

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 1, 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
 - (a) PROCLAMATIONS AND PRESENTATIONS
- (5) REPORTS
 - (a) Communication and Marketing Update
 - (b) Utilities Customer Service
- (6) PUBLIC HEARING
 - (a) Francisco Ortego requests to rezone from "A" (Single-Family Residential) to "E" (General Business) to allow for the use by rental of an Enclosed Building to host family gatherings, birthday parties, quinceaneras, and similar events.
- (7) PRELIMINARY ZONING APPROVAL
 - (a) Consider and take action on the request from Francisco Ortego to rezone from "A" (Single-Family Residential) to "E" (General Business) to allow for the use by rental of an Enclosed Building to host family gatherings, birthday parties, quinceaneras, and similar events.
- (8) PUBLIC COMMENTS
- (9) CONSENT AGENDA

- (a) Approve City Commission Minutes for November 17, 2021 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 21-111, approving a contract for RFP Professional Consultant to Administer ARP Texas Emergency Rental Assistance Program. (Community Development)
 - (c) Consider and take action on Resolution No. 21-112, authorizing the casting of votes for the Galveston Central Appraisal District Board of Directors for 2022-2023. (Management Services)
 - (d) Consider and take action on Resolution No. 21-113, authorizing the write-off of utility receivables past due and deemed to be uncollectible as of September 30, 2021. (Finance)
 - (e) Consider and take action on Resolution No. 12-114, authorizing the write-off of EMS receivables past due and deemed to be uncollectible as of September 30, 2021. (Finance)
 - (f) Consider and take action on Resolution No. 21-115, authorizing designated signatories for contractual documents and documents requesting funds pertaining to Community Development Block Grant - Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract No. 22-085-017-D253. (Emergency management)
 - (g) Consider and take action on Resolution No. 21-116, approving and adopting the Community Development Block Grant- Mitigation (CDBG-MIT) Civil Rights Policy. (Emergency Management)
 - (h) Consider and take action on Resolution No. 21-117, approving the purchase of a Ford expedition for the Texas City Economic Development Corporation. (Economic Development)
 - (i) Consider and take action on Resolution No. 21-118, approving a Contractor Agreement for the Texas City Economic Development Corporation Strategic Plan. (Economic Development)
- (10) REGULAR ITEMS
- (a) Consider and take action on Ordinance No. 21-35, amending the fiscal year 2021-2022 budget to increase the Municipal Court's Technology Fund office supplies budget for upgrading courtroom cameras and recording equipment. (Finance)
 - (b) Consider and take action on Resolution No. 21-119, authorizing the purchase of one (1) Type I Medic Unit from Frazer/Sterling McCall through the H.G.A.C Buy Program. (Fire Department)
 - (c) Consider and take action on Resolution No. 21-120, authorizing the purchase of one (1) LIFEPAK 15 Monitor/Defibrillator and one (1) LUCAS Chest Compression System from Stryker Medical. (Fire Department)
 - (d) Consider and take action on Ordinance No. 21-36, amending the fiscal year 2021-2022 budget to appropriate funds for a new medic unit and related equipment. (Finance)
- (11) COMMISSIONERS' COMMENTS

(12) MAYOR'S COMMENTS

(13) ADJOURNMENT

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

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 NOVEMBER 24, 2021, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 12/01/2021

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Communication and Marketing Update

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report



Texas City
EST. 1911

2021 Marketing Report

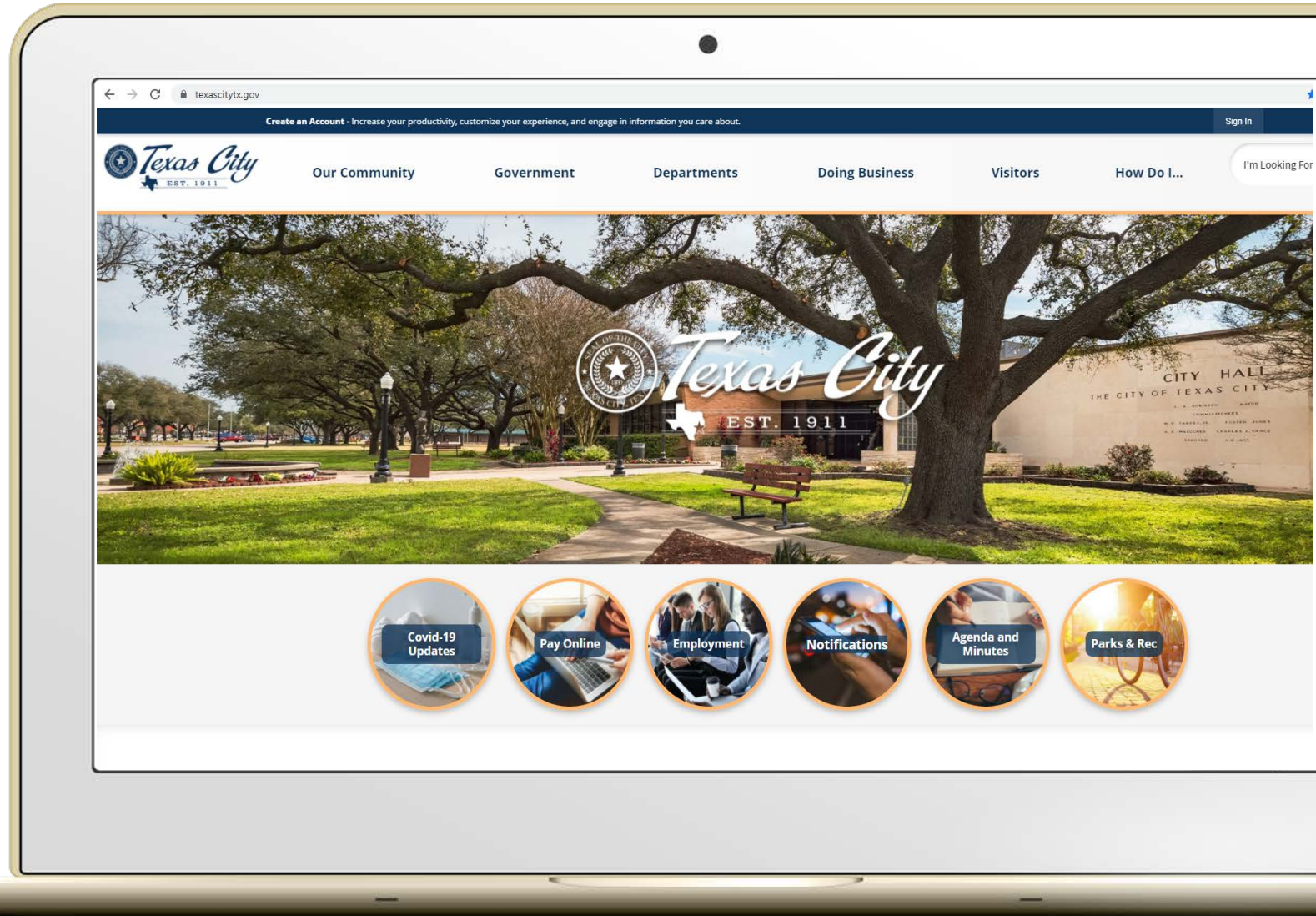
Recap Video

Newly Redesigned City Website

Fresh

Clean layout

Easy to Use



Future Projects



**Quarterly
Newsletter**



**Maintain
Website**



**Grow
Followers on
all Social Media**



**Improve
Channel 16**



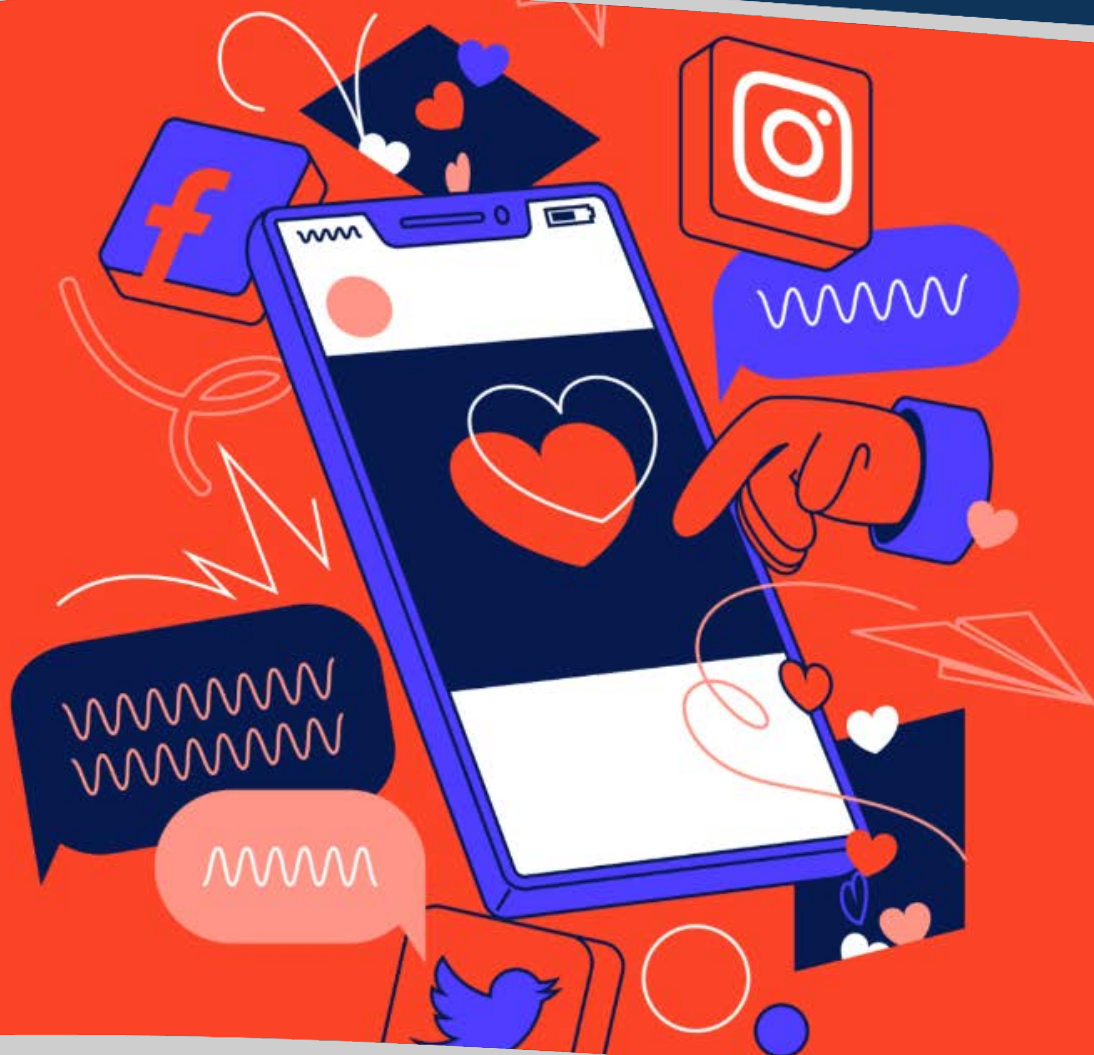
**Promotion of
Tourism**







**Coordinate
Annual
Events**



Have Baby Noah early January – I'll be back in March.



Snap shot Social Media Followers

-  Facebook 30K
-  Instagram 3,684
-  Twitter 1,826
-  YouTube 721 Subscribers

GUESS WHAT WEDNESDAY IS

DECEMBER 15



UGLY CHRISTMAS SWEATER DAY!



Texas City



EST. 1911

Thank You

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 12/01/2021

Submitted For: Veronica Carreon, Transportation and Planning

Submitted By: Rhomari Leigh, City Secretary

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Francisco Ortego requests to rezone from "A" (Single-Family Residential) to "E" (General Business) to allow for the use by rental of an Enclosed Building to host family gatherings, birthday parties, quinceaneras, and similar events.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report

Ariel View

picture 1

picture 2

picture 3

picture 4

picture 5

Minutes

Minutes

Memo

To: Zoning Commission
From: Kim Golden, Engineering & Planning
CC: Doug Kneupper, P.E.
Date: October 28, 2021
Re: 5801 E.F.Lowry Expy – Francisco Ortega requests to rezone from “A” (Single Family Residential) to “E” (General Business) to allow for the use by rental of an ~~Open Air Pavilion~~ Enclosed Building to host family gatherings, birthday parties, quinceaneras and similar events.

Background: This application was previously considered by the Zoning Commission at the October 19, 2021 meeting and deferred to allow additional time for the Applicant to work with staff regarding the anticipated use of the property. Through its attorney, the Applicant/Owner, Francisco A. Ortega, is maintaining its request for rezoning from “A” (Single Family Residential) to “E” (General Business) for a 7.367 acre parcel with an existing open air pavilion including animal stalls, livestock pens and restrooms (2 rooms with one toilet and sink in each room). The rezoning application is amended by counsel is requested to allow the use of **an enclosed building** as a rental event space for family gatherings, birthday parties, quinceaneras, and other similar events. The applicant states each event will require the customer to hire 1 or 2 security personnel, to require a security deposit to assure cleaning of the pavilion and surrounding grounds, and will allow the existing stable/pens to be used by the customer for the petting of farm animals. The amendment to the application states the Applicant “agrees to prohibit the use of the building for ‘flea markets’ or ‘garage sales.’ The Applicant agrees to his initial usage of the building as a rental event space for family gatherings, birthday parties, quinceaneras, and other similar event as stated in the original application.”

This property is the subject of a pending code violation case with a cease and desist order in place because the site was being operated as an open air event venue without the necessary permits or appropriate zoning.

Applicable Plans, Ordinances and Districts:

LAND USE PLAN: The subject property is located in an area identified as “Business and Light Industrial Growth Area” in the City of Texas City Land Use Plan available on the City’s website. See attached excerpt from the Land Use Plan.

The Land Use Plan states “Business and Light Industrial Growth Areas should consist of a combination of office and mixed commercial uses, research and development facilities, and light industrial plants in coordinated, master planned campus like settings. Interdependent and complimentary businesses and industries are ideal for these areas. The business and light industrial growth areas shown on the Plan are well served by existing freeways, thoroughfares, and major railways. A number of pipelines are also

located in these areas. Planning for the types of uses identified herein can be more easily accommodated with the existing pipe lines and other physical conditions”

ZONING: The subject property is bounded on the west by property zoned “E” and “F”. It is bounded on the east by property zoned “A” residential, but that property is undeveloped and bounded to the east by developed property zoned “E”

160.035 District E – General Business - Purpose. District E is intended to provide for an extensive variety of **enclosed** retail and commercial services to serve the overall needs of the community. Due to the variety and potential intensity of these uses, they should be located along major transportation corridors and be appropriately buffered from residential areas. (emphasis added).

160.041 District F – Light Industrial - Purpose. District F is intended to provide for light manufacturing, wholesale and warehousing operations in an **enclosed** area. These uses are not of the variety to emit excessive noise, vibration, smoke or odor. (emphasis added).

160.006 OF THE ZONING CODE DEFINES USABLE OPEN SPACE. An open area or recreational facility which is designed and intended to be used for outdoor living and/or recreation. An area of common usable open space shall have a slope not exceeding 10%, shall have no dimension of less than ten feet, and may include landscaping, walks, recreational facilities, water features and decorative objects such as art work or fountains. **USABLE OPEN SPACE** shall not include: rooftops; accessory buildings, except those portions of any building designed specifically for recreational purposes; parking areas; driveways; turn-around areas; or the right-of-way or easement for streets or alleys.

“Usable Open Space” is not a principal use for either District E or District F.

SPECIAL DISTRICTS: The location is within a Gateway Corridor Overlay District.

STAFF COMMENTS: (1) Applicant was advised that access to water and sewer for this site is problematic and has satisfied itself that access to water and sewer are satisfactory. (2) Staff advised the more appropriate zoning for the intended use would be the SP District, but Applicant objected to the recommended change as “moving the goal posts”. Instead Applicant amended the application to remove the reference to open air events and limit its use to an enclosed building. Such limited use to an enclosed building would comply with the allowed uses for District E – General Business. The revised application also prohibits the use of the property for flea market or garage sale type events.

Another topic of discussion was the notion of a petting zoo at the rental events. It was unclear whether Applicant intended to have the animals boarded at the site continuously or would be moving them to the site temporarily and only during the time of the rental events. It was suggested to prohibit animals at the site, but that provision was not included in the amendment. The Applicant’s intentions regarding the boarding of livestock remains unclear.

During conversation Applicant’s counsel suggested the existing vegetation would suffice to meet the requirements of the Gateway Overlay District. Recent photographs of the existing vegetation are attached for the Board’s information and reference.

Lastly, Applicant was asked to provide a Zoning Exhibit to adequately describe its intentions regarding parking, driveway, landscaping, screening wall, etc. Applicant declined to provide the requested exhibit, preferring instead to mark and approximate location for parking on the plat.

Analysis / Recommendation:

Rezoning from "A" (Single Family) to "E" (General Business) does not seem inconsistent with the existing zoning pattern or the COTC Land Use Plan. However, the SP District would be more appropriate for the applicant's anticipated use and the unique characteristics of the site. Applicant's amendment to use an enclosed building for the event rental space is a better fit for the District E – General Business.

RECOMMENDATION: Because the intended use of an enclosed building as a rental venue for family gatherings and other social events is not inconsistent with the principle uses contemplated in the ordinance for the District E (General Business), the rezoning from "A" to "E" would not be inappropriate. However, Applicant would still be required to comply with all applicable provisions of the Gateway Overlay District and the applicable building codes.

Applicant declined to provide a Zoning Exhibit as requested. Additionally, the existing vegetation would not seem to satisfy the landscaping requirements of the Gateway Overlay District. Therefore, applicant's intentions regarding compliance with these other requirements is unclear. Any final action regarding rezoning should be subject to the Applicant providing a Zoning Exhibit or a site plan which complies with the requirements of the Gateway Overlay District.











ZONING COMMISSION MINUTES NOVEMBER 2, 2021

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, November 2, 2021 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Thelma Bowie and Bruce Clawson. Staff members present were: Kimberly Golden, Herman Meyers and Veronica Carreon. Citizens present were: Francisco and Karina Ortega; and Carlos Garza.

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 minutes from October 19, 2021 were approved on a motion by Gary Potter/Thelma Bowie. All members present voted aye.

ITEM NO. 1 Review and approval of a request from Francisco Ortega to rezone from "A" (Single Family Residential) to "E" (General Business) to construct an open-air pavilion enclosed building for family gatherings, birthday parties, quinceaneras, small flea market and other similar events. Located at 5801 Emmett F. Lowry Expressway, Texas City. (Action)

Ms. Golden stated that this application was previously considered by the Zoning Commission at the October 19, 2021 meeting and deferred to allow additional time for the Applicant to work with staff regarding the anticipated use of the property. Before meeting with Mr. Carlos Garza (on behalf of Mr. Francisco Ortega) and Mr. Doug Kneupper, Ms. Golden apprised herself with the zoning ordinance and considered District "S-P" (Site Plan) to be a better fit for the applicant's request. When discussed at the meeting, held October 26, 2021, with Mr. Garza, he did not want to change the rezoning request. Mr. Garza maintained that by changing their intended proposition to an enclosed structure this will make their intended use compliant with District "E" (General Business). Ms. Golden and Mr. Kneupper did not disagree with this decision. She stated that other items came up for discussion during their meeting, which included (1) the petting zoo - which is unclear as to whether or not the animals will stay in the facility at all times are just brought in for events. There was no clear answer for this item and is something that should be explored further. The other item is (2) the landscaping requirement of the Gateway Overlay District. Mr. Garza suggested that the applicant may possibly want to use the existing vegetation as landscaping (pictures presented to the board). These are the two items that are still out for compliance with the ordinance. In terms of the application to rezone to District "E", it now syncs up with their intended use as long as they have the enclosed structure. Mr. Bruce Clawson then inquired about the issues raised regarding the water and sewer to which, Ms. Golden stated that the owner has satisfied himself with the water and sewer and believes they have a septic system installed. Mr. Gary Potter then asked about the landscaping and thought that where District "E" is involved there were general requirements that should follow the ordinance and he did not see any on the presented pictures. Ms. Golden replied that the ordinance does also allow for some consideration to be given to whether existing vegetation satisfies the standard or not. In their conversations, Mr. Garza stated that they wanted that considered. The information was brought to Commission so that they were aware it was in the conversation. Chairman O'Brien stated that now that the property would be considered a business, the City could call for improvements of vegetation along the gateway – meaning this is something that could be considered if the zoning change is approved and perhaps add some stipulations. Then when taken to Planning Board those stipulations could be addressed. There was then a brief

conversation about who owned the road in front of the applicant's property, to which Ms. Golden stated that she could speak to the applicant to get that information.

Mr. Garza then gave presentation and stated that in his meeting with Ms. Golden and Mr. Kneupper, they discussed the addendum that Mr. Garza sent on October 28, 2021, and all agreed that the applicant would amend the application from an open air pavilion to an enclosed building in order to comply with District "E" requirements. He stated that they discussed the possibility of installed garage doors on the building and/or permanent enclosure similar to the Showboat Pavilion on 6th Street. As for the concern about water, Mr. Garza stated that there is city water available for the property and a septic tank is currently being used by the applicant. Mr. Garza also stated that the maximum limit of guests would be 100. Another item discussed in the meeting was any electrical wiring, which he agreed would be installed underground. Flea markets and garage sales are not allowed in the requested zoning district, and it was agreed to remove those items from the application. They also agreed to limit the building to the other aspects of what the building would be used for – family gatherings, birthday parties, quinceaneras and other similar events listed on the application. The applicant is aware of the Gateway Ordinance and has agreed to comply and provide proper shrubbery and anything else that needs to be done to minimize any viewing of the inside of the property as required per the ordinance. In the addendum, the applicant has also agreed to follow any building codes required by the City. Parking for the building will be located to the east of the building, so that any noise will be muffled by the building and not disturb the neighbors to the west. Restrooms will be made handicap accessible and stalls provided in the ladies restroom. The issue with regards to the petting zoo, and the cattle behind the building, were discussed and Ms. Golden indicated that they should not be there. Mr. Garza stated that the applicant had no opposition to this and would comply with this requirement. As for the petting zoo, the animals will only be brought in to the property for the occasion. Ms. Thelma Bowie then asked about the garage doors and if the animals would be in the building to which Mr. Garza stated yes. She then asked how the applicant would control the number of attendees. Mr. Garza stated that crowd management would be controlled in the same manner that the City manages crowd control at City facilities. The applicant has agreed to provide security, which will be paid by the renter, as well as a security deposit for use of the building. If alcohol is served, a security officer(s) will be present to monitor the event. Mr. Clawson then expressed his concern about parking, to which Ms. Golden stated that was why she had suggested that the applicant request District "S-P" instead of District "E" for rezoning. If approved as District "E", the applicant will still have to go through all the permitting process for their building, and at that time, staff will review their site plan to ensure they are complying with the applicable codes regarding parking and where the driveway will be located. Although their intention is to enclose the existing building, the building has not yet been determined to be code compliant. The threshold still has to be determined to be code compliant and whatever modifications they intend to make also have to be code compliant. Mr. Garza again stated that the applicant will do whatever needs to be done to comply with the gateway ordinance and building codes. After presentation, **a motion was made by Bruce Clawson/Gary Potter to open the Public Hearing. All members present voted aye.** Ms. Karina Ortega stated that Mr. Ortega will work with an architect to follow the city's ordinance and guidelines. Mr. Clawson stated that this is going to be a huge effort and is concerned that the building will not comply. There were no questions for the applicant and **a motion was then made by Gary Potter/Bruce Clawson to close the Public Hearing. All members present voted aye.** Chairman O'Brien then stated that the one thing not mentioned at the meeting is the fact that this request does fit the Land Use Plan and from his perspective he believes District "S-P" would have been more appropriate, noting that District "E" zoning will give the applicant more responsibility, and more things to have to be compliant with. Mr. Clawson stated his concern that he does not believe the

project is “doable”, to which Mr. Garza replied that Mr. Ortega has found a niche in the Hispanic community and is willing to do what it takes to be compliant. **A motion was made by Perry O’Brien/ to grant the request, noting that this was a code violation to begin with, and that this would be a nice compromise – both an advantage to the city in being a new business, and commending the applicant for pursuing the right steps. All members present voted aye, except for Thelma Bowie who opposed.**

ITEM NO. 2 Other business.

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

Kimberly Golden, Secretary

Date

Minutes approved by the Zoning Commission at its meeting on _____.

ZONING COMMISSION MINUTES OCTOBER 19, 2021

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, October 19, 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: Kimberly Golden, Herman Meyers and Veronica Carreon. Citizens present were: Casey Genovese, Linfield, Hunter & Junius, Inc.; Clementine Carter; Francisco and Karina Ortega; Anthony Chapa; Rahim Maknoja; Carlos Garza; Shelia Dixon; Brenda Davis; Mayor Dedrick Johnson; and Dennis Harris, TCFD Fire Marshal.

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 minutes from October 12, 2021 were approved on a **motion by Gary Potter/Thelma Bowie. All members present voted aye.**

ITEM NO. 1 Review and approval of a request from Casey Genovese to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct a retail store. Located at the west side of SH3, approximately 750' southeast of Memorial Drive, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. The applicant is requesting to rezone the property from "A" (Single Family Residential) to "E" (General Business). She stated that Mr. Doug Kneupper informed her that the anticipated project is a Dollar General and that past retail developments that have tried to change the zoning on this area have been unsuccessful. This development seems to be compliant with both the Land Use Plan and the zoning of the area and also compliant with being in the midst of residential development. It is on a thoroughfare so it does not interfere with the residential nature of the surrounding properties. Staff has reviewed and have no objections except that it may be tricky to get sewer to the location, but that is something that will be addressed as the developer moves forward. Mr. Casey Genovese explained that he discussed the sewer issue with Corbin Ballast, Utilities Director, and agreed that they would go through the county and a septic system would be installed. After presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** Ms. Clementine Carter, Resident, then expressed that she is against the project because she doesn't like the idea of being in a "commercial" area because of a business. She stated she is concerned about the increase in taxes and in traffic, and is against any type of business in the neighborhood. Ms. Shelia Dixon and Ms. Brenda Davis, Residents, asked where the retail business would be located in reference to their homes. Mr. Genovese indicated the distance between the homes on Opal Street and the back of the proposed lot. He stated that there will be a 6' wood fence installed for screening across the back of the property, and in consideration for the neighbors, the developer is having the building constructed as far from the residents per City requirements. There is also a buffer of approximately 100' between the back of the property and the neighbors on Opal Street. Being in the Gateway Overlay District there are additional requirements that the developer will meet as well. After the discussion, **a motion was made by Gary Potter/Thelma Bowie to close the Public Hearing.** Chairman O'Brien reminded all in attendance that regardless of the rezoning request result at today's meeting, the Zoning Commission is not the last stepping stone. This request will also go before City Commission for final say. Ms. Bowie then expressed her concern and that she understood how the neighboring residents feel about the rezoning request, but that she also knows the owners of the property in question and is split

between the two. Ms. Davis then stated if taxes are not raised, then she is okay with the rezoning request. Chairman O'Brien stated that he could not give an answer to that concern. There were no additional comments or discussion and a **motion was made by Gary Potter/Aric Owens to approve the rezoning request. All members present voted aye, except for Thelma Bowie who voted no.**

ITEM NO. 2 Review and approval of a request from Rahim Maknoja to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct a fuel station and convenience store. Located at the southwest corner of 25th Avenue North and 34th Street North, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. This request was previously submitted (Sayid Ali – Texas City Express) and approved in April 2020 but expired because the previous applicant did not begin construction within the necessary time frame. The new applicant, Rahim Maknoja is requesting rezoning of this property for the same purpose and it does not look as if much has changed from the previous request. After presentation, **a motion was made by Thelma Bowie/Gary Potter to open the Public Hearing. All members present voted aye.** Ms. Karina Ortega, Resident, stated she was in favor of the rezoning request. There were no 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 Thelma Bowie/Gary Potter to approve the rezoning request. All members present voted aye.**

ITEM NO. 3 Review and approval of a request from Francisco Ortega to rezone from "A" (Single Family Residential) to "E" ((General Business) to construct an open air pavilion for family gatherings, birthday parties, quinceaneras, small flea market and other similar events. Located at 5801 Emmett F. Lowry Expressway, Texas City. (Action)

Ms. Golden provided the background information for this rezoning request. The applicant is requesting to rezone the property from "A" (Single Family Residential) to "E" (General Business). This request started as a code violation because it was operating without a Certificate of Occupancy (CO) and without the necessary zoning approvals. Mr. Doug Kneupper has been working on this project with Mr. Carlos Garza and the applicant and it was suggested to change the zoning from "A" to "E". The property is 7.367 acre parcel. It does have an existing open air pavilion and the intended use is for an open air venue. Ms. Golden stated that when she began reading the ordinance for "E", and even "F" (Light Industrial), it was very clear that those uses are intended to be enclosed. Ms. Golden stated it's possible that a legislative solution may need to be applied - which is to provide open air venues in some zone somewhere, because she could not locate a zoning for this type of venue in the ordinance. It's possible the Zoning Commission may have to consider revising a zoning district, especially in the context of covid where we might want to promote this type of option of large gatherings in open spaces. Ms. Golden stated that from a Land Use Plan perspective, the rezoning to "E" would not be appropriate or fit the use for the proposed request. Staff comments for this request were: (1) access to water and sewer for this site is problematic. The closest available appears to be at Willow and FM 1764 (E.F.Lowry Expy). (2) Fire Marshall has no objection to use of the open air pavilion as an assembly venue for parties and gatherings, but advises this use for flea markets or garage sale type activities should be prohibited as this location is in the Gateway Corridor. Mr. Perry O'Brien stated that "S-P" is one of the zoning districts used in the past, but is concerned that if it would be a "catch all" if the scope of the business were to change. Ms. Golden stated that she is not sure that option is not appropriate, but has no basis to apply to this option. Perhaps this request should be deferred until a little more investigating is done or work with the applicant and judge to petition additional time for this request. After presentation, **a motion was**

made by Gary Potter/Thelma Bowie to open the Public Hearing. All members present voted aye. Mr. Carlos Garza then began his presentation and stated that Mr. Francisco Ortega would like to propose is to create a facility for quinceaneras, weddings, family gatherings, etc. It is proposed as an open air pavilion. The project is now prohibited from moving forward because the contractors were working without permits. It was agreed with the judge and prosecutor that Mr. Ortega's intent is to continue this project properly through the zoning process and then obtain building permits per City Ordinance. Mr. Garza stated that there are 2 issues with the project. One is access to water and sewer, to which he is not sure if Mr. Ortega is connected to a water line, but Mr. Ortega did build the pavilion with 2 restrooms. The other issue is enclosure. He discussed this issue with Ms. Golden and he suggested she take a look at the "garage doors" at the Showboat Pavilion, which she did. Mr. Garza stated that it does not state in the ordinance that there has to be a permanent closure and if you install garage doors, it is then enclosed. With regards to water access, he suggested that perhaps the applicant could tie in to a neighboring existing business. Regarding the flea market, Mr. Ortega has agreed with the Fire Marshal not to have one. In regards to music, there are no neighbors near the location to disturb. In conclusion, Mr. Garza pointed out that there are will not be any odor, dust or gas fumes emitted; there is no warehousing or manufacturing. The uses that Mr. Ortega has listed are not inclusive, they are only examples of what the pavilion could be used for. There is no prohibition stating that you cannot have a concept to attempt what Mr. Ortega is presenting, has to be enclosed. Mr. Garza stated if the board would like Mr. Ortega to meet with Ms. Golden to work out enclosure details, then he would be happy to do that. There were no 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.** Ms. Karina Ortega stated that instead of a flea market, they are considering to present a Fall Festival similar to Three Acres in Santa Fe. Chairman O'Brien stated that Mr. Ortega's project is a great project, but is not sure how it would fit into "SP" or "E" and that the board can either agree with Ms. Golden's recommendation or defer the decision and give her 2 weeks to do more research on the proper zoning. There were no additional comments or discussion and **a motion was made by Gary Potter/Perry O'Brien to approve the rezoning request based on the applicant and Ms. Golden coming to an agreement on the exact zoning. The motion failed to pass due to a 2-2 vote.** Aric Owens, stated he did not necessarily vote no, but would like to see a plan. Ms. Bowie stated she would like to defer the decision until more information is presented. **A motion was made by Gary Potter/Thelma Bowie to defer this request till the next meeting to hear the results of the negotiations between Ms. Golden and Mr. Ortega. All members present voted aye.**

ITEM NO. 4 Other business.

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



Kimberly Golden, Secretary

11/2/2021

Date

Minutes approved by the Zoning Commission at its meeting on November 2, 2021.

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 12/01/2021

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Rhomari Leigh, City Secretary

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on the request from Francisco Ortego to rezone from "A" (Single-Family Residential) to "E" (General Business) to allow for the use by rental of an Enclosed Building to host family gatherings, birthday parties, quinceaneras, and similar events.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(9) (a)

Meeting Date: 12/01/2021

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for November 17, 2021 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 17, 2021 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 17, 2021, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by 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
Dorthea Jones Pointer, Commissioner District 3

Absent: Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Clay Bowers of Northside Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 4 Dorthea Jones Pointer.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Allen Edinburgh Police	11/21/2011	10 years
Martha Clark Parks & Recreation	11/20/2006	15 years
Adolph Velasco Police	11/12/1986	35 years

b. Promotion of Firefighter Daniel Barkley to Engineer

Daniel Barkley was promoted to Engineer by Fire Chief David Zacherl.

5. REPORTS

a. Financial Quarterly Report

Laura Boyd, Finance Director, spoke to the City Commission about the City's third-quarter investment report.

- b. Economic Development Report

Garrett McLeod, Economic Development Director, gave a PowerPoint presentation.

6. PUBLIC HEARING

Opened by Mayor Johnson.

Motion to close the public hearing was given by Mayor Pro Tem Thelma Bowie, seconded by Commissioner District 2 Felix Herrera.

- a. Binnacle Development requests to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community within the City of Texas City.
- b. Casey Genovese requests to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a retail store.
- c. Rahim Maknojia requests to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a gas station and convenience store.

7. ZONING PRELIMINARY

- a. Consider and take action on the request from Binnacle Development to rezone from "A" (Single-Family Residential) to "I" (Planned Unit Development) to construct Brookwater Subdivision – a Master Planned Community within the City of Texas City.

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

Vote: 6 - 0 CARRIED

- b. Consider and take action on the request from Casey Genovese to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a retail store.

Motioned by Commissioner At-Large Kevin Yackly, failed to receive a second to the motion to approve.

Item failed.

- c. Consider and take action on the request from Rahim Maknojia to rezone from "A" (Single Family Residential) to "E" (General Business) to construct a gas station and convenience store.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Mayor Dedrick Johnson

Vote: 6 - 0 CARRIED

10. PUBLIC COMMENTS

Mayor Johnson recognized Boy Scouts from Troop 246. Mrs. April Marburger explained that they were in attendance to receive their government badge. Their names are as follows: Samuel Mull, Gabe Ivy, James Allison, Ivon Wolfe, Simon Roberts, Brendon Welch, Andrew Hipp, Tristan Kelly, and Zack, Zeke, and Richard Sainas.

11. CONSENT AGENDA

- a. Approve City Commission Minutes for October 3, 2021 meeting. (City Secretary)

Vote: 6 - 0 CARRIED

- b. Consider and take action on Resolution No. 21-104, approving the purchase of a new compactor with pre-crusher for the Sanitation Department. (Public Works)

Vote: 6 - 0 CARRIED

- c. Consider and take action on Resolution No. 21-105, approving a Development Agreement between the City of Texas City and Texas City 51, LLC. (City Engineer)

Vote: 6 - 0 CARRIED

- d. Consider and take action Resolution No. 21-106, approving an annual contract for Bid No. 2022-001 Concrete Pavement Lifting and Void Filling Annual Contract. (Public Works)

Vote: 6 - 0 CARRIED

- e. Consider and take action on Resolution No. 21-107, authorizing the City of Texas City to enter into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet. (Mayor)

Vote: 6 - 0 CARRIED

- f. Consider and take action on Resolution No. 21-108, approving Bid No. 2021-408 Humble Camp Road Drainage Project to AR Turnkey Construction Company Inc. (Public Works)

Vote: 6 - 0 CARRIED

- g. Consider and take action on Resolution No. 21-109, approving a contract for Bid No. 2022-002 Code Compliance Abatement Residential Substandard Structure Demolition. (Purchasing)

Pulled by Mayor Johnson for discussion.

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

Vote: 6 - 0 CARRIED

- h. Consider and take action on Resolution No. 21-110, approving a contract for Bid No. 2022-003 Electrical Supplies, Lamps, and Ballast Annual Contract. (Purchasing)

Vote: 6 - 0 CARRIED

12. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 21-34, amending Chapter 150 'Building Regulations; Construction" related to additional authority regarding substandard structures. (Fire Department)

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

Vote: 6 - 0 CARRIED

13. COMMISSIONERS' COMMENTS

Commissioner At-Large Kevin Yackly congratulated the current City Commission on their 1 year anniversary serving the City of Texas City. Yackly also requested that everyone support the Texas City football team as they go to the championship.

Commissioner Dorthea Jones Pinter wished everyone a Happy Thanksgiving.

STAFF COMMENTS

David Zacherl, Fire Chief, reminded everyone to deep fry turkeys outside.

George Fuller, Director of Community Development, stated that Youth In Government is being held on December 1, 2021.

14. MAYOR'S COMMENTS

Mayor Johnson wished everyone a happy and safe Thanksgiving.

15. ADJOURNMENT

Having no further business, Commissioner At-Large Kevin Yackly made a MOTION to ADJOURN at 6:06 p.m.; the motion was SECONDED by Commissioner District 3 Dorthea Jones Pointer. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(9) (b)

Meeting Date: 12/01/2021

Submitted For: Titalayo Smith, Community Development, Housing Autho

Submitted By: Rhomari Leigh, City Secretary

Department: Community Development, Housing Autho

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-111, approving a contract for RFP Professional Consultant to Administrator ARP Texas Emergency Rental Assistance Program. (Community Development)

BACKGROUND

October 25, 2021, Request for Proposals (RFP) were made public and proposals were solicited from local area vendors.

Proposals were opened on November 5, 2021, at 3:00 p.m. The proposal meeting all requirements was received from Catholic Charities of the Archdiocese of Galveston-Houston.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-111

A RESOLUTION APPROVING A CONTRACT FOR RFP PROFESSIONAL CONSULTANT TO ADMINISTER ARP TEXAS CITY EMERGENCY RENTAL ASSISTANCE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 25, 2021, Request for Proposals (RFP) were made public and proposals were solicited from local area vendors; and

WHEREAS, proposals were opened November 5, 2021, at 3:00 p.m. The proposal meeting all requirements was received from Catholic Charities of the Archdiocese of Galveston-Houston; and

WHEREAS, the Community Development Department recommends that RFP Professional Consultant to Administer ARP Texas City Emergency Rental Assistance Program be awarded to Catholic Charities of the Archdiocese of Galveston-Houston.

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 RFP Professional Consultant to Administer ARP Texas City Emergency Rental Assistance Program be awarded to Catholic Charities of the Archdiocese of Galveston-Houston.

SECTION 2: That the Mayor or his designee is hereby authorized to enter into a contract with Catholic Charities of the Archdiocese of Galveston-Houston 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 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (c)

Meeting Date: 12/01/2021

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Authorize the casting of one hundred ninety three (193) votes for Matt Doyle and two (2) votes for Donald Gartman by the City of Texas City, to serve on the Galveston Central Appraisal District (GCAD) Board of Directors, for the 2022-2023 term.

BACKGROUND

Bi-annually, the City of Texas City is offered the opportunity to cast all of a portion of their total number of votes for up to five (5) individuals to serve on the GCAD Board of Directors. In accordance with the Property Tax Code, the City of Texas City must pass a formal resolution designating the number of votes cast for the candidates.

The written resolution along with the attached Ballot must be acted upon and submitted to the Galveston Central Appraisal District (GCAD) office before December 10, 2021. Once all votes are received by GCAD, they will notify all units of the outcome of the voting prior to December 31, 2021.

ANALYSIS

Mayor, Dedrick Johnson is recommending the casting of one hundred ninety three (193) votes for Matt Doyle and two (2) votes to be cast for Donald Gartman by the City of Texas City to serve on the Galveston Central Appraisal District Board for the 2022-2023 term.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

GCAD Letter Cast Votes
GCAD Ballot Casting Votes
Resolution



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Tommy Watson, Chief Appraiser

October 20, 2021

The Honorable Dedrick Johnson Sr.
Mayor
City of Texas City
P. O. Box 2608
Texas City, TX 77592

Dear The Honorable Johnson Sr.,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution before ***December 15th, 2021.***

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink that reads "Tommy Watson". The signature is written in a cursive style with a large, stylized 'T' and 'W'.

Tommy Watson
Chief Appraiser

TW:ldf
Enclosures



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Tommy Watson, Chief Appraiser

2022-2023 Board of Directors Election

BALLOT

Number of Votes Taxing Unit is Eligible to Cast: 195	Voting Unit: City of Texas City
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CANDIDATES	VOTES
Brast, Scott	
Clawson, Bruce	Due to Medical Issues does not wish to run
Doyle, Matt	193
Farmer, Thomas E.	
Gartman, Donald	2
Harris, John	
Johnson, Cheryl E.	
Tressler, Chad	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15th, 2021*

RESOLUTION NO. 21-112

A RESOLUTION CASTING VOTES IN THE ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT 2022-2023; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this is selection year for the Board of Directors of the Galveston Central Appraisal District; and

WHEREAS, the Board of Directors consists of five (5) member who serve (2) year terms, beginning January 1, 2022, through December 31, 2023; and

WHEREAS, the City of Texas City, Texas, is a voting unit entitled to vote for up to five candidates from a ballot submitted by the Galveston Central Appraisal District; and

WHEREAS, the City Commission of the City of Texas City, Texas, casts one-hundred ninety three (193) votes in favor of Matt Doyle and two (2) votes for Donald Gartman for the Board of Directors of the Galveston Central Appraisal District.

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, is hereby casting one-hundred ninety three (193) votes in favor of Matt Doyle and two (2) votes for Donald Gartman to serve on the Board of Directors for the Galveston Central Appraisal District for the term January 1, 2020, through December 31, 2021.

SECTION 2: That the Galveston Central Appraisal District Ballot, attached hereto as **Exhibit "A"**, will be submitted by the City of Texas City to the Galveston Central Appraisal District.

SECTION 3: That the City Commission of the City of Texas City, Texas, hereby directs the City Secretary to submit a certified and true copy of this Resolution to the Chief Appraiser of the Galveston Central Appraisal District before December 10, 2021.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (d)

Meeting Date: 12/01/2021

Write-off of utility receivables

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Write-off of utility receivables more than 120 days past due at September 30, 2021. These are deemed to be uncollectible.

BACKGROUND

See attached.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Utility receivable write-offs

Resolution

Fiscal Year 2020/2021 Utility Receivable write-offs

Total utility receivables due at September 30, 2021: \$1,904,333.07

Utility receivables past due and deemed uncollectible at September 30, 2021

(>120 days past due):

\$103,138.62

Resolution is to write-off: \$103,138.62.

RESOLUTION NO. 21-113

A RESOLUTION AUTHORIZING THE WRITE-OFF OF UTILITY RECEIVABLES PAST DUE AND DEEMED TO BE UNCOLLECTIBLE AS OF SEPTEMBER 30, 2021; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to remove past due receivables from the City of Texas City's account receivables records; and,

WHEREAS, the Director of Finance is recommending that Utility's receivables be written off which are past due, as of September 30, 2021, and have been deemed to be uncollectible.

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, as part of the 2020-2021 Fiscal Year closing process, approves the write-off of Utility receivables which are past due, as of September 30, 2021, in the amount of \$103,138.62, and have been deemed to be uncollectible.

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

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (e)

Meeting Date: 12/01/2021

Write-off of EMS Receivables

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Write-off of EMS receivables more than 120 days past due at September 30, 2021. These are deemed to be uncollectible.

BACKGROUND

See attached.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

EMS receivable write-offs

Resolution

Fiscal Year 2020-2021 EMS Receivable write-offs

Total EMS receivables due at September 30, 2021:

Fire Recovery (FRUSA EMS)	\$1,433,799.35
---------------------------	----------------

EMS receivables past due and deemed uncollectible at September 30, 2021 (>120 days past due):

\$489,686.36

Resolution is to write-off \$489,686.36.

RESOLUTION NO. 21-114

A RESOLUTION AUTHORIZING THE WRITE-OFF OF EMS RECEIVABLES PAST DUE AND DEEMED TO BE UNCOLLECTIBLE AS OF SEPTEMBER 30, 2021; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to remove past due receivables from the City of Texas City's account receivables records; and,

WHEREAS, the Director of Finance is recommending that EMS receivables be written off which are past due, as of September 30, 2021, and have been deemed to be uncollectible.

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, as part of the 2020-2021 Fiscal Year closing process, approves the write-off of EMS receivables which are past due, as of September 30, 2021, in the amount of \$489,686.36, and are deemed to be uncollectible.

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

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (f)

Meeting Date: 12/01/2021

Submitted For: Thomas Munoz, Emergency Management

Submitted By: Rhomari Leigh, City Secretary

Department: Emergency Management

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-115, authorizing designated signatories for contractual documents and documents requesting funds pertaining to Community Development Block Grant - Mitigation Program (CDBG-MIT) General Land Office (GLO) State Contract No. 22-085-017-D253. (Emergency management)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-115

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT- MITIGATION (CDBG-MIT) GENERAL LAND OFFICE (GLOC) STATE CONTRACT NUMBER 22-085-017-D253; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City has received a Community Development Block Grant - Mitigation award to provide Flood & Drainage; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Texas City acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

1. a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
2. a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

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

SECTION 1: The Mayor and Emergency Manager be authorized to execute contractual documents between the Texas General Land Office and the City for the Community Development Block Grant Mitigation Program.

SECTION 2: The Mayor, Emergency Manager, Director of Finance, and Director of Public Works be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The Mayor be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (g)

Meeting Date: 12/01/2021

Submitted For: Thomas Munoz, Emergency Management

Submitted By: Rhomari Leigh, City Secretary

Department: Emergency Management

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No.21-116, approving and adopting the Community Development Block Grant- Mitigation (CDBG-MIT) Civil Rights Policy. (Emergency Management)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Attachment

RESOLUTION NO. 21-116

A RESOLUTION APPROVING AND ADOPTING CDBG-DR CIVIL RIGHTS POLICIES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Texas City, Texas, (hereinafter referred to as “City of Texas City”) has been awarded a Community Development Block Grant - Disaster Recovery (CDBG-DR) grant from the Texas General Land Office (hereinafter referred to as “GLO”); and

WHEREAS, the City of Texas City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-DR activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

WHEREAS, the City of Texas City, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

WHEREAS, the City of Texas City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-DR project area; and

WHEREAS, the City of Texas City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

WHEREAS, the City of Texas City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-DR project; and

WHEREAS, the City of Texas City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Texas City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing; and

WHEREAS, the City of Texas City, has designated an overseer and will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

SECTION 1: That the City Commission hereby adopts the following: Section 3 Policy, Excessive Force Policy, Limited English Proficiency (LEP) Standards Plan, Section 504 Policy and Grievance Procedures, Code of Conduct Policy, and Fair Housing Policy.

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

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Texas City agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Mayor
Name, Title

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Texas City hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Texas City to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of the City of Texas City to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Mayor
Name, Title

Date

Limited English Proficiency Plan - 22-085-017-D253

Texas General Land Office

Community Development Block Grant-Mitigation

Grant Subrecipient:	City of Texas City
Community Population:	45,392
LEP Population:	2,983 6.6%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Texas City hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Texas City does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Texas City's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Texas City shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, City of Texas City shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Texas City to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the Mayor, 1801 9th Ave N, 77590, Texas City, TX, 77592-2608 or call (409) 643-5902, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the City of Texas City relating to the complaint files.

- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Texas City within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Texas City complies with Section 504 and HUD regulations.

Signature

Dedrick D. Johnson, Mayor
Name, Title

Date

Code of Conduct Policy of City of Texas City

As a Grant Recipient of a CDBG-MIT contract the City of Texas City shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Texas City shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Texas City shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to the City of Texas City Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Dedrick D. Johnson, Mayor
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

In accordance with Fair Housing Act, the City of Texas City hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Texas City agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Texas City agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Texas City will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Texas City, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Dedrick D. Johnson, Mayor
Name, Title

Date

CITY COMMISSION REGULAR MTG

(9) (h)

Meeting Date: 12/01/2021

Ford Expedition for the Texas City Economic Development Corporation

Submitted For: Garrett McLeod, Management Services

Submitted By: Rhomari Leigh, City Secretary

Department: Economic Development

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-117, approving the purchase of a Ford expedition for the Texas City Economic Development Corporation. (Economic Development)

BACKGROUND

Currently the Texas City Economic Development Corporation utilizes a previous TCPD 2007 Ford Expedition with 81,476 miles. TCEDC staff routinely travels around the city and outside of the city limits for meetings. In addition, staff hosts consultants and site selectors regarding potential development.

Purchase is available through the FY 22 budget, staff requested \$65,000 for a new vehicle.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Staff Report
Resolution



Staff Report

December 1, 2021

City of Texas City - City Commission

Subject: Discuss and consider approval of the purchase of a Ford Expedition for the Texas City Economic Development Corporation.

I. **Background**

- a. Currently the Texas City Economic Development Corporation utilizes a previous TCPD 2007 Ford Expedition with 81,476 miles.
- b. TCEDC staff routinely travels around the city and outside of the city limits for meetings. In addition, staff hosts consultants and site selectors regarding potential development.
- c. In the FY 22 budget, staff requested \$65,000 for a new vehicle.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of the purchase of a Ford Expedition.

III. **Recommendation**

- a. Approve the purchase of the Ford Expedition through Goodbuy with Silsbee Ford.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Purchase Price: \$57,244.50

V. **Economic Impact**

- a. Further enhances staff's ability to be mobile for meetings, also allowing the ability to host and drive potential partners.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

RESOLUTION NO. 21-117

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) 2021 FORD EXPEDITION FOR THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THROUGH GOODBUY 21 8F000 VEHICLES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Economic Development Department requests approval for the purchase of one (1) vehicle; and

WHEREAS, these vehicle will be purchased through GOODBUY, a purchasing cooperative, from Silsbee Ford,

WHEREAS, funds for this purchase are in the City's 2020/2021 budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of one (1) vehicles for a total price, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

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

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(9) (i)

Meeting Date: 12/01/2021

EDC Strategic Plan

Submitted For: Garrett McLeod, Economic Development

Submitted By: Rhomari Leigh, City Secretary

Department: Economic Development

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-118, approving a Contractor Agreement for the Texas City Economic Development Corporation Strategic Plan. (Economic Development)

BACKGROUND

The Texas City Economic Development Corporation staff recommended the Corporation should commission a Strategic Plan to guide the organization over the next five years. An RFP was developed along with a scope of work, and was subsequently posted in October. Responses were received, and were reviewed by a five-member staff team. Two firms were interviewed, and based upon the results Garner Economics LLC was chosen.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Attachment
Staff Report
Resolution

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is by and between the Texas City Economic Development Corporation, a Texas economic development corporation established pursuant to the Texas Local Government Code § 504, (“TCEDC”) and Garner Economics LLC a Georgia limited liability company (“Consultant”) referred to collectively as the “Parties.”

WHEREAS, the Consultant desires to provide certain Consultant services set out in this Agreement, and the TCEDC desires to retain the Consultant to provide such services.

IN CONSIDERATION of the mutual promises made in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Scope of Work. The TCEDC engages the Consultant to furnish the work described in Exhibit “A” attached to this Agreement (the “Work”) at the times specified in Exhibit “A” and the Consultant agrees to furnish the Work as specified.

2. Price and Payment. The TCEDC agrees to pay the Consultant in accordance with the terms set out in Exhibit “A”, and the Consultant agrees to accept such amounts as full payment for all work performed for the TCEDC, and to sign affidavits and/or receipts as the TCEDC may request in order to acknowledge payment.

3. Consultant Relationship. The Consultant is a consultant and is not an employee, servant, agent, partner or joint venturer of the TCEDC. The TCEDC shall determine the Work to be done by the Consultant, but the Consultant shall determine the legal means by which the Work is accomplished. The Consultant agrees to comply with all applicable laws, statutes, and regulations relating to providing the Work, including but not limited to environmental laws, employment laws, safety regulations, and any other applicable laws, statutes, or regulations.

4. Taxes and Benefits. The Consultant shall be responsible to pay all taxes as required by law. The TCEDC is not responsible to withhold, and shall not withhold, taxes of any kind from any payments due to the Consultant. Neither the Consultant (nor the Consultant’s employees, if any) shall be entitled to receive any benefits from the TCEDC, including but not limited to worker’s compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security.

5. Risk. The Consultant shall perform the Work at Consultant’s own risk.

6. Assignment. The Consultant may assign any or all of its rights or duties under this Agreement at any time without the advance written consent of the TCEDC.

7. Term and Termination. This Agreement is effective on the date the Agreement is signed by the TCEDC (unless an Effective Date is specified in Exhibit “A”) and shall continue in effect until terminated by either Party upon written notice to the other. Any such termination shall not affect the TCEDC’s obligation to pay the Consultant for Work performed before the date of termination.

8. Entire Agreement. This Agreement is the entire agreement between the Parties, and supercedes all prior negotiations, discussions or communications regarding the subject matter of the Agreement. Neither Party is relying on any representation or promise not expressly stated in this Agreement. This Agreement may not be supplemented, amended or revised unless in writing and signed by the Parties.

9. Severability. If any part of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

10. Choice of Law. This Agreement is made and shall be enforced under the laws of the State of Texas, without regard to its provisions concerning choice of law.

11. Attorney's Fees. If any legal action arises under this Agreement or by reason of any alleged breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or attempting to enforce any of the terms, covenants, or conditions, including costs incurred prior to commencement of legal action, and all costs and expenses, including reasonable attorney's fees, incurred in any appeal from an action brought to enforce any of the terms, covenants, or conditions. For purposes of this section, "Prevailing party" includes without limitation a party who agrees to dismiss a suit or proceeding upon the other's payment or performance of substantially the relief sought.

12. Notices. All notices permitted or required under this Agreement shall be sent by electronic mail or Certified Mail to the addresses set forth in Agreement. Either Party may change the address for notice to that Party by providing written notice of such change in accordance with this paragraph.

13. Indemnity. Consultant hereby agrees to defend, release, indemnify, and hold harmless TCEDC, from all losses, costs, expenses and causes of action (including attorney's fees and court costs) for loss or for damage to property, and for injuries or illness to persons and death arising out of, incident to, or in connection with, any and all operations and activities under this agreement and which are asserted by or arise in favor of consultant, whether or not such losses, costs, expenses, injuries, death, or causes of action are caused or contributed to by the negligence, omission, strict liability or contractual liability, or fault of any member of the client group and whether or not caused by a pre-existing condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the day of the year first above written.

Texas City Economic Development Corporation

1801 9th Avenue N. Texas City, Texas 77592

By: _____

Printed Name: Mark Ciavaglia

Title: Chairman

Date: _____

Garner Economics LLC

715 Birkdale Drive Atlanta, Georgia 30215

By: _____

Printed Name: Jay Garner

Title: President

Date: _____

EXHIBIT “A”

<p>Scope of Work:</p>	<p>1. Consultant shall provide: A comprehensive economic development strategic plan that will guide the Texas City Economic Development Corporation’s activities over the next five years.</p> <p>At the conclusion of Phase I, a Competitive Realities Report will be prepared. This will contain data and findings from the discovery process.</p> <p>At the conclusion of Phase II, a draft Final Report will be prepared. The report will include an executive summary that captures the key elements of the strategy and that is suitable for public consumption.</p> <p>A succinct Marketing Blueprint Report will be provided that includes Texas City’s “Core Competitive Promise” or its value proposition for its target audiences. An executable detailed marketing plan with timeline, budgets, and metrics will be included.</p> <p>After the draft report is approved by the TCEDC, a final report with an executive summary will be provided. One public presentation of the final report will be provided to an external audience identified by the TCEDC. This will be executed in person.</p> <p>Twenty (20) full-sized hard copies of the final study documents (after City Commission approves of the study), and one flash drive with electronic copies of all final documents in their original format and in a PDF format will be provided to the TCEDC.</p>
<p>Price:</p>	<p>1. The TCEDC shall pay the Consultant as follows for Work performed under this Agreement as follows:</p> <p>Project Fee: \$125,000.00 Travel Expenses: not to exceed \$5,000.00</p> <p>*Invoices should be submitted to Garrett C. McLeod gmcleod@texascitytx.gov for approval.</p>

Project Schedule and Timeline:	1. The project schedule shall be 28 weeks. The conclusion of Phase I signifying the delivery of the Competitive Realities Report shall occur on week 13. The conclusion of Phase II signifying the delivery of the Draft Final Report shall occur on week 21. The delivery of the Final Report shall be delivered on week 25. The final presentation shall occur after the Final Report is delivered.
Effective Date:	12/2/2021



Staff Report

December 1, 2021

City of Texas City – City Commission

Subject: Discuss and consider approval of a Contractor Agreement for the Texas City Economic Development Corporation Strategic Plan

I. **Background**

- a. The Texas City Economic Development Corporation staff recommended the Corporation should commission a Strategic Plan to guide the organization over the next five years.
- b. An RFP was developed along with a scope of work, and was subsequently posted in October.
- c. Responses were received, and were reviewed by a five member staff team. Two firms were interviewed, and based upon the results Garner Economics LLC was chosen.

II. **Current Situation**

- a. The Economic Development Corporation is requested to consider approval of a Contractor Agreement for the Texas City Economic Development Corporation Strategic Plan.

III. **Recommendation**

- a. Approve the Contractor Agreement for the Texas City Economic Development Strategic Plan.

IV. **Fiscal Impact Report**

- a. Staff: Garrett McLeod
- b. Purchase Price: \$125,000 – Cost for Strategic Plan
\$5,000 – Travel Reimbursement (Not to exceed cost)

V. **Economic Impact**

- a. Further enhances the TCEDC's ability in the pursuit of recruiting/retaining primary jobs, and growing/diversifying the tax base.

Respectfully Submitted,

Garrett C. McLeod
Economic Development Director

RESOLUTION NO. 21-118

A RESOLUTION AUTHORIZING A CONTRACTOR AGREEMENT BETWEEN THE CITY OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION AND GARNER ECONOMICS LLC AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

SECTION 1: The City authorizes a Contractor Agreement between the Texas City Economic Development Corporation and Garner Economics LLC and an executed copy of this agreement shall be attached as “**Exhibit A.**”

SECTION 2: The Mayor or his designee is authorized to execute all documents necessary to complete this transaction.

SECTION 3: All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of conflict only.

SECTION 4: It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(10) (a)

Meeting Date: 12/01/2021

Amend the fiscal year 2021/2022 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2021-2022 budget to increase the Municipal Court's Technology Fund office supplies budget for upgrading courtroom camera and recording equipment.

BACKGROUND

This is for upgrading the camera and recording equipment in the courtroom to be compatible with Zoom, our virtual docket platform. The initial budget for this project was \$20,000. Per the attached quote, an additional \$14,500 will be required. The funds will be taken from the Technology Fund unassigned fund balance.

See attached quote.

ANALYSIS

Budget Amendment:

Muni. Court Technology Fund (204) Municipal Court Dept. (205):

Office Supplies	\$14,500.00
Unassigned Fund Balance	(\$14,500.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Muni Court equipment
Ordinance



DATA PROJECTIONS

City of Texas City - Courtroom AV Upgrade with Crestron Flex

Quote # 010027
Version 3

Prepared for:

City of Texas City

Robert Turner
rturner@texascitytx.gov



DATA PROJECTIONS

3700 W. Sam Houston Pkwy S.
Suite 525
Houston, Texas 77042
www.dataprojections.com
713.781.1999

Thursday, November 11, 2021

City of Texas City
Robert Turner
1801 9th Ave N
Texas City, TX 77591
rtturner@texascitytx.gov

RE: City of Texas City - Courtroom AV Upgrade with Crestron Flex

Dear Robert,

Thank you for allowing Data Projections the opportunity to present this solution for the City of Texas City.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Sandy Hill
Director of Business Development
Houston



Executive Summary

System Description and Project Scope of Work:

Location: City of Texas City – Court Room

Project Location:
1801 9th Ave N
Texas City, TX 77591

Project Onsite Point of Contact:
Robert Turner
(409) 948-3111 (Direct)
(Mobile)
rturner@texascitytx.gov

City of Texas City – Court Room

TIPS Contract Number 210101

Functionality Description:

City of Texas City is looking for an AV upgrade in the court room to run effective Zoom meetings when required.

Recommendations:

Data Projections, Inc. is recommending the following solution to give the team an easy to use system that can have a dedicated Zoom meeting device that runs the meetings with new cameras and audio components to support the audio in the remote locations/ meeting.

Project Scope:

Data Projections (DPI) will be upgrading the video and audio components in the City of Texas City Courtroom.

To update the Video system - DPI will be uninstalling existing video panel on the wall to the right of the bench and will be installing 2 Clevertouch CM (non interactive) panels on either side of the emblem on the wall behind the bench. These two panels and the OFE monitor on the judges desk will all show content from the Zoom meeting as well as content from the HDMI Wallplate.

An HDMI wallplate will be installed on the left wall to use for in room content display on the monitors as well.

The Clevertouch CM monitors have built in digital signage and can showcase signage information when the room is not in use.

To utilize the system for video conferencing, DPI will be installing a new Crestron Flex system for Zoom, two



Executive Summary

Aver TR311 cameras in the room for a view of the audience and the bench. An AV Bridge will be installed to allow for the bench and audience to be shown at the same time.

To upgrade the audio in the room DPI will be adding a Biamp DSP to the existing system including microphones, mixer, amps and speakers to ensure quality audio in the room and via video conferencing.

The control panel for the Flex will be located in the office of Tammy Odom's office as she runs the meeting - just across the hall.

The Flex control panel needs to have the ability to turn off the CM Series panels as well as route the video.

Equipment List:

Video:

- 2 - 65" Clevertouch CM Series (non interactive) panels

Video Conferencing System

- 1 – Crestron Flex with UC engine for Zoom and control panel
- 2 – Aver TR311 Camera
- 1 - AV Bridge
-

Audio System

- 1 Biamp Tesira Forte AVB VT DSP to the rack and program the system.

Equipment Rack

- All existing equipment in the rack will be used and incorporated into the new system
- All mounting hardware and cabling for the units
- Power and Network will need to be added to the wall behind the location of the video wall panels. Exact location can be communicated.

Data Projections Service and Maintenance Agreement:

- Our **Silver Service and Maintenance Agreement** will give you peace of mind knowing if an issue does arise, our dedicated service team will address it quickly and efficiently, at no additional cost, to provide you with optimal usage of your audio/visual solutions. Data Projections covers all services and hardware purchased through Data Projections through the life of the Service and Maintenance agreement even if it is no longer covered under the manufacturer warranty.

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.



Executive Summary

- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these



Executive Summary

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Video Upgrades				



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Clevertouch	1290020US CM Series CM Series CTL-65DS4KV 65" Commercial Display	\$1,412.20	2	\$2,824.40
CHIEF	LTM1U Micro-Adjust Tilt Wall Mount Large	\$246.07	2	\$492.14
Crestron	CP4 4-Series Control System	\$1,219.51	1	\$1,219.51
AVER INFORMATION INC	AVR-PAVPTR311 AVER TR311 AUTO TRACKING PTZ CAMERA	\$2,146.91	2	\$4,293.82
VADDIO	999-8250-000 AV Bridge 2x1 N/A	\$2,393.55	1	\$2,393.55
Crestron	HD-TXC-101-C-E DM Lite Transmitter for HDMI, IR, and RS-232 Signal Extension over CATx Cable	\$243.90	2	\$487.80
Crestron	HD-RXC-101-C-E DM Lite " HDMI over CATx Receiver with IR and RS-232, Surface Mount	\$243.90	2	\$487.80
Collaboration with Zoom				
Crestron	UC-CX100-Z Crestron Flex Advanced Video Conference System Integrator Kit for Zoom Rooms Software	\$4,064.63	1	\$4,064.63
Audio Upgrade				
Biamp Systems	TesiraFORTE AVB VT Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,437.80	1	\$2,437.80
VADDIO	535-2000-290 DROP DN MT FOR SMALL PTZ CAMERAS - SHORT	\$236.56	2	\$473.12
Control and Connections				



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
C2G	CG53880 TRULINK USB 2.0 DONGLE LE	\$357.29	3	\$1,071.87
Crestron	HD-DA4-4KZ 1:4 HDMI Distribution -E Amplifier with4K60 4:4:4 and HDR Support	\$335.37	1	\$335.37
Crestron	HD-TXC-101- DM Lite Transmitter for HDMI, C-1G-E-B-T IR and RS-232 Signal Extension over CATx Cable, Wall Plate, Black Textured	\$280.49	1	\$280.49
Crestron	HD-TXC-101- DM Lite Transmitter for HDMI, C-E IR, and RS-232 Signal Extension over CATx Cable	\$243.90	3	\$731.70
Crestron	HD-RXC-101 DM Lite " HDMI over CATx -C-E Receiver withIR and RS-232, Surface Mount	\$243.90	4	\$975.60
Crestron	HD-SCALER- High-Definition Video Scaler, HD-E HDMI In, HDMI Out	\$304.88	3	\$914.64
C2G	53878 Trulink USB 2.0 WP Lex plus Dongle Rex Kit	\$422.44	1	\$422.44
Crestron	CEN-SW- 5-Port PoE Switch POE-5	\$243.90	1	\$243.90

Owner Furnished Equipment:

- Existing Compatible Displays and Monitors
- Existing Audio System/Audio Capture System
- Existing Microphones
- Existing Amplifiers
- Existing Speakers
- Existing Rack

Important Notes:

- Electrical and network requirements provided by others
- Assumes 4K capable infrastructure and displays are not required
- Assumes standard room construction (9' suspended ceilings, 2X2 ceiling tiles, sheetrock walls, distance from



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
	ceiling to structure less than 5', etc.) <ul style="list-style-type: none"> Assumes open wire path where needed Owner furnished hardware assumed to be sufficient and in working condition Cable lengths assumed to be sufficient Assumes sufficient mounting structure is in place Surge suppression equipment not included Assumes client's preference for color on items with color options is specified in the bill of materials, if no color is specified prior to ordering, a color will be chosen by DPI Control System not included Labor quoted for installation during normal business hours Assumes complete access to rooms below for any floor core run Assumes standard Data Projections installation turn-around will be sufficient for project deadlines Assumes no wage requirements or a requirement to pay prevailing wages Assumes Data Projection standard personal protection equipment (PPE) is sufficient Assumes all equipment locations are properly cooled and ventilated Voice lift, sound reinforcement and or mix/minus audio not included "Owner Furnished Equipment" – these products will be provided by others "Existing" Equipment – these products are already installed and in place Assumes client will open required ports on their network; For any installation with Zoom integration, the client must give Data Projections access to their Zoom account with administrative rights. 			

Subtotal: **\$24,150.58**

Room 1 Services

Product Details	Ext. Price
Installation Labor	\$3,000.00
Commission Labor	\$1,500.00
Project Management	\$625.00



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3700 W. Sam Houston Pkwy S.
Suite 525
Houston, Texas 77042
www.dataprojections.com
713.781.1999

Room 1 Services

Product Details	Ext. Price
Design/Engineering	\$1,200.00
Subtotal: \$6,325.00	

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$1,690.50
Subtotal: \$1,690.50	

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$1,449.03
Subtotal: \$1,449.03	



City of Texas City - Courtroom AV Upgrade with Crestron Flex



Prepared by:

Houston

Sandy Hill
(832) 726-1917
Fax 713.781.3338
shill@dataprojections.com

Prepared for:

City of Texas City

1801 9th Ave N
Texas City, TX 77591
Robert Turner
(409) 948-3111
rtturner@texascitytx.gov

Quote Information:

Quote #: 010027

Version: 3
Delivery Date: 11/11/2021
Expiration Date: 11/26/2021

Quote Summary

Description	Amount
Room 1 - Hardware	\$24,150.58
Room 1 Services	\$6,325.00
Miscellaneous Materials	\$1,690.50
Service & Maintenance	\$1,449.03
	Subtotal: \$33,615.11
	Shipping: \$845.30
	Total: \$34,460.41

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$34,460.41

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.



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3700 W. Sam Houston Pkwy S.
Suite 525
Houston, Texas 77042
www.dataprojections.com
713.781.1999

Houston

City of Texas City

Signature: _____

Signature: _____

Name: Sandy Hill

Name: Robert Turner

Title: Director of Business Development

Date: _____

Date: 11/11/2021



Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
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Statement of Performance

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- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

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- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used



Statement of Performance

- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.



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3700 W. Sam Houston Pkwy S.
Suite 525
Houston, Texas 77042
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713.781.1999

Statement of Performance

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.



DATA
PROJECTIONS

SILVER

Service Maintenance Agreement - Full Hardware Warranty

The Maintenance Agreement for Audio/Visual Presentation Systems

Our **Silver Maintenance Program** minimizes risk and solves service issues quickly and efficiently to provide our clients with optimal usage of their audio/visual solution without extended delay. As an authorized reseller and service center for many manufacturers, Data Projections has built an infrastructure of qualified and experienced service technicians. Our technicians receive a series of audio/visual industry certifications and intensive manufacturer training to obtain product knowledge and provide exceptional service.

On-Site Technical Response

The Service Department hours of operation are 8:00AM to 5:00PM Monday through Friday excluding holidays. Data Projections will request preliminary diagnostic information from the client related to the service request prior to a technician being dispatched to a client's facility. If the issue is unresolved, a technical representative will arrive within eight business hours of the call to assess the issue(s) with the A/V solution. Any client outside of a 50-mile radius from the nearest Data Projections location will require adjustment to the above on-site technical response time, depending on travel requirements. All after-hour, weekend, and holiday service charges are billed at time and a half.

Remote Technical Assistance

Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email

DPIServiceTeam@dataprotections.com

Monday through Friday 8:00AM - 5:00PM. Messages left after hours will be returned by 10:00AM on the following business day.

Shipping

Data Projections will provide any UPS ground shipping associated with the return of A/V product to the manufacturer repair center. Crating or special packaging required for the return of products will be included at no additional charge to the client.

Manufacturer Warranties

Data Projections will process all manufacturer warranty claims for hardware purchased through Data Projections. Data Projections will cover all costs associated with the submission, parts, and labor, and return of hardware requiring repair. If the hardware cannot be repaired, Data Projections will replace the defective unit at no additional cost to the customer even if the hardware is outside the manufacturer warranty period. Owner furnished equipment (OFE) not purchased through Data Projections is not eligible for manufacturer warranty services.

Training

Data Projections will provide an additional training overview session during the agreement period upon request from the client. The session can be used to refresh existing skills, train new employees or help you achieve maximum performance of your A/V system.

www.dataprojections.com/ 1.866.CALL.DPI

Austin – Dallas – Houston – San Antonio.

Troubleshooting

If it is determined that the client network is causing the issue, our technicians will troubleshoot and work directly with the client's IT department to help resolve any issues. All reasonable efforts will be made to ensure video quality and reliability are upheld.

Owner Furnished Equipment (OFE) Coverage

Any owner furnished equipment (OFE) integrated with a Data Projections maintenance agreement excludes manufacturer warranty support. Non-warranty repair fees and shipping for OFE are the responsibility of the client.

Service Maintenance Agreement Effective Date

The service maintenance agreement shall commence on the first day of system completion or customer use, whichever is earlier, and continue for one full year unless specified for a different duration.

Simply
Connected.

ORDINANCE NO. 21-35

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO INCREASE THE MUNICIPAL COURT'S TECHNOLOGY FUND OFFICE SUPPLIES BUDGET FOR UPGRADING COURTROOM CAMERAS AND RECORDING EQUIPMENT; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 21-21 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021-2022; and

WHEREAS, a budget amendment is needed to increase the Municipal Court's Technology Fund-Office Supplies budget for upgrading cameras and recording equipment.

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:

Muni. Court Technology Fund (204) Municipal Court Dept. (205):

Office Supplies	\$14,500.00
Unassigned Fund Balance	(\$14,500.00)

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 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(10) (b)

Meeting Date: 12/01/2021

Type I Medic Unit from Frazer/Sterling McCall

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the purchase of One (1) Type I Medic Unit from Frazer/Sterling McCall in the amount of \$197,428.00. This apparatus is being purchased through the H.G.A.C. Buy Program.

BACKGROUND

This proposed apparatus is funded by a grant made available from Marathon Petroleum and is intended for use at Fire Station 4.

ANALYSIS

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

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Exhibit A
Resolution



Defining the future of Mobile Healthcare.™

Customer Quote

Order No.: Q2696-0001
Quote Date: 8/31/2021
Expiration Date: 11/29/2021
Salesperson: Paul Brown
 pbrown@frazerbilt.com

Invoice To:

Texas City Fire Department
 City of Texas City
 1725 25th St. North
 Texas City TX 77590
 US

Attention:

Assistant Fire Chief
 Jesse Rubio
 jrubio@texas-city-tx.org

Order Instructions:

Limited Edition discount applied. If any change to spec a reevaluation of the spec is required to verify the discount is still applicable.

No.	Item	Quantity	U/M		Unit Price		Net Amount
1	MODULE New Type I 12'	1.000	EA	\$	157,261.00	\$	157,261.00
2	CHASSIS 2022 FORD F350 Diesel	1.000	EA	\$	48,500.00	\$	48,500.00
3	DELIVERY Customer to pickup FOB Frazer	1.000	M	\$	0.00	\$	0.00
4	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	\$	1,000.00	\$	1,000.00
5	14109 Regulator-Oxygen, Preset 50 PSI, 90 deg	1.000	EA	\$	183.00	\$	183.00
6	14389-BLU Bin-Hang/Stack, Large, Blue	6.000	EA	\$	15.00	\$	90.00
7	14390-BLU Bin-Hang/Stack, Small, Blue	48.000	EA	\$	8.00	\$	384.00

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,
 P: 713-772-5511 www.frazerbilt.com
 Frazer Proprietary and Confidential



Defining the future of Mobile Healthcare.™

Customer Quote

Order No.: Q2696-0001
Quote Date: 8/31/2021
Expiration Date: 11/29/2021

Remit To:

Per TMVCC, we are quoting this through our licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Sale Amount:	207,418.00
Order Disc(4.8164%):	-9,990.00
Sales Tax:	0.00
Total Amount:	197,428.00

Payment Terms: Net 30

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at \$100/hr.

RESOLUTION NO. 21-119

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

WHEREAS, the Fire Department desires to purchase one (1) Medic Unit through the Houston Galveston Area Council (H-GAC) Buy Program; and

WHEREAS, funds have been made available for this purchase from Marathon Petroleum; and

WHEREAS, this purchase is intended for use at Fire Station 4.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of one (1) Medic Unit for \$197,428.00, through the Houston-Galveston Area Council (H-GAC) Buy Program in substantially the same form attached hereto as **Exhibit "A"**.

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

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

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh

Kyle L. Dickson

City Secretary

City Attorney

CITY COMMISSION REGULAR MTG

(10) (c)

Meeting Date: 12/01/2021

LIFEPAK 15 Monitor/Defibrillator and LUCAS Chest Compression System

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the purchase of One (1) LIFEPAK 15 Monitor/Defibrillator and One (1) LUCAS Chest Compression System from Stryker Medical in the amount of \$56,310.75.

BACKGROUND

This proposed medical equipment purchase is funded by a grant made available from Marathon Petroleum and is intended for use on the Medic Unit assigned to Fire Station 4.

ANALYSIS

All current Texas City medic units are equipped with these advanced life saving devices. Stryker Medical is the sole source provider for LIFEPAK 15 Monitor/Defibrillators and LUCAS Chest Compression Systems in the U.S. and Canada.

ALTERNATIVES CONSIDERED

None

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 21-120

A RESOLUTION APPROVING THE PURCHASE OF ONE LIFEPAK 15 MONITOR/DEFIBRILLATOR AND ONE LUCAS CHEST COMPRESSION SYSTEM, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire Department desires to purchase One (1) LIFEPAK 15 Monitor/Defibrillator and One (1) LUCAS Chest Compression System from Stryker Medical in the amount of \$56,310.75; and

WHEREAS, some funds have been made available for this purchase from Marathon Petroleum; and

WHEREAS, this purchase is intended for use at Fire Station 4.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of One (1) LIFEPAK 15 Monitor/Defibrillator and One (1) LUCAS Chest Compression System from Stryker Medical in the amount of \$56,310.75 in substantially the same form attached hereto as **Exhibit "A"**.

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

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

PASSED AND ADOPTED this 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh

Kyle L. Dickson

City Secretary

City Attorney



Lifepak 15 and LUCAS

Quote Number: 10423378

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: TEXAS CITY FIRE DEPT

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 09/01/2021

Expiration Date: 09/30/2021

Delivery Address

Name: TEXAS CITY FIRE DEPT

Account #: 1509736

Address: 1725 25TH ST N RM 1

TEXAS CITY

Texas 77590-4930

End User - Shipping - Billing

Name: TEXAS CITY FIRE DEPT

Account #: 1509736

Address: 1725 25TH ST N RM 1

TEXAS CITY

Texas 77590-4930

Bill To Account

Name: TEXAS CITY FIRE DEPT

Account #: 1509736

Address: 1725 25TH ST N RM 1

TEXAS CITY

Texas 77590-4930

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001958	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	1	\$33,155.70	\$33,155.70
2.0	41577-000290	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft	1	\$0.00	\$0.00
3.0	11577-000004	Station Battery Charger - For the LP15	1	\$1,705.20	\$1,705.20
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$429.78	\$1,719.12
5.0	11996-000323	Masimo™;RED LNC® Patient Cable, 4 FT. For use with LNCS Patient Sensors.	1	\$179.22	\$179.22
6.0	11171-000017	Masimo™ LNCS™ DCI, Adult SpO2 only Reusable Sensor. For use with LNC Patient Cable.	1	\$282.75	\$282.75
7.0	11171-000032	Masimo™Rainbow™DCI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	1	\$883.05	\$883.05
8.0	11160-000015	NIBP Cuff-Reusable, Adult	1	\$27.84	\$27.84
9.0	11160-000013	NIBP Cuff-Reusable, Child	1	\$22.62	\$22.62
10.0	11160-000011	NIBP Cuff-Reusable, Infant	1	\$20.01	\$20.01
11.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	\$31.32	\$31.32
12.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	\$293.19	\$293.19



Lifepak 15 and LUCAS

Quote Number: 10423378

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: TEXAS CITY FIRE DEPT

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 09/01/2021

Expiration Date: 09/30/2021

#	Product	Description	Qty	Sell Price	Total
13.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	\$53.07	\$53.07
14.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	\$75.69	\$75.69
15.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	1	\$1,048.35	\$1,048.35
16.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$14,085.30	\$14,085.30
17.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$1,074.45	\$1,074.45
18.0	11576-000071	LUCAS External Power Supply	1	\$340.17	\$340.17
19.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$656.85	\$1,313.70
				Equipment Total:	\$56,310.75

Price Totals:

Grand Total: \$56,310.75

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



Lifepak 15 and LUCAS

Quote Number: 10423378

Version: 1

Prepared For: TEXAS CITY FIRE DEPT

Attn:

Quote Date: 09/01/2021

Expiration Date: 09/30/2021

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Tim Garza

Email:

tim.garza@stryker.com

Phone Number:

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



August 2021

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_N

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

CITY COMMISSION REGULAR MTG

(10) (d)

Meeting Date: 12/01/2021

Amend the fiscal year 2021/2022 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the fiscal year 2021-2022 budget to appropriate funds for a new medic unit and related equipment.

BACKGROUND

This budget amendment is for the purchase of a new medic unit (\$197,428), Life Pak 15 monitor/defibrillator and LUCAS 3 chest compression system (\$56,310.75). See attached quotes.

Marathon has donated \$250,000 to the City for the specific purpose of purchasing the medic unit and related equipment. The remaining funding will come from the General Fund unassigned fund balance.

ANALYSIS

Budget Amendment:

General Fund (101) Fire Department (202):

Operating Equipment & Vehicles	\$197,428.00
Capital Equipment	\$56,310.75
Donations	(\$250,000.00)
Unassigned fund balance	(\$3,738.75)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

- Medic unit quote
- Lifepak and LUCAS quote
- Ordinance



Defining the future of Mobile Healthcare.™

Customer Quote

Order No.: Q2696-0001
Quote Date: 8/31/2021
Expiration Date: 11/29/2021
Salesperson: Paul Brown
 pbrown@frazerbilt.com

Invoice To:

Texas City Fire Department
 City of Texas City
 1725 25th St. North
 Texas City TX 77590
 US

Attention:

Assistant Fire Chief
 Jesse Rubio
 jrubio@texas-city-tx.org

Order Instructions:

Limited Edition discount applied. If any change to spec a reevaluation of the spec is required to verify the discount is still applicable.

No.	Item	Quantity	U/M		Unit Price		Net Amount
1	MODULE New Type I 12'	1.000	EA	\$	157,261.00	\$	157,261.00
2	CHASSIS 2022 FORD F350 Diesel	1.000	EA	\$	48,500.00	\$	48,500.00
3	DELIVERY Customer to pickup FOB Frazer	1.000	M	\$	0.00	\$	0.00
4	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	\$	1,000.00	\$	1,000.00
5	14109 Regulator-Oxygen, Preset 50 PSI, 90 deg	1.000	EA	\$	183.00	\$	183.00
6	14389-BLU Bin-Hang/Stack, Large, Blue	6.000	EA	\$	15.00	\$	90.00
7	14390-BLU Bin-Hang/Stack, Small, Blue	48.000	EA	\$	8.00	\$	384.00

Frazer, Ltd., 7219 Rampart Street, Houston, TX, 77081,
 P: 713-772-5511 www.frazerbilt.com
 Frazer Proprietary and Confidential



Defining the future of Mobile Healthcare.™

Customer Quote

Order No.: Q2696-0001

Quote Date: 8/31/2021

Expiration Date: 11/29/2021

Remit To:

Per TMVCC, we are quoting this through our licensed franchise dealer, Sterling McCall Ford

Sterling McCall Ford
6445 Southwest Freeway
Houston TX 77074

Sale Amount:	207,418.00
Order Disc(4.8164%):	-9,990.00
Sales Tax:	0.00
Total Amount:	197,428.00

Payment Terms: Net 30

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
Graphics pricing includes two hours' design time in the base price.
More extensive graphics or multiple changes will be billed at \$100/hr.



Lifepak 15 and LUCAS

Quote Number: 10423378

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: TEXAS CITY FIRE DEPT

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 09/01/2021

Expiration Date: 09/30/2021

Delivery Address

Name: TEXAS CITY FIRE DEPT

Account #: 1509736

Address: 1725 25TH ST N RM 1

TEXAS CITY

Texas 77590-4930

End User - Shipping - Billing

Name: TEXAS CITY FIRE DEPT

Account #: 1509736

Address: 1725 25TH ST N RM 1

TEXAS CITY

Texas 77590-4930

Bill To Account

Name: TEXAS CITY FIRE DEPT

Account #: 1509736

Address: 1725 25TH ST N RM 1

TEXAS CITY

Texas 77590-4930

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
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Lifepak 15 and LUCAS

Quote Number: 10423378

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: TEXAS CITY FIRE DEPT

Rep: Tim Garza

Attn:

Email: tim.garza@stryker.com

Phone Number:

Quote Date: 09/01/2021

Expiration Date: 09/30/2021

#	Product	Description	Qty	Sell Price	Total
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16.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$14,085.30	\$14,085.30
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18.0	11576-000071	LUCAS External Power Supply	1	\$340.17	\$340.17
19.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	\$656.85	\$1,313.70
				Equipment Total:	\$56,310.75

Price Totals:

Grand Total: \$56,310.75

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



Lifepak 15 and LUCAS

Quote Number: 10423378

Version: 1

Prepared For: TEXAS CITY FIRE DEPT

Attn:

Quote Date: 09/01/2021

Expiration Date: 09/30/2021

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Tim Garza

Email:

tim.garza@stryker.com

Phone Number:

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



August 2021

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe SolutionSM Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_N

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFEPAK, LUCAS, TrueCPR, CODE-STAT, RELI, LIFENET, HealthEMS, HomeSolutions.net, Heart Safe Solution, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

ORDINANCE NO. 21-36

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

WHEREAS, by Ordinance No. 21-21 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2021-2022; and

WHEREAS, a budget amendment is needed to appropriate funds for a new medic unit and related equipment.

WHEREAS, this budget amendment is for the purchase of a new medic unit (\$197,428), Life Pak 15 monitor/defibrillator and LUCAS 3 chest compression system (\$56,310.75). Marathon has donated \$250,000.00 to the City for the specific purpose of purchasing the medic unit and related equipment. The remaining funding will come from the General Fund unassigned fund balance.

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

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

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

General Fund (101) Fire Department (202):

Operating Equipment & Vehicles	\$197,428.00
Capital Equipment	\$56,310.75
Donations	(\$250,000.00)
Unassigned fund balance	(\$3,738.75)

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 1st day of December 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney