and efficient operation of the Housing Authority, it is necessary to appoint or reappoint members to three (3) position; and

WHEREAS, Vince Michel will no longer serve on the Texas City Housing Authority Board; and

WHEREAS, the Housing Authority Board appoints Dr. Nelson Juarez to replace Vince Michel for a one (1) year term, expiring September 30, 2022; and

WHEREAS, Joyce Dunn and Kyle Dickson are re-appointed for two (2) year terms, expiring September 30, 2023

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints or reappoints the individuals named on the attached **Exhibit "A"** to the Housing Authority board for the terms as stated therein.

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

PASSED AND ADOPTED this 15th 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

EXHIBIT "A"

Boards, Commissions and Committees	Reappointment	Appointment	Term Expires
Housing Authority	Joyce Dunn		9/30/2023
Housing Authority	Elida Matthews		9/30/2022
Housing Authority	Vince Michel	Dr. Nelson Juarez	9/30/2022
Housing Authority	Kyle Dickson		9/30/2023
Housing Authority	DeAndre' Knoxson		9/30/2022

CITY COMMISSION REGULAR MTG

(8) (i)

Meeting Date: 10/20/2021

2021/22 Axon Enterprise Contract

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorization for the Mayor to execute an agreement for professional services with Axon Enterprise, Inc. to provide fleet digital media recorder services to the Fire Department.

BACKGROUND

Fleet digital media recorder services encompasses camera hardware, data management, secure storage, live video streaming and technical support. Video recording enhances vehicle operational safety, report documentation, assists in training, and improves accountability and transparency. It also provides an excellent record of an event and is an important defense tool that can help avoid protracted and costly litigation.

ANALYSIS

Emergency Apparatus responding to emergency incidents and non-emergency instances will be equipped with video/audio recording equipment to enhance the department's transparency, assist in quality assessment and improvement, emergency response evaluation and post incident critique/training to improve crew and citizen safety.

This agreement is for a five (5) year period beginning November 2021

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Exhibit A
Resolution



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-328342-44441.570JG

Issued: 09/02/2021

Quote Expiration: 09/30/2021

EST Contract Start Date: 11/01/2021

Account Number: 501577

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1801 9th Ave N 1801 9th Ave N Texas City, TX 77590-5472 USA	Texas City Fire Department TX 1801 9th Ave N Texas City, TX 77590-5472 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Juliet Goodman Phone: Email: jgoodman@axon.com Fax: (480) 991-0791	Jesse Rubio Phone: (409) 643-5703 Email: jrubio@texascitytx.gov Fax:

Program Length	60 Months
TOTAL COST	\$183,180.00
ESTIMATED TOTAL W/ TAX	\$183,180.00

Bundle Savings	\$28,441.68
Additional Savings	\$0.00
TOTAL SAVINGS	\$28,441.68

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
Year 1	Oct, 2021	\$36,636.00	
Year 2	Oct, 2022	\$36,636.00	
Year 3	Oct, 2023	\$36,636.00	
Year 4	Oct, 2024	\$36,636.00	
Year 5	Oct, 2025	\$36,636.00	

Quote Details

Bundle Summary

Item	Description	QTY
Fleet3B+TAP	Fleet 3 Basic + TAP	17

Individual Items USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	12	\$900.00	0.00%	\$900.00	\$10,800.00

Bundle: Fleet 3 Basic + TAP Quantity: 17 Start: 11/1/2021 End: 10/31/2026 Total: 172380 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	34	\$875.54	14.16%	\$875.54	\$29,768.39
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	17	\$1,030.05	14.16%	\$1,030.05	\$17,510.82
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	\$2,064.39	14.16%	\$2,064.39	\$35,094.60
SIM	72048	FLEET SIM, ATT	17	\$12.88	14.16%	\$12.88	\$218.89
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	17	\$1,295.29	14.16%	\$1,295.29	\$22,019.85
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	17	\$231.76	14.16%	\$231.76	\$3,939.93
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	17	\$21.46	14.16%	\$21.46	\$364.81
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	17	\$1,030.05	14.16%	\$1,030.05	\$17,510.82
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	17	\$2,326.19	14.16%	\$2,326.19	\$39,545.27
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	17	\$376.86	14.16%	\$376.86	\$6,406.62

Item	Description	QTY	Delivery/ Start	End Date	List Price	Tax	Net Price	Total(USD)
80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	12	11/01/2021	10/31/2026	\$900.00		\$900.00	\$10,800.00
Fleet3B+TAP	Fleet 3 Basic + TAP	17	10/01/2021	10/31/2026	\$0.00		\$0.00	\$0.00

80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	34	11/01/2021	10/31/2026	\$875.54		\$875.54	\$29,768.39
80400	FLEET, VEHICLE LICENSE, LICENSE	17	11/01/2021	10/31/2026	\$1,030.05		\$1,030.05	\$17,510.82
72036	FLEET 3 STANDARD 2 CAMERA KIT	17	10/01/2021	10/31/2026	\$2,064.39		\$2,064.39	\$35,094.60
72048	FLEET SIM, ATT	17	10/01/2021	10/31/2026	\$12.88		\$12.88	\$218.89
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	17	10/01/2021	10/31/2026	\$1,295.29		\$1,295.29	\$22,019.85
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	17	10/01/2021	10/31/2026	\$231.76		\$231.76	\$3,939.93
74110	FLEET ETHERNET CABLE, CAT6, 25 FT	17	10/01/2021	10/31/2026	\$21.46		\$21.46	\$364.81
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	17	10/01/2021	10/31/2026	\$1,030.05		\$1,030.05	\$17,510.82
72040	FLEET REFRESH, 2 CAMERA KIT	17	10/01/2026	10/31/2026	\$2,326.19		\$2,326.19	\$39,545.27
72040	FLEET REFRESH, 2 CAMERA KIT	0	10/01/2026	10/31/2026	\$2,326.19		\$2,326.19	\$0.00
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	17	10/01/2021	10/31/2026	\$376.86		\$376.86	\$6,406.62
							Total	\$183,180.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/2/2021

RESOLUTION NO. 21-086

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC FOR PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION AND OPERATION OF FLEET DIGITAL MEDIA SERVICES TO THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The fire department desires to implement the use of fleet media recorder devices to enhance vehicle operational safety, assist in training, and improve accountability and transparency; and

WHEREAS, CONTRACTOR possesses the professional skills and abilities that can assist CITY with data management, secure storage, live video streaming and technical support; and

WHEREAS, CITY has previously engaged CONTRACTOR to perform these certain professional services within the police and fire department;

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

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the Mayor to execute an Agreement with Axon Enterprise, Inc. in substantially the same form attached hereto as **Exhibit "A"** and made part thereof.

PASSED AND ADOPTED this 20th day of October 2021.

Dedrick D. Johnson, 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) (j)

Meeting Date: 10/20/2021

Submitted By: Rhomari Leigh, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-087, approving the appointment and/or re-appointments to the Public Facilities Development, Harbour Foreign Trade Zone, Housing Finance, and Industrial Development Corporations. (Management Services)

BACKGROUND

Joe Kainer will replace Gennie Jennings on the Public Facilities, Harbour Foreign Trade Zone, Housing Finance, and Industrial Development Board of Directors.

Joe Kainer is a life Texas City resident and local business owner.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-087

A RESOLUTION APPOINTING AND/OR REAPPOINTING MEMBERS TO THE TEXAS CITY PUBLIC FACILITIES DEVELOPMENT, TEXAS CITY HARBOUR FOREIGN TRADE ZONE, TEXAS CITY HOUSING FINANCE, AND TEXAS CITY INDUSTRIAL DEVELOPMENT CORPORATIONS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, in order to continue the uninterrupted and efficient operation of the Texas City Public Facilities Development, Texas City Harbour Foreign Trade Zone, Texas City Housing Finance, and Texas City Industrial Development Corporations, it is necessary to appoint or reappoint members to three (3) position; and

WHEREAS, Genie Jennings will no longer serve on the Texas City Public Facilities Development, Texas City Harbour Foreign Trade Zone, Texas City Housing Finance, and Texas City Industrial Development Corporations Board of Directors; and

WHEREAS, the Texas City Public Facilities Development, Texas City Harbour Foreign Trade Zone, Texas City Housing Finance, and Texas City Industrial Development Corporations Board appoints Joe Kainer to replace Genie Jennings for a one (1) year term, expiring September 30, 2022.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby appoints or reappoints the individuals named on the attached **Exhibit "A"** to the Texas City Public Facilities Development, Texas City Harbour Foreign Trade Zone, Texas City Housing Finance, and Texas City Industrial Development Corporations boards for the terms as stated therein.

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

PASSED AND ADOPTED this 20th 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

EXHIBIT “A”

Boards, Commissions and Committees	Reappointment	Appointment	Term Expires
Public Facilities Development	Genie Jennings	Joe Kainer	9/30/2022
Public Facilities Development	Randy Dietel		9/30/2023
Public Facilities Development	William Etheredge		9/30/2022
Public Facilities Development	John Hackbarth		9/30/2023
Public Facilities Development	Rev. Jerry Lee		9/30/2023

Boards, Commissions and Committees	Reappointment	Appointment	Term Expires
Harbour Foreign Trade Zone	Genie Jennings	Joe Kainer	9/30/2022
Harbour Foreign Trade Zone	Randy Dietel		9/30/2023
Harbour Foreign Trade Zone	William Etheredge		9/30/2022
Harbour Foreign Trade Zone	John Hackbarth		9/30/2023
Harbour Foreign Trade Zone	Rev. Jerry Lee		9/30/2023

Boards, Commissions and Committees	Reappointment	Appointment	Term Expires
Industrial Development	Genie Jennings	Joe Kainer	9/30/2022
Industrial Development	Randy Dietel		9/30/2023
Industrial Development	William Etheredge		9/30/2022
Industrial Development	John Hackbarth		9/30/2023
Industrial Development	Rev. Jerry Lee		9/30/2023

Boards, Commissions and Committees	Reappointment	Appointment	Term Expires
Housing Finance Corp.	Genie Jennings	Joe Kainer	9/30/2022
Housing Finance Corp.	Randy Dietel		9/30/2023
Housing Finance Corp.	William Etheredge		9/30/2022

Housing Finance Corp.	John Hackbarth		9/30/2023
Housing Finance Corp.	Rev. Jerry Lee		9/30/2023

CITY COMMISSION REGULAR MTG

(8) (k)

Meeting Date: 10/20/2021

2000 GPM E-One Typhoon Pumper

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the purchase of One (1) 2000 GPM E-One Typhoon Pumper, with foam capability, from Lone Star Emergency Group in the amount of \$671,899.00. This apparatus is being purchased through the H.G.A.C. Buy Program.

BACKGROUND

Proposed apparatus is currently funded in the FY21-22 budget as authorized by Ordinance 21-21 and is intended to replace a 2007 2250 GPM E-One Cyclone Pumper.

ANALYSIS

All contracts available to members of HGAC Buy Program have been awarded by virtue of a public competitive procurement process compliant with state statutes.

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 21-088

A RESOLUTION APPROVING THE PURCHASE OF ONE PUMPER UNIT, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) BUY PROGRAM, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire department desires to purchase one (1) 2000 GPM E-One Typhoon Pumper, with foam capability, from Lone Star Emergency Group through the Houston Galveston Area Council (H-GAC) Buy Program; and

WHEREAS, funds are available in the FY 2021-2022 budget as authorized by Ordinance 21-21; and

WHEREAS, this purchase is intended to replace a 2007 Pumper Unit.

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 one (1) Pumper Unit for \$671,899.00, through the Houston-Galveston Area Council(H-GAC) Buy Program in substantially the same form attached hereto as Exhibit "A" and made part thereof.

SECTION 2: That this equipment is to be utilized by the Fire Department.

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

PASSED AND ADOPTED this 20th day of October 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



4553 Aldine Bender
Houston, TX 77032
833-777-FIRE (3473)

Apparatus Proposal

DATE: October 8, 2021
The Proposal has been prepared especially for:
Texas City Fire Department
1725 N Logan St
Texas City, TX 77590

Lone Star Emergency Group is pleased to offer the Texas City Fire Department one (1) 2022 E-One Rescue Pumper w/Typhoon Chassis. This vehicle shall be in accordance with the attached specifications. The purchase price shall include all vehicle components and NFPA equipment as detailed in the Lone Star Proposal.

Delivery will be F.O.B. Customer Location and will be made approximately 365 Calendar days after receipt of signed approval drawings. Delays by third party vendors beyond E-One or Lone Star's control may affect delivery times. Terms of payment shall be pre-payment or payment on delivery.

Pricing for Purchase on or before 10/31/2021

E-One Rescue Pumper w/Typhon Chassis	\$682,543.00
HGAC Fee (if required)	\$2,000.00
Total for (1)	\$684,543.00
Prepayment Discount	(\$15,382.00)
Performance Bond if Required	\$2,738.00
Total w/Discount	\$671,899.00

Pricing for Purchase 11/01/2021 or Later

E-One Rescue Pumper w/Typhon Chassis	\$714,802.00
HGAC Fee (if required)	\$2,000.00
Total for (1)	\$716,802.00
Prepayment Discount	(\$16,276.00)
Performance Bond if Required	\$2,867.00
Total w/Discount	\$703,393.00

Prepayment Must be Received within 15 Days of Order for Valid Discount.





4553 Aldine Bender
Houston, TX 77032
833-777-FIRE (3473)

Pricing provided is **exclusive** of all Federal, State and Local taxes and any other fees, which may apply unless specifically noted herein. If applicable Customer is responsible for all Federal, State, and Local Taxes as well as any associated Fees.

This quote is valid until 10/31/2021 unless extended in writing.

Payment: Full payment shall be made prior to or upon delivery and acceptance of the apparatus. The vehicle(s) shall not be released to the BUYER until payment is made. If the selling price is subject to any taxes, the taxes added will be that which are prevailing at the time of delivery.

Late Fee: A late fee of .04% of the sale price will be charged per day for payments received ten (10) or more days after the payment is due for the first 30 days. On the 31st day the late fee shall increase to .05% per day until full payment is received.

Cancellation: By accepting this proposal and/or issuance of a purchase order or purchase contract Customer agrees to the following cancellation fee schedule. Lone Star Emergency Group may charge a cancellation fee for any order cancelled or terminated by Customer before completion. The following cancellation fee schedule based on costs incurred may be applied:

- A. 10% of the Purchase Price after order is accepted and entered by Manufacturer.
- B. 20% of the Purchase Price after completion of the approval drawings.
- C. 30% of the Purchase Price upon any material requisition.
- D. Customer shall be responsible for the full cost of all materials purchased and received by Lone Star Emergency Group or the manufacture.





4553 Aldine Bender
Houston, TX 77032
833-777-FIRE (3473)

This proposal is deemed acceptable by the undersigned. In witness whereof, The Company and the Purchaser shall execute and agreement to this proposal with signatures and authorizations representatives as of the date set forth by each.

Name

Customer Authorized Signature

Date

David Bessolo

Salesman name – Sales Administrator

10/08/2021

Date

Keith A. Gould

Keith Gould – V.P. Sales

10/08/2021

Date

Brad Fullington

Brad Fullington, CEO

10/08/2021

Date



CITY COMMISSION REGULAR MTG

(8) (I)

Meeting Date: 10/20/2021

Authorize the purchase of Two (2) Staff Units for the fire department

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the purchase of Two (2) Staff Units for the fire department from Silsbee Ford in the amount of \$88,579.50 through the GoodBuy Purchasing Cooperative Contract Program.

BACKGROUND

Funds are available in the FY21-22 Fire Capital Equipment Replacement Fund to replace Two (2) Staff Units.

ANALYSIS

All contracts available to members of GoodBuy Purchasing Cooperative Contract Program have been awarded by virtue of a public competitive procurement process compliant with state statutes.

ALTERNATIVES CONSIDERED

HGAC Buy Program

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 21-089

A RESOLUTION APPROVING THE PURCHASE OF THREE STAFF UNITS, THROUGH THE GOODBUY PURCHASING COOPERATIVE CONTRACT, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire department desires to purchase three (3) Staff Units from Silsbee Ford through the GoodBuy Purchasing Cooperative Contract Program; and

WHEREAS, funds are available in the FY 19-20 Fire Capital Equipment Replacement Fund budget; and

WHEREAS, this purchase is intended to replace three (3) Staff Units.

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 (3) Staff Units for \$124,983.00 from Silsbee Ford through the GoodBuy Purchasing Cooperative Contract Program.

SECTION 2: That this equipment is to be utilized by the Fire Department.

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

PASSED AND ADOPTED this 20th day of October 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

G.	Additional Delivery Charge:	<u>100</u> miles	\$ 175.00
H.	Subtotal:		\$ 41,561.00
I.	Quantity Ordered	<u>3</u> x K =	\$ 124,683.00
J.	Trade in:	_____	\$ -
K.	GOODBUY Administrative Fee (\$300 per purchase order)		\$ 300.00
L.	TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE		\$ 124,983.00

CITY COMMISSION REGULAR MTG

(8) (m)

Meeting Date: 10/20/2021

approving the construction of new internet fiber service

Submitted For: Rhomari Leigh, Management Services

Submitted By: Rhomari Leigh, Management Services

Department: Information Technology

Information

ACTION REQUEST (Brief Summary)

Approving the construction of new internet fiber service from PS Lightwave for the Texas City Police Department.

BACKGROUND

Construction of new internet fiber service from PS Lightwave. Construction will go to the police department and provide redundant connections for city internet, phones, radio systems, computer-aided dispatch systems, and various city services. This is a 5-year contract with \$2,092 reoccurring costs once construction and activation are completed and \$73,163 in construction costs. Construction cost is being financed over 18 months by PS Lightwave and will be billed at \$4,062.94 per month.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Attachment

Resolution

		Order No:	PLW-18397
Date:	August 20, 2021	Campaign:	SGE
Consultant	David Caddle	Email	dcaddle@pslightwave.com

SECTION 1: CUSTOMER INFORMATION AND CONTACTS

Company:	City of Texas City	BILLING (complete if different from Contact info):
Address:	1801 9th Ave	
City/State/Zip:	Texas City, Texas 77592	
Phone:	409 797-4300	
Contact/Title:	Robert Turner	
Email:	rturner@texascitytx.gov	

Technical Contacts

Contact/Title:	
Phone:	
E-Mail:	

SECTION 2: ORDER PROFILE

Type:	New	Customer:	New Logo	ETP:	100%
Term:	5 Years	Auto Annual Renewals	ARO:	120 Days	from receipt of executed service order

SECTION 3: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. At the discretion of PS Lightwave, applicable Non-Recurring Costs (NRC) may be invoiced either upon service provisioning or within fifteen (15) days of execution of this order).

Product	Locations	Qty	Price	Monthly Recurring*	Non-Recurring*
IP 1000 Mb Dedicated	ALOC: 1004 9th Avenue N, Texas City Texas 77590	1	\$1,381.00	\$1,381.00	\$0.00
ePL 100 Mb Dedicated	ALOC: 1004 9th Avenue N, Texas City Texas 77590 ZLOC: 555 W Walker, League City Texas 77573	1	\$492.00	\$492.00	\$0.00
ePL 5 Mb Dedicated	ALOC: 1004 9th Avenue N, Texas City Texas 77590 ZLOC: 9472 Airport Dr, Conroe Texas 77303	1	\$169.00	\$169.00	\$0.00
Non-Recurring Cost - based on a five year term	ALOC: 1004 9th Avenue N, Texas City Texas 77590	1	\$0.00	\$0.00	\$73,133.00
/27 Includes 29 Usable Static IP Addresses	ALOC: 1004 9th Avenue N, Texas City Texas 77590	1	\$50.00	\$50.00	\$30.00
				\$2,092.00	\$73163.0

SECTION 4: SPECIAL INSTRUCTIONS

5 Year pricing option for the City of Texas City Police Department
 1Gb Internet Access - /27 IP Address
 100Mb to 555 West Walker, League City, Texas
 5MB to 9472 Airport, Conroe, Texas
 PS Lightwave shall finance the \$73,133.00 over 18 months at approximately \$4,062.94 per month

SECTION 5: AUTHORIZATIONS. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT. PS Lightwave's escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced. Additional terms and conditions relating to the provisioning of services under this Service Order may be found in the Parties' Master Service Agreement; however, should there be no executed MSA in place as of the date of this executed Service Order, Customer agrees all terms and conditions in the then current PS Lightwave MSA shall apply.

Customer: City of Texas City

PS LIGHTWAVE, INC

Name-Title:
Date:

Rhonda Cook - Chief Executive Officer
Date:

RESOLUTION NO. 21-090

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PURE SPEED LIGHTWAVE FOR THE CONSTRUCTION AND INTERNET FIBER INSTALLATION FOR THE TEXAS CITY POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the construction and installation of new internet fiber service will give an alternative backup to the Texas City Police Department; and

WHEREAS, Pure Speed Lightwave will provide redundant connections for city internet, phones, radio systems, computer-aided dispatch systems, and various city services; and

WHEREAS, it is the recommendation of the Information Technology Department to award this five (5) year contract to Pure Speed Lightwave.

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

SECTION 1: That the City Commission hereby awards a contract for construction and installation of new internet fiber service to Pure Speed Lightwave for the Texas City Police Department.

SECTION 2: That the Mayor is hereby authorized to enter into an agreement with Pure Speed Lightwave as described 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 15th 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) (n)

Meeting Date: 10/20/2021

replace network switches

Submitted For: Rhomari Leigh, Management Services

Submitted By: Rhomari Leigh, Management Services

Department: Information Technology

Information

ACTION REQUEST (Brief Summary)

BACKGROUND

Aruba networking switches.

Purchase of replacement network switches with 5 years of support and monitoring for all facilities. Replaces current equipment which expires Jan 2022. Purchases are made on Texas DIR 4160, NIPA R171001, and OMNIA R210401 purchasing contracts.

Funds are budgeted in Account 101-105-53360.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Attachment
Resolution

QUOTE CONFIRMATION



DEAR ROBERT TURNER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MKRV790	10/12/2021	ARUBA	6594612	\$71,813.54

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HPE Aruba 6300M - switch - 24 ports - managed - rack-mountable Mfg. Part#: JL658A Contract: Texas HPE DIR TSO 4160 (DIR-TSO-4160)	2	6239148	\$3,731.69	\$7,463.38
HPE Aruba Central Foundation - subscription license-to-use (5 years) - 1 sw Mfg. Part#: R8L77AAE Electronic distribution - NO MEDIA Contract: ESC R4/National IPA Total Cloud Solutions (R171001)	2	6727434	\$279.43	\$558.86
HPE Aruba 6100 12G Class4 PoE 2G/2SFP+ 139W Switch - switch - 16 ports - ma Mfg. Part#: JL679A#ABA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	4	6404572	\$351.69	\$1,406.76
HPE Aruba Central Foundation - subscription license-to-use (5 years) - 1 sw Mfg. Part#: R8L67AAE Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	4	6722214	\$152.25	\$609.00
HPE Aruba 6200F 24G Class4 PoE 4SFP+ 370W Switch - switch - 28 ports - mana Mfg. Part#: JL725A#ABA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	10	6104034	\$937.14	\$9,371.40
HPE Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch - switch - 52 ports - mana Mfg. Part#: JL728A#ABA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401)	28	6083535	\$1,635.23	\$45,786.44
HPE Aruba Central Foundation - subscription license-to-use (5 years) - 1 sw Mfg. Part#: R8L72AAE Electronic distribution - NO MEDIA Contract: ESC R4/National IPA Total Cloud Solutions (R171001)	38	6727442	\$174.15	\$6,617.70

PURCHASER BILLING INFO	SUBTOTAL	\$71,813.54
------------------------	----------	-------------

Billing Address: CITY OF TEXAS CITY ACCTS PAYABLE PO BOX 2608 TEXAS CITY, TX 77592-2608 Phone: (409) 948-3111 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$71,813.54
DELIVER TO Shipping Address: CITY OF TEXAS CITY ROBERT TURNER 1004 9TH AVE N TEXAS CITY, TX 77590-7407 Shipping Method: DROP SHIP-GROUND	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Dave Kriedemann

(866) 815-7582

davekri@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$71,813.54	\$1,925.32/Month	\$71,813.54	\$2,224.07/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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RESOLUTION NO. 21-091

A RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT NETWORK SWITCHES WITH FIVE (5) YEAR SUPPORT AND MONITORING SERVICES.; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, current network switch equipment will expire in January, 2022; and

WHEREAS, funds are budgeted in the fiscal year 2021-2022 budget; and

WHEREAS, it is the recommendation of the Information Technology Department to award this five (5) year contract for replacement equipment, support, and monitoring through Texas DIR 4160, NIPA R171001, and OMNIA R210401 purchasing contracts.

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

SECTION 1: That the City Commission hereby awards a contract for replacement equipment, support, and monitoring through Texas DIR 4160, NIPA R171001, and OMNIA R210401 purchasing contracts for the Texas City Information Technology Department.

SECTION 2: That the Mayor, or his designee, is hereby authorized to enter into a purchasing contract, as described 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 15th 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) (o)

Meeting Date: 10/20/2021

Submitted For: Curtiss Pope, Police Department

Submitted By: Rhomari Leigh, Management Services

Department: Police Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-092, approving the Air Conditioning Service Proposal for the Texas City Criminal Justice Center. (Police Department)

BACKGROUND

Hunton Services totaling \$276,058.70

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Attachment

Attachment

Attachment

Resolution



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 - 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@huntongroup.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-recommissioning
- 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

**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

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.

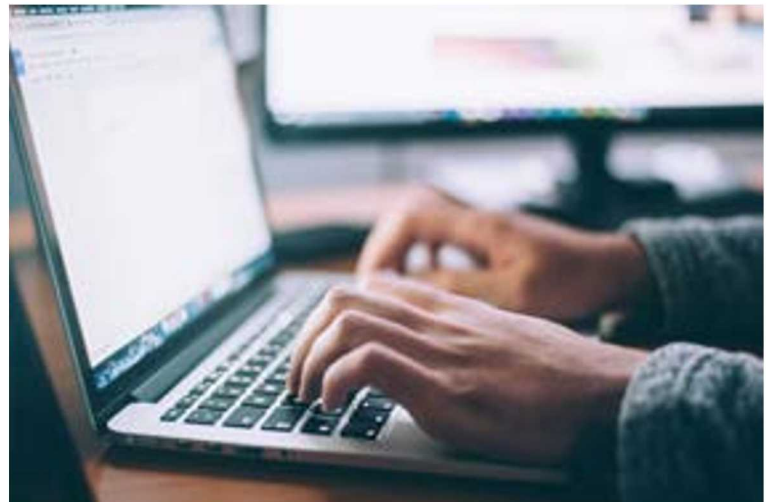
THE CHALLENGE

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.



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

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.

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.

HUNTONSMARTSERVICES

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

TEXAS A&M CONTINUOUS COMMISSIONING LICENSEE

HIGH PERFORMANCE BUILDINGS FOR LIFE

www.huntonservices.com

CONTACT US

SMART@huntongroup.com
(713) 643-8336



RESOLUTION NO. 21-092

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH HUNTON SERVICES FOR AIR CONDITIONING SERVICES FOR THE TEXAS CITY CRIMINAL JUSTICE CENTER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Police Department requests the approval of a service agreement proposal from Hunton Services for air conditioning services; 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 of a service agreement proposal from Hunton Services for air conditioning services 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 air conditioning services.

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

PASSED AND ADOPTED this 15th 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) (p)

Meeting Date: 10/20/2021

Bid No. 2021-110 Sludge Disposal at the Waste Water Treatment Plant Annual Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Rhomari Leigh, Management Services

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-093, approving Bid No. 2021-110 Sludge Disposal at the Waste Water Treatment Plant Annual Contract. (Public Works)

BACKGROUND

On September 28, 2021, and October 5, 2021, the Notice To Bidders was advertised and bid packets were mailed out to local area vendors. The bids were opened and read aloud on October 13, 2021, at 2 p.m..

A bid tabulation is attached for your review.

ANALYSIS

The lowest responsible bid meeting all of the specifications was received from Republic Services, in Houston Texas, for the unit price of \$640.00 per 20-yard roll-off container.

It is the recommendation of the Public Works Department to award the annual contract for Bid No. 2021-110 Sludge Disposal at the Waste Water Treatment Plant to Republic Services, for the unit prices bid and that the Mayor is authorized to execute the contract on behalf of the City Commission

Thank you

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution

BID TABULATION

**Bid # 2021-110
Sludge Disposal From Waste Water
Treatment Plant Annual Contract**

Bid Opening: Wednesday, October 13, 2021 at 2:00 p.m.

VENDOR	UNIT PRICE 600 20 yard roll-off	UNIT PRICE 500 20 yard roll-off	UNIT PRICE 350 20 yard roll-off
Republic Services Houston, Texas	\$640.00	\$640.00	\$640.00
Sprint Waste of Texas	\$824.00	\$824.00	\$824.00

RESOLUTION NO. 21-093

A RESOLUTION APPROVING BID NUMBER 2021-110 SLUDGE DISPOSAL AT THE WASTE WATER TREATMENT PLANT 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 28, 2021, and October 5, 2021. Bids packets were made available to local area vendors for Bid No. 2021-110 Sludge Disposal at the Waste Water Treatment Plant Annual Contract; and

WHEREAS, bids were opened on October 13, 2021, and the low responsible bid meeting all the specifications was received from Republic Services, Houston, Texas; and

WHEREAS, the Public Works Department recommends awarding Bid No. 2021-110 Sludge Disposal at the Waste Water Treatment Plant Annual Contract to Republic Services.

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. 2021-110 Sludge Disposal at the Waste Water Treatment Plant Annual Contract to Republic Services.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Republic Services 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 15th 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

(9) (a)

Meeting Date: 10/20/2021

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 Fire Department’s maintenance contracts budget for Axon fleet services.

BACKGROUND

See Resolution No. 21-086 authorizing the Mayor to execute an agreement with Axon Enterprise, Inc. to provide fleet digital media recorder services for the Fire Department.

The five year agreement totals \$183,180.00, with the first year cost being \$36,636.00.

See the attached quote from Axon. This budget amendment is for the fiscal year 2021-2022 cost of \$36,636.00. The remaining four years will be included in the respective budgets of those years.

ANALYSIS

Budget Amendment:

General Fund (101) Fire Department (202):

Maintenance-Contracts	\$36,636.00
Unassigned Fund Balance	(\$36,636.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Axon-Fire fleet service
Ordinance



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-328342-44441.570JG

Issued: 09/02/2021

Quote Expiration: 09/30/2021

EST Contract Start Date: 11/01/2021

Account Number: 501577

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-1801 9th Ave N 1801 9th Ave N Texas City, TX 77590-5472 USA	Texas City Fire Department TX 1801 9th Ave N Texas City, TX 77590-5472 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Juliet Goodman Phone: Email: jgoodman@axon.com Fax: (480) 991-0791	Jesse Rubio Phone: (409) 643-5703 Email: jrubio@texascitytx.gov Fax:

Program Length	60 Months
TOTAL COST	\$183,180.00
ESTIMATED TOTAL W/ TAX	\$183,180.00

Bundle Savings	\$28,441.68
Additional Savings	\$0.00
TOTAL SAVINGS	\$28,441.68

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
Year 1	Oct, 2021	\$36,636.00	
Year 2	Oct, 2022	\$36,636.00	
Year 3	Oct, 2023	\$36,636.00	
Year 4	Oct, 2024	\$36,636.00	
Year 5	Oct, 2025	\$36,636.00	

Quote Details

Bundle Summary

Item	Description	QTY
Fleet3B+TAP	Fleet 3 Basic + TAP	17

Individual Items USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Other	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	12	\$900.00	0.00%	\$900.00	\$10,800.00

Bundle: Fleet 3 Basic + TAP Quantity: 17 Start: 11/1/2021 End: 10/31/2026 Total: 172380 USD

Category	Item	Description	QTY	List Unit Price	Discount	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	34	\$875.54	14.16%	\$875.54	\$29,768.39
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	17	\$1,030.05	14.16%	\$1,030.05	\$17,510.82
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	17	\$2,064.39	14.16%	\$2,064.39	\$35,094.60
SIM	72048	FLEET SIM, ATT	17	\$12.88	14.16%	\$12.88	\$218.89
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	17	\$1,295.29	14.16%	\$1,295.29	\$22,019.85
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	17	\$231.76	14.16%	\$231.76	\$3,939.93
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	17	\$21.46	14.16%	\$21.46	\$364.81
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	17	\$1,030.05	14.16%	\$1,030.05	\$17,510.82
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	17	\$2,326.19	14.16%	\$2,326.19	\$39,545.27
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	17	\$376.86	14.16%	\$376.86	\$6,406.62

Item	Description	QTY	Delivery/ Start	End Date	List Price	Tax	Net Price	Total(USD)
80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	12	11/01/2021	10/31/2026	\$900.00		\$900.00	\$10,800.00
Fleet3B+TAP	Fleet 3 Basic + TAP	17	10/01/2021	10/31/2026	\$0.00		\$0.00	\$0.00

80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	34	11/01/2021	10/31/2026	\$875.54		\$875.54	\$29,768.39
80400	FLEET, VEHICLE LICENSE, LICENSE	17	11/01/2021	10/31/2026	\$1,030.05		\$1,030.05	\$17,510.82
72036	FLEET 3 STANDARD 2 CAMERA KIT	17	10/01/2021	10/31/2026	\$2,064.39		\$2,064.39	\$35,094.60
72048	FLEET SIM, ATT	17	10/01/2021	10/31/2026	\$12.88		\$12.88	\$218.89
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	17	10/01/2021	10/31/2026	\$1,295.29		\$1,295.29	\$22,019.85
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	17	10/01/2021	10/31/2026	\$231.76		\$231.76	\$3,939.93
74110	FLEET ETHERNET CABLE, CAT6, 25 FT	17	10/01/2021	10/31/2026	\$21.46		\$21.46	\$364.81
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	17	10/01/2021	10/31/2026	\$1,030.05		\$1,030.05	\$17,510.82
72040	FLEET REFRESH, 2 CAMERA KIT	17	10/01/2026	10/31/2026	\$2,326.19		\$2,326.19	\$39,545.27
72040	FLEET REFRESH, 2 CAMERA KIT	0	10/01/2026	10/31/2026	\$2,326.19		\$2,326.19	\$0.00
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	17	10/01/2021	10/31/2026	\$376.86		\$376.86	\$6,406.62
							Total	\$183,180.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/2/2021

ORDINANCE NO. 21-31

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO INCREASE THE FIRE DEPARTMENT'S MAINTENANCE CONTRACTS BUDGET FOR AXON FLEET SERVICES; 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 Fire Department's maintenance contracts budget for Axon fleet services.

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) Fire Department (202):

Maintenance-Contracts	\$36,636.00
Unassigned Fund Balance	(\$36,636.00)

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 15th 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

(9) (b)

Meeting Date: 10/20/2021

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 Information Technology budget for new internet fiber service for Police Department.

BACKGROUND

See Resolution No. 21-090 for construction of new internet fiber service from PS Lightwave. Construction will go to the police department and provide redundant connections for city internet, phones, radio systems, computer-aided dispatch systems, and various city services. This is a 5-year contract with \$2,092 reoccurring costs once construction and activation are completed and \$73,163 in construction costs. Construction cost is being financed over 18 months by PS Lightwave and will be billed at \$4,062.94 per month.

Information Technology department will pay for the construction and the first year payment for a grand total of \$75,255.00

See attached quote.

ANALYSIS

Budget Amendment:

General Fund (101) Info. Technology Department (105):

Communications Equipment	\$75,255.00
Unassigned Fund Balance	(\$75,255.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

PS Lightwave
Ordinance

		Order No:	PLW-18397
Date:	August 20, 2021	Campaign:	SGE
Consultant	David Caddle	Email	dcaddle@pslightwave.com

SECTION 1: CUSTOMER INFORMATION AND CONTACTS

Company:	City of Texas City	BILLING (complete if different from Contact info):
Address:	1801 9th Ave	
City/State/Zip:	Texas City, Texas 77592	
Phone:	409 797-4300	
Contact/Title:	Robert Turner	
Email:	rturner@texascitytx.gov	

Technical Contacts

Contact/Title:	
Phone:	
E-Mail:	

SECTION 2: ORDER PROFILE

Type:	New	Customer:	New Logo	ETP:	100%
Term:	5 Years	Auto Annual Renewals	ARO:	120 Days	from receipt of executed service order

SECTION 3: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. At the discretion of PS Lightwave, applicable Non-Recurring Costs (NRC) may be invoiced either upon service provisioning or within fifteen (15) days of execution of this order).

Product	Locations	Qty	Price	Monthly Recurring*	Non-Recurring*
IP 1000 Mb Dedicated	ALOC: 1004 9th Avenue N, Texas City Texas 77590	1	\$1,381.00	\$1,381.00	\$0.00
ePL 100 Mb Dedicated	ALOC: 1004 9th Avenue N, Texas City Texas 77590 ZLOC: 555 W Walker, League City Texas 77573	1	\$492.00	\$492.00	\$0.00
ePL 5 Mb Dedicated	ALOC: 1004 9th Avenue N, Texas City Texas 77590 ZLOC: 9472 Airport Dr, Conroe Texas 77303	1	\$169.00	\$169.00	\$0.00
Non-Recurring Cost - based on a five year term	ALOC: 1004 9th Avenue N, Texas City Texas 77590	1	\$0.00	\$0.00	\$73,133.00
/27 Includes 29 Usable Static IP Addresses	ALOC: 1004 9th Avenue N, Texas City Texas 77590	1	\$50.00	\$50.00	\$30.00
				\$2,092.00	\$73163.0

SECTION 4: SPECIAL INSTRUCTIONS

5 Year pricing option for the City of Texas City Police Department
 1Gb Internet Access - /27 IP Address
 100Mb to 555 West Walker, League City, Texas
 5MB to 9472 Airport, Conroe, Texas
 PS Lightwave shall finance the \$73,133.00 over 18 months at approximately \$4,062.94 per month

SECTION 5: AUTHORIZATIONS. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT. PS Lightwave's escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced. Additional terms and conditions relating to the provisioning of services under this Service Order may be found in the Parties' Master Service Agreement; however, should there be no executed MSA in place as of the date of this executed Service Order, Customer agrees all terms and conditions in the then current PS Lightwave MSA shall apply.

Customer: City of Texas City

PS LIGHTWAVE, INC

Name-Title:
Date:

Rhonda Cook - Chief Executive Officer
Date:

ORDINANCE NO. 21-32

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO INCREASE THE INFORMATION TECHNOLOGY BUDGET FOR NEW INTERNET FIBER SERVICES FOR THE POLICE DEPARTMENT; 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 Information Technology budget for new internet fiber service for the Police Department.

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) Info. Technology Department (105):

Communications Equipment	\$75,255.00
Unassigned Fund Balance	(\$75,255.00)

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.

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