

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 3, 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) Proclaiming November 1-5, 2021 as Municipal Court Week
- (5) REPORTS
  - (a) Information Technology Update
- (6) 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.
  - (b) Broadreach Power requests to rezone from "A" (Single-Family Residential) to "F" (Light Industrial) to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34<sup>th</sup> Street, Texas City, TX.
- (7) ZONING PRELIMINARY
  - (a) Consider and take action on the request from Land Tejas to amend the Lao 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.

- (b) Consider and take action on the request from Broadreach Power to rezone from “A” (Single-Family Residential) to “F” (Light Industrial) to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34<sup>th</sup> Street, Texas City, TX.

(9) PUBLIC COMMENTS

(10) CONSENT AGENDA

- (a) Approve City Commission Minutes for October 20, 2021 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 21-094, approving the execution of an Engineering Service Agreement with ARKK Engineer, LLC. for the Water Line Replacement Project - Phase 19. (Public Works)
- (c) Consider and take action on Resolution No. 21-095, approving the execution of an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 21. (Public Works)
- (d) Consider and take action on Resolution No. 21-096, approving the remodeling of an old SWAT Mobile Command Post into a Hostage Negotiation Team Command Post. (Police Department)
- (e) Consider and take action on Resolution No. 21-097, approving the purchase and delivery of an articulated telescopic loader for the Waste Water Treatment Plant. (Public Works)
- (f) Consider and take action on Resolution No. 21-098, approving the execution of an Engineering Service Agreement with ARKK Engineers, LLC for the engineering and construction phases of the Fire Station #4 and Police Substation Project. (Public Works)
- (g) Consider and take action on Resolution No. 21-099, approving the purchase of nine (9) various size roll-off boxes for the Sanitation Department. (Public Works)
- (h) Consider and take action on Resolution No. 21-100, approving the purchase, delivery, and installation of replacement lighting for two (2) Godard Park little league baseball fields and Tarpey Park field no. 4 through BuyBoard- a local purchasing cooperative. (Public Works)
- (i) Consider and take action on Resolution No. 21-101, approving Bid No. 2021-108 Purchase and Delivery of Library Materials. (Purchasing)
- (j) Consider and take action on Resolution No. 21-102, approving Gowan Inc. to replace the Moore Memorial Library cooling tower. (Library)
- (k) Consider and take action on Resolution No. 21-103, approving the purchase of a rear load garbage truck for the Sanitation Department. (Public Works)

(11) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 21-33, to amend the City of Texas City's fiscal year 2021-2022 Budget to create an additional Deputy City Marshal position and appropriate funds for the salary and benefits of this position. (Finance)

(12) COMMISSIONERS' COMMENTS

(13) MAYOR'S COMMENTS

(14) 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 29, 2021, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 11/03/2021

Amendment to Lago Mar PUD - Crystal Lagoon District

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**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**

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**Fiscal Impact**


**Attachments**

Memo & Exhibits

Zoning Commission Minutes 09-21-21

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# Memo

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

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**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 23<sup>rd</sup> 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
<b>Residential Land Uses</b>								
Dwelling, Multifamily/Condominium	X				X			Note 1
Dwelling, Single-Family Attached				X	X	X		
Dwelling, Single Family Detached				X		X		
<b>Public and Civil Land Uses</b>								
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					
<b>Recreation and Entertainment</b>								
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	
<b>Medical Land Uses</b>								
Clinic	X							
Medical, Dental & Optical Retail Sales	X	X						
Medical, Dental Office	X	X						
Optician Shop	X	X						
<b>Motor Vehicle/Transportation</b>								
Auto Service Station	X							
Bicycle Sales, Repairs & Hire	X							
Recreational Vehicle Rental	X							
Recreation Vehicle and Boat Sales	X	X						
<b>Professional Services</b>								
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						

<b>Commercial, Retail, Personal Services</b>								
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						
<b>Manufacturing and Industrial</b>								
Art & Craft Production	X							
Craft Brewery, Distillery or Winery	X	X	X					Note 9
<b>Accessory Use</b>								
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

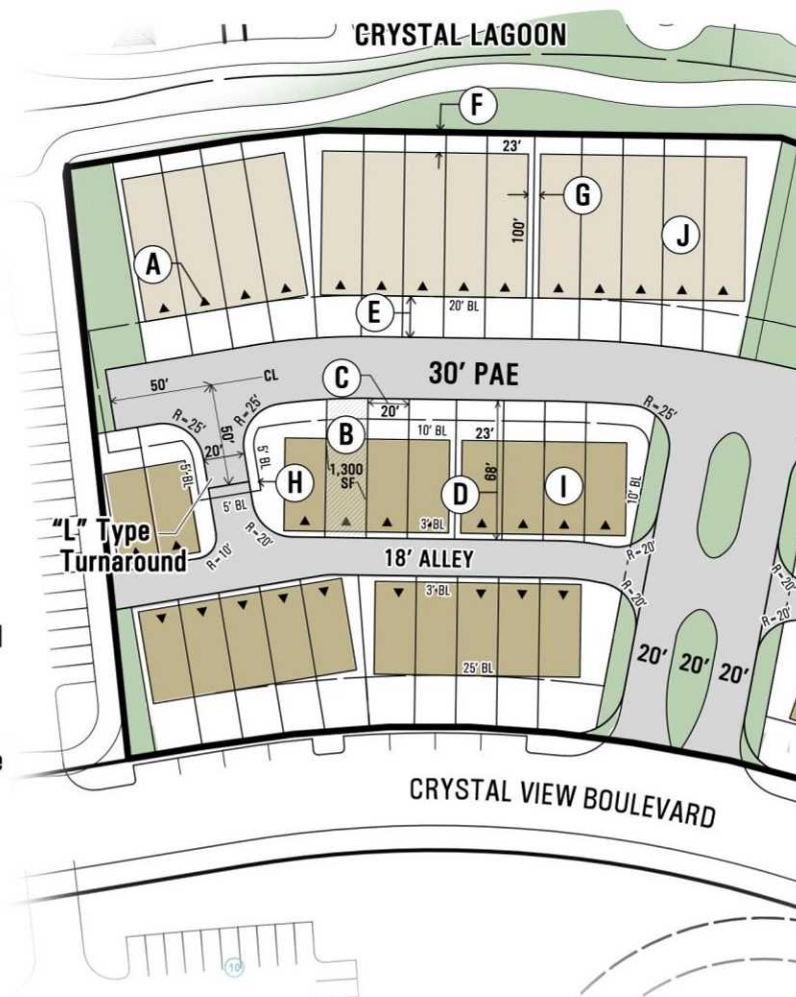
**D. Development Regulations** – Land within the boundaries of the Crystal Lagoon District, PUD amendment as shown on [Exhibit B-1 General Development Plan-Crystal Lagoon District](#), shall be developed in accordance with the following development regulations:

**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:

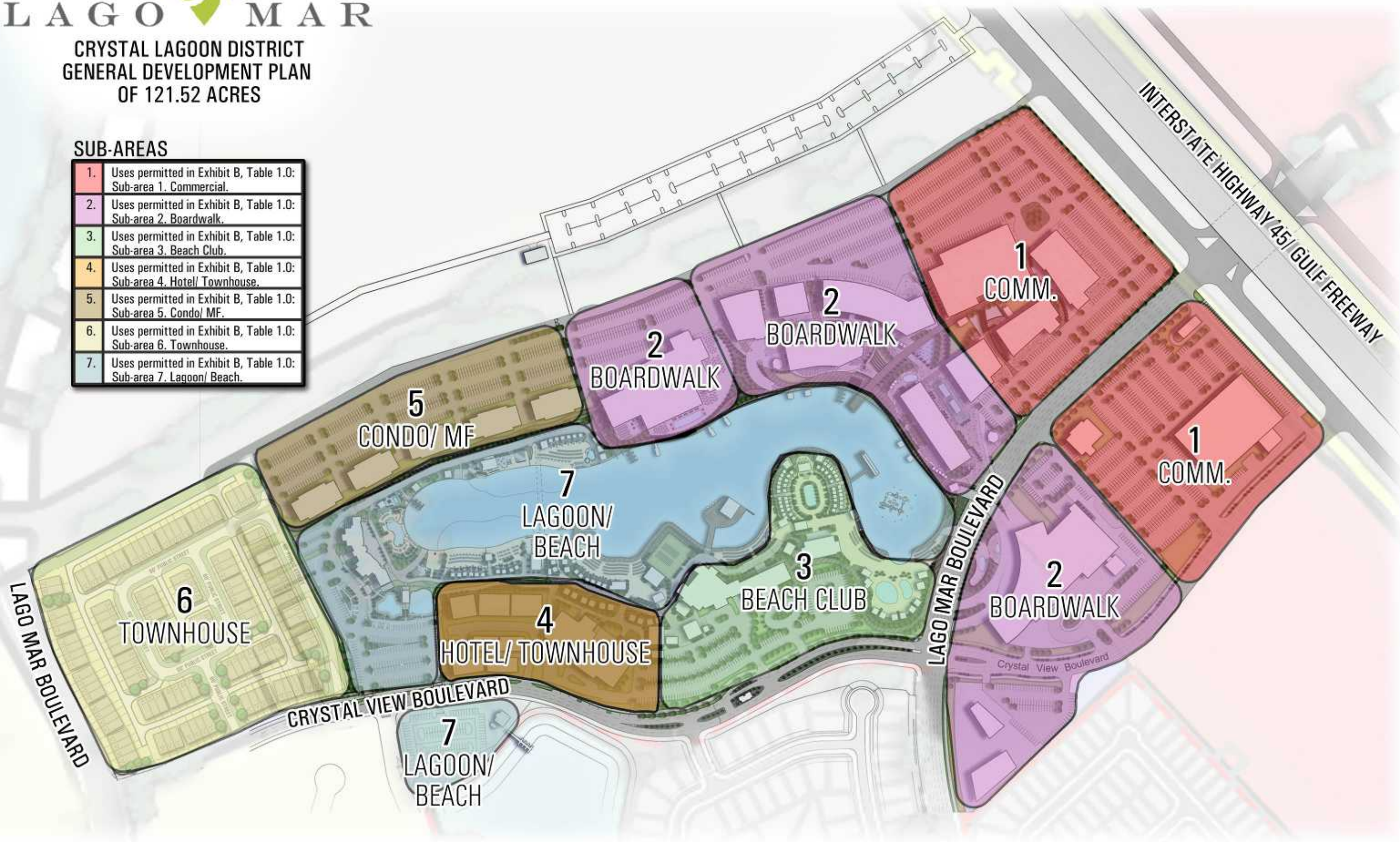
- (a) Canopies shall be provided at all building entrances facing Lago Mar Boulevard or Crystal View Drive. Canopies may be structural extensions of the building or constructed of fabric attached to the building. An individual canopy shall cover a ground area of at least 20 square feet.
  - (b) The front 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

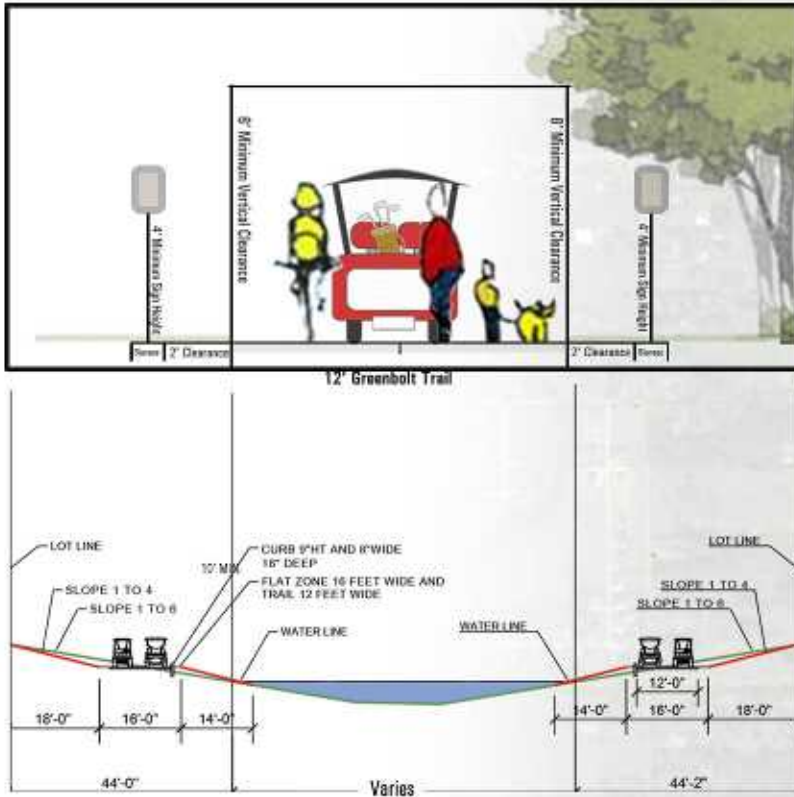
### SUB-AREAS

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.

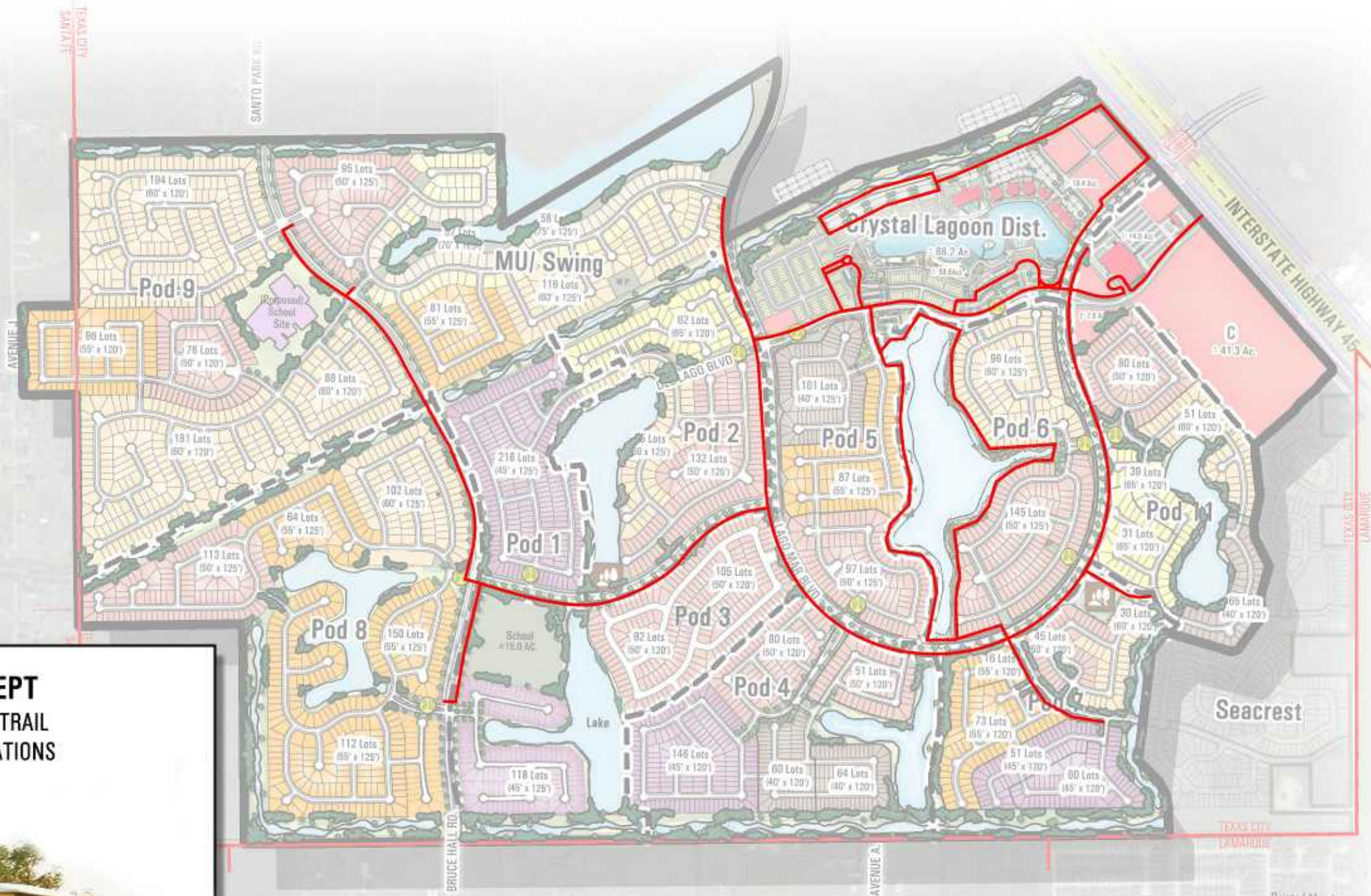


# LAGO MAR

## GREENBOLT TRAIL

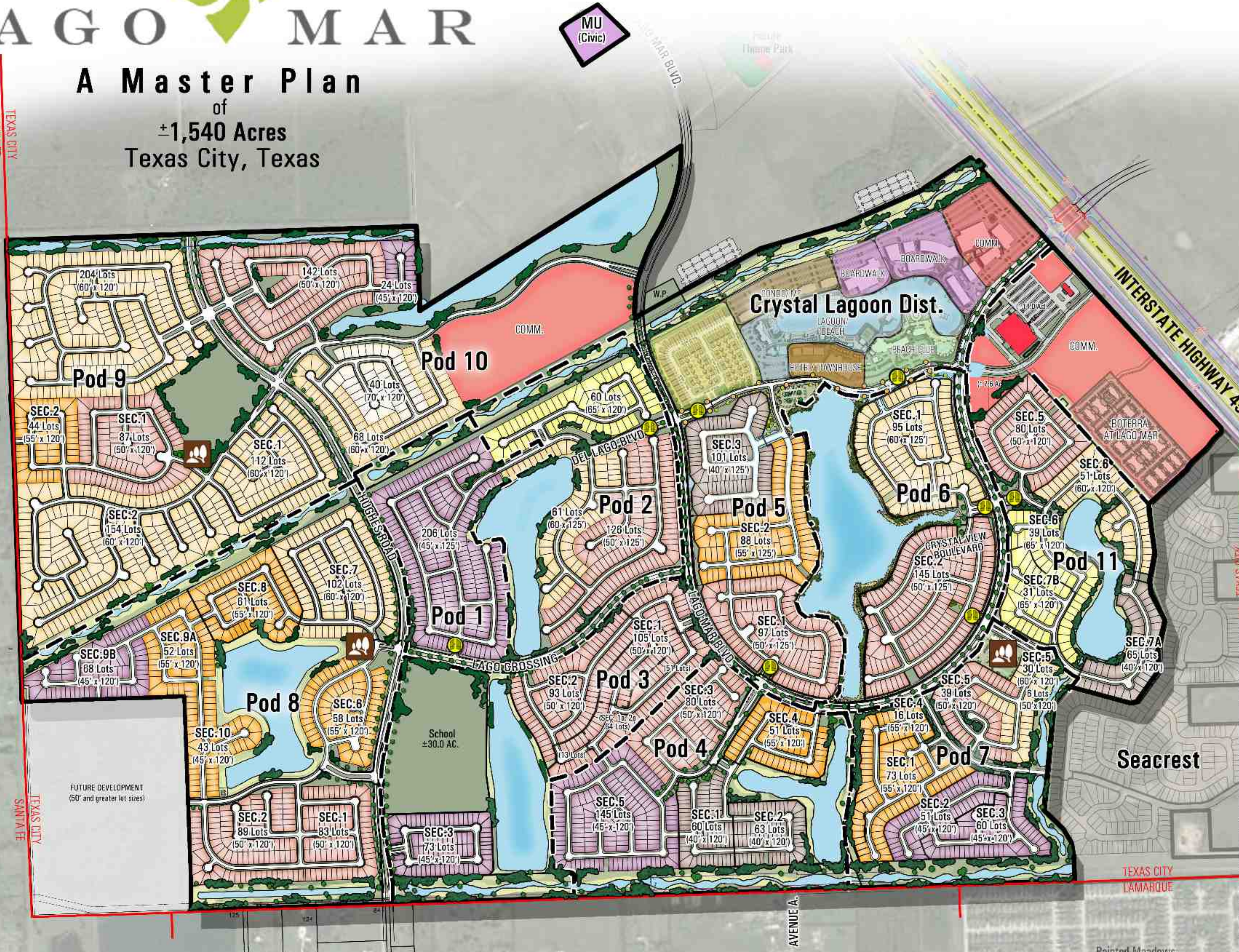


 **INDICATES GREENBOLT TRAIL CONCEPT**  
 ADDITIONAL TRAIL SEGMENTS MAY BE ADDED OR TRAIL LOCATIONS, INTERSECTIONS, AND CROSSING LOCATIONS MAY BE RELOCATED.



# 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
<b>TOTAL</b>	<b>289</b>	<b>682</b>	<b>971</b>	<b>1,295</b>	<b>486</b>	<b>809</b>	<b>130</b>			<b>3,691</b>
	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
<b>TOTAL</b>	<b>289</b>	<b>706</b>	<b>995</b>	<b>1,437</b>	<b>486</b>	<b>877</b>	<b>130</b>	<b>40</b>		<b>3,965</b>

**NORTH**

0' 250' 500' 1000'

SCALE: 1"=500'

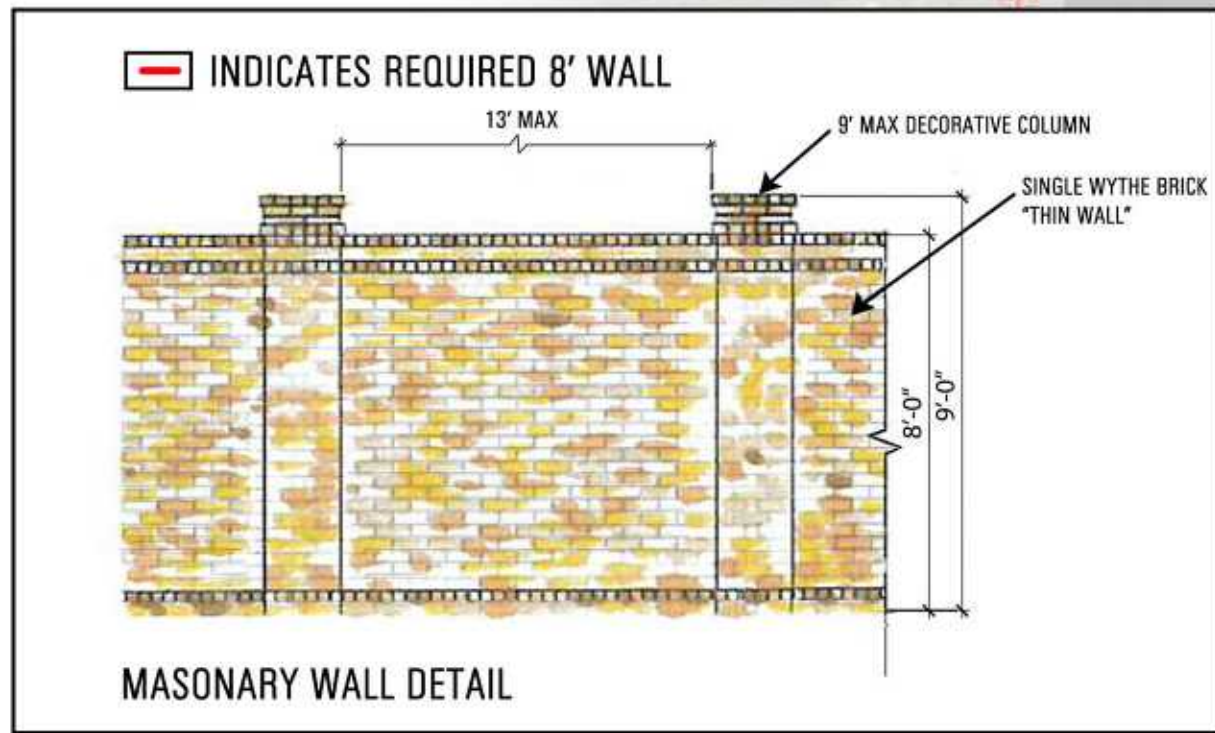
DATE: 06.17.2021

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, except Aric Owens who voted no.**

**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.**

A handwritten signature in blue ink, appearing to read "Gy Krepp", written over a horizontal line.

Zoning Commission Secretary

**CITY COMMISSION REGULAR MTG**

**(6) (b)**

**Meeting Date:** 11/03/2021

Rezoning Request from Broad Reach Power

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Broadreach Power requests to rezone from "A" (Single-Family Residential) to "F" (Light Industrial) to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34<sup>th</sup> Street, Texas City, TX. (Action)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Memo & Exhibits

Zoning Commission Minutes 10-12-21

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# Memo

**To:** Zoning Commission

**From:** Doug Kneupper, City Engineer



**Date:** October 7, 2021

**Re:** F, LIGHT INDUSTRIAL, Zoning (500 block 34<sup>th</sup> Street N)

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**Background:** The applicant, Broad Reach Power, is under contract to purchase 3.9 acres of undeveloped property on the west side of 34<sup>th</sup> Street N., in close proximity to TNMP's Service Center and Substation. The applicant intends to install Battery Energy Storage Systems (BESS) to improve local electrical grid reliability. There will be approximately 30 individual units, with each unit being similar in appearance to a 20 foot long shipping container with the battery storage modules. To be able to utilize the property in this manner, a zone change is needed from the current Single-Family Residential to Light Industrial.

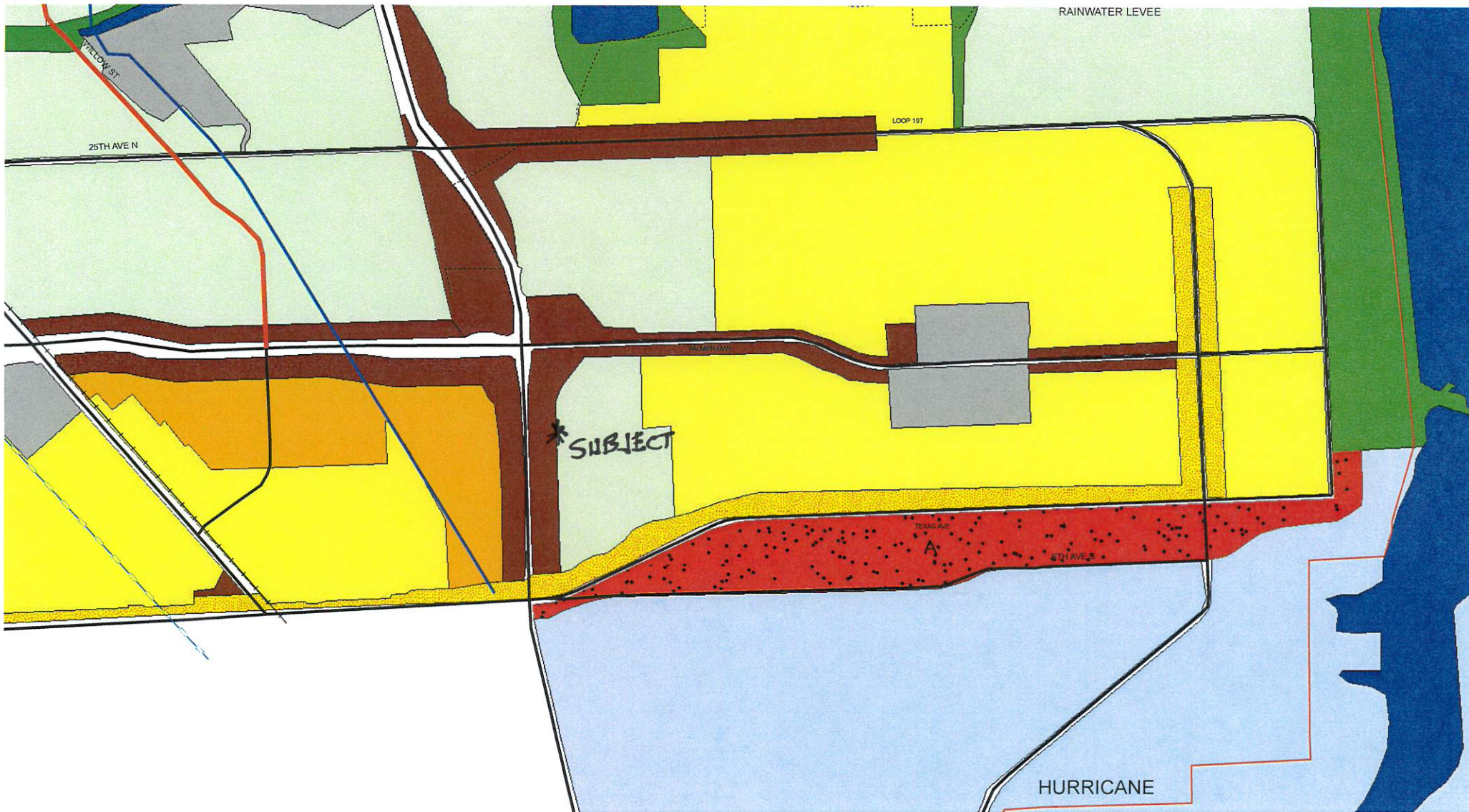
The Land Use Plan shows this area as being "Activity Corridor", then transitioning farther east to "Neighborhood Growth". The "Activity Corridor" category supports the development of higher intensity land uses including restricted light industrial. The requested zoning is in accordance with the City's adopted Land Use Plan.

As indicated on the attached zoning map, the surrounding area is zoned Single-Family Residential with existing Light Industrial to the west. There is also Residential Duplex zoning to the south. There are barn / livestock properties to the north of the subject property.

**Analysis/ Recommendation:** If approved, the Light Industrial zoning could be developed with light manufacturing, wholesale, and warehousing operations in an enclosed area. Development of this tract would require adherence to city standards with appropriate open space, landscaping, screening, and other zoning provisions.

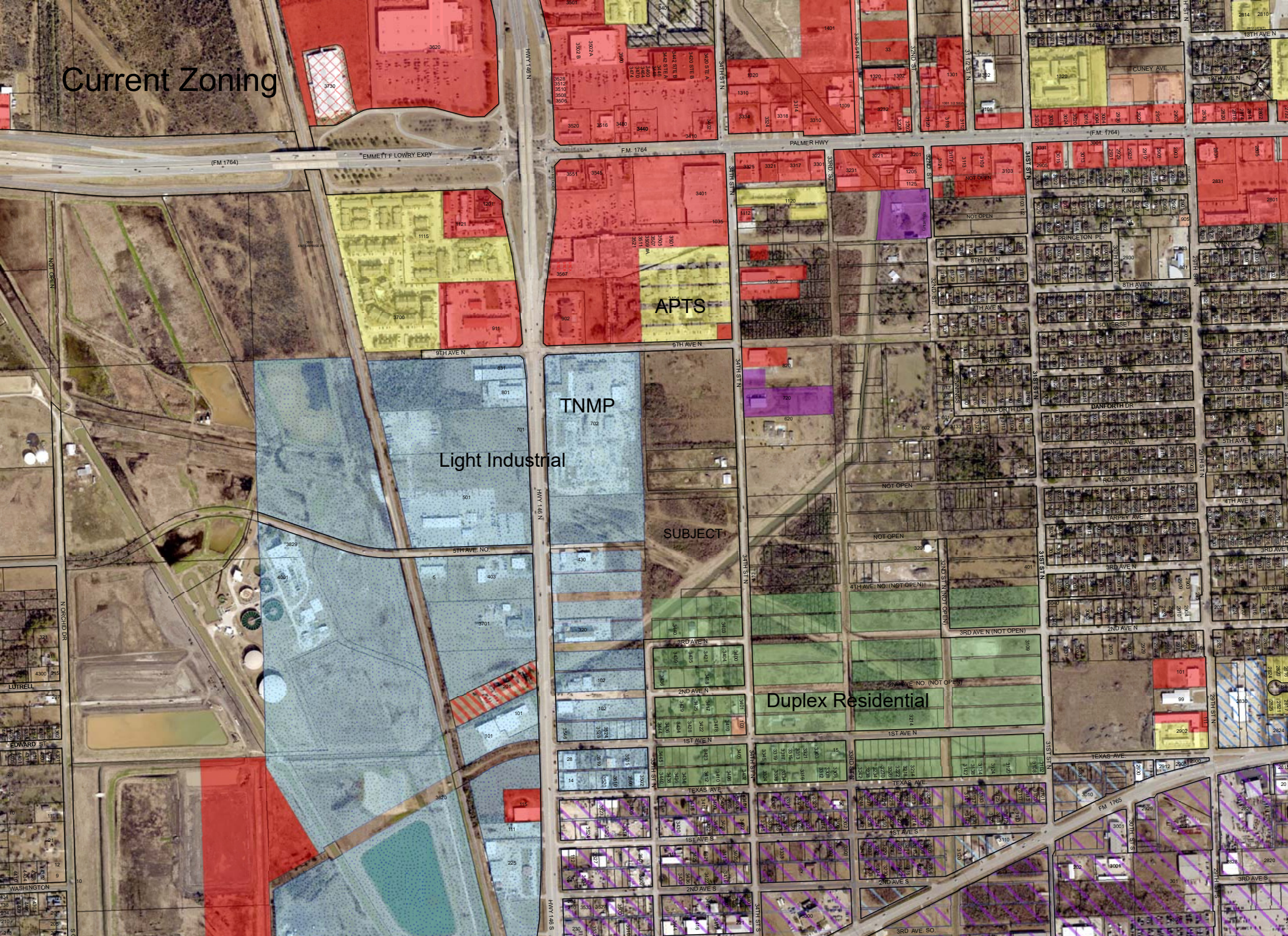
City water and sewer are readily available to the site, but the only utility need is for fire protection. For drainage considerations, the applicant will coordinate with the City's Public Works Dept. to properly outfall into the adjacent channel. Primary access for this property will be from 34<sup>th</sup> Street, a City facility; and most likely be from the existing driveway constructed with the recent BRP facility. Once installed, the BESS will need little attention and maintenance. All improvements and development of the property will require a Detailed Site Plan to be reviewed by city staff and approved by the Planning Board. The property is located within the 0.2% annual flood chance area (formerly described as 500-year floodplain).

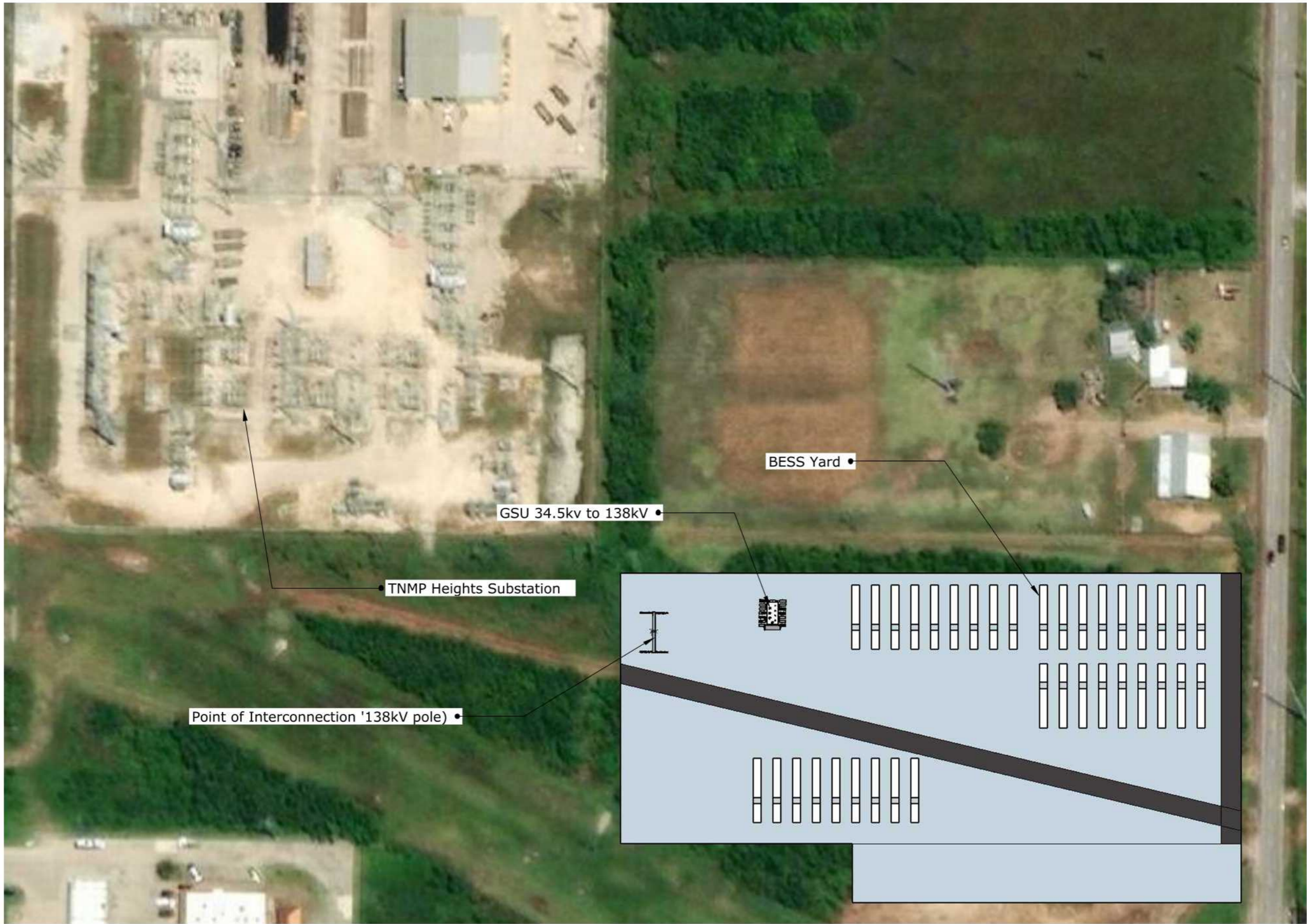
Based on the surrounding land uses, development and zoning, city staff has no objection to the rezoning request for F, Light Industrial to construct Battery Energy Storage.



LAND USE MAP

# Current Zoning



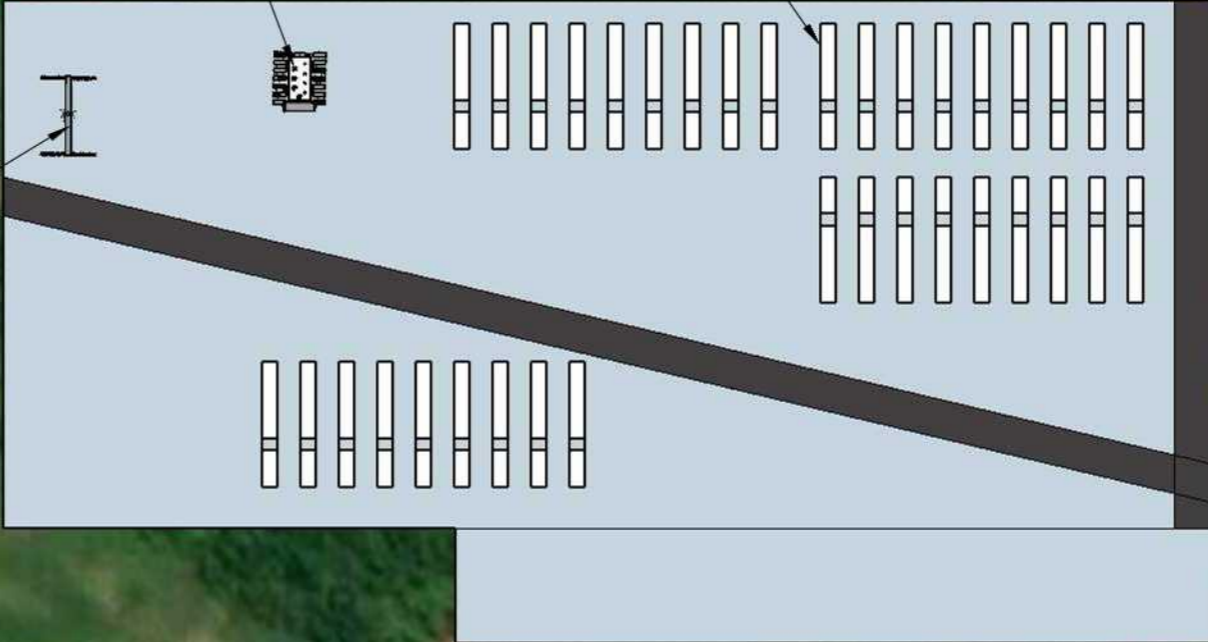


Point of Interconnection (138kV pole)

TNMP Heights Substation

GSU 34.5kv to 138kv

BESS Yard



**ZONING COMMISSION MINUTES  
OCTOBER 12, 2021**

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, October 12, 2021 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Thelma Bowie and Aric Owens. Staff members present were: Doug Kneupper, Kimberly Golden and Veronica Carreon. Citizens present were: Fred H. Viranic; Brian Yarbrough, Broad Reach Power; Jerry Le Blanc, Binnacle Development; and Doreen Hughes, Realtor.

Chairman O'Brien 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 draft minutes for the September 21, 2021 regular meeting were reviewed by the commissioners. Commissioner Aric Owens noted he had voted in opposition to the PUD Amendment for the Crystal Lagoon District. The draft minutes stated all commissioners had voted aye. The commissioners present agreed to the change and then approved the minutes as changed on a **motion by Gary Potter/Thelma Bowie. All members present voted aye.**

Mr. Kneupper began the meeting by introducing Kimberly Golden, the new City Engineer/Director of Transportation & Planning.

**ITEM NO. 1 Review and approval of a request from Binnacle Development to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community with the City of Texas City. Being approximately 50 acres of land. Located to the east of FM 2004 and north of Mainland City Centre. (Action)**

Mr. Kneupper provided the background information for this rezoning request. The developer, Jerry LeBlanc, Binnacle Development, is requesting to rezone approximately 50 acres of undeveloped land located east of FM 2004, between Mainland City Centre and GCDD #2' Ditch 6 channel. The project will include a combination of 50', 60', and 70' lots. The total lot count will be approximately 201 lots. There is no single zoning district to accommodate this variety in lots sizes, so staff and the developer have chosen to pursue a Planned Unit Development (PUD). Under this zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped, decorative fencing, entryways, parks, and open spaces. In the Brookwater Development Agreement, it's contemplated that the city will consent to the annexation of this land into GCMUD 79. This is a relatively new Utility District initially created for Mr. LeBlanc's Central Park Project, with opportunities to annex different properties into the district as the board members see fit. This project has a centrally located park of adequate size with amenities that staff recommends should be introduced relatively early. Staff's recommendation is for the Recreation Site to be fully developed with the platting of the 2<sup>nd</sup> section or the plat that creates the 80<sup>th</sup> lot; whichever comes first. There will be an entry way monument, along with masonry fencing for lots visible from FM 200. Staff is recommending that the masonry be installed along the boundary of the overall tract within the 300' Gateway Overlay District. Another aspect of this project is that home construction will have brick, stone and masonry façade in accordance

with current city standards. The developer's application alludes to the creation of a Homeowner's Association. Roadway access into the subdivision will be from a boulevard/collector road off of FM 2004 that aligns with 30<sup>th</sup> Avenue North. One important component is that in a future section there is an opportunity to align and connect to a future road that is part of a planned subdivision to the east of the project. Ultimately this roadway connection will provide good access and circulation through this subdivision and the future subdivision. Water and sewer are readily available. Drainage of the development will be directly into the adjacent GCDD #2 channel. The Planning Board reviewed this request at their September 21 meeting and is recommending approval. City staff has reviewed the project and has no objection to approval. After Mr. Kneupper's presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** There were no questions for the developer and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** There were no additional comments or discussion and **a motion was made by Gary Potter/Thelma Bowie to approve the rezoning request. All members present voted aye.**

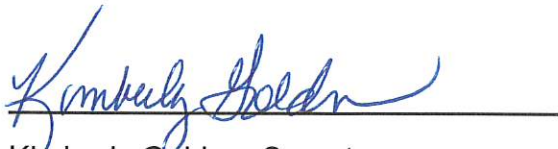
**ITEM NO. 2 Broadreach Power requests to rezone from "A" (Single-Family Residential) to "F" (Light Industrial" to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34<sup>th</sup> Street, Texas City, TX. (Action)**

Mr. Kneupper provided the background information for this rezoning request. The applicant, Broad Reach Power intends to install Battery Energy Storage Systems (BESS) to improve local electrical grid reliability. There will be approximately 30 individual units, with each unit being similar in appearance to a 20 foot long shipping container with the battery storage modules. To be able to utilize the property in this manner, a zone change is needed from the current Single-Family Residential to Light Industrial. The requested zoning is in accordance with the City's adopted Land Use Plan. City water and sewer are readily available, but the only need is for water for fire protection. For drainage, the applicant will coordinate with Public Works to properly outfall into the adjacent channel. Primary access for this property will be from 34<sup>th</sup> Street – more than likely they will use the existing driveway constructed with the recent BRP facility. Once installed, the BESS will need little attention and maintenance. Mr. Kneupper informed board members that although the property is located in the 0.2% annual flood chance area, there is no need for elevation. City staff has no objections to the rezoning request. Mr. Kneupper also mentioned that during site plan and development there were concerns about the applicant just walking away from the project to which a Decommissioning Bond was created and put in place. After Mr. Kneupper's presentation, **a motion was made by Thelma Bowie/Aric Owens to open the Public Hearing. All members present voted aye.** Mr. Aric Owens asked what would prevent one of the containers from leaking. Mr. Brian Yarbrough stated that they use the guidance of electrical standards and National Fire Protection Association (NFPA) for primary and secondary containers. Lithium ion batteries are being used for this project and any type of emission would be a vapor, which is sealed in the container. He added that if there were to be a Thermal Runaway Event, then that would have to be contained by a trained specialized fire unit. They are not expecting to have any emissions leak out the primary or secondary containers. Chairman O'Brien then asked about fire suppression to

which Mr. Yarbrough stated that the sites are remotely monitored 24/7 and they also have smoke and carbon monoxide detection inside each one of the units, as well as an aerosol or dry powder fire suppression built into every battery. These have been NFPA approved and tested to UL standards. There were no other questions for the applicant and **a motion was then made by Gary Potter/Thelma Bowie to close the Public Hearing. All members present voted aye.** There were no additional comments or discussion and **a motion was made by Aric Owens/Thelma Bowie to approve the rezoning request. All members present voted aye.**

**ITEM NO. 3 Other business.**

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

A handwritten signature in blue ink, reading "Kimberly Golden", is written over a horizontal line.

Kimberly Golden, Secretary

**CITY COMMISSION REGULAR MTG**

(a)

**Meeting Date:** 11/03/2021

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

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on the request from Land Tejas to amend the Lao 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**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

(b)

**Meeting Date:** 11/03/2021

Preliminary Zoning Approval - Broad Reach Power

**Submitted For:** Kim Golden, Transportation and Planning

**Submitted By:** Veronica Carreon, Inspections

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on the request from Broadreach Power to rezone from "A" (Single-Family Residential) to "F" (Light Industrial) to allow for a Battery Energy Storage System. Being a portion of all that certain remainder of Lot 2A in the Highway 146 Business Park. Located in the 500 block of 34<sup>th</sup> Street, Texas City, TX. (Action)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(10) (a)**

**Meeting Date:** 11/03/2021

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for October 20, 2021 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, OCTOBER 20, 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 20, 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 5:01 p.m. by Mayor Dedrick D. Johnson, Sr.

1. ROLL CALL

Present: Dedrick Johnson, Mayor  
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem  
Kevin Yackly, Commissioner At-Large  
Keith Henry, Commissioner District 1  
Felix Herrera, Commissioner District 2  
Jami Clark, Commissioner District 4

Absent: Dorthea Jones Pointer, Commissioner District 3

2. INVOCATION

Led by Rev. Chon Pugh of Memorial Lutheran/ First Presbyterian Church.

3. PLEDGE OF ALLEGIANCE

Led by Mayor Dedrick D. Johnson, Sr.

4. PROCLAMATIONS AND PRESENTATIONS

a. Physical Therapy Month

Accepted by Sharon Deshotel, a Physical Therapist.

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.

The Public Hearing and Preliminary Zoning Approval were moved to the November 3rd Meeting.

Motion by Mayor Dedrick Johnson, Seconded by Commissioner District 2 Felix Herrera to open the Public Hearing and move it to the November 3rd Meeting.

**Vote: 6 - 0 CARRIED**

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.

Motion by Mayor Dedrick Johnson, Seconded by Commissioner District 2 Felix Herrera to open the Preliminary Zoning Request and move it to the November 3rd Meeting.

**Vote: 6 - 0 CARRIED**

7. PUBLIC COMMENTS

There were none.

8. CONSENT AGENDA

Motioned by Commissioner Jami Clark, seconded by Commissioner Kevin Yackly, to approve Consent Agenda items a, c, e, f, g, h, i, j, k, l, m, n, o, and p.

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

**Vote: 6 - 0 CARRIED**

- 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)

Commissioner Kevin Yackly questioned why gift certificates from local businesses aren't given to City employees instead of a Visa gift card?

Jon Branson, Executive Director of Management Services, explained that this Visa gift card can be used at any business in Texas City that accepts Visa.

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

**Vote: 6 - 0 CARRIED**

- 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)

**Vote: 6 - 0 CARRIED**

- 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)

Pulled by Mayor Johnson.

Jack Haralson, Public Works Director, stated that this piece of equipment has about 4300 hours of work on it. It is time to replace this machinery and resell the old one at cost.

Rhomari Leigh, City Secretary, explained that in the Agenda Items background information, there was a number discrepancy that was corrected 2 hrs prior to the meeting. The Resolution reflects the corrected purchasing price.

Motion by Commissioner District 1 Keith Henry, Seconded by Commissioner District 4 Jami Clark

**Vote:** 6 - 0 CARRIED

- 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)

**Vote:** 6 - 0 CARRIED

- 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)

**Vote:** 6 - 0 CARRIED

- 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)

**Vote:** 6 - 0 CARRIED

- 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)

**Vote:** 6 - 0 CARRIED

- 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)

**Vote:** 6 - 0 CARRIED

- 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)

**Vote:** 6 - 0 CARRIED

- 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)

**Vote: 6 - 0 CARRIED**

- I. 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)

**Vote: 6 - 0 CARRIED**

- 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)

**Vote: 6 - 0 CARRIED**

- 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)

**Vote: 6 - 0 CARRIED**

- 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)

**Vote: 6 - 0 CARRIED**

- 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)

**Vote: 6 - 0 CARRIED**

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)

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

**Vote: 6 - 0 CARRIED**

- 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)

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

**Vote: 6 - 0 CARRIED**

10. COMMISSIONERS' COMMENTS

Commissioner Keith Henry & Commissioner Felix Hererra stated " Go 'Stros!"

Commissioner Yackly questioned if the City would mandate vaccinations?  
Mayor Johnson responded "no."

STAFF COMMENTS

Jack Haralson, Public Works Director, gave kudos to Wayne Solomon for his outstanding customer service and willingness to help citizens.

Dennis Harris, Recreation & Tourism Director, stated that the City's Hallopalooza will be held on 10/30 beginning at 1pm.

Luke Alvey, Library Director, stated that the Library will reopen its Monday evening hours.

Darcie Valenzuela, Marketing Coordinator, stated that Touch-a-Truck will be held on 10/23.

11. MAYOR'S COMMENTS

Mayor Johnson introduced and welcomed Kim Golden, the new City Engineer, to the City of Texas City.

Mayor Johnson also stated that a new initiative titled " Conversations with Mayor Johnson" kicks off on Thursday, October 21st. These conversations will take place one Thursday a month at various Texas City facilities.

12. ADJOURNMENT

Having no further business, Commissioner Jami Clark made a MOTION to ADJOURN at 5:26 p.m.; the motion was SECONDED by Commissioner Thelma Bowie. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:

**CITY COMMISSION REGULAR MTG**

**(10) (b)**

**Meeting Date:** 11/03/2021

Engineering Services For The City Of Texas City Water Line Replacement Project - Phase 19

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and execute and engineering agreement with ARKK Engineer, LLC. for the Water Line Replacement Project - Phase 19.

**BACKGROUND**

ARKK Engineers, LLC. has submitted an Agreement for Services for the engineering services for the Water Line Replacement Project - Phase 19 totaling \$207,025.00.

A copy of the agreement is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute an Agreement for Services with ARKK Engineers, LLC. for the Water Line Replacement Project - Phase 19 for the engineering services from the design phase through all construction phases. It is further recommended that the Mayor be authorized to execute change orders, not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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THE STATE OF TEXAS

COUNTY OF GALVESTON

### AGREEMENT FOR SERVICES

This Agreement entered into as of the \_\_\_\_ day of \_\_\_\_\_, A.D., 2021, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

#### WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Water Line Replacement Project – Phase 19**" ("Project").

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of \$207,025.00 for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.

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

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC  
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.  
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_  
DIRECTOR OF FINANCE



October 13, 2021

Mr. Corbin Ballast  
Director of Utilities  
City of Texas City  
911 Highway 146 North  
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's  
**"Water Line Replacement Project – Phase 19"**.

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Water Line Replacement and Rehabilitation Program. The proposal is based on our understanding of the project as discussed in our meetings and conversations with City staff. This phase consists of providing engineering design and construction phase services for the replacement of water lines at various locations throughout the City. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

#### **GENERAL OVERVIEW**

The City of Texas City's water distribution system includes 224 miles of pipe (does not include the new developments on Highway 3 and Lago Mar). Approximately 403,790 L.F. (77 miles) of water lines at various locations throughout the City have been replaced to date (including on-going Phase 18) as part of this Waterline Replacement Program and the 2001 Bond Program. Phase 18 of this Water Line Replacement Program is currently under construction and should be complete by December 2021. This Phase 19 Waterline Replacement Project is a continuation of this program. The water lines selected for replacement have been identified and provided by City staff based on on-going maintenance efforts; deteriorated water lines; recommendations from a modeling study performed previously; problem lines, and may include lines not replaced as part of previous projects.

The budget allocated for the Water Line Replacement Project – Phase 19 is \$1.5 million, which includes construction costs, engineering, construction phase services, and other costs. Based on preliminary cost estimates prepared by ARKK, approximately 17,000 L.F. of water lines can be replaced as part of this phase. The estimated construction cost to perform the work is approximately \$1,300,000, which includes the water line replacement, service line replacement (to the right-of-way/easement line), and associated work. Based on updated construction costs

developed by ARKK during the design phase, ARKK may include design of additional areas that may be included as an add alternate to this bid package. This add alternate will be added to the project if competitive bids are received from the contractors and adequate budget is available.

As performed previously, the design documents for the water line replacements will consist of specifications and schematic layout maps that will be utilized for the drawings portion of the construction documents (in lieu of obtaining detailed topographic surveys). City of Texas City's GIS drawings will be utilized in the preparation of the schematic maps. ARKK staff will conduct site visits to the project areas and gather additional information to aid with the design and include pertinent information in the bid documents. If it is determined that more detailed information will be required for any of these project areas, then authorization to perform additional survey work will be obtained from the City and a separate proposal will be submitted to the City. To this end, a geotechnical investigation of the soil conditions in the water line areas will not be performed. Geotechnical data from the recently completed projects in the vicinity (if available) will be utilized to aid with the design. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

As requested by the City, ARKK will provide one (1) project site representative to observe the construction of both the proposed Water Line Replacement Project - Phase 19 and the Sanitary Sewer Rehabilitation Project – Phase 21. To facilitate utilizing one project site representative for both the projects, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. Due to multiple contractors performing construction activities, the site representative will not be present at multiple sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the water line replacement project is 240 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if construction on both the projects does not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as other services necessary to support the project. The proposal is separated into Basic Services and Special Services.

## **SCOPE OF SERVICES**

### **I. DESIGN PHASE SERVICES**

#### **A. Basic Services - Design Phase**

- Obtain private and public utility information, where appropriate.

- Perform field reconnaissance of the water line locations areas to obtain information on surface features and other information that would impact construction. The information gathered from the field visit will be included in the schematic layout drawings that would aid the design efforts. A detailed topographic survey of all project areas is not part of this scope.
- Meet with City to discuss and finalize design criteria and acquire pertinent information regarding the Project.
- Coordinate with the City during the design phase.
- The design shall include the water lines identified by the City that can be replaced with the available construction budget. ARKK will update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Coordinate with other governmental entities, which may be impacted by the project.
- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

## **B. Special Services - Design Phase**

### **1. Reproduction**

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

## 2. Miscellaneous Services

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

## II. **BID PHASE SERVICES**

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare project addendums as necessary.
- Conduct a pre-bid conference for prospective bidders.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

## III. CONSTRUCTION PHASE SERVICES

### A. **Basic Services – Construction Administration Phase**

- Prepare four sets of contracts for execution by the successful bidder.
- Review and submit the contract documents to City for execution.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.

- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

## **B. Special Services – Construction Phase**

### **1. Construction Observation Services:**

- Provide a site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities. The anticipated construction contract duration for the project is estimated to be 240 calendar days. The construction observation budget is based on providing a

project site representative an average of 20 hours/week for 240 calendar days (in conjunction with the Sanitary Sewer Rehabilitation Project – Phase 21).

- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The site representative(s) will be on site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The site representative will aid in the coordination of activities of the testing laboratory.
- The site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety

precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- The site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

**1. Construction Materials Testing:**

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

**FEE**

The fees for the services are as follows:

Design Phase: Lump Sum Amount of:	\$93,450.00
Reproduction Budget: Lump Sum Amount of:	\$ 750.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Bid Phase Services: Lump Sum Amount of:	\$1,750.00
Construction Administration Services: Lump Sum Amount of:	\$23,375.00
*Construction Materials Testing Budget: Cost plus 10%:	\$2,750.00
*Construction Observation Services: Hourly and cost plus 10%:	<u>\$79,950.00</u>
<b>Total All Services</b>	<b>\$207,025.00</b>

\*At this time the magnitude of these tasks are not known. Therefore, budgetary amounts are provided. These figures may increase or decrease based on the actual work required. If an increase is necessary, it can be accomplished by utilizing available funds from other line items that have underrun, or by contract amendment.

The construction observation budget fee includes hourly costs for an on-site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

## ATTACHMENT "B"

### INSURANCE LIMITS

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

**RESOLUTION NO. 21-094**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE WATER LINE REPLACEMENT PROJECT – PHASE 19; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Water Line Replacement Project – Phase 19; and

**WHEREAS**, ARKK Engineers, LLC, has submitted an Agreement for Service of the Water Line Replacement Project – Phase 19; and

**WHEREAS**, the cost for the Engineering Service Agreement is approximately \$207,025.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Water Line Replacement Project – Phase 19.

**SECTION 2:** That the Mayor is hereby authorized to execute the Agreement for Service with ARKK Engineers, LLC, and execute change orders not to exceed 25.0 % of the total amount, in the form attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 3rd day of November 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(10) (c)**

**Meeting Date:** 11/03/2021

Engineering Services For The City Of Texas City Sanitary Sewer Rehabilitation Project - Phase 21

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve the execution of an Engineering Service Agreement with ARKK Engineers, LLC. for the Sanitary Sewer Rehabilitation Project - Phase 21.

**BACKGROUND**

ARKK Engineers, LLC. has submitted an Agreement For Services, for the Sanitary Sewer Rehabilitation Project - Phase 21, for the total sum of \$230,625.00. This includes, design phase, bid phase, construction administration services, construction materials testing, construction observation, and construction evaluation services.

A copy of this agreement is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC. on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve any change orders, not to exceed 25% of the total amount, without taking the matter before Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

---

THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_\_ day of \_\_\_\_\_, A.D., 2021, by and between ARKK Engineers, LLC ("Consultant"), and the City of Texas City, Texas, ("Client").

**WITNESSETH:**

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Sanitary Sewer Rehabilitation Project - Phase 21**" ("Project").

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

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.
3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The

*Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.

5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of \$230,625 for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts

or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC  
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.  
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_

DIRECTOR OF FINANCE



## ATTACHMENT "A"

October 13, 2021

Mr. Corbin Ballast  
Director of Utilities  
City of Texas City  
911 Highway 146 North  
Texas City, Texas 77590

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's  
**"Sanitary Sewer Rehabilitation Project – Phase 21"**.

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Sanitary Sewer Rehabilitation Program. The proposal is based on our understanding of the project as discussed with City staff. This phase consists of providing engineering design services and the preparation of bid documents for the rehabilitation of sanitary sewer lines at various locations throughout the City, and for providing construction phase services. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

### **GENERAL OVERVIEW**

The Sanitary Sewer Rehabilitation Project – Phase 21 project is a continuation of an ongoing program underway in the City of Texas City (City). Phase 20 of this Sanitary Sewer Rehabilitation Program is currently under construction. Approximately 488,100 L.F. of sanitary sewer lines (approximately 93 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program (including on-going Phase 20 Project that is currently under construction).

This proposal includes providing engineering design and construction phase services for the rehabilitation of existing sanitary sewers at various locations throughout the City. The sanitary sewers identified for rehabilitation will be identified and provided by City staff based on on-going maintenance efforts; known deteriorated sewer lines; rehabilitation of selected sanitary sewer lines identified from the SSES Study (City's SSO Initiative Agreement); problem lines, and lines not replaced as part of previous projects.

The project budget allocated for the Sanitary Sewer Rehabilitation Phase 21 Project is \$1.5 million, which includes construction costs, engineering, construction phase services and other costs.

Based on a preliminary cost estimate prepared by ARKK, it is estimated that approximately 19,800 L.F. of 4" through 12" sanitary sewers can be rehabilitated as part of this phase. This project also includes the in-situ rehabilitation of approximately 1,270 L.F. of 8-inch force main from Lift Station No. 18 that ties into a sanitary sewer manhole at South Willow Street. The estimated construction cost to perform this work is approximately \$1,270,000 which includes the sanitary line rehabilitation, force main rehabilitation/replacement, manhole rehabilitation, service line replacement (to the right of way), and associated work. Based on updated construction costs developed by ARKK during the design phase, ARKK may include rehabilitation design of additional sanitary sewer lines that may be included as an add alternate to this bid package. This add alternate will be added to the project if competitive bids are received from rehabilitation contractors and adequate budget is available.

As performed previously, the design documents for the sanitary sewer rehabilitation project will consist of schematic drawings and specifications with bid items. Schematic layout maps will be prepared and utilized for the drawings portion of the construction documents in lieu of obtaining detailed topographic surveys. City of Texas City's GIS drawings will be utilized in the preparation of the schematic maps. ARKK staff will conduct site visits to accessible areas and gather additional information to aid with the design and include pertinent information in the bid documents.

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the Sanitary Sewer Rehabilitation Project – Phase 21 and the proposed Water Line Replacement Project – Phase 19. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts during the same time frame. This will allow utilizing one project site representative for both projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the Sanitary Sewer Rehabilitation Project – Phase 21 is 240 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if constructions on both the projects do not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services. Geotechnical investigation will not be performed for this project. Geotechnical data from the recently completed projects in the

vicinity (if available) will be utilized to aid with the design. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

## ***SCOPE OF SERVICES***

### **I. DESIGN PHASE**

#### ***A. Design Services***

- Obtain utility information on the sanitary sewer lines designated for rehabilitation.
- Obtain any available record drawings on sanitary sewer lines designated for rehabilitation from the City.
- Meet with City Staff to discuss and finalize sanitary sewer segments and obtain additional information on maintenance issues.
- Perform field visits of the sanitary sewer line locations to gather information on surface features and other information that would aid with the design. Information gathered from the field visit may be used to aid with the design efforts and if required, will be included on the schematic layout drawings. Topographic survey of the project areas is not part of this scope and will not be performed for this project.
- Perform general manhole inspections on the sewer lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes.
- Review and evaluate manhole inspection data gathered from the field visits and recommend suitable rehabilitation methods. Manholes that cannot be accessed during the design phase will either be uncovered by City personnel during the design phase or by the construction contractor during the construction phase.
- Coordinate with the City during the design phase.
- The design shall include the sanitary sewers identified by the City that can be rehabilitated with the available construction budget. ARKK will endeavor to update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide draft sets of plans and specifications for review and comments.

- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way areas (SH 146) and apply for approval for utility improvements within their right-of-way.
- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Incorporate appropriate comments from the City into the final bid documents.
- Coordinate and submit plan drawings to the utility companies for review and comments.
- Incorporate comments into the bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review.
- Prepare final cost estimate for the project.
- Furnish two (2) sets of plans and specifications for each construction package to the City.

#### ***B. Special Services –Design Phase***

##### **1. Reproduction**

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

##### **2. Miscellaneous Services**

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

#### **II. BID PHASE SERVICES**

- Assist the City in obtaining bids for the project. The City of Texas City will arrange for the newspaper advertisement and will absorb the related advertising costs charged by

the local newspaper. ARKK will assist the City in developing the wording of the advertisement.

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

### **III. CONSTRUCTION PHASE SERVICES**

#### ***A. Basic Services - Construction Administration Services:***

- Prepare four sets of contracts for execution by the successful bidder.
- Review and submit the contract documents to City for execution.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.

- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide a record drawing set based on Contractor's provided red line marked up as-built drawings.

## ***B. Special Services – Construction Phase***

### **1. Construction Evaluation Services:**

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 19,800 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor's pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate the rehabilitation efforts with the construction Contractor.

- Review post-rehabilitation television inspection data of approximately 19,800 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.
- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

## **2. Construction Observation Services:**

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site an average of 22 hours per week during the duration of active construction. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.

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

### **3. Construction Materials Testing:**

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

**FEE**

The fees for the services are as follows:

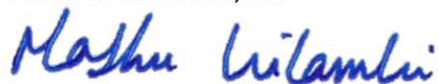
Design Services: Lump Sum amount of:	\$93,425.00
Reproduction: lump sum amount of:	\$750.00
Bid Phase: lump sum amount of:	\$1,750.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Construction Administration Services: lump sum amount of:	\$ 23,375.00
*Construction Materials Testing Budget: Cost plus 10%:	\$ 2,000.00
*Construction Observation: Hourly and cost plus 10%:	\$79,950.00
Construction Evaluation Services: lump sum amount of:	<u>\$24,375.00</u>
<b>Total Fee</b>	<b>\$230,625.00</b>

The anticipated construction contract duration for the project is estimated to be 240 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 240 calendar days (in conjunction with the Water Line Replacement Phase 19 Project). The fee includes hourly costs for a project site representative, and vehicle charge of \$35/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

## ATTACHMENT "B"

### INSURANCE LIMITS

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

**RESOLUTION NO. 21-095**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR THE SANITARY SEWER REHABILITATION PROJECT – PHASE 21; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Sanitary Sewer Rehabilitation Project – Phase 21; and

**WHEREAS**, ARKK Engineers, LLC, has submitted an Agreement for Service of the Sanitary Sewer Rehabilitation Project – Phase 21; and

**WHEREAS**, the cost for the Engineering Service Agreement is approximately \$230,625.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Sanitary Sewer Rehabilitation Project – Phase 21.

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

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

**PASSED AND ADOPTED this 3rd day of November 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(10) (d)**

**Meeting Date:** 11/03/2021

to adapt the old SWAT mobile command post into the Hostage Negotiation Team command post

**Submitted For:** Joseph Stanton, Mayor's Office

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** Police Department

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**Information**

**ACTION REQUEST (Brief Summary)**

approving the attached quote to adapt the old SWAT mobile command post into the Hostage Negotiation Team command post

**BACKGROUND**

the attached quote was approved in the 2021-2022 budget. Laura Boyd has placed the money in a line item for our budget. The quote is to pay the company to adapt the old SWAT mobile command post into the Hostage Negotiation Team command post.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A

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Model: **HNT Conversion**

5/25/21

**Bill to Address**

**Ship to Address**

Same as Billing

**Customer Name:** Texas City Police Department  
**Address:** 9th Ave N  
**City:** Texas City **ST:** TX **Zip:** 77590  
**Quote #:** JJ210525A  
**PO #:**

**Customer Name:** Texas City Police Department  
**Address:** 9th Ave N  
**City:** Texas City **ST:** TX **Zip:** 77590  
**Contact Name:** Capt. Rex Spotted Bear  
**Phone #:** 409-502-8871  
**Email:** [rspottedbear@texascitytx.gov](mailto:rspottedbear@texascitytx.gov)

- Signed PO     Signed Drawings     Signed Quote  
 Chassis Invoice     Any misc. documents pertinent to order  
 Handwritten Order

**Ship VIA:**

<b>Body Price:</b>	70,676.00
<b>Freight:</b>	0.00
<b>Chassis Price:</b>	
<b>Total Price:</b>	<b>\$70,676.00</b>

**Salesman Name:** Jeremy Johnson

**TAG Plant:** TAG D

**Chassis Specifications**

**Year, Make, & Model:** Ford E450    **GVWR:** 14,050  
**Wheelbase:** 158"    **CA:** 100"    **Frame Width:** 42"    **Engine:** gas  
**VIN#:**     Drop Ship Chassis     Bought Chassis  
**Chassis ETA:**    **Dealer Name:**

**General Specifications**

<b>Base Body:</b>	Supreme body IA15084096
<b>Negotiation Room</b>	Permently seal back doors. Install plywood over back wall to make surface smooth. Cut down side benches to approx. 78" to fit into room. Lower backrest on wall (this may make it more difficult to hold seat cushions up). Build a bulkhead approx. 78" from back wall with a sliding pocket door. Cover walls and ceiling with gray carpet for sound deadening.
<b>HVAC</b>	Install a 13,500 btu cool and 55600 btu heat HVAC unit in the center of the ceiling of the negotiation room.
<b>Table</b>	Install a 48" long 36" high table against the back wall. Table should have fold down sides to assist in getting in and out.
<b>Cabinets</b>	Install 16" h x 12" deep upper cabinets with fold up doors on each side of room. The cabinets will be installed against the ceiling.
<b>White boards</b>	Install (3) 60" x 36" white boards in negotiation room. One on each side wall below cabinets and one on back wall just above the table.
<b>Phone Jack</b>	Install an interior/exterior phone jack in back wall directly under table. This is a phone jack only and P.D. must supply phone and equipment. Type of phone jack will be determined by current equipment.
<b>Intelligence Room</b>	Remove existing engine driven HVAC system including secondary compressor, condensor and evaporator. Remove existing cabinets in front of body.
<b>Carpet</b>	Cover walls and ceiling with gray carpet for sound dampening. This includes side door pocket
<b>Work stations</b>	Install a two person workstation on streetside starting at bulkhead wall. Install a laminated work top 24" deep x 30" high for two people. In stall a two drawer cabinet under work top in the center. Directly behind work top install a 18"w x 24" d x80" high single door cabinet with 4 adjustable shelves. Install 16" x 12" deep cabinet with fold up doors over work stations. Include (2) rollers chairs.
<b>HVAC</b>	Install a 13,500 btu cool and 55600 btu heat HVAC unit in the center of the ceiling of the intelligence room.
<b>Power and Wiring</b>	Note: 120 volt power will only work with generator working. All non-OEM 12 volt circuits will be connected to auxillary batteries.

<b>Generator</b>	Install a Onan 7K gas generator with remote start, hour meter and battery charger. Install in under body compartment on the streetside just in front of rear wheels
<b>Invertor</b>	Orion-Tr smart charger with auxilliary batteries and seperator. Install auxillary batteries in external box on streetside behind rear tires. Connect smart charger with land line through existing auto-eject.
<b>Power center</b>	Install a (8) breaker load center with breakers in the cabinet on the streetside near generator.
<b>120 power &amp; Outlets</b>	Breaker 1 negotiation room A/C - Breaker 2 intelligence room A/C - breaker 3 work table - breaker 4 negotiation table - brealer 5 existing outside outlet - breaker 6 outlet in cabinet - breaker 7 outlets on streetside wall for future table and refridgerator - breaker 8 open
<b>Wire Troughs</b>	Run two wire troughs from negotiation table throught cabinet to front work stations. One trough will be for 120 volt and one will be for electronics.
<b>Outlets &amp; USB</b>	Install (2) dual outlets with USB on work top. Install (2) dual outlets with USB on top of negotiation table. Install (1) dual outlet in cabinet. Install (1) dual outlet on back wall above negotiation table. Install (2) dual outlets on streetside wall behind stepwell. One for future refridgerator and one for future fold down desk. Re-Install outside outlets.
<b>Monitor - Chargers</b>	Install two wall mount monitors at the front work stations. Each work station will have a secure docking station for a laptop.
<b>IT wiring</b>	Run HDMI and CAT6 from each monitor and laptop station to rear negotiation table
<b>Lighting</b>	Install (2) 48" LED dimmable light bars on each side of the A/C in the front compartment. Light will have switch by side door. Install (2) LED dimmable light bars on each side of the A/C in the rear compartment with switch by the sliding door. Install (2) 24" LED dimmable light bars under upper cabinets over work stations with switch at the work station.
<b>Radio</b>	Re-intall existing radio on front wall over work station
<b>Exterior - Camera</b>	Install a back up camera with color monitor
<b>Emergency &amp; Scene Lights</b>	Remove existing scene and emergency lights and replace with similar size LED lights. Install new lights in same locations so that the same wires can be used.
<b>50" Smart Board TV</b>	Install a 50" Smartboard television
<b>Relief Area</b>	Install a beverage counter wirectly behind stepwell with a mini freidge mounted underneath.
<b>Fold Down Desk</b>	Install a fold down desk from wall directly in front of bulkhead on the curbside.
<b>Upper Cabinets</b>	Install 16" h x 12" deep upper cabinets with fold up doors on the curbside wall against the ceiling. Run cabinets from door pocket to bulkhea.
<b>Electric Awning</b>	Install a 14" 12 volt electric awning on the curbside of the body.

Thank you for considering The Armored Group!

Jeremy Johnson  
Global Fleet Manager/Tactical Vehicle Specialist  
Office: (602) 840-2271  
Cell: (817) 291-4956  
Fax: (602) 840-6162  
Email: [jeremy@armoredcars.com](mailto:jeremy@armoredcars.com)

State and/or Federal taxes may be applicable at time of invoicing.

**All prices are firm for 30 days from date of quotation.**

**Prices will be reviewed and are subject to revision after this date.**

**Payment terms are 50% down and balance due prior to shipment unless prior credit arrangements have been made.**

Order Acceptance By: \_\_\_\_\_  
Texas City Police Department

Date: \_\_\_\_\_

**CITY COMMISSION REGULAR MTG**

**(10) (e)**

**Meeting Date:** 11/03/2021

Articulated Telescopic Loader BuyBoard Purchase

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approval of the purchase and delivery of an articulated telescopic loader for the Waste Water Treatment Plant.

**BACKGROUND**

This purchase is funded from the 2021 / 2022 Budget for the Waste Water Treatment Plant in the amount of \$120,221.45. A BuyBoard quote and complete specifications from EKA are attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the BuyBoard purchase to EKA Government Sales Experts for the purchase price of \$120,221.45

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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**EKA**

P.O. Box 932 • Grayson, GA 30017-0018  
 770.498.9316 • 866.498.9316 • 770.498.9318 (fax)  
 EKA**Sales.com**



# Customer Quote

EKA Quote #	Date	Quote valid until:
10329	5/11/2021	6/10/2021

Name / Address	
City of Texas City 1801 9th Ave N Texas City, TX 77592 raven@texascitytx.gov Ronnie Aven 409-682-6838	
Solicitation number	BuyBoard Quote

Delivery Address
City of Texas City 1801 9th Ave N Texas City, TX 77592

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
earle@ckasales.com	597-19	Net 30 via EFT or check	Destination	Monk JCB

Item / Description	Qty	Price Each	Total
320C JCB TM320: Articulated Telescopic Loader (Construction) Tier 4 Final INCLUDES:Tier 4 Final JCB EcoMAX turbo intercooled, 125 hp. Dual element aircleaner, spin-on fuel filter, fuel/water separator, thermo start assist, anti-freeze protection. JCB 4 speed autoshift transmission, Powershift direction change, 24 mph travel speed, 12 inch torque converter, transmission disconnect on foot brake. Brakes: Internal mounted inboard on front axle, multi disc, oil immersed, servo assisted hydraulic actuation, self adjusting, independent disc type parking brake with brake on alarm and transmission disconnect. Electrics: 12 volt, IP 67 water and dust resistant connectors with numerical coded wiring, 80 amp alternator with heavy duty low maintenance battery at 900CCA. Instruments: Audible and visual warning system, tachometer, hourmeter, fuel gauge, coolant temp gauge, warning lights for battery charge, air cleaner restriction, engine oil pressure, engine coolant temp, trans oil pressure, parking brake, lift-extend and tilt on single lever control. Cab: Meets SAE J231 FOPS/SAE J1040 ROPS requirements, air suspension seat with seat belt, tilt steering column, air conditioning and heater with defroster vent system, windshield wipers and washers for front/rear and roof glass, rear view mirror, front worklights, horn, in cab storage, reverse alarm meets SAE J994, operators manual, deluxe mirrors. Left Hand Cloumn F-N-R Stalk; Standard External Mirrors; Front and Rear Sun Blinds; Interior Light Aux Pressure Relief Switch; Standard Reverse Alarm; Halogen Worklights (2 Front /2 Rear); Rear Recovery Hitch. Hydraulics: Cab Mounted Single lever Servo joystick with ""loader"" pattern control proportional boom extend and auxiliary functions, Piston Pump load sensing system with 37 GPM, single auxiliary hydraulic service. Includes pressure release. Loader: Two section, 17ft 1in lift height with hydraulic parallel lift, 6390 lbs maximum lift capacity. With hydraulic boom suspension. LiveLink: Five year subscription allows for enhanced machine security, improved service monitoring, and modernized fleet control. Warranty: 2 Yr / 2000Hr Full Standard Warranty. 406A172 MICHELIN BIBLOAD 460/70 R24 406B124 CAB WITH AIR CON - FULL ROPS/FOPS 406C004 Q-FIT QUICKHITCH - NORTH AMER ICA 406D200 STANDARD DIFFERENTIAL MAXTRAC AXLES 406E001 SINGLE AUXILIARY - Q-FIT 406F257 OPERATOR MANUAL	1	120,221.45	120,221.45

**Total**

EKA

P.O. Box 932 • Grayson, GA 30017-0018  
770.498.9316 • 866.498.9316 • 770.498.9318 (fax)  
EKA**Sales.com**



# Customer Quote

EKA Quote #	Date	Quote valid until:
10329	5/11/2021	6/10/2021

Name / Address	
City of Texas City 1801 9th Ave N Texas City, TX 77592 raven@texascitytx.gov Ronnie Aven 409-682-6838	
Solicitation number	BuyBoard Quote

Delivery Address
City of Texas City 1801 9th Ave N Texas City, TX 77592

EKA Quote Contact	Contract Number	Payment Terms	F.O.B. terms	Dealer
earle@ckasales.com	597-19	Net 30 via EFT or check	Destination	Monk JCB

Item / Description	Qty	Price Each	Total
406H006 PALLET FORK - 48 INCH FOR Q-FIT QUICKHITCH 406P001 SMOOTH RIDE SYSTEM 406H015 1.0M3 GP SHOVEL AND TOEPLATE FOR Q-FIT QUICKHITCH  Includes delivery and machine orientation  Local Dealer: Monk JCB 11211 North Fwy Houston, TX 77037  Delivery Time: 210-240 days ARO			

DUNS: 07-594-9644; TIN: 58-1328598; Cage Code: 2Y851. We appreciate the opportunity to serve your government business needs.	<b>Total</b> <span style="float: right;"><b>\$120,221.45</b></span>
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## JCB Certificate Of Warranty



Subject to the following provisions JCB and the Dealer shall as their sole warranty make good, or cause to be made good by repair or replacement (at JCB's option), free of charge to the buyer at the premises of the Dealer; any defects in JCB's products arising in JCB's opinion, from faulty material or workmanship which shall become apparent within the warranty period (as hereinafter defined).

### I. General

(a) This warranty applies only when the JCB product is maintained and operated under normal conditions and serviced according to JCB specifications and recommendations. This warranty does not extend to failures, defects or damage subsequently attributed to wear and tear, improper adjustment, neglect, misuse, operation beyond rated or recommended capacity, alterations or specifications, accident, use of lubricants not specified by JCB, or the use of parts or products other than those specified by JCB for required maintenance service or repair

(b) The buyer must promptly notify the authorized JCB Dealer of any claim under this warranty specifying full particulars of the alleged defect, machine serial number, the hours worked, the date the machine was delivered to the buyer and the date the alleged defect became apparent, and if the authorized JCB Dealer shall so request, the buyer shall return at his cost all defective parts to the authorized JCB Dealer

(c) This warranty shall cease if:

(i) The JCB Machine Installation Checklist found in the operators manual shall not have been returned duly completed to the Dealer from whom the applicable JCB Product was purchased, leased or placed onto a capitalized rental fleet within seven (7) days of the delivery of the JCB Product to the buyer

(ii) Any name or number plates or other identification marks on the the JCB Product shall have been removed or defaced

(d) This warranty does not extend to parts, equipment and attachments not manufactured by JCB, but JCB shall, so far as possible, pass to the Buyer the benefit of any warranty of the manufacturer of such parts, equipment and attachments

(e) Some states do not allow the exclusion or limitations of limited warranties or consequential damages, so the limitations or exclusions may not apply to you

This warranty gives you specific legal rights and you may also have other rights that vary from state to state

### I. Warranty Period

(a) The warranty period in relation to JCB Products shall be the following for machines wholesaled after January 1 st, 2007 and retailed after July 9th, 2007

(i) Machines (Backhoes, Loadalls, Articulated Dump Trucks, Articulated Loading Shovels, Rough Terrain Fork Lifts and other machines specified in JCB's Machine Price List) will have a two year or 2000 hour standard manufacture warranty.

3 year structural warranty to include Chassis, Boom, Dipper, Undercarriage, Mainframe, Masts, Loader Arms, Boom Base, Beam, Carriages, Kingpost and Carriage

(ii) Where, within the warranty period of a JCB Product, defective attachment to be replaced with a new attachment, the warranty with respect to the new attachment shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

(iii) Where, within the warranty period of a JCB Product, a defective part to be replaced with a new Part, the warranty with respect to the new Part shall not exceed the unexpired warranty portion of the warranty period of the original JCB Product

(b) The warranty period shall start:

(i) On the date of delivery to the first Buyer; or

(ii) In the case of lease or rental machines at the time when the Dealer first disposes of the JCB Product by way of lease or rental; or

(iii) In the case of machines previously used as demonstrators, upon initial sale, lease or rental of the machines or upon the reaching of 200 hours of operation, whichever shall occur first

### II Extended Warranty

JCB offers Customers the ability to purchase extended warranty for new JCB Product within the first 12 months (Fastrac only 6 months) of retail. This warranty must be registered by an authorized JCB Dealer via the Assetcare Website. The Customer must retain a copy of the Extended Warranty Certificate for their records and present it to an authorized JCB Dealer at the time of failure within the extended warranty period.

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, CONDITION OR GUARANTEE BY JCB OR THE DEALER WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR THE EXPRESS LIABILITY UNDER THIS EXPRESS WARRANTY NEITHER JCB NOR THE DEALER SHALL HAVE ANY OBLIGATION OR LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER LOSS, DAMAGE OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE SALE, LEASE, RENTAL, OR OTHERWISE USE OF JCB PRODUCTS OR RESULTING FROM ANY DEFECTS IN ANY JCB PRODUCTS.



## ARTICULATED TELESCOPIC HANDLER | TM320

Gross power: TM320: 125 hp (93 kW) | Lift capacity: 6390 lb (2898 kg) | Lift height: 17'1" (5,200 mm)



## STRENGTH YOU CAN RELY ON.

THE TM320 IS DESIGNED AND BUILT WITHOUT COMPROMISE TO PROVIDE ALL THE STRENGTH AND POWER YOU NEED IN AN ARTICULATED MACHINE.



### Proven reliability.

- 1 JCB machines are stress-tested over the equivalent of a lifetime of cycles, under the most arduous digging and dumping situations.
- 2 The centrally mounted lift, tilt and extension rams eliminate boom twisting, while centrally-mounted keyhole castings enhance the structural integrity.
- 3 JCB manufactures its own hydraulic cylinders, cabs, axles, transmissions and engines—all designed to work in perfect harmony for optimal reliability.
- 4 For long-term corrosion protection, cabs and bodywork panels are dipped in electrophoretic alloy prior to painting.



**Designed to work hard.**

- 6 A heavy-duty center joint absorbs vertical and horizontal load stress, for maximum durability and rigidity.
- 6 The boom is mounted into a heavy-duty loader tower and features an inverted-U profile and fully welded closing plates for exceptional strength.

- 7 The cast rear counterweight helps prevent impact damage. Recessed rear lights mounted above the counterweight are well protected.
- 8 Hydraulic hoses are routed within the main boom structure to guard against damage.

Wide core cooling pack with optional hydraulic reverse fan to eliminate debris build-up; the fan can be set to manual or automatic.



## THE POWER TO PERFORM.

THE TM320 IS EQUIPPED WITH THE SUPERB JCB ECOMAX ENGINE AND OFFERS 17'1" LIFT HEIGHT, 9'8" FORWARD REACH AND CLASS LEADING LIFT CAPACITY AND TEAROUT FORCE.

### JCB EcoMAX engine.

1 The JCB TM320 features the JCB EcoMAX Tier 4 Final engine with variable geometry turbo. This 4.4 liter engine delivers a massive 405 ft lb torque at low engine speeds for optimum response and improved cycle times and tractive effort.



### Traction and travel.

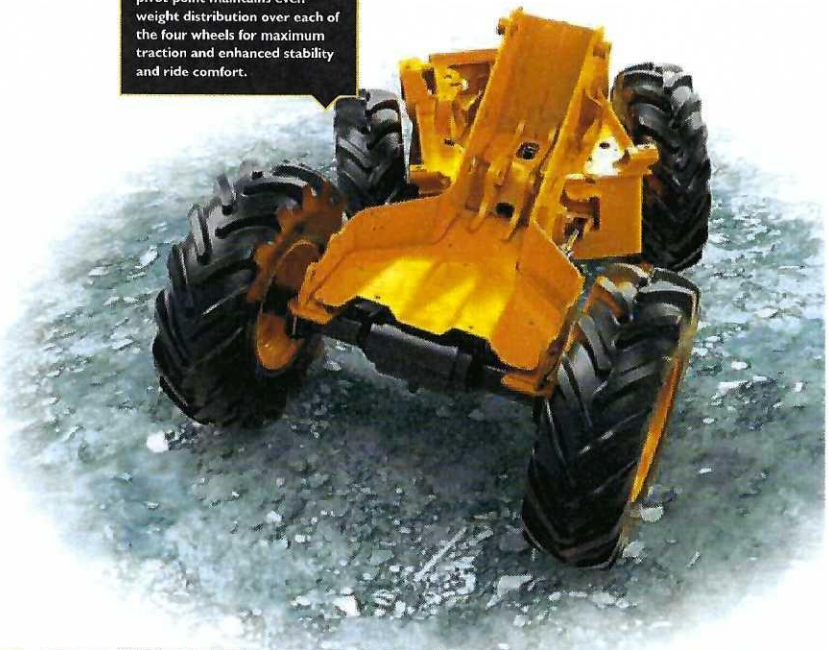
2 With 4WD as standard, and optional limited slip differential, the JCB TM320 provide exceptional traction and performance on soft, muddy ground.

3 For improved load retention, comfort and productivity, the TM320 are equipped with JCB's Smooth Ride System (SRS).

SRS can be auto-engaged while traveling at speeds exceeding 4 mph (6 kph), manually engaged via a rocker switch (with the boom in any position), or constantly activated.



A unique oscillating center-pivot point maintains even weight distribution over each of the four wheels for maximum traction and enhanced stability and ride comfort.



**Hydraulics and versatility.**

4 The ability to change flow rate on the go is perfect for straw spreader or sweeper use, while the second boom auxiliary option accommodates a wide range of twin auxiliary attachments.

5 Available LED work light packages include boom and cab-mounted forward options, and a rear-mounted hitch light, for enhanced visibility and productivity at night and in dark operating environments.

6 For easier connection to attachments and accurate placement of loads, the JCB TM320 feature side-shift functionality.

7 An optional hydraulic rear tow hitch further increases machine versatility. The tow hitch features a fold-up design to prevent impact damage and grounding when working on uneven ground.

8 The foot brake features a selectable transmission dump for superb multi-functioning control and increased engine speeds during loading or rehandling.

9 The TM320's variable flow auxiliary hydraulics are easy to use and designed to maximize productivity and efficiency. This flow sharing system, with a variable flow piston pump, allows multiple functions to be performed simultaneously.

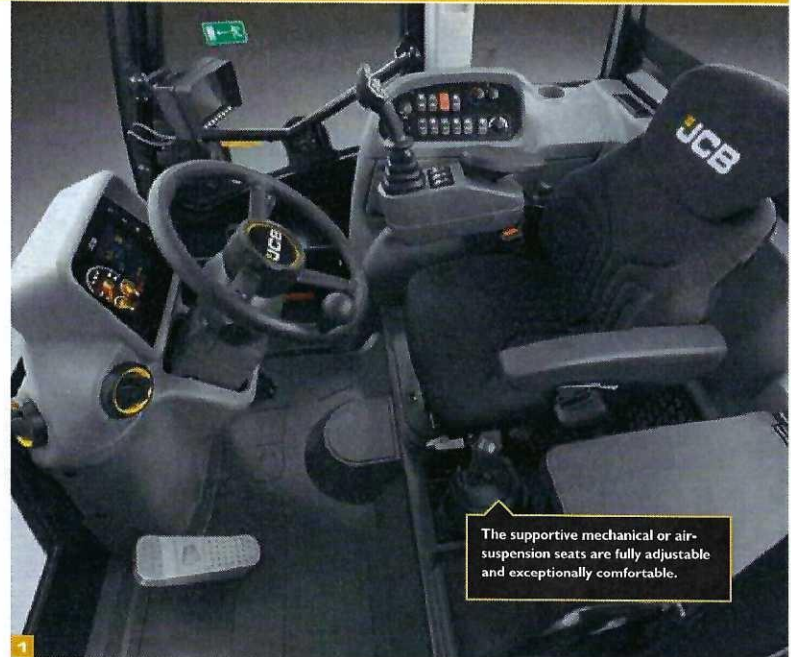


On the TM320, torque converter locking is selectable in forth, fifth and sixth gear for enhanced efficiency and productivity.



## IN CONTROL, IN COMFORT.

THE JCB TM320 IS EASY TO OPERATE—THANKS TO ERGONOMIC, INTUITIVE CONTROLS AND INTELLIGENT FEATURES—AND PROVIDE A COMFORTABLE WORKING ENVIRONMENT FOR INCREASED PRODUCTIVITY.



The supportive mechanical or air-suspension seats are fully adjustable and exceptionally comfortable.

### At your command.

- 1 From a high, centrally mounted driving position JCB TM320 operators enjoy the benefit of a low boom pivot point and large glass areas for an unobstructed 360-degree view.
- 2 Constant flow hydraulics are intuitive to use. With an in-cab flow rate display, hydraulics can be adjusted on the go.
- 3 Manual and automatic transmission modes provide the operator with control of transmission performance.
- 4 For fast and precise control, the TM320 are fitted with a fully-proportional, single-lever servo joystick control. Operators can change gears, speed and direction quickly and easily with one ergonomically-designed joystick.
- 5 The HVAC system allows operators to stay comfortable and focused for longer. A 3-speed fan heater is fitted as standard; optional air conditioning makes it even easier to set an ideal cab working temperature, regardless of outside weather conditions.



**Sitting comfortably.**

- 6** The cab is large and roomy, with plenty of convenient storage for work essentials and personal property.
- 7** Boom-end damping on lower and extend/retract reduces shock to the operator and the machine itself.
- 8** A color, LED dashboard relays useful operating information including in-cab daily checks, fuel consumption data, diesel exhaust fluid (DEF) levels and hydraulic flow rate.
- 9** Backlit switches ensure quick and accurate control recognition, even in the dark.



## SERVICING MADE EASY.

THE TM320 IS EASY TO MAINTAIN AND SERVICE, WHICH MEANS LESS DOWNTIME.

### Maintenance made easy.

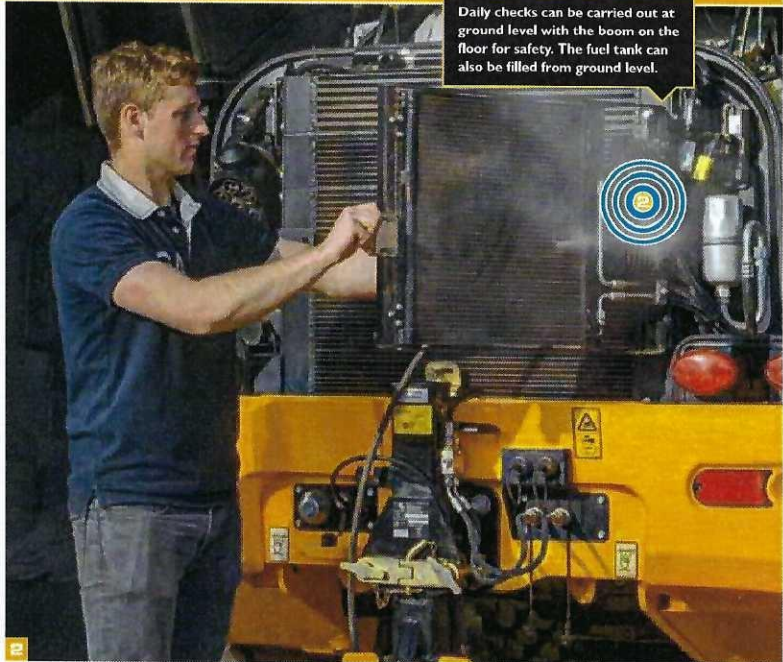
**1** The JCB TM320 use a sealed-for-life SCR system, requiring no costly diesel particulate filter (DPF) to comply with Tier 4 Final legislation.

The diesel and DEF (diesel exhaust fluid) tanks, as well as all daily check points, are easily accessible from ground level.

The wide-core, single-faced cooling pack delivers excellent performance. A cyclonic air cleaner reduces debris build-up in the air filter and an air intake scavenge system removes debris, extending service intervals. An automatic reversing fan is available to further simplify the clearing of debris.

**2** The TM320's wide-opening rear engine cover provides clear access to service points. Grease points are easily accessible, and no tools are required to access the battery.

**3** The TM320's self-lubricating boom wear pads and dry boom lubrication provide virtually maintenance-free operation. The use of graphite-impregnated bronze bushes throughout allows greasing intervals to be extended to 500 hours.

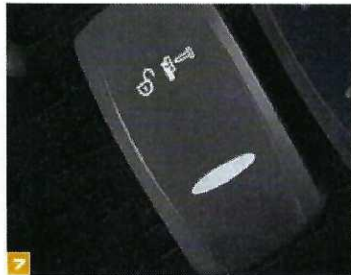


**Keeping you safe.**

- 4 Access steps are inclined and equally spaced, and well-positioned grab handles provide three points of contact at all times.
- 5 Hose burst check valves on the rams prevent collapse in the event of hose failure.
- 6 The low boom profile and low boom pivot make for superb forward visibility.

- 7 An in-cab, electronic, two-stage quick hitch isolation control protects against accidental release of attachments.

- 8 For real time vehicle tracking, the TM320 are equipped with JCB LiveLink telematics.



## A SMART INVESTMENT.

JCB MACHINES ARE RECOGNIZED AROUND THE WORLD FOR LOW OPERATING COSTS AND EXCEPTIONAL RESALE VALUES.

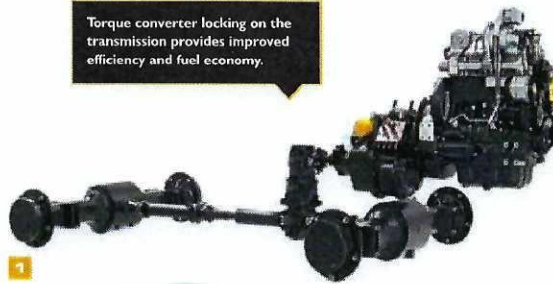


### EcoMAX saves you money.

**1** Innovative Clean Burn technology allows JCB engines to meet Tier 4 Final regulations without a diesel particulate filter (DPF) and therefore without the productivity and cost impacts of DPF regeneration and DPF replacement. Instead, the JCB engines in the TM320 use a sealed-for-life Selective Catalytic Reduction (SCR) system.

**2** The TM320 are equipped with torque converter locking in fourth, fifth and sixth gear for increased speed, quicker journey times and reduced fuel consumption.

Torque converter locking on the transmission provides improved efficiency and fuel economy.

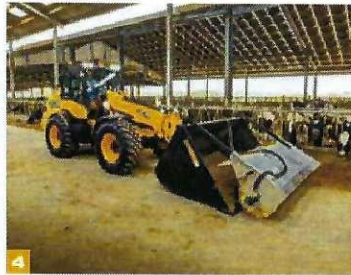


**3** By producing high power and torque at engine speeds as low as 1300–1400 RPM, the JCB EcoMAX engine provides fuel-efficient matching of transmission and hydraulics.

**4** The 125 hp (93 kW) EcoMAX engine fitted with a variable speed cooling fan or hydraulic reversing fan with manual override that automatically adjusts to ambient temperatures, for optimal fuel efficiency and reduced in-cab noise.

**5** High back-off power brakes reduce viscous drag during roading and rehandling, for improved fuel economy.

**6** The TM320's load-sensing hydraulics consume power only on demand, to reduce fuel consumption.



## LIVELINK, WORK SMARTER.

LIVELINK IS AN INNOVATIVE SOFTWARE SYSTEM THAT LETS YOU MANAGE YOUR JCB MACHINES REMOTELY FROM A COMPUTER, TABLET OR SMART PHONE.

**Productivity and cost benefits**—By providing information like idle time monitoring and machine fuel consumption, JCB Livelink helps reduce your fuel usage, saving money and improving productivity. Machine location information can help improve efficiency and possibly reduce insurance costs.

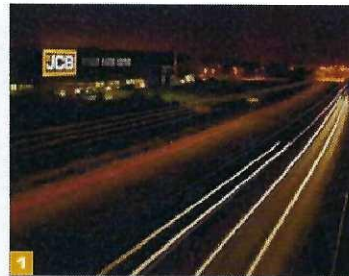


**Maintenance benefits**—Accurate hours monitoring, maintenance history records, critical machine alerts and service alerts for improved maintenance planning.

**Security benefits**—Real-time geofencing allows you to set operating zones, while curfew alerts let you know when your machinery is operated outside of predetermined times. Location information helps to plan and monitor the safe storage of your machine.

## VALUE ADDED.

WHATEVER YOU NEED AND WHEREVER YOU ARE, JCB'S DEPENDABLE NORTH AMERICAN DEALER NETWORK IS HERE TO MAKE SURE YOUR MACHINERY PERFORMS TO ITS FULL POTENTIAL.



**1** JCB Technical Support Service provides instant access to factory expertise, day or night. JCB's Finance team is always on hand to provide fast, flexible, competitive quotes.

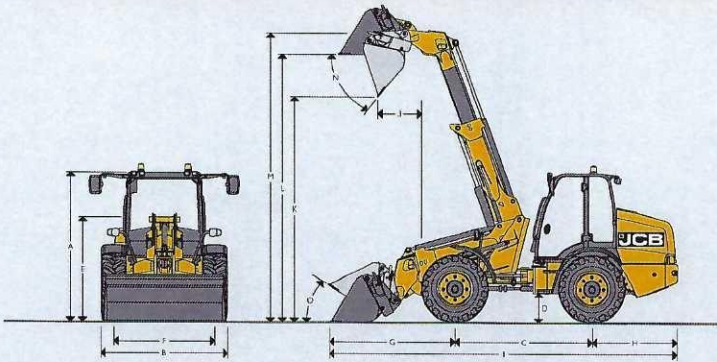
**2** The global network of JCB Parts Centers is a model of efficiency. With 16 regional bases, we can deliver around 95 percent of all parts anywhere in the world. Our genuine JCB parts are designed to work in perfect harmony with your machine for optimum performance and productivity.



JCB Yellow Shield offers comprehensive extended warranties and service agreements, as well as service-only or repair and maintenance contracts. JCB maintenance teams offer competitive labor rates and no-obligation quotes.

*Note: JCB LIVELINK and JCB ASSETCARE may not be available in your region, so please check with your local dealer.*

STATIC DIMENSIONS



STATIC DIMENSIONS

A	Overall height	ft-in (mm)	8-10 (2,703)
B	Overall width (over tires)	ft-in (mm)	7-9 (2,350)
C	Wheelbase	ft-in (mm)	8-4 (2,550)
D	Ground clearance	ft-in (mm)	1-7 (472)
E	Height to top of boom pivot	ft-in (mm)	6-0 (1,835)
F	Wheel track	ft-in (mm)	6-2 (1,870)
G	Axle to shovel toe plate	ft-in (mm)	5-4 (1,627)
H	Axle to counterweight face	ft-in (mm)	7-0 (2,143)
I	Total length*	ft-in (mm)	20-9 (6,322)
J	Dump reach	ft-in (mm)	3-1 (933)
K	Dump height	ft-in (mm)	14-10 (4,511)
L	Load over height	ft-in (mm)	17-1 (5,200)
M	Pin height	ft-in (mm)	17-7 (5,367)
N	Maximum dump angle	degrees	39
O	Roll back at carry	degrees	41
	Total length to front of hitch	ft-in (mm)	19-4 (5,886)
	Inside radius	ft-in (mm)	6-7 (2,001)
	Outside radius (edge of tire)	ft-in (mm)	14-3 (4,350)
	Outside radius (over shovel)	ft-in (mm)	15-2 (4,633)
	Articulation angle	degrees	± 43
	Operating weight	lb (kg)	18,122 (8,220)
	Front axle weight	lb (kg)	6,107 (2,770)
	Rear axle weight	lb (kg)	12,103 (5,490)
	Tyres used for specifications		Michelin XMCL 460/70R24
	Bucket used for specification		1.3 cyd (1.0 m <sup>3</sup> )
	Fluid used for specification		Oil

\*Please note total length: machine fitted with standard bucket – boom fully down, shovel crowded fully back.

ENGINE

Machine model	TM320	
Manufacturer	JCB	
Model	EcoMAX	
Capacity	ltr	4.4
Bore	mm	103
Stroke	mm	132
Aspiration	Turbocharged/charge cooled	
Number of cylinders	4	
Power rating		
Gross power to SAE J1995/ISO 14396	hp (kW)	125 (93) @ 2,200 RPM
Net power to J1349/EEC 80/12	hp (kW)	115 (86) @ 2,200 RPM
Torque rating		
Gross torque	ft lb (Nm)	405 (550) @ 1,500 RPM

TRANSMISSION

Machine model	TM320	
Type	Powershift	
Make	JCB	
Model	PS760 - 6 Speed	
Max travel speed	mph (kph)	24 (40)

AXLES

Machine model	TM320	
Type	Epicyclic hub reduction	
Make	JCB	
Overall axle ratio/ drop box ratio	13.71	
Chassis angle oscillation	degrees	± 10
Maximum travel speed	mph (kph)	24 (40)

BRAKES

Machine model	TM320	
Service brakes	In board oil immersed brakes	
Parking brake	Cable operated disc brake on transmissions output shaft	

NOISE AND VIBRATION

		Uncertainty	Measurement conditions
Noise at the operator station	LpA	73 dB +/- 1 dB	Determined in accordance with the test method defined in ISO 6396 and the dynamic test condition defined on 2000/14/EC.
Noise emission from the machine	LWA	107 dB +/- 1 dB	Guaranteed equivalent sound power (external noise) determined in accordance with the dynamic test conditions defined in 2000/14/EC.
Whole body vibration	m/s <sup>2</sup>	0.39 +/- 0.11 dB	ISO 2631-1:1997 normalized to an 8h reference period and based upon a test cycle comprising of loader work (soil).
Hand arm vibration	m/s <sup>2</sup>	< 2.5 N/A	ISO 5349: 2:2001 dynamic test conditions.

**SPECIFICATION**

**TM320 ARTICULATED TELESCOPIC HANDLER**

**SERVICE FILL CAPACITIES**

Machine model		TM320
Hydraulic tank & transmission	gal (ltr)	25.6 (97)
Fuel tank	gal (ltr)	42.3 (160)
Engine oil sump	gal (ltr)	3.7 (14)
Axle oil (front) including hubs	gal (ltr)	5.3 (20)
Axle oil (rear) including hubs	gal (ltr)	5.3 (20)
Drop box	gal (ltr)	0.3 (1.3)
DEF	gal (ltr)	7.7 (29)

**HYDRAULICS**

Machine model		TM320
Pump type		Variable displacement piston pump
Pump maximum flow	gpm (lpm)	37 (140)
Pump maximum pressure	psi (bar)	3,336 (230)
<b>Hydraulic cycle times</b>		
Boom raise	seconds	5.8
Boom lower	seconds	6.7
Extend	seconds	4.1
Retract	seconds	3.1
Bucket dump	seconds	3.1
Bucket crowd	seconds	3.3
Total cycle time	seconds	26.1

**ELECTRICAL SYSTEM**

Machine model		TM320
System voltage	Volt	12
Alternator output	Amp Hour	150
Battery capacity	Amp Hour	120

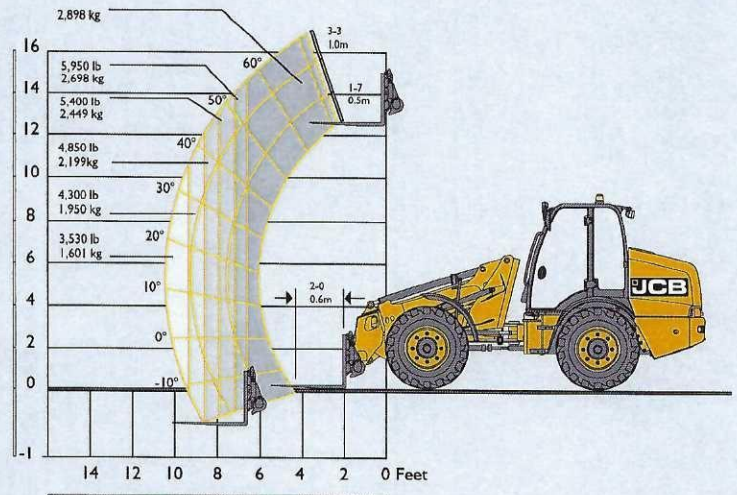
**TIRE OPTIONS**

Manufacturer	Size	Type	Applica-tion	Dimensional changes	
				Overall height in (mm)	Width over tyres in (mm)
Michelin	460/70R24	XMCL	Ag	0 (0)	0 (0)
Michelin	500/70R24	XMCL	Ag	0.9 (24)	1.5 (38)
Michelin	460/70R24	BIBLOAD	AG/EM	-0.2 (-4)	0 (0)
Michelin	500/70R24	BIBLOAD	AG/EM	0.7 (19)	2.1 (54)

**LOADER PERFORMANCE**

Machine model		TM320
100% straight tipping load	lb (kg)	10,459 (4,744)
100% full turn tipping load	lb (kg)	8,182 (3,711)
80% full turn tipping load	lb (kg)	6,546 (2,969)
60% full turn tipping load	lb (kg)	4,909 (2,226)

Straight and Full Turn Tipping Load with forks @ 24 inch L.C. and direct mount to Qfit carriage to EN474 (ISO 14397)



STANDARD/OPTIONAL EQUIPMENT

	TM320		TM320		TM320
<b>ENGINE AND COOLING</b>		<b>CAB</b>		<b>CHASSIS AND BODYWORK</b>	
125 hp JCB engine	•	ROPS/FOPS safety structure	•	Articulated steering	•
Cyclonic air filter	•	Laminated screen	•	Center pivot oscillation	•
Air intake scavenge system	•	Fully adjustable mechanical seat	•	Plastic front and rear fenders	•
Widecore cooling pack	•	Air suspension seat	+	Fixed bottom step	•
Auto reversing fan	+	Interior light	•	Full width rear counterweight	•
		Tilt and telescopic steering column	•	Recovery hitch	•
<b>TRANSMISSION / AXLES</b>		Adjustable joystick control console and armrest	•	Prop shaft guard	•
6 speed Powershift transmission	•	Front and rear wash / wipe	•	Deluxe exterior mirrors	•
Lock-up torque converter in gears 4 - 6	•	3 speed heater fan	•	Hydraulic tow hitch	+
24 mph travel speed	•	Air conditioning	+		
Transmissions disconnect on footbrake	•	RH opening window with lock back	•	<b>LOADER</b>	
Forward / reverse controls on joystick	•	LH opening door with door lock back	•	Center mounted single stage telescopic boom	•
Column mounted transmission selector	•	Single lever joystick controls	•	Parallel lift	•
In board oil immersed disc brakes	•	Loader control isolator	•	End damping on boom lower, extend and retract	•
Limited slip differentials front	+	External rear view mirrors	•	JCB Q-fit carriage	+
		Front and roof screen blinds	•	Electrical in cab quickhitch pin isolation	•
<b>HYDRAULICS</b>		Additional storage box	+		
Servo controls	•				
Flow sharing hydraulics	•	<b>ELECTRICAL</b>		<b>STANDARD</b>	•
Proportional boom and auxiliary controls	•	Road lights front and rear	•	<b>OPTIONAL</b>	+
Adjustable constant flow hydraulics	•	Reverse lights	•	<b>NOT AVAILABLE</b>	×
Variable displacement piston pump	•	Battery isolator	•		
Priority steer valve	•	Direction indicators	•		
Hose burst check valves	•	Twin beacons	+		
JCB Smoothride system	+	Front and rear worklights	+		
		Boom worklights	+		
		Reverse foglight kit	+		
		LiveLink telematics	•		
		12 V in-cab power socket	•		

NB. Regional variations may apply to standard and optional equipment



ONE COMPANY, OVER 300 MACHINES.

Your nearest JCB dealer

**Articulated Telescopic Handler TM320**

Gross power: TM320: 125 hp (93 kW) Lift capacity: 6,390 lb (2,898 kg), Lift height: 17'1" (5,200 mm)

**JCB North America**

2000 Bamford Blvd., Pooler, Georgia, 31322 Tel: (912) 447-2000

Download the very latest information on this product range at [www.jcb.com](http://www.jcb.com)

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**RESOLUTION NO. 21-079**

**A RESOLUTION APPROVING THE PURCHASE AND DELIVERY OF AN ARTICULATED TELESCOPIC LOADER FOR THE WASTE WATER TREATMENT PLANT THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the Texas City Public Works Department requests the approval of purchase and delivery of an articulated telescopic loader for the Waste Water Treatment Plant; and

**WHEREAS**, funds for this purchase are available through the 2021/2022 Fiscal Year Budget; and

**WHEREAS**, it is the recommendation of the Public Works Department to award the above mentioned item to EKA through BuyBoard (Contract No. 597-19) for the approximate purchase price of \$120,221.45.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the purchase and delivery of an articulated telescopic loader for the Waste Water Treatment Plant from EKA through BuyBoard (Contract No. 597-19), for an approximate price of \$120,221.45, as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 3rd day of November 2021.**

---

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(10) (f)**

**Meeting Date:** 11/03/2021

ARKK Engineers, LLC Proposal for Engineering and Construction Phase Services for the "Fire Station #4 and Police Substation Project"

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

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve the execution of an engineering agreement with ARKK Engineers, LLC., for the engineering and construction phases of the Fire Station #4 and Police Substation Project.

**BACKGROUND**

ARKK Engineers, LLC. has submitted an "Agreement for Services" for the engineering and construction phases of the "Fire Station #4 and Police Substation Project" in the amount of \$108,753.00.

A copy of this agreement is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the "Agreement for Services" with ARKK Engineers, LLC, on behalf of the City Commission for the engineering and construction phase services for the City of Texas City's "Fire Station #4 and Police Substation Project".

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_ day of \_\_\_\_\_, A.D., 2021, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

**WITNESSETH:**

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "**Fire Station #4 and Police Substation**" ("Project").

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

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

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproduces of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: \$108,753.00 for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials

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

11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.
13. Home Rule Municipality  
The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

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

ARKK ENGINEERS, LLC.

Consultant

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

\_\_\_\_\_  
CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_  
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_  
DIRECTOR OF FINANCE



## ATTACHMENT 'A'

October 18, 2021

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

Re: Proposal for Engineering & Construction Phase Services for City of Texas City's  
**"Fire Station #4 and Police Substation" Project**

Dear Mr. Haralson:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous conversations and information gathered from our site visits.

### **GENERAL OVERVIEW**

This proposal is for providing civil engineering design and construction phase services for the site development of 5 acres located on Largo Mar Blvd., just north of a regional detention pond, within the City Limits of the City of Texas City. The City has previously authorized the topographic survey for the tract. The project design will be performed jointly by ARKK Engineers and Joiner Architects. The following is a summary of the anticipated project elements, and the corresponding design lead firm:

#### **ARKK Engineers – Civil Engineering (Work covered under this proposal):**

- Site grading design
- Driveways and parking areas.
- On-site drainage design, including storm sewers, ditches, and swales to drain to the nearby regional detention pond.
- Water meter(s), backflow prevention, and on-site water distribution lines.

- On-site wastewater collection system.
- Preparation of the required Stormwater Pollution Prevention Plan for a Small Construction Site
- Arranging for electrical service to site.
- Geotechnical Engineering field work, laboratory analysis, and report, which will be utilized by the building structure engineer (See Joiner Architects' scope of work) and the civil engineer (ARKK). Boring locations needed for the building design are provided to ARKK by Joiner Architects.

**Joiner Architects- Building Architect, Landscape Architect, and Building Engineer**

- Design of all buildings, including training, classroom, admin building, covered parking structures. Work includes architecture, structural engineering, HVAC Engineering, plumbing, and building electrical designs
- Site Landscape Architectural design, including plantings, irrigation, pavilions, lighting design for parking areas and walkways, site amenities, signage.

**City of Texas City and Land Tejas Texas City, LTD. (Lago Mar Site Developer)**

- Site Topographic Surveying and Boundary Surveying & Platting
- Clearing & grubbing of site
- Offsite water Line extension to the proposed site
- Offsite wastewater service extension to the site
- Regional detention pond expansion for the detention volume required for the proposed Fire Station #4 and improvements.

The following is the scope of services ARKK will provide during the design, bid, and construction phases of the project:

**SCOPE OF SERVICES**

**I. DESIGN PHASE SERVICES**

**A. Basic Services - Design Phase**

- Research and gather existing relevant data on the project areas such as existing utility information, pipelines, permit requirements, drainage conditions, as available.
- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements.

- Coordinate with Texas City staff during the design phase for their input and plan review purposes.
- Provide the City and the design Architect with two (2) sets of 60% plan drawings and specifications for the project for review and comments. Provide electronic copies of the documents as necessary.
- Provide updated construction cost estimate at the 60% completion stage.
- Incorporate the City's and the Architect's 60% review comments into the plans and specifications.
- Provide the City and the design Architect with two (2) sets of 90% plan drawings and specifications for review and comments. Provide electronic copies of the documents as necessary.
- Provide an updated construction cost estimates at the 90% completion stage.
- Incorporate 90% review comments for into the bid documents.
- Coordinate with the City of Texas City Engineering and Planning Department during the design phase for permitting and review purposes. Provide plans for review and comments.
- Incorporate appropriate comments into the final bid documents and submit 100% complete documents to the City and the design Architect.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and all public and private utilities including pipeline transmission companies affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as US Army Corps of Engineering permits, appearances at special meetings, etc., such work would be considered to be outside the scope of work of this proposal.
- Prepare a final cost estimate for proposed improvements.

## **B. Special Services - Design Phase**

### **1. Geotechnical Services**

- Obtain soil borings and geotechnical information for the proposed project. Soil boring locations to be utilized by the structural engineering firm will be based on information provided by Joiner Architects.
- Provide a geotechnical engineering report summarizing the findings and recommendations.

### **2. Storm Water Pollution Prevention Plan**

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for a small (<5 acres) construction site in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction.

### **3. Reproduction of Plans and Specifications**

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

## **II. CONSTRUCTION PHASE SERVICES**

### **A. Construction Administration Support Services**

- Joiner Architects will be providing construction administration and management for the project. ARKK Engineers will provide support for construction phase services related to the civil design of the project.
- Review and respond accordingly to civil design submittals submitted by the Contractor.
- Assist Joiner Architects with the preparation of change orders necessitated by field conditions related to the civil portion of the work.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions

and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

**B. Special Services – Construction Phase**

**1. Construction Field Support:**

- Provide support to the City's project site representative during the construction phase on an as needed basis.
- Attend progress meetings with City staff.

**FEE**

The fee for the services is outlined below:

**1. DESIGN PHASE**

Design Phase Services: lump sum amount of:	\$67,713.00
Geotechnical Services: Subcontractor's Cost plus 10%:	\$ 8,140.00
Storm Water Pollution Prevention Plan: lump Sum amount of:	\$1,500.00
Reproduction: lump sum amount of	\$750.00
Bid Phase / Negotiations Phase Services: lump sum amount of:	\$1,000.00
*Miscellaneous Services: Hourly and Cost plus 10%:	<u>\$5,000.00</u>
<b>Design Phase Fee:</b>	<b>\$84,103.00</b>

**2. CONSTRUCTION PHASE**

Construction Phase Services: Lump Sum Amount of:	\$ 14,900.00
*Construction Field Support Services: (Hourly and cost plus 10%):	<u>\$9,750.00</u>
<b>Construction Phase Fee:</b>	<b>\$24,650.00</b>

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**Total All Services: \$108,753.00**

\*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or by contract amendment.

Hourly charges for office personnel shall be charged based on a raw labor rate times a multiplier of 2.99. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

**ATTACHMENT "B"**  
**INSURANCE LIMITS**

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

**RESOLUTION NO. 21-098**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC TO PROVIDE ENGINEERING SERVICES FOR FIRE STATION NO. 4 AND POLICE SUBSTATION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas City Public Works Department is requesting the approval of an Engineering Services Agreement with ARKK Engineers, LLC, to provide engineering services for the Fire Station No. 4 and Police Substation Project; and

**WHEREAS**, ARKK Engineers, LLC, has submitted an Agreement for Service of the Fire Station No. 4 and Police Substation Project; and

**WHEREAS**, the cost for the Engineering Service Agreement is approximately \$108,753.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, to provide engineering services for the Fire Station No. 4 and Police Substation Project.

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

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

**PASSED AND ADOPTED this 3rd day of November 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(10) (g)**

**Meeting Date:** 11/03/2021

Purchase and Delivery 9 Various Size Roll-Off Boxes for Sanitation

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approval of the purchase of 9 various size roll-off boxes for the Sanitation Department

**BACKGROUND**

Funds for this purchase are made available in the 2021 / 2022 Budget's Capital Replacement Fund - Sanitation Department. The purchase is to be made from Roll-Offs USA via the BuyBoard Purchasing Cooperative contract number 599-19, and the total price is \$103,008.00 including \$3,300.00 for delivery.

The BuyBoard worksheet is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the purchase and delivery of the 9 roll-off boxes from Roll-Offs USA via BuyBoard contract 599-19 for the total amount of \$103,008.00.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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Quote

ROLL-OFFS USA  
 P.O. BOX 727  
 DURANT, OKLAHOMA 74702-0727  
 (580) 924-6355

Order Number: 0043418  
 Order Date: 10/21/2021

Salesperson: HOUS  
 Customer Number: TEXCIT

Sold To:  
 Texas City, Texas  
 1801 9th Avenue North  
 Texas City, TX 77590  
 Confirm To:

Ship To:  
 Texas City, Texas  
 1801 9th Avenue North  
 Texas City, TX 77590

Customer P.O.	Ship VIA	F.O.B.	Terms
			NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
RR30SD	ONE	3.000	0.000	0.000	9,766.000	29,298.00

30YD SD RECT  
 SN: TBD  
 Wheel: 000  
 Bill Option 1 Option09 EMSCO GREEN  
 Bill Option 4 Option02 SD RECT FLOOR FRONT WHEELS  
 30YD SUPER DUTY RECTANGLE  
 FRONT AND REAR ROLLERS - OPTION  
 COLOR: EMSCO GREEN

RR40SD	ONE	4.000	0.000	0.000	11,605.000	46,420.00
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40YD SD RECT  
 SN: TBD  
 Wheel: 000  
 Bill Option 1 Option09 EMSCO GREEN  
 Bill Option 4 Option02 SD RECT FLOOR FRONT WHEELS  
 40YD SUPER DUTY RECTANGLE  
 FRONT AND REAR ROLLERS - OPTION  
 COLOR: EMSCO GREEN

RR20H	ONE	2.000	0.000	0.000	11,995.000	23,990.00
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20YD HD RECT  
 SN: TBD  
 Wheel: 000  
 Bill Option 1 Option09 EMSCO GREEN  
 Bill Option 4 Option03 RECYCLE ROOF 4 PLASTIC DOORS  
 Bill Option 5 Option02 HD RECT FLOOR FRONT WHEELS  
 30YD HEAVY DUTY RECYCLER (20YD HD BASE, 10YD PEAKED ROOF)  
 PEAKED ROOF WITH 4 SLIDING DOORS PER SIDE - OPTION  
 FRONT AND REAR ROLLERS - OPTION  
 COLOR: EMSCO GREEN

BUYBOARD PRICING  
 BUYBOARD CONTRACT 599-19

Continued

## Quote

ROLL-OFFS USA  
 P.O. BOX 727  
 DURANT, OKLAHOMA 74702-0727  
 (580) 924-8355

Order Number: 0043418  
 Order Date: 10/21/2021

Salesperson: HOUS  
 Customer Number: TEXCIT

**Sold To:**  
 Texas City, Texas  
 1801 9th Avenue North  
 Texas City, TX 77590  
**Confirm To:**

**Ship To:**  
 Texas City, Texas  
 1801 9th Avenue North  
 Texas City, TX 77590

Customer P.O.	Ship VIA	F.O.B.	Terms			
			NET 30			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
FREIGHT - \$1100 PER LOAD @ 3 LOADS						

Net Order:	99,708.00
Less Discount:	0.00
Freight:	3,300.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>103,008.00</b>

**RESOLUTION NO. 21-099**

**A RESOLUTION APPROVING THE PURCHASE OF NINE (9) VARIOUS SIZE ROLL-OFF BOXES FOR THE SANITATION DEPARTMENT THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Texas City Public Works Department requests the approval of purchase for nine (9) various sized roll-off boxes from Roll-Offs USA, through BuyBoard, a Local Purchasing Cooperative; and

**WHEREAS**, funds for this purchase are available through the 2021/2022 Fiscal Year Budget; and

**WHEREAS**, it is the recommendation of the Texas City Public Works Department to award the above mentioned item to Roll-Offs USA, through BuyBoard, a Local Purchasing Cooperative for the approximate purchase price of \$103,008.00 including \$3,300.00 for delivery.

**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 nine (9) various sized roll-off boxes from Roll-Offs USA, through BuyBoard, a Local Purchasing Cooperative, for an approximate price of \$103,008.00 including \$3,300.00 for delivery, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 3rd day of November 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(10) (h)**

**Meeting Date:** 11/03/2021

Purchase and Installation of New Replacement Lights at Godard and Tarpey Park

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

**Department:** Public Works

**Information**

**ACTION REQUEST (Brief Summary)**

Approve the purchase, delivery, and installation of replacement lighting for two Godard Park little league baseball fields and Tarpey Park field number 4, from Techline Sports Lighting, via BuyBoard - Local Purchasing Cooperative.

**BACKGROUND**

Funds are made available in the 2021 / 2022 Recreation and Tourism Department's budget for this project. The total quoted is \$371,000.00 and the break down is as follows:

Godard Park (2) Little League Fields	\$239,000.00
Tarpey Park Field # 4	<u>\$132,000.00</u>
	\$371,000.00

The BuyBoard worksheets are attached for your and plans are attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department and Recreation and Tourism Department to award the purchase, delivery, and installation of lighting for (2) Godard Park little league fields and Tarpey Park softball field # 4 to Techline Sports Lighting, via Buyboard, for the total amount of \$371,000.00.

Thank you.

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

Sport Lighting Bid  
Resolution



Purchasing Co-Op / Contract #:	BuyBoard Contract #: 592-19 (Expires 9/30/22)
Project Name:	Tarpey Park (Field #4)
Project City-State:	Texas City, TX
Quote Date:	10/25/2021
Type of Field(s):	SOFTBALL FIELD #4 - 200' Radius
Photometrics Per Design #:	50/30FC Avg. Light Level / 21-2829-R1
Type of Fixtures:	USING NEW CLIR 630W LED FIXTURES
Warranty:	Includes a 10-Year Maintenance Free Warranty

Quantity	Description
3	60 Foot Mounting Height Steel Poles
2	5 Fixture Crossarms
2	8 Fixture Crossarms
26	ELITE CLIR 630w LED w/ Visor
26	Prewiring for Poles and Crossarms

<p><b>Project Notes:</b></p> <ul style="list-style-type: none"> <li>&gt; Price includes all materials listed above (excluding adders &amp; deducts).</li> <li>&gt; Price includes delivery to jobsite.</li> <li>&gt; Price firm for 30 days.</li> <li>&gt; Allow 2-3 weeks for delivery.</li> <li>&gt;&gt; (Delivery process will begin once P.O./Contract has been issued and the Voltage Verification &amp; Design Approval Form (if applicable) - have been properly filled out and returned.)</li> <li>&gt; Price does NOT include SALES or USE taxes.</li> <li>&gt;&gt; (A Tax Exemption Certificate must be filed with Techline if applicable. If not, the appropriate tax will be added to all invoices.)</li> <li>&gt; All work to be performed that requires a license, including but not limited to electrical &amp; plumbing will be performed by individuals - currently licensed in the proper jurisdiction.</li> <li>&gt; All proposals are based in bids by licensed individuals anticipated to perform the work.</li> </ul>
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<p><b>Warranty Notes:</b></p> <ul style="list-style-type: none"> <li>&gt; Seller warrants that Poles and Cross Arm Assemblies ONLY will be free from defects in material and workmanship for a period - of 7 years from date of shipment.</li> <li>&gt; Seller will replace any defective material for the entire 7 year period.</li> <li>&gt; Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.</li> <li>&gt; Advances in technology and obsolescence of some components, including but not limited to; regulatory changes, cellular upgrades, - and other items beyond our control, could possibly render this impossible for some components in the future.</li> <li>&gt; Techline will always make every effort to support our system as long as manufactured components are available.</li> </ul>
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<p><b>TURNKEY Installation Notes:</b></p> <ul style="list-style-type: none"> <li>&gt; Allow 2-3 weeks for Turnkey Installation.</li> <li>&gt; Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. (special lift &amp; matting charges not included)</li> <li>&gt; Standard turnkey install foundations assume 2000psi soil conditions.</li> <li>&gt;&gt; (Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.)</li> </ul> <p><b>INCLUDES:</b></p> <ul style="list-style-type: none"> <li>✓ Installing controls (if supplied) based on existing Electrical service being available at current location beyond centerfield of this field.</li> <li>✓ Remove all existing overhead electrical circuits and existing wooden poles. Install (3) new Galv. Steel Poles per design.</li> <li>✓ Install individual conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.</li> <li>✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete</li> <li>✓ Build out pole tops including mounting cross arm assemblies, mount &amp; wire all fixtures in place, crane rental to set all pole tops in - place, fixture aiming, and final clean up.</li> <li>✓ All permits, fees and inspections associated with the project.</li> <li>✓ All electrical installation to meet National Electric Code requirements.</li> </ul> <p><b>EXCLUDES:</b></p> <ul style="list-style-type: none"> <li>✗ Prevailing Wage Rates, Union Labor Rates</li> <li>✗ Payment &amp; Performance Bond</li> </ul> <p>Total Including Turnkey Install = \$132,000.00</p>
---



Pole	x-loc	y-loc	height	M	W	EW	Total	kw
A1	-29.3	44.8	60ft	1	4		5	3.2
A2	36	-24.1	60ft	1	4		5	3.2
C1	85.7	192.4	60ft	4	3	1	8	5.2
C2	192.4	85.7	60ft	4	3	1	8	5.2
Total				10	14	2	26	16.8

Softball 195'/210'/200'  
99 points (25 infield, 74 outfield) at z=3, sp 20ft by 20ft  
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	30	50
Maximum	42	61
Minimum	18	42
Avg:Min	1.65	1.18
Max:Min	2.33	1.45
Coef Var	0.20	0.10
UnifGrad	1.60	1.42

EW  
CLIR 630 DM EW  
Light Loss Factor = 0.900  
Watts per luminaire = 646  
Number luminaires used = 2  
kw these luminaires = 1.3

W  
CLIR 630 DM W  
Light Loss Factor = 0.900  
Watts per luminaire = 646  
Number luminaires used = 14  
kw these luminaires = 9.0

M  
CLIR 630 DM M  
Light Loss Factor = 0.900  
Watts per luminaire = 646  
Number luminaires used = 10  
kw these luminaires = 6.5



TARPEY PARK  
GALVESTON  
COUNTY, TX  
SOFTBALL

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION PROVIDED BY OTHERS. SITE DETAILS PROVIDED HEREON ARE REPRESENTED AS AN APPROXIMATION AND FIELD VARIATIONS MAY SIGNIFICANTLY AFFECT PROPOSED PERFORMANCE. PRIOR TO INSTALLATION, CONTRACTOR SHALL INVESTIGATE LOCAL CONDITIONS, OBSTRUCTIONS, HEIGHTS, AND SHADOWS TO DETERMINE FIELD SHADE. CONTRACTOR AND/OR DESIGNER RESPONSIBLE FOR THE PROJECT. 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATORY CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR MANUFACTURING TOLERANCES OF LUMEN, BEAMS, AND SHADOWS. 3. CONTRACTOR SHALL BE RESPONSIBLE FOR FACILITY USE AND OTHER LOCAL REQUIREMENTS. 4. CALCULATIONS DO NOT TAKE INTO CONSIDERATION ANY OBSTRUCTIONS OR LIGHTING POLLUTION CAUSED BY NEIGHBORING LIGHT SOURCES.

DRAWN BY: JCIE  
Date: 5/17/2021  
SCALE: NTS  
Page: 1 of 1  
Dwg #: 21-2829-R1



Purchasing Co-Op / Contract #:	BuyBoard Contract #: 592-19 (Expires 9/30/22)
Project Name:	Godard Park Pee Wee Fields
Project City-State:	Texas City, TX
Quote Date:	10/25/2021
Type of Field(s):	<b>(2) - LITTLE LEAGUE BASEBALL FIELDS</b>
Photometrics Per Design #:	50/30FC Avg. Light Level Both Fields/ Design #21-2674
Warranty:	<b>Includes Our 10 Year Maintenance Free Warranty</b>

Quantity	Description
8	60 Foot Mounting Height Steel Poles
2	5 Fixture Crossarms
4	6 Fixture Crossarms
2	7 Fixture Crossarms
48	ELITE CLIR 630w LED w/ Visor
48	ELITE CLIR 20" Extended Visor
48	Prewiring for Poles and Crossarms

<p><b>Project Notes:</b></p> <ul style="list-style-type: none"> <li>➤ Price includes all materials listed above (excluding adders &amp; deducts).</li> <li>➤ Price includes delivery to jobsite.</li> <li>➤ Price firm for 30 days.</li> <li>➤ Allow 2-3 weeks for delivery.</li> <li>➤ <u>(Delivery process will begin once P.O./Contract has been issued and the Voltage Verification &amp; Design Approval Form (if applicable) - have been properly filled out and returned.)</u></li> <li>➤ Price does <b>NOT</b> include SALES or USE taxes.</li> <li>➤ <u>(A Tax Exemption Certificate must be filed with Techline if applicable. If not, the appropriate tax will be added to all invoices.)</u></li> <li>➤ All work to be performed that requires a license, including but not limited to electrical &amp; plumbing will be performed by individuals - currently licensed in the proper jurisdiction.</li> <li>➤ All proposals are based in bids by licensed individuals anticipated to perform the work.</li> </ul>
---

<p><b>Warranty Notes:</b></p> <ul style="list-style-type: none"> <li>➤ Seller warrants that Equipment furnished or manufactured by Seller will be free from defects in material and workmanship for a period - of <b>10 years</b> from date of shipment.</li> <li>➤ Seller will replace any defective material for the entire <b>10 year</b> period.</li> <li>➤ Techline will make every effort to maintain any component of our sports lighting system for the entirety of the warranty period.</li> <li>➤ Advances in technology and obsolescence of some components, including but not limited to; regulatory changes, cellular upgrades, - and other items beyond our control, could possibly render this impossible for some components in the future.</li> <li>➤ Techline will always make every effort to support our system as long as manufactured components are available.</li> </ul>
--

<p><b>TURNKEY Installation Notes:</b></p> <ul style="list-style-type: none"> <li>➤ Allow 3-4 weeks for Turnkey installation.</li> <li>➤ Pole locations must also be accessible with standard lift and not obstructed by fencing, buildings, etc. <i>(special lift &amp; matting charges not included)</i></li> <li>➤ Standard turnkey install foundations assume 2000psi soil conditions.</li> <li>➤ <u>(Any other conditions that may be present upon installation (i.e. rock, water, etc.) that cause additional foundation design or modification - (i.e. rebar, casing, etc.) may require additional charges.)</u></li> </ul> <p><input checked="" type="checkbox"/> <b>INCLUDES:</b></p> <ul style="list-style-type: none"> <li>✓ installing controls (if supplied) based on existing electrical service being located at existing location.</li> <li>✓ Utilize existing underground conduit and wiring for each pole sized accordingly. No more than 3% voltage drop shall be allowed.</li> <li>✓ All wiring to be copper type THHN.</li> <li>✓ Auguring pole foundation holes, setting all pole stubs in holes, center/plumb/brace and backfill with 3000psi concrete</li> <li>✓ Build out pole tops including mounting cross arm assemblies, mount &amp; wire all fixtures in place, crane rental to set all pole tops in - place, fixture aiming, and final clean up.</li> <li>✓ All permits, fees and inspections associated with the project.</li> <li>✓ includes re-feeding the restroom Bldg. from the other electrical service nearest to this building, as discussed on-site.</li> </ul> <p><input checked="" type="checkbox"/> <b>EXCLUDES:</b></p> <ul style="list-style-type: none"> <li>✗ Prevailing Wage Rates, Union Labor Rates</li> <li>✗ Payment &amp; Performance Bond</li> </ul> <p style="text-align: center;">Total including Turnkey Install = \$239,000.00</p>
--



Pole	x-loc	y-loc	height	M	W	EW	Total	kw
A1	-275.2	-17.4	70ft	5	1		6	3.9
A2	-192.4	-86.9	70ft	5	1		6	3.9
A3	-45.2	45.6	70ft	4	2	1	7	4.5
A4	45.6	-45.2	70ft	4	2	1	7	4.5
C1	-192.4	117.7	70ft	1	3	1	5	3.2
C2	-73.7	18.1	70ft	1	3	1	5	3.2
C3	49.9	174.1	70ft	2	3	1	6	3.9
C4	174.1	49.9	70ft	2	3	1	6	3.9
<b>Total</b>				<b>24</b>	<b>18</b>	<b>6</b>	<b>48</b>	<b>31.0</b>

Softball 160' Radius  
69 points (25 Infield, 44 outfield) at z=3, sp 20ft by 20ft  
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	30	50
Maximum	37	59
Minimum	22	40
AvgMin	1.38	1.26
MaxMin	1.68	1.48
Coef Var	0.12	0.11
UnifGrad	1.40	1.23

Softball 170/185/170  
75 points (25 Infield, 50 outfield) at z=3, sp 20ft by 20ft  
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	32	50
Maximum	39	57
Minimum	27	43
AvgMin	1.20	1.17
MaxMin	1.44	1.33
Coef Var	0.10	0.10
UnifGrad	1.33	1.28

EW  
CLR 630 EV EW  
Light Loss Factor = 0.900  
Watts per luminaire = 646  
Number luminaires used = 6  
kw these luminaires = 3.9

W  
CLR 630 EV W  
Light Loss Factor = 0.900  
Watts per luminaire = 646  
Number luminaires used = 18  
kw these luminaires = 11.6

M  
CLR 630 EV M  
Light Loss Factor = 0.900  
Watts per luminaire = 646  
Number luminaires used = 24  
kw these luminaires = 15.5



**GODARD PARK**  
**TEXAS CITY, TX**  
**SOFTBALL**

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS. SITE DETAILS PROVIDED REASON ARE REPRESENTED ONLY AS A GENERALIZATION AND FIELD VARIATIONS MAY SIGNIFICANTLY AFFECT FINISHED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, HEIGHTS, HEIGHTS, ETC.) SHOULD BE OBTAINED AND THE CONTRACTOR AND/OR DESIGNER RESPONSIBLE FOR THE PROJECT. 2. LUMINAIRE AREA IS TESTED TO INDUPE STANDARDS UNDER LABORATORY CONDITIONS. OPERATING HOURS AND MODEL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS. 3. COMPROMISES BY FACILITY OWN AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE. 4. CALCULATIONS DO NOT TAKE INTO CONSIDERATION ANY OBSTRUCTIONS OR LIGHTING SOLUTION CAUSED BY NEIGHBORING LIGHT SOURCES.

DRAWN BY: KBER  
Date: 4/13/2021  
SCALE: NTS  
Page: 1 of 1  
Dwg #: 21-2674

**RESOLUTION NO. 21-100**

**A RESOLUTION APPROVING THE PURCHASE, DELIVERY AND INSTALLATION OF REPLACEMENT LIGHTING FOR TWO (2) GODARD PARK LITTLE LEAGUE BASEBALL FIELDS AND TARPEY PARK FIELD NO. FOUR (4) THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas City Recreation and Tourism Department requests the approval of purchase, delivery. And installation of two (2) Godard Park little league baseball fields and Tarpey Park field number four (4), from Techline Sports Lighting, through BuyBoard, a Local Purchasing Cooperative; and

**WHEREAS**, funds for this purchase are available through the 2021/2022 Fiscal Year Budget; and

**WHEREAS**, it is the recommendation of the Texas City Recreation and Tourism Department to award the above mentioned item to Techline Sports Lighting, through BuyBoard, a Local Purchasing Cooperative for the approximate purchase price of \$371,000.00.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the purchase, delivery. And installation of two (2) Godard Park little league baseball fields and Tarpey Park field number four (4), from Techline Sports Lighting, through BuyBoard, a Local Purchasing Cooperative, for an approximate price of \$371,000.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 3rd day of November 2021.**

---

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(10) (i)**

**Meeting Date:** 11/03/2021

2021-108 Purchase and Delivery of Library Materials

**Submitted For:** Debbie Gurka, Administration

**Submitted By:** Debbie Gurka,  
Administration

**Department:** Purchasing

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2021-108 Purchase and Delivery of Library Materials.

**BACKGROUND**

Bid packets were mailed to area vendors. The bid was also posted in the newspaper on 9/23/2021 and 9/30/2021.

A letter of recommendation is attached for your review.

Bids opened Tuesday, 10/19/2021.

**ANALYSIS**

Baker & Taylor's website and ordering platform is far more robust than other bid submissions. Baker & Taylor has full-text reviews from our major publications we use for purchase.

After careful review by Luke Alvey, Library Director, of each bid received, it is recommended the Library Materials Annual Contract be awarded to Baker & Taylor, Inc. in North Carolina, and authorize the Mayor to execute a contract on behalf of the City Commission.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Letter of Recommendation

Bid Tab

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**RESOLUTION NO. 21-101**

**A RESOLUTION APPROVING BID NUMBER 2021-108 PURCHASE AND DELIVERY OF LIBRARY MATERIALS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the “Notice to Bidders” was published on September 23, 2021, and September 30, 2021. Bids packets were made available to local area vendors for Bid No. 2021-108 Purchase and Delivery of Library Materials; and

**WHEREAS**, bids were opened on October 19, 2021, and the low responsible bid meeting all the specifications was received from Baker & Taylor’s of North Carolina; and

**WHEREAS**, the Library Department recommends awarding Bid No. 2021-108 Purchase and Delivery of Library Materials to Baker & Taylor.

**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. 2021-108 Purchase and Delivery of Library Materials to Baker & Taylor.

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract Baker & Taylor 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 3rd day of November 2021.**

---

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

The library is formally recommending Baker & Taylor be awarded the bid for the Purchase and Delivery of Library Materials. The bids for both Ingram and Baker & Taylor are largely similar based on price alone. However, Baker & Taylor's website and ordering platform is far more robust. The major difference is that Baker & Taylor has full-text reviews from our major publications we use for purchase. Ingram has no review text, so it would greatly increase the staff time to switch to this resource.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Alvey-Henderson', written in a cursive style.

Luke Alvey-Henderson  
Library Director  
Moore Memorial Public Library  
1701 9th Ave N  
Texas City, TX 77590  
409-643-5970

**BID TABULATION****2021-108 Purchase and Delivery of Library Materials Annual Contract**

Bid Opening: Monday, October 18, 2021 at 2:00 p.m.

**PERCENTAGE OF DISCOUNT OFFERED**

	<b>Description</b>	<b>Midwest Tapes</b>	<b>Ingram</b>
1.	Maintain an inventory of 15,000 recent title books not requiring pre-binding	Yes	Yes
2.	Provide electronic book ordering system	Yes	Yes
3.	Charge for electronic book ordering software	0.00	No charge
4.	Trade Editions	NO BID	47.0%
5.	Publishers Library Editions	NO BID	15.0%
6.	S & L (Single Editions) Titles	NO BID	15.0%
7.	Short Discount Books	NO BID	10.0%
8.	University Press Books	NO BID	10.0%
9.	Trade Paper Back Books (no binding)	NO BID	41.0%
10.	Mass Market Paper Back Books (no binding)	NO BID	41.0%
11.	Graphic Novels	NO BID	0-47.0%
12.	Videos-pre-recorded DVD format. Commercially produced for general audiences	25%	31.0%
13.	Music Compact Disk-pre-recorded Commercially produced for general audiences	25%	10.0%
14.	Charges for books that receive no discount from publisher	NO BID	0.00%
15.	Audio books pre-recorded on CD Commercially produced for general audiences	NO BID	46.0% Trade 10.0% Non-Trade
16.	Shel-ready processing (print items)	NO BID	\$1.94 per item, hardcover books, \$3.10 per item paperback
17.	Complete bibliographic record (print item)	NO BID	\$0.35
18.	Complete bibliographic record (AV items)	1.20 Full MARC	\$0.35

	<b>Description</b>	<b>Haul n Associates</b>	<b>Baker &amp; Taylor</b>
1.	Maintain an inventory of 15,000 recent title books not requiring pre-binding	Yes	Yes
2.	Provide electronic book ordering system	Yes	Yes
3.	Charge for electronic book ordering software	None	Free of charge
4.	Trade Editions	46.7%	46.5%
5.	Publishers Library Editions	21.5%	21.5%
6.	S & L (Single Editions) Titles	21.5%	21.5%
7.	Short Discount Books	8%	8.0%
8.	University Press Books	8%	8.0%
9.	Trade Paper Back Books (no binding)	40.5%	40.5%
10.	Mass Market Paper Back Books (no binding)	40.5%	40.5%
11.	Graphic Novels	40.5%	4.5%
12.	Videos-pre-recorded DVD format. Commercially produced for general audiences	28.5%	28.5%
13.	Music Compact Disk-pre-recorded Commercially produced for general audiences	26%	25.0%
14.	Charges for books that receive no discount from publisher	0%	0.0%
15.	Audio books pre-recorded on CD Commercially produced for general audiences	45.5%	45.5%
16.	Shel-ready processing (print items)	0.00	\$3.95/unit
17.	Complete bibliographic record (print item)	0.00	\$.30/record
18.	Complete bibliographic record (AV items)	0.00	\$.30/record

**CITY COMMISSION REGULAR MTG**

**(10) (j)**

**Meeting Date:** 11/03/2021

approving Gowan Inc. to replace library cooling tower

**Submitted For:** Luke Alvey, Library

**Submitted By:** Luke Alvey, Library

**Department:** Library

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**Information**

**ACTION REQUEST (Brief Summary)**

approving Gowan Inc. to replace library cooling tower

**BACKGROUND**

The library cooling tower is in need of a full replacement. The Cooling Tower was last replaced around 2006-2007, the tower has holes rusted in housing which denigrates the efficiency of the tower. The fan blades are corroded and the fan housing is rusted. Repairing the tower would be cost-prohibitive.

The new tower will be fiberglass and the water exchanger will be separate, making the service more cost-effective.

The blower section will be outside the wet section of the tower giving the tower a longer life span.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Gowan Quote

Drawings

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**Gowan, Inc.**  
5550 Airline Dr.  
Houston, TX 77076-4998  
Cell: 281-984-8142  
Office: 713-696-5448  
Fax: 713.237.9208  
TACLA1 7399C, MPL 37572

Date: September 21, 2021

**TO: City of Texas City**  
**301 – 6<sup>th</sup> Street North (2<sup>nd</sup> Floor)**  
**P.O. Drawer 2608**  
**Texas City, Texas 77592-2608**

**Quote SER33-12244**

**ATTENTION: Glen Riske**

Choice Partners 18/060JN-11

**RE: Reymisa Cooling tower Library Replacement**

Gowan will supply the labor, tools, equipment and supervision to replace current cooling tower with fiberglass Reymisa Tower w/external heat exchanger. The duration of this job will be 1 week from start to finish. During this time the library will be without cooling. The work will be scheduled and performed in coordination with customer needs. This work is to be performed during Gowan's normal operating hours

**Scope includes:**

- **LOTO Electrical to cooling tower and Demo (by others)**
- **Isolate Valves to tower to prevent leakage**
- **Demo Tower and necessary piping**
- **Clean base for installation**
- **Set new steel base**
- **Set new exchanger, pump and tower on base**
- **Install ladder and railing on tower**
- **Install Pipping**
- **Hook pipping up to existing building loop**
- **Fill tower and loop**
- **Mount VFD for tower speed control**
- **Hook up electrical (by Others)**
- **Test operations**
- **Open valves and remove LOTO**
- **Turn A/C units on in Library and make sure they are all running**
- **Clean work Area.**
- **Dispose of old tower as per EPA regulations**

**Work Performed by Others:**

- **Electrical**
- **Crane (Gowan can assist in the rigging)**

**REYMSA COOLING TOWER**

**All-Fiberglass Construction, UV Gel-Coat Protection, Seamless Molded Basins**

**Hot Side: 200 GPM @ 100/90/80**

**Cold Side: 200 GPM @ 86/96/80**

**External Plate & Frame Heat Exchanger (SST)**

**(1) 5 hp DIRECT DRIVE Motor**

**(1) 3 hp Condenser Pump Motor**

**Vibration Cut Out Switch**

**Mechanical Brass Make-Up Valves**

**Galvanized Steel Safety Cage/Aluminum Ladder**

**Galvanized Steel Catwalk w/ Handrails**

**Steel Base Support System (galvanized)**

**15-Year Cooling Tower Structure Warranty; 7-Year Tower Motor Warranty**

See Attached Submittals.

**Base: \$99,452.00 Plus tax if applicable**

**Price:**

**Quote** Asbestos or Mold Abatement/Containment

**Excludes** Hazardous Material Disposal or Removal

**Quote Exclusions** (if checked)

- Crane
- Insulation beyond point listed
- Detail Construction Drawings
- Patching, Painting, & Signage
- Electrical
- Any work not outlined above
- Other, Overtime Labor

With the signature below we hereby authorize *Gowan, Inc.* to proceed with the above described work.

**The price is firm and will remain in effect for 10 days**

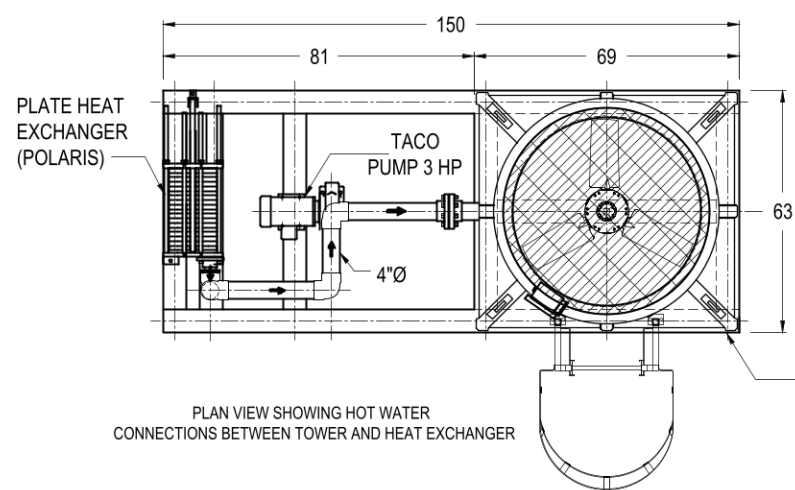
**GOWAN, INC.**

\_\_\_\_\_  
**Chris Lamb**

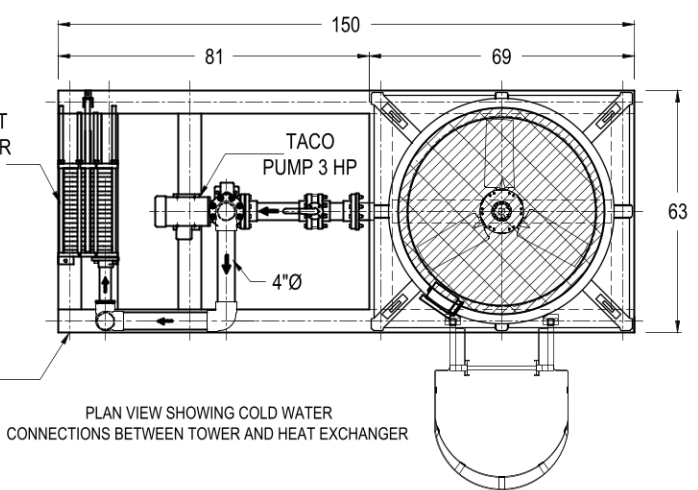
\_\_\_\_\_  
**TITLE:**

**Chris Lamb**  
**Account Executive**

This proposal is "Regulated by The Texas Department of Licensing and Regulation", P. O. Box 12157, Austin, Texas 78711, 1.800.803.9202, 512.463.6599,



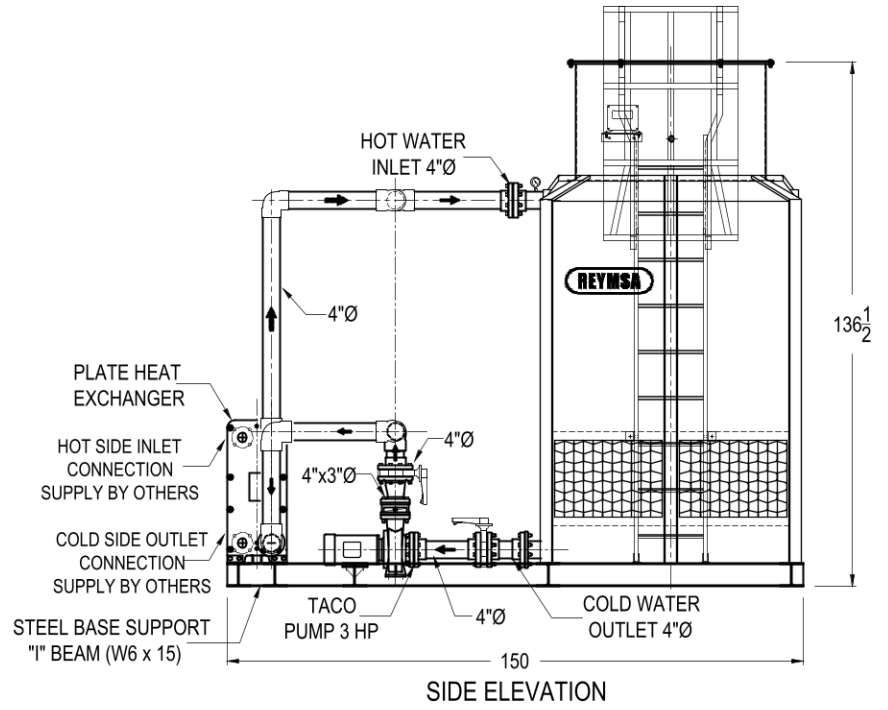
CLOSED CIRCUIT SYSTEM  
GENERAL ARRANGEMENT



PLAN VIEW SHOWING HOT WATER  
CONNECTIONS BETWEEN TOWER AND HEAT EXCHANGER

PLAN VIEW SHOWING COLD WATER  
CONNECTIONS BETWEEN TOWER AND HEAT EXCHANGER

STEEL BASE SUPPORT  
"I" BEAM (W6 x 15)



SIDE ELEVATION

ESTIMATED:  
 SHIPPING WEIGHT : 3,880 LB  
 OPERATING WEIGHT: 5,560 LB  
 - DO NOT USE FOR CONSTRUCTION, MAY VARY  
 - LADDER MUST BE SUPPORTED ON A LEVEL SURFACE

**PRODUCT DRAWING**  
 CT RTU-505105-A  
 FAN TYPE: STANDARD  
 MOTOR 5 HP, 850 RPM  
 PUMP : C13007D- 4x3x7- 3 HP\_200 GPM  
 PHE: A19A-IG10-127-TMTL56\_200 GPM

**REYMSA COOLING TOWERS, INC.**  
[www.reymrsa.com](http://www.reymrsa.com)  
 PROJECT:

APPROVAL BY:  
 Date: September 14, 2021  
 Revised: MT  
 Dwg. Scale: None  
 Dimensions: Inches  
 Dwg. No: CCS RTU-505105-A\_Pump&PHE 1/2

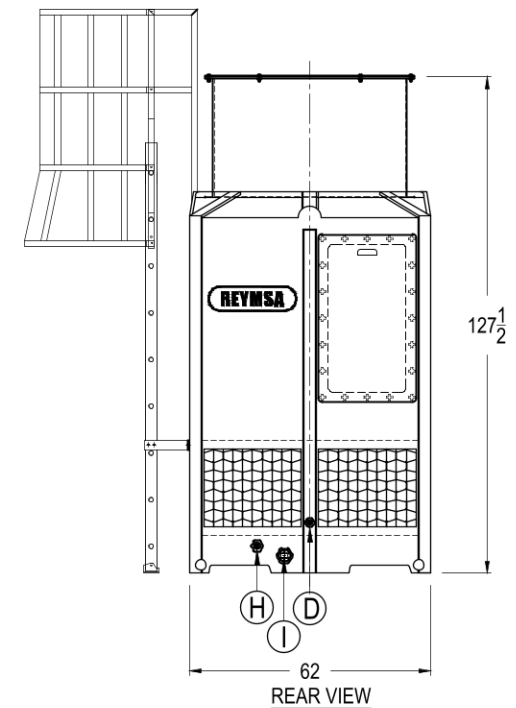
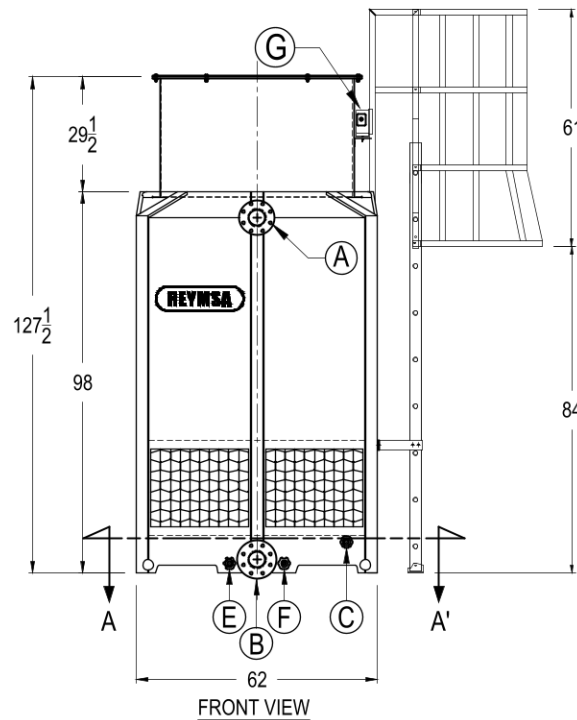
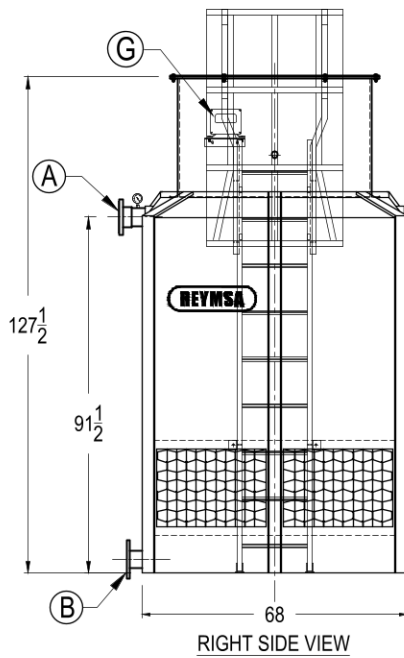
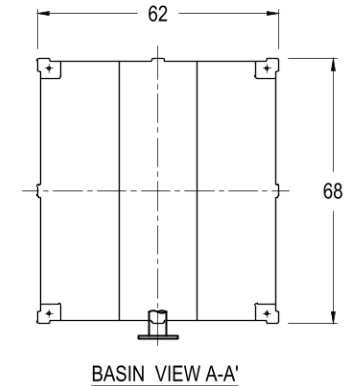
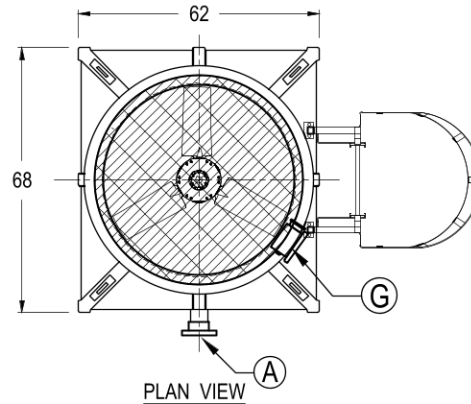


CONNECTION DIAMETER

(A) Hot Water Inlet:	1 FLANGE:	4"Ø
(B) Cold Water Outlet:	1 FLANGE:	4"Ø
(C) Overflow:	1 FPT (Female Pipe Thread):	1"Ø
(D) Water make-up:	1 FPT (Female Pipe Thread):	1/2"Ø
(E) Drain:	1 FPT (Female Pipe Thread):	1"Ø
(F) Purge:	1 FPT (Female Pipe Thread):	3/4"Ø
(G) Vibration Cut-Off Switch:	1 Per Fan Duct	
(H) Sensor Heater:	1 FPT (Female Pipe Thread):	1/2"Ø
(I) Basin Heater:	1 FPT (Female Pipe Thread):	2"Ø

NOTES:

- DO NOT USE FOR CONSTRUCTION, MAY VARY
- LADDER MUST BE SUPPORTED ON A LEVEL SURFACE



PRODUCT DRAWING

CT MODEL RTU-505105-A  
 FAN TYPE: STANDARD  
 (1) MOTOR 5 HP, 850 RPM  
 SHIPPING WEIGHT : 1,737 Lb  
 OPERATING WEIGHT : 3,074 Lb  
 BASIN CAPACITY: 111 Gal

REYMSA COOLING TOWERS, INC.

www.reymsa.com

PROJECT:

APPROVAL BY:

Date: September 14, 2021

Revised: MT  
 Dwg. Scale: None  
 Dimensions: Inches

Dwg. No: CCS RTU-505105-A\_Pump&PHE 2/2



**CITY COMMISSION REGULAR MTG**

**(10) (k)**

**Meeting Date:** 11/03/2021

Sanitation Department 2021 Rear Load Garbage Truck

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

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve the purchase of a rear load garbage truck for the Sanitation Department.

**BACKGROUND**

The Sanitation Department is requesting approval for the purchase of (1) 2022 rear loading garbage truck. This truck would be purchased from Scranton Manufacturing Company Inc., via BuyBoard Contract 599-19. The total price for this garbage truck is \$163,449.00, which is funded in the 2021/2022 City of Texas City Budget's Capital Equipment Replacement Fund.

A copy of the BuyBoard worksheet is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to award the purchase and delivery the International Rear Load Garbage Truck, for the BuyBoard contract price of \$163,449.00

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A  
Resolution

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<b>CONTRACT PRICING WORKSHEET</b> For Standard Equipment Purchases		Contract No.:	599-19	Date Prepared:	10/27/2021
<b>Scranton Manufacturing Co., Inc.</b> 101 State St. Scranton, IA 51462					
Buying Agency:	City of Texas City		Contractor:		
Contact Person:			Prepared By:	Tanner Rupiper	
Phone:			Phone:	712-830-6815	
Fax:			Fax:		
Email:			Email:	trupiper@newwaytrucks.com	
Product Code:	8041	Description:	New Way Cobra - 20yd body		
<b>A. Product Item Base Unit Price Per Contractor's Contract:</b>					\$64,320
<b>B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable</b> (Note: Published Options are options which were submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
Reeving Cylinder		\$5,846			0
Kick Bar and Container Latches		\$3,640			
LED Work Lights		\$274			
Strobe Lights Upper Tailgate		\$551			
			Subtotal From Additional Sheet(s):		
				Subtotal B:	\$10,312
<b>C. Unpublished Options - Itemize below - Attach additional sheet if necessary</b> (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)					
Description		Cost	Description		Cost
Extra Valve Section with handle		\$735	Hydraulic tubing for future cart tipper		\$188
Extended Loadsill		\$745			0
Tailgate Seal Extension		\$396			0
In Cab Controls for Tailgate and Eject		\$880			0
Mud Flaps		\$205	Subtotal From Additional Sheet(s):		
		0			
				Subtotal C:	\$3,149
<b>D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)</b>					
Quantity Ordered:	1	X Subtotal of A + B + C:	\$77,781	=	Subtotal D: \$77,781
<b>E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>					
Description		Cost	Description		Cost
Chassis - International HV607		\$82,268			
Freight		\$3,000			
Buyboard Fee		\$400			
				Subtotal E:	\$85,668
<b>Delivery Date:</b>			<b>F. Total Purchase Price (D+E):</b>		<b>163,449</b>

**RESOLUTION NO. 21-103**

**A RESOLUTION APPROVING THE PURCHASE OF A REAR LOAD GARBAGE TRUCK FOR THE SANITATION DEPARTMENT THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the Texas City Public Works Department requests the approval of purchasing a rear load garbage truck for the Sanitation Department; and

**WHEREAS**, funds for this purchase are available through the 2021/2022 Fiscal Year Budget; and

**WHEREAS**, it is the recommendation of the Public Works Department to award the above mentioned item to Scranton Manufacturing Company, Inc. through BuyBoard (Contract No. 599-19) for the approximate purchase price of \$163,449.00.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the purchasing a rear load garbage truck for the Sanitation Department from Scranton Manufacturing Company, Inc. through BuyBoard (Contract No. 599-19), for an approximate price of \$163,449.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 3rd day of November 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**Ord 14-03**

**Meeting Date:** 11/03/2021

Consider approval of a request to amend the City of Texas City’s 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 City of Texas City’s fiscal year 2021-2022 budget.

**BACKGROUND**

A budget amendment is needed to create an additional Deputy City Marshal position and to appropriate funds to pay for salary and benefits of this new position.

This position executes warrants of arrest, subpoenas, legal process issuing out of the Municipal Court and performs code enforcement duties at the direction of the City Marshal. This position will also perform other security duties as assigned. Pay will be between \$25 and \$28 per hour in a 40 hour work week. This budget amendment creates the position and funds the salary and related benefits from the General Fund Unassigned Fund Balance.

Job description is attached.

**ANALYSIS**

Budget amendment is as follows:

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

Salary and Benefits	\$71,000.00
Unassigned Fund Balance	(\$71,000.00)

**ALTERNATIVES CONSIDERED**

**Fiscal Impact**

**Attachments**

Deputy City Marshal  
Ordinance

Deputy City Marshal

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Reports to: City Marshal  
Position Control No.: 3555

Department: Marshal's Office  
 Exempt  Non-Exempt  
 Full Time  Part-Time  Seasonal

Department Head Approval:

*Jammy Odum, CCM*

Date: October 4, 2021

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**JOB SUMMARY:**

Executes warrants of arrest, subpoenas, legal process issuing out of the Municipal Court and performs code enforcement duties at the direction of the City Marshal.

**ESSENTIAL FUNCTIONS:**

1. Arrests persons with outstanding warrants.
2. Researches names, addresses and places of work for wanted persons to locate them for arrest.
3. Assists with court operations as needed (act as bailiff, etc.)
4. Files arrest, incident and other reports as required.
5. Remains current with all training and licenses required by the State or City for the position.
6. Become familiar with and serves civil process as required by Municipal Court.
7. Uses problem solving skills, creativity, and innovative approaches to identify concerns, present options for courses of action, identify resources, plan for implementation of desired changes and evaluate success.
8. Coordinates information and resources among other department employees, public and private agencies and citizens regarding problems and solutions.
9. Demonstrates and maintain the ability to communicate effectively, both orally and in writing.
10. Demonstrates and maintains the ability to analyze situations and adopt a quick, effective and reasonable course of action. This includes the ability to remain calm, composed, undistracted and in full control of cognitive abilities while functioning appropriately in hostile, dangerous or fearful situations that require force, up to and including deadly force.
11. Maintains rational, cognitive decision-making abilities and self-control in situations or environments that may be personally offensive or which involve considerable stress, danger, personal risk, violence or hostility. This includes the ability to exercise restraint when verbally or physically provoked.
12. Demonstrates and maintains the ability to lift, drag, push or pull people or objects, and the ability to use restraining devices and hands/feet for self-defense.
13. Maintains state required proficiency with a firearm and all other T.C.O.L.E. mandated annual training.
14. Demonstrates and maintains the ability to walk, run, jump or dodge obstacles, climb stairs, fences and ladders in pursuit of fleeing suspects.
15. Conducts him/herself in accordance with high ethical standards, both on and off duty.
16. Maintains an acceptable level of competence, professionalism, and ability to ensure duties are performed as outlined in this job description.

17. Efficiently manages work time to accomplish assigned goals.
18. Performs other related duties as directed by the Chief Administrator.
19. Prepares statistical reports as required by the Chief Administrator.
20. Performs Code Enforcement duties as assigned by the Chief Administrator.
21. Provides security to ensure the safety of city employees, citizens, and visitors to City Hall.

**QUALIFICATIONS:**

1. Must be a US Citizen.
2. Must be a licensed peace officer in the State of Texas and hold a Master or Advanced Peace officer proficiency certification or any equivalent combination of training, education, and experience which provides the required knowledge, skills, and abilities necessary.
3. Must be current with all state required training.
4. Must have high school diploma or GED.
5. No pending disciplinary actions or open investigations.
6. Must have never have been convicted OR have been on court-related community supervision or probation for any offense above the grade of a Class B misdemeanor or a Class B misdemeanor within the last ten years.
7. Must have never have been convicted of or given deferred judgment for any family violence offense.
8. Must have a valid and current Class "C" driver's license.
9. Must be able to pass physical, literacy and psychological examinations.
10. Must be able to work efficiently in the field without direct supervision.
11. Vision must be at least 20/100 in each eye correctable to 20/20. Normal color and peripheral vision.
12. Must be able to successfully pass a hearing test.
13. If applicant has military service, discharge must be listed as honorable.

**PHYSICAL REQUIREMENTS:**

1. Must be able to lift, drag, push, pull or carry people or objects in excess of 200 pounds.
2. Must be able to walk, run, jump or dodge obstacles, climb stairs, fences and ladders in pursuit of fleeing suspects.

**NOTE:** The above statements are intended to describe the general nature and level of work being performed by the person assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, skills and physical demands required of personnel classified.

**APPLICANT:** Are you cable of performing in a reasonable manner the activities involved in the job or application for which you have applied? Yes/No \_\_\_\_\_

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Signature

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Date

**ORDINANCE NO. 21-33**

**AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO CREATE AN ADDITIONAL DEPUTY CITY MARSHAL POSITION AND APPROPRIATE FUNDS FOR THE SALARY AND BENEFITS OF THIS POSITION; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**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 create an additional Deputy City Marshal position and appropriate funds for the salary and benefits of this position.

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

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

**SECTION 2:** That the budget for Fiscal Year 2021-2022 of the City of Texas City, Texas, is hereby amended as follows:

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

Salary and Benefits	\$71,000.00
Unassigned Fund Balance	(\$71,000.00)

**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 3rd day of November 2021.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney