

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MARCH 16, 2022 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Micah Voight	Fire	03/05/2012	10 years
Dennis J. Harris	Parks & Recreation	03/05/2012	10 years
James Ceasar	Bayou Golf	03/21/2002	20 years
Herman Hilden	Rain Water Pump Station	03/18/2002	20 years

(5) REPORTS

(a) Annual Golf Report (Bayou Golf Course)

(b) Audit Report FY 20/21 (Whitley Penn)

(6) PUBLIC HEARING

(a) SSLT, Inc. requests to rezone from "A-1" (Single-Family Residential) to "I" (Planned Unit Development) to construct Marlow Lake North - a Master Planned Community within the City of Texas City.

(7) PRELIMINARY ZONING APPROVAL

- (a) Consider and take action on the request from SSLT, Inc. to rezone from "A-1" (Single-Family Residential) to "I" (Planned Unit Development) to construct Marlow Lake North - a Master Planned Community within the City of Texas City.

(8) PUBLIC COMMENTS

(9) CONSENT AGENDA

- (a) Approve City Commission Minutes for March 2, 2022 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2022-028, approving the purchase and installation of a new swimming pool heater at the Lowry Center. (Public Works)
- (c) Consider and take action on Resolution No. 2022-029, approving the purchase of one (1) 2000 GPM E-One Typhoon Pumper, with foam capability, from Lone Star Emergency Group in the amount of \$719,601.00, for Fire Station 4, through the H.G.A.C. Buy Program. (Fire Department)
- (d) Consider and take action on Resolution No. 2022-031, suspending the May 2, 2022 effective date of the Proposal by CenterPoint Energy to Implement Interim Grip Rate Adjustments to residential Gas uses in Texas City due to Gas Utility Investments incurred by CenterPoint Energy in 2021. (Management Services)
- (e) Consider and take action on Resolution No. 2022-032, approving the creation of the Keep Texas City Beautiful Sub-Committee of the CDBG Citizen Advisory Committee; Providing for the appointment of an eight (8) member committee; Providing for their terms and term limits; Providing a charge for the committee; Providing for a staff member to be involved; Providing a severability charge; and Providing for an effective date. (Community Development)

(10) REGULAR ITEMS

- (a) Consider and take action on Resolution No. 2022-030, authorizing a Fee Schedule for rental rates related to the Texas City Emergency Services Training Center. (Fire Department)
- (b) Consider and take action on Ordinance No. 2022-04, by adding a new Section: *96.03 Hazardous Materials Response Cost Recovery* to Chapter 96 "Fire Prevention and Protection: Fireworks" to authorize the assessment of fees to recover the costs actually incurred by the City in responding to hazardous materials incidents. The purpose of which is to better protect the public health, safety, and welfare and protect and preserve public funds and tax dollars and are to be levied solely for the purpose of defraying the costs of the hazardous materials response for which the fees are assessed. (Fire Department)
- (c) Consider and take action on Ordinance No. 2022-05, amending the City of Texas City's fiscal year 2021-2022 budget to appropriate funds for a new fire truck and related equipment. (Finance)

(11) COMMISSIONERS' COMMENTS

(12) MAYOR'S COMMENTS

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 MARCH 11, 2022, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 03/16/2022

March 2022 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST (Brief Summary)

Service Awards

Micah Voight	Fire	03/05/2012	10 years
Dennis J. Harris	Parks & Recreation	03/05/2012	10 years
James Ceasar	Bayou Golf	03/21/2002	20 years
Herman Hilden	Rain Water Pump Station	03/18/2002	20 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 03/16/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Annual Golf Report (Bayou Golf Course)

BACKGROUND

Report attached.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report

Bayou Golf Course Annual Golf Report



City Commission Meeting
March 16, 2022

Revenue/Rounds Report

2021-2022	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS
REVENUE	\$63,030.50	\$58,342.25	\$84,728.20	\$40,333.50	\$34,476.67								280,911.12
ROUNDS	2,042	1,964	2,062	1,445	1,173								8,686
RAIN FALL (IN)	7.5	3.5	4	3.5	2								20.5
DAYS OPEN	31	29	30	30	28								148
2020-2021	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS
REVENUE	\$77,531.25	\$89,837.73	\$55,526.29	\$54,383.50	\$41,150.50	\$72,399.31	\$82,665.10	\$69,121.85	\$92,935.75	\$69,532.81	\$76,861.50	\$68,113.00	\$850,058.59
ROUNDS	2,409	2,293	1,999	1,866	1,385	2,394	2,537	1,933	2,129	2,304	2,550	1,982	25,781
RAIN FALL	3.1	4.8	9.1	3.5	2.2	1.3	1.8	12.2	5.5	6	1.5	9	60.00
DAYS OPEN	31	28	30	30	23	31	29	28	30	29	31	27	357
2019-2020	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS
REVEUE	\$66,432.00	\$39,432.25	\$48,386.71	\$23,912.06	\$36,176.00	\$44,241.75	\$0.00	\$104,062.91	\$82,505.50	\$47,585.00	\$77,896.25	\$73,062.60	\$642,693.03
ROUNDS	1,350	1,128	1,771	855	1,208	1,402	0	3,582	2,892	1,406	2,401	2,180	20,175
RAIN FALL	13.8	6.2	2.8	11.7	6.8	4.4	3.1	6.8	6.6	13	1.5	5.5	87.0
DAYS OPEN	28	24	28	26	26	24	0	31	29	19	31	26	295

Revenue/Rounds Report

2018-2019	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS
REVENUE	\$47,368.74	\$37,894.75	\$48,850.25	\$23,678.25	\$26,697.20	\$57,835.26	\$120,629.36	\$65,900.25	\$57,043.00	\$65,606.00	\$59,552.75	\$49,355.50	\$660,411.31
ROUNDS	1,286	1,250	1,277	1,258	991	1,903	2,166	2,084	1,812	2,144	2,046	1,674	19,891
RAINFALL (IN)	12.6	10.4	11.2	11.6	9.6	6.8	4.1	11.7	16.7	7.2	9.1	7.8	118.8
DAYS OPEN	26	25	24	24	21	27	29	29	25	31	31	27	319

2017-2018	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTALS
REVENUE	\$74,816.25	\$66,917.07	\$33,830.75	\$28,785.50	\$31,126.00	\$88,136.50	\$122,836.50	\$63,849.50	\$60,657.32	\$61,972.44	\$64,942.49	\$19,340.74	\$717,211.06
ROUNDS	2,099	2,393	1,235	2,108	1,136	2,882	2,365	2,093.00	2,270	2,107	2,396	675	23,759
RAIN FALL (IN)	1.5	1.1	11.5	7.2	7.6	4.2	2.8	2.1	3.8	11	2.2	26.6	81.60
DAYS OPEN	31	28	27	24	25	31	29	31	28	30	31	18	333

YAMAHA GOLF CARTS





Date Range: 1/1/21 – 12/31/21

Rounds: 1,056

Revenue: \$31,545.00

Ave Rate: \$29.87



The First Tee at Bayou Golf Club

Drive, Chip & Putt

2021: Eight Members from Bayou Golf Course participated in the local qualifier

Four members qualified to participate in the Regional qualifier.



School Golf Teams:

7 High school participants on the Varsity Golf Team – Three from Clear Lake High School & four from Clear Creek High School.

Community Service Project:

The members of the First Tee gave back to Bayou Golf Course on two separate Saturdays in January/February.

The First Tee hand picked range balls, filled divots with sand on the driving range, and edged the bunkers.



Major Tournament of the Year

TC/LM Chamber Golf Classic

➤ **2 Day Event**

➤ **4 Shotgun Starts**

➤ **360 Total Golfers**

Maintenance Report

- The greens are starting to come off of dormancy right now. The Poa Annua should burn off in May once the soil temperature reaches 72 degrees. Which will make our greens roll very true.
- We have been spraying Revolver and Dismiss over the years to help suppress the Poa Annua on our greens. We are now looking into a product called Poa Cure to help with this winter plant.
- Aerification will begin towards the end of June. Which will pull the core and release gasses and allow nutrients, water, and air to funnel through the soil profile much easier.

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 03/16/2022

Rezoning Request from SSLT, Inc.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

SSLT, Inc., requests to rezone from "A-1" (Single-Family Residential) to "I" (Planned Unit Development) to construct Marlow Lake North - a Master Planned Community within the City of Texas City.

BACKGROUND

Marlow Lake North - The owner, SSLT, Inc., proposes to develop a 68.355 acres site on S.H.3, immediately north of the Marlow Lake Development, to provide approximately 158 single family lots ranging from 6,000sf to 16,000sf with lot widths ranging from 50' to 70'. Home values are expected to range from \$200,000 to over \$300,000. The proposed lot mix shown on Exhibit C is:

50' x 120' 69 lots 44%

60' x 120' 66 lots 42%

70' x 120' 23 lots 14%

There is no single zoning district to accommodate this variety in lots sizes, so staff and the developer chose to pursue the Planned Unit Development (PUD), which is presented for Planning Board approval before moving to the Zoning Commission for action regarding the zoning change. Under the District I zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces. Approximately 22.4 acres of the 68.4 acres is anticipated to be used as a detention pond and amenity lake. The project is intended to be part of Galveston County Municipal Utility District 79.

Existing conditions: The site is located west of S.H.3, south of Gulf Coast Water Authority Drainage Canal and north of the Marlow Lake Development. There is an existing sand mining operation on the eastern side of the property that is planned to be converted to an amenity lake to serve the proposed community. A 30ft wide pipeline easement runs along the western boundary of the property. The subject location is presently zoned District A-1 and adjacent to areas of current and ongoing residential development. The adjacent properties to the east and south were recently rezoned to District I for the development of the Marlow Lake Subdivision. The Lone Trail Village Subdivision is also zoned District I. Both subdivisions are under construction. Sections 1 through 5 of Lone Trail Village are complete with occupied residences. Section 6 is under construction and in the process of final acceptance. The infrastructure is complete or under construction in Sections 1 through 3 of Marlow Lake Subdivision. The Final Plat and construction drawings for Section 4 of Marlow Lake are in review and on track for presentation to the Planning Board soon. The property to the north and west are undeveloped and presently zoned A-1.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Staff Report

Development Agreement

PUD Application

Memo

To: Planning Board – Regular meeting February 7, 2022

From: Kim Golden, Engineering & Planning

cc: Doug Kneupper, P.E.

Date: February 3, 2022

Re: Request to Rezone Marlow Lake North Tract from District A-1 - Single Family Residential to District I – Planned Unit Development.

Marlow Lake North - The owner, SSLT, Inc., proposes to develop a 68.355 acres site on S.H.3, immediately north of the Marlow Lake Development, to provide approximately 158 single family lots ranging from 6,000sf to 16,000sf with lot widths ranging from 50' to 70'. Home values are expected to range from \$200,000 to over \$300,000. The proposed lot mix shown on Exhibit C is:

50' x 120'	69 lots	44%
60' x 120'	66 lots	42%
70' x 120'	23 lots	14%

There is no single zoning district to accommodate this variety in lots sizes, so staff and the developer chose to pursue the Planned Unit Development (PUD), which is presented for Planning Board approval before moving to the Zoning Commission for action regarding the zoning change. Under the District I zoning designation a variety of lot sizes can be arranged along with amenities such as landscaped entryways, parks, and open spaces.

Approximately 22.4 acres of the 68.4 acres is anticipated to be used as a detention pond and amenity lake. The project is intended to be part of Galveston County Municipal Utility District 79.

Existing conditions: The site is located west of S.H.3, south of Gulf Coast Water Authority Drainage Canal and north of the Marlow Lake Development. There is an existing sand mining operation on the eastern side of the property that is planned to be converted to an amenity lake to serve the proposed community. A 30ft wide pipeline easement runs along the western boundary of the property.

The subject location is presently zoned District A-1 and adjacent to areas of current and ongoing residential development. The adjacent properties to the east and south were recently rezoned to District I for the development of the Marlow Lake Subdivision. The Lone Trail Village Subdivision is also zoned District I. Both subdivisions are under construction. Sections 1 through 5 of Lone Trail Village are complete with occupied residences. Section 6 is under construction and in the process of final acceptance. The infrastructure is complete or under construction in Sections 1 through 3 of Marlow Lake Subdivision. The Final Plat and construction drawings for Section 4 of Marlow Lake are in review and on track for presentation to the Planning Board soon. The property to the north and west are undeveloped and presently zoned A-1.

Staff Analysis: In reviewing the Masterplan, the total lot yield of 158 single family homes is approximately 2.0 units per acre. The Development Agreement includes a building regulation that requires a residential structure to consist of a minimum of 60% brick, and for residential structures adjacent to S.H. 3 or within 300ft of S.H. 3 or visible from S.H. 3 and 100% of total exterior walls which may be seen from any public thoroughfare to be constructed of brick, stone or masonry. Staff recommends adding a provision which specifically excludes "hardboard" from the definition of masonry.

An important component to a viable residential development is providing parks and meaningful open spaces. The PUD application and Exhibit C, Land Use Plan incorporates walking/jogging trails as well as a 1.4 acre park/green space and landscaped entry reserves. It also shows use of the detention pond as a green space amenity with walking trails and benches. The plan does not show fountains within the lake. The size of the park shown exceeds the minimum requirements of one-half acre per 100 homes. The park encompasses some of the green space between the lake side homes and the amenity pond.

Although the PUD Application has representative amenities attached as Exhibit D, the Applicant is not committing to any particular amenities or enhancements such as a splash pad or playground unit at this time. Staff recommends the designation of specific park amenities at the time of preliminary plat approval be a condition for approval of the Masterplan, Development Agreement and PUD Application for the Moses Lake Tract. Also, the parks should be introduced to the subdivision relatively early, and a schedule of construction for the features and amenities provided in each park clearly identified prior to approval of the Final Plat.

The PUD Application and Development Agreement require the creation of a Homeowner's Association that will be responsible for maintenance of the detention pond, parks and common areas. The HOA document should include strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into the subdivision will be from SH 3 and through Marlow Lake Subdivision.

Water and sewer facilities will be extended through the Marlow Lake Subdivision. As previously indicated, the construction of infrastructure is in progress within Marlow Lake Subdivision.

Drainage and stormwater management will be provided through the detention pond amenity which is an active sand mine at this time. The Developer will be responsible for closing the mine and making the modifications necessary for the retention pond.

Action by the Planning Board: The Planning Board's role is to review and recommend approval of the Masterplan, Development Agreement and PUD Application to the Zoning Commission. The Planning Board may recommend approval of the Masterplan as submitted, approval with conditions or denial of the submittal. The Masterplan, Development Agreement and PUD Application provides the pathway for the developer to move forward with the project and submit preliminary plats, final plats and construction plans for developing the residential sections. Upon action by the Planning Board, the application for rezoning will be referred to the Zoning Commission for further consideration and ultimate recommendation to the City Commission. The City Commission is the final authority for the rezoning.

City staff has reviewed this Subdivision Masterplan, Development Agreement and PUD Application and has no objections to the Developer's request. Staff recommends that any approval be conditioned upon the designation of specific park amenities with submission of the preliminary plat and the designation of a construction schedule for all amenities with submission of the final plat. Staff also recommends the condition that the Development Agreement specify "hardeboard or other cementitious materials are excluded from the definition of masonry as used in the Development Agreement."

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into as of June, 2021, by and between THE CITY OF TEXAS CITY, TEXAS, a municipal corporation and home-rule city of the State of Texas (the “City”), and SSLT, Inc., a Texas limited liability company (the “Developer”).

ARTICLE I. RECITALS:

1.01 Developer intends to acquire an approximately 72-acre tract of real property located in Galveston County, Texas, more fully described on Exhibit “A” attached hereto and incorporated herein (the "Property"), and the City will approve its application for a planned unit development (the “PUD”) for the Property, as approved by action of the City Commission for the City, together with any revisions, amendments, or changes thereto approved by action of said Commission.

1.02 Developer intends to utilize the Property to develop approximately 158 single-family residential lots in accordance with PUD, the zoning code and all applicable City codes and ordinances.

1.03 The City has determined that agreeing to the terms set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business in the City.

1.04 The terms “City”, “Developer”, “District”, “PUD”, and “Property” shall have the meanings provided for them in the Recitals herein above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in the Agreement shall have the meanings as follows:

ARTICLE II. AGREEMENT:

NOW, THEREFORE, for good and valuable consideration and the mutual covenants set forth herein, Developer and the City contract and hereby agree as follows:

2.01 Access. The development of the Property requires access from State Highway 3 (“S.H. 3”). Developer agrees to construct the entrance to the Property.

2.02 PUD Creation and Galveston County Municipal Utility District No. 79 Annexation. Developer will petition the City to create a PUD and annexation into Galveston County Municipal Utility District No 79 (the “MUD”). The City will, within 30 days after such petition, create said PUD, consent to annexation into MUD, and will execute all such documentation and take all such action as may be reasonably requested by Developer, PUD, or MUD in connection therewith. The use and development of the Property before and after annexation shall conform with the PUD and to development standards reasonably necessary to Developer.

2.03 Infrastructure. The City will reserve sufficient utility capacity to serve all the single-family residences constructed within the PUD. Upon completion of construction of the utilities

and streets (the “Infrastructure”) per City standards, the City will accept, own, and maintain the Infrastructure.

**ARTICLE III.
OBLIGATIONS OF THE DEVELOPER**

3.01 Maintenance of certain improvements. The Developer agrees to form one or more property owners’ association(s), which shall have as one of their stated purposes to permanently maintain through assessments all lakes, ponds, and other detention facilities, parks and recreation facilities, landscaping, and monumentation developed as part of the Project (the “Non-City Improvements”). The Developer acknowledges and agrees that the Non-City Improvements will be maintained by the property owners' association(s) serving the Property, as appropriate, and the City shall never have the responsibility to own, operate or maintain the Non-City Improvements.

3.02 Dry Utilities. The Developer agrees that all dry utilities, such as electric, gas, telephone, and cable, shall be placed underground throughout the Property; provided, however, that “three-phase” power lines may be elevated and may be placed in easements along the perimeter of the Property to serve the Property. Unless otherwise approved by the City and the Developer and unless no reasonable alternative is available to the power provider for the location of said poles, no elevated three-phase power or larger poles may be placed along any major roads or highways. The Developer agrees that the public street light poles throughout the Project shall be galvanized metal or concrete; provided, however, the Developer may use light poles made out of material that is of a higher quality than concrete, as reasonably determined by the City. Decorative and specialty light poles are acceptable on private property and along private streets; provided, however, that the City shall never be responsible for maintenance of such light poles.

3.03 Development Covenants. The Developer agrees to adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD, the Zoning Code and any relevant City ordinances and regulations. The Developer will provide copies of its residential deed restrictions and residential development covenants to the City for review and comment by the Mayor or his designee no later than prior to the approval of the first residential development covenants for review and comment no later than prior to the approval of PUD. The Developer agrees to require Sub- developers to abide by the Developer's development standards and provide for enforcement mechanisms for restrictive covenants.

3.04 Notice. Developer agrees to provide notice to the Mayor or his designee of any material proposed changes, amendments or revisions to the PUD, the property, or the Project prior to taking any action on such changes.

3.05 Building Regulations. A residential structure shall consist of a minimum of 60% brick, stone, or masonry. For residential structures adjacent to S.H. 3, within 300 feet of SH 3, or seen from any public thoroughfare or visible from S.H. 3, 100% of the total exterior walls shall be constructed of brick, stone, or masonry.

**ARTICLE IV.
TERM AND DEFAULT**

4.01 Term. This agreement shall be in effect as of the date set forth on the first page, hereof, and shall terminate 50 years thereafter, unless terminated earlier as specifically provided herein.

4.02 Default.

- (a) A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.
- (b) Before any failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged of the failure and shall demand performance. No breach of the Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within 30 days of such notice. Upon a breach of this Agreement, the non-defaulting Party shall be entitled to specific performance. Regardless of any other provision, neither Party shall be entitled to recover money damages for breach of this Agreement or a tort related to this Agreement. Except as otherwise set forth herein, no action taken by a party pursuant to the provisions of this Section pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party or in equity. Each of the parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other party.

**ARTICLE V.
MISCELLANEOUS PROVISIONS**

5.01 Approvals and consents. Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an ordinance, resolution or order adopted by the governing body of the appropriate party or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of the party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

5.02 Address and notice. Any notice to be given under this Agreement shall be given in writing, addressed to the party to be notified as set forth below, and may be given either by depositing the notice in the United States mail postage prepaid, registered or certified mail, with return receipt requested; by messenger delivery; or by telecopy. Notice deposited by mail shall be effective three days after posting. Notice given in any other manner shall be effective upon receipt by the party to be notified. For purposes of notice, the addresses of the parties shall be as follows:

If to the City, to:

City Engineer - City of Texas City
7800 Emmett F. Lowry Expy
Texas City, Texas 77591
Attn: Kim Golden
Email: kgolden@texascitytx.gov

With a copy to:

City Attorney - City of Texas City
928 5th Ave. N.
Texas City, Texas 77590
Attn: Kyle Dickson
Email: _____

If to the Developer, to:

SSLT, Inc.
11529 Wincrest
Dickinson, TX 77539 Attn: Jerry LeBlanc, Jr.
Email: jleblanc@binnacledevelopment.com

With a copy to:

Hoover Slovacek LLP
5151 Westheimer, Suite 1200
Houston, Texas 77056
Attn: Greg A. Savage
Email: savage@hooverslovacek.com

The parties shall have the right from time to time to change their respective addressees by giving at least 10 days' written notice of such change to the other party.

5.03 Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Developer shall give notice immediately to the City of the name, address, phone number and contact person of the person or entity acquiring an interest in the

Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Developer's successors and assigns.

5.04 Nonwaiver of Rights. By entering this Agreement, neither Developer nor the City waive any rights granted under any laws, nor do they make any admissions regarding the subject matter of this Agreement. Each party specifically reserves any and all rights to pursue any action or remedy to protect its interests and rights

5.05 Reservation of Rights. All rights, powers, privileges and authority of the parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the parties and, from time to time, may be exercised and enforced by the parties.

5.06 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Galveston County, Texas.

5.07 Merger. This Agreement embodies the entire understanding between the parties and there are no representations, warranties, or agreements between the parties covering the subject matter of this Agreement.

5.08 Modification; Exhibit. This Agreement shall be subject to change or modification only with the mutual written consent of the City and the Developer. The exhibit attached to this Agreement are incorporated by this reference for all purposes.

5.09 Captions. The captions of each section of this Agreement are inserted solely for convenience and shall never be given effect in construing the duties, obligations or liabilities of the parties hereto or any provisions hereof, or in ascertaining the intent of either party, with respect to the provisions hereof.

5.10 Interpretations. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

5.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.

5.12 Parties in interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third parties.

5.13 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Telefaxed or scanned-emailed copies of this signed Agreement shall be binding and effective as an original.

5.14 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding

agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.15 Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

- Signature Page to Follow -

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first given above.

CITY OF TEXAS CITY, TEXAS

By: _____
Name: _____
Title: _____

SSLT, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT "A" TO DEVELOPMENT AGREEMENT

Legal Description

**TEXAS CITY PUD APPLICATION
MARLOW LAKE NORTH DEVELOPMENT**

**Submitted by
SSLT, Inc.**

January 2022

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4. Project Details.....	4
5. Proposed Land Use	5
6. Utilities.....	7

Texas City PUD Application

The following application is submitted under Section 160.050 District I, Planned Unit Development (PUD)

1. Introduction

Purpose

This application has been prepared on behalf of SSLT, Inc. ("Owner"), pursuant to the City of Texas City's ("City") ordinances related to a Planned Unit Development ("PUD"). The purpose of the PUD is to encourage flexibility in the development of land, promote the most appropriate uses, and encourage a cohesive development. This PUD will establish development regulations and standards that will ensure a quality development, consistent with the intent of the Texas City Subdivision and Zoning Ordinances.

2. Project Description

Project Overview

The Owner intends to develop an approximately 68.4-acre tract on SH 3, immediately north of the Marlow Lake development. Upon completion, the community will consist of approximately 158 single family lots, ranging from 6,000 square feet to approximately 16,000 square feet, upon which home values are expected to range from \$200,000 to over \$300,000, with lot sizes ranging from 50' to 70' front width. Approximately 22.4 acres of the 68.4 acres is anticipated to be used as a detention basin and amenity lake. The project will be part of Galveston County Municipal Utility District No. 79 ("The District"). The Owner is submitting this application to establish the parameters of development for the community and the obligations of both the Owner and the City.

Existing Conditions

As previously stated, the site is located west of SH 3, south of Gulf Coast Water Authority Drainage Canal, and north of the Marlow Lake Development. (see attached aerial map "Exhibit A" and property survey "Exhibit B"). There is an existing sand mining operation on the eastern side of the property that is planned to be converted to an amenity lake to serve the proposed community. A 30' wide pipeline easement runs along the western boundary of the property and the northwest portion of the property is adjacent by a 135' wide Gulf Coast Water Authority Drainage Canal ROW.

The majority of land immediately surrounding the development is residential or undeveloped.

Area Mobility

SH 3 provides access to the proposed development site. A local street will be developed within the property to provide circulation in and through the development. The local street will connect from SH 3 to the existing Central Park Drive in Marlow Lake. This road will be built in phases as the project develops.

3. Roadways and Circulation

Neighborhood Collector

As mentioned, the neighborhood collector will connect from SH 3 to the existing Central Park Drive in Marlow Lake. This will have a 60-foot wide right of way and 30-foot paving section. Lots will have direct access to the collector street.

Local Streets

There will be local streets that are internal roadways providing access to residential lots. Local Streets will have a 60-foot right of way and 30-foot paving section. Sidewalks will be installed by the homebuilder, according to Texas City Requirements, at the time each home is constructed. Within the local streets there will be several cul-de-sac streets. Cul-de-sac streets more than 600-feet will be limited to a maximum of 30 lots.

4. Project Details

1. The site is located west of SH 3, south of Gulf Coast Water Authority Drainage Canal, west of the existing sand mining operation, and north of the Marlow Lake Development. (see attached aerial map "Exhibit A" and property survey "Exhibit B").
2. The development will consist of approximately 158 single family lots. The lots will range from an average size of 6,000 square feet to approximately 16,000 square feet, upon which home values are expected to range from \$200,000 to over \$300,000. Typical lot sizes for interior lots will be 50'x120', 60'x120', and 70'x120', with the 70' wide lots being adjacent to the proposed amenity lake (see attached land plan "Exhibit C"). The community will include a 1.4-acre park/green space, and landscaped entry reserves.
3. The existing sand mining operation will be converted to an amenity lake to serve the community. The amenity will feature walking trails, open space, and gathering areas along the trail.
4. The density is approximately 2.0 units per acre, a decrease compared to the standard subdivision densities due to the on-site detention and amenity basin called Marlow Lake.
5. The existing sand mining operation is a non-residential use, which is to be converted to an amenity lake. There are no proposed non-residential uses included in the planned land-use development plan.
6. All home construction will be standard one-story and two-story dimensions, not exceeding 36 feet in height.

The property has slight elevation changes, which will be slightly modified during the development process. The property will drain to the east, into the existing amenity lake.

Development Agreement

It is acknowledged that the land within the PUD is subject to a proposed Development Agreement with the City. The Owner's agreement includes detailed information as it relates to housing requirements,

landscape maintenance, HOA, and the standards and conditions that will govern the development of the property.

Owner Obligations

Upon adoption of the PUD, Owner will commit to the following:

1. The property will be developed under the general schedule presented in “Exhibit E” in one or two sections. Due to market conditions, one large section of development may be the most economical option for construction and lot delivery purposes. The potential section division line is shown on “Exhibit C”.
2. At a minimum Owner will provide green space and amenities, similar to those delineated in “Exhibit C” and “Exhibit D”.
3. Before any housing units are constructed, Owner will form a homeowner’s association (“HOA”) covering all residential units in the PUD. The HOA will be responsible for all subdivision and common area maintenance.
4. Owner will commit that development and buildout will follow all Texas City ordinances and regulations.

City Obligations

Upon adoption of the PUD, the City will approve the following:

1. The City will not object unreasonably or without cause to the annexation of the property into Galveston County Municipal Utility District No. 79.
2. The PUD will incorporate provisions to prohibit drilling for any natural resources within the boundaries of the PUD, to the extent allowed by law.
3. The City will consent to vehicular and pedestrian access from SH 3 through the property.

5. Proposed Land Use

The proposed Conceptual Land Plan for the Marlow Lakes North development, as illustrated in Exhibit C, shows the preliminary location of all residential and open space/recreational areas. The density is approximately 2.0 units per acre, a decrease compared to the standard subdivision densities due to the on-site detention and amenity basin called Marlow Lake.

Upon completion, the community will consist of approximately 158 single family lots, ranging from 6,000 square feet to approximately 16,000 square feet. The community will include a 1.4-acre park/green space, and landscaped entry reserves (See the Open Space plan “Exhibit D”), and a 22.4-acre amenity lake with walking trail and gathering areas. According to the proposed land plan, there will be no non-residential uses and all home construction will be standard one-story and two-story dimensions, not exceeding 36 feet in height.

The stormwater detention is located along the eastern portion of the tract, adjacent to SH 3. The proposed infrastructure will create on-site storm water detention utilizing a permanent lake that will also allow for recreational amenities and open space features.

In conjunction with the standards established within the PUD, the Owner intends to create a quality development with cohesive design standards and deed restrictions that will result in a strong sense of community and consistent architectural theme within the project.

Table 1 below illustrates the composition of land uses proposed for the development.

Table 1: Composition of Land Usage

Land Use	Total Acres (Approximate)	Percentage (Approximate)
Single Family Residential	31.74	46.4%
Drainage, Detention, Amenity Lake	22.4	32.7%
Open/Green space	2.5	3.7%
Other (including Road, ROW, Easements, etc.)	11.76	17.2%
Total	68.4	100%

Open Space / Parkland Dedication

Significant recreational space, landscape and open space will be included within Marlow Lake North PUD. In total, approximately 36 percent of the overall land is planned to be developed into stormwater detention, parks and/or other open spaces. This includes an approximately 22.4-acre lake that provides stormwater detention in the eastern portion of the community.

The City of Texas City parks and open space requirements states that one half acre for every 100 proposed dwelling units to be dedicated to the City for the use of parks. Based on the estimated number of single-family residences, which is approximately 158 lots, one acre is required to be dedicated to parkland. Compliance with the parks and open space requirements for land dedication will be accomplished with the reserves between the lots, which provide access to the amenity lake, as well as the area between the back of lots and top bank of the detention basin/amenity lake.

Pipeline easements, drainage easements and other areas not already dedicated as open space will, when possible, be incorporated into the community open space plan for use as pedestrian corridors and greenbelts. These areas will then be maintained by the HOA of the development.

Land Use and Zoning

The Marlow Lakes North PUD will be developed in one or two sections, depending on market conditions, and use will be single-family residential.

Lot Size (Zoning Designation)	% of Total Residential Lots
50' x 120' (A)	44%
60' x 120' (A)	42%
70' x 120' (A-1)	14%

6. Utilities

Water & Wastewater

All water and wastewater utilities for the development will be provided by the City. It is assumed the City has adequate wastewater collection and treatment capacity for the project. Any upgrades and/or improvements will be addressed in the Development Agreement, or the Utility Service Agreement entered between the Owner, the City, and the District as applicable, for the project to be approved concurrently with this PUD.

The current plan is to pump the wastewater from a proposed, on-site lift station, through a force main, to the existing gravity sewer line in Lone Trail Village. The proposed force main will go through Marlow Lake Section 4 and parallel an existing force main that serves Marlow Lake. Detailed design calculations will be provided prior to construction plans being approved by the City.

Detention

It is contemplated that on-site storm water detention will be provided throughout the project utilizing a permanent lake. A drainage report or memorandum will be presented to Galveston County Drainage District No. 2 for review and approval prior to the City's approval. The District shall maintain the detention areas and may enter into a maintenance agreement with the HOA or appropriate entity for their portion of the maintenance expense. The reserves within the development and amenity portions of the lake will be maintained by the HOA or appropriate entity at a higher level of service so the amenity areas of the lake are a usable greenspace for the community.

The permanent lake, known as Marlow Lake, will be converted from the existing sand mining operation. This process may include bringing in clay to act as a liner for the lake to help it retain water and adding aeration features to prevent stagnant water. Conversion of the sandpit to the lake including construction of the amenity package shall occur once the 75th building permit in Marlow Lake North is requested for the conversion and construction of the amenity package.

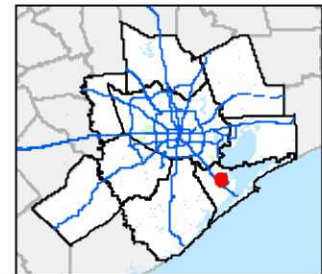
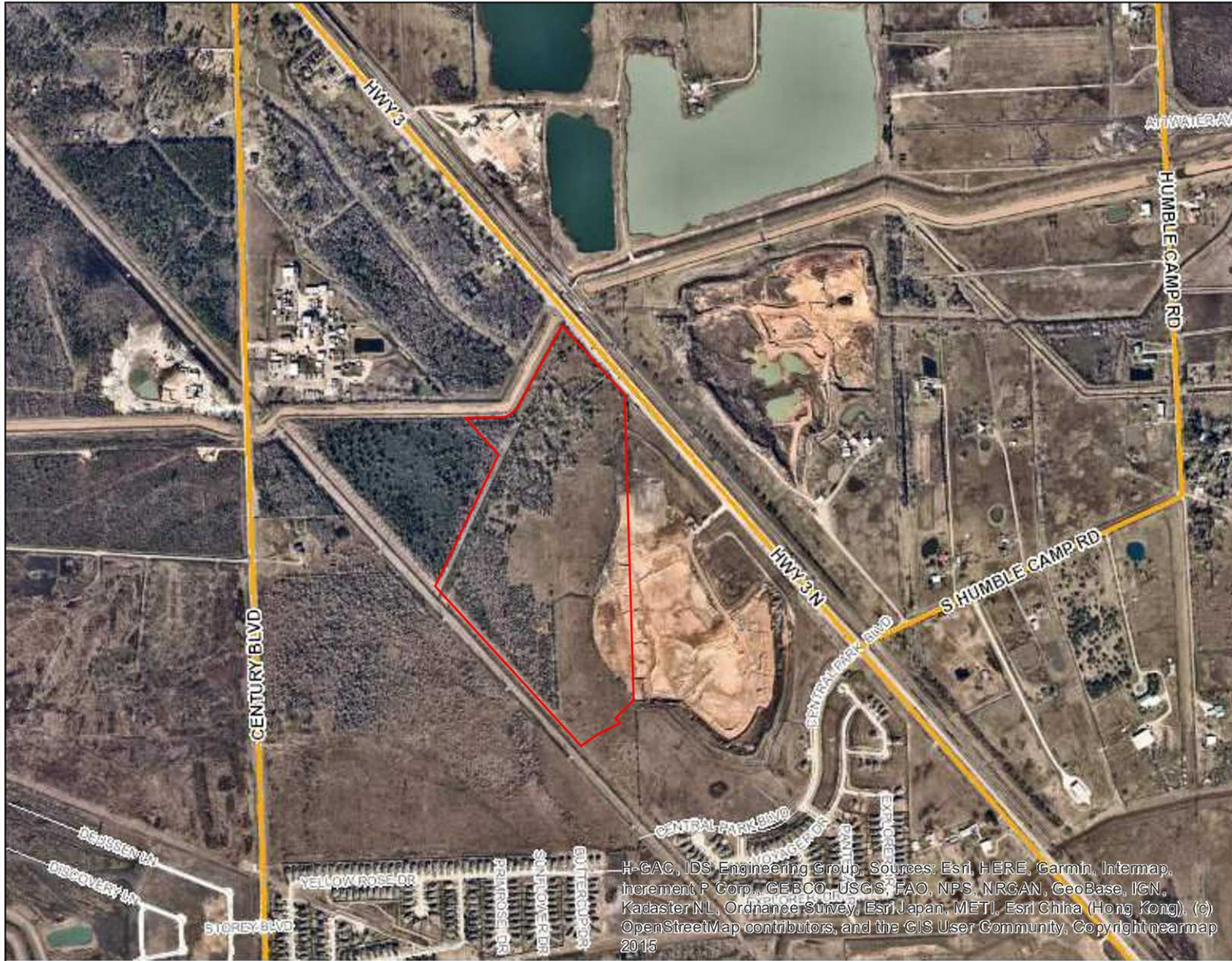
Storm Drainage

The project will utilize a series of swales, culverts and roadway conveyance systems that will move storm water runoff to the basin through several outfall locations, subject to the City and Galveston County Drainage District No. 2's review and approval. The property has slight elevation changes, which will be modified during the development process. The property will drain south and east, into Marlow Lake.

Flood Levels and Potential Flooding

The property is above the 100-year floodplain.

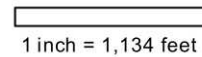
Exhibit A
Aerial Map



H-GAC, IDS Engineering Group, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, Copyright nearmap 2015

MARLOW LAKES NORTH AERIAL EXHIBIT

Print Date: 5/5/2021 4:12:03 PM IDS Engineering Group



Disclaimer: This web site represents the information that has been made available for the use of this system and does not necessarily include the most complete and/or accurate data. IDS Engineering Group does not warrant its accuracy or completeness. Verification should be done as necessary.

This GIS Exhibit may include copyrighted material (aerial photos) by either NearMap or H-GAC. All Rights Reserved.

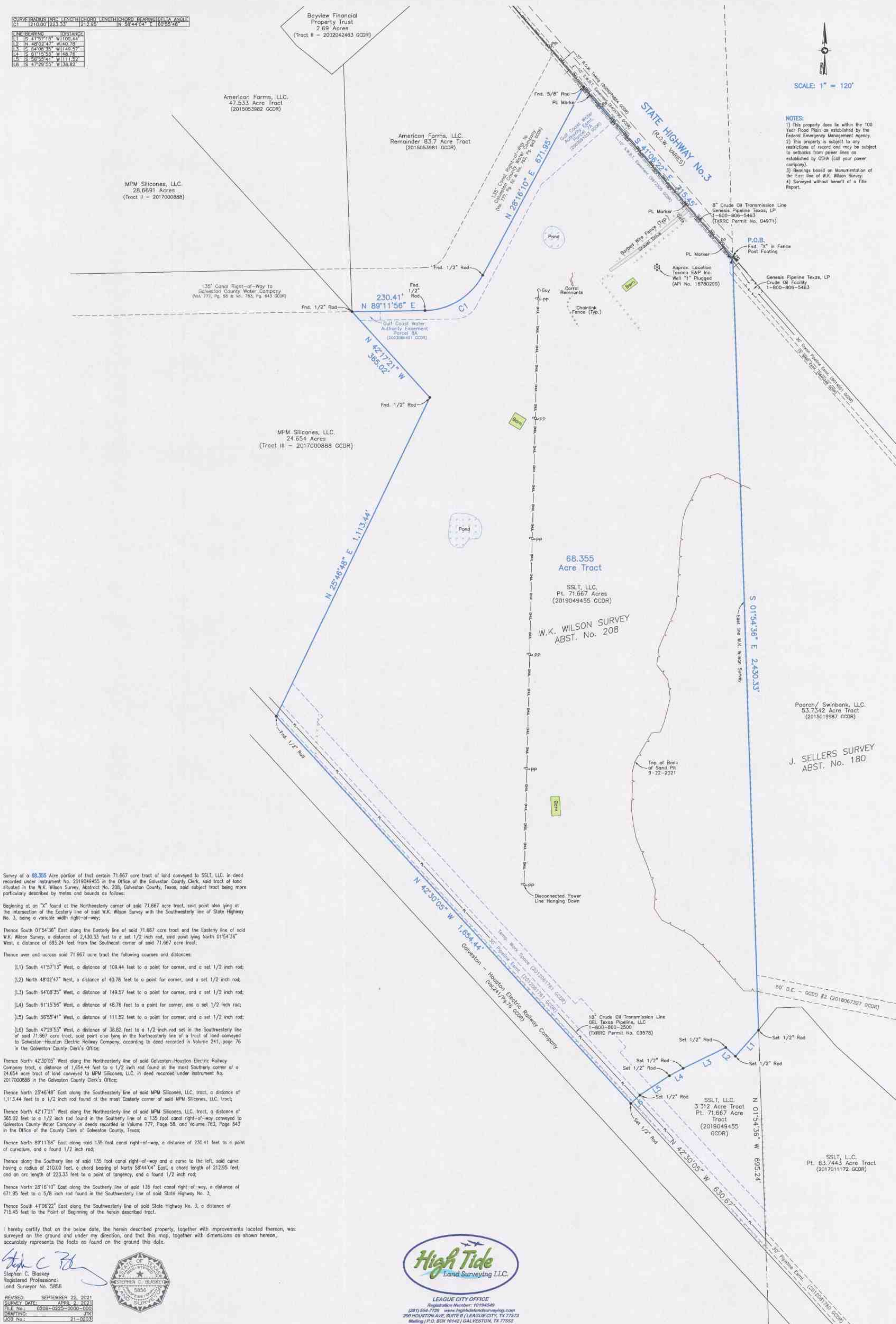
Exhibit B Survey

CURVE	RADIUS (ARC LENGTH)	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	210.00 (223.33)	212.95	N 58°44'04" E	18°05'48"

LINE	BEARING	DISTANCE
1	R 41°57'13" W	109.44
2	N 48°02'47" W	40.78
3	S 64°08'35" W	149.57
4	S 61°15'56" W	48.76
5	S 96°55'41" W	111.52
6	S 47°29'55" W	38.82

SCALE: 1" = 120'

NOTES:
 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
 2) This property is subject to any restrictions of record and may be subject to setbacks from power lines as established by OSHA (call your power company).
 3) Bearings based on Monumentation of the East line of W.K. Wilson Survey.
 4) Surveyed without benefit of a Title Report.



Survey of a 68.355 Acre portion of that certain 71.667 acre tract of land conveyed to SSLT, LLC, in deed recorded under Instrument No. 2019049455 in the Office of the Galveston County Clerk, said tract of land situated in the W.K. Wilson Survey, Abstract No. 208, Galveston County, Texas, said subject tract being more particularly described by metes and bounds as follows:

Beginning at an "X" found at the Northeast corner of said 71.667 acre tract, said point also lying at the intersection of the Easterly line of said W.K. Wilson Survey with the Southwesterly line of State Highway No. 3, being a variable width right-of-way;

Thence South 01°54'36" East along the Easterly line of said 71.667 acre tract and the Easterly line of said W.K. Wilson Survey, a distance of 2,430.33 feet to a set 1/2 inch rod, said point lying North 01°54'36" West, a distance of 695.24 feet from the Southeast corner of said 71.667 acre tract;

Thence over and across said 71.667 acre tract the following courses and distances:

- (L1) South 41°57'13" West, a distance of 109.44 feet to a point for corner, and a set 1/2 inch rod;
- (L2) North 48°02'47" West, a distance of 40.78 feet to a point for corner, and a set 1/2 inch rod;
- (L3) South 64°08'35" West, a distance of 149.57 feet to a point for corner, and a set 1/2 inch rod;
- (L4) South 61°15'56" West, a distance of 48.76 feet to a point for corner, and a set 1/2 inch rod;
- (L5) South 96°55'41" West, a distance of 111.52 feet to a point for corner, and a set 1/2 inch rod;
- (L6) South 47°29'55" West, a distance of 38.82 feet to a 1/2 inch rod set in the Southwesterly line of said 71.667 acre tract, said point also lying in the Northeast corner of a tract of land conveyed to Galveston-Houston Electric Railway Company, according to deed recorded in Volume 241, page 76 in the Galveston County Clerk's Office;

Thence North 42°30'05" West along the Northeast corner of said Galveston-Houston Electric Railway Company tract, a distance of 1,654.44 feet to a 1/2 inch rod found at the most Southerly corner of a 24.654 acre tract of land conveyed to MPM Silicones, LLC, in deed recorded under Instrument No. 2017000888 in the Galveston County Clerk's Office;

Thence North 25°46'48" East along the Southwesterly line of said MPM Silicones, LLC, tract, a distance of 1,113.44 feet to a 1/2 inch rod found at the most Easterly corner of said MPM Silicones, LLC, tract;

Thence North 42°17'21" West along the Northeast corner of said MPM Silicones, LLC, tract, a distance of 365.02 feet to a 1/2 inch rod found in the Southerly line of a 135 foot canal right-of-way conveyed to Galveston County Water Company in deeds recorded in Volume 777, Page 58, and Volume 763, Page 843 in the Office of the County Clerk of Galveston County, Texas;

Thence North 89°11'56" East along said 135 foot canal right-of-way, a distance of 230.41 feet to a point of curvature, and a found 1/2 inch rod;

Thence along the Southerly line of said 135 foot canal right-of-way and a curve to the left, said curve having a radius of 210.00 feet, a chord bearing of North 58°44'04" East, a chord length of 212.95 feet, and an arc length of 223.33 feet to a point of tangency, and a found 1/2 inch rod;

Thence North 28°16'10" East along the Southerly line of said 135 foot canal right-of-way, a distance of 671.95 feet to a 5/8 inch rod found in the Southwesterly line of said State Highway No. 3;

Thence South 41°06'22" East along the Southwesterly line of said State Highway No. 3, a distance of 715.45 feet to the Point of Beginning of the herein described tract.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

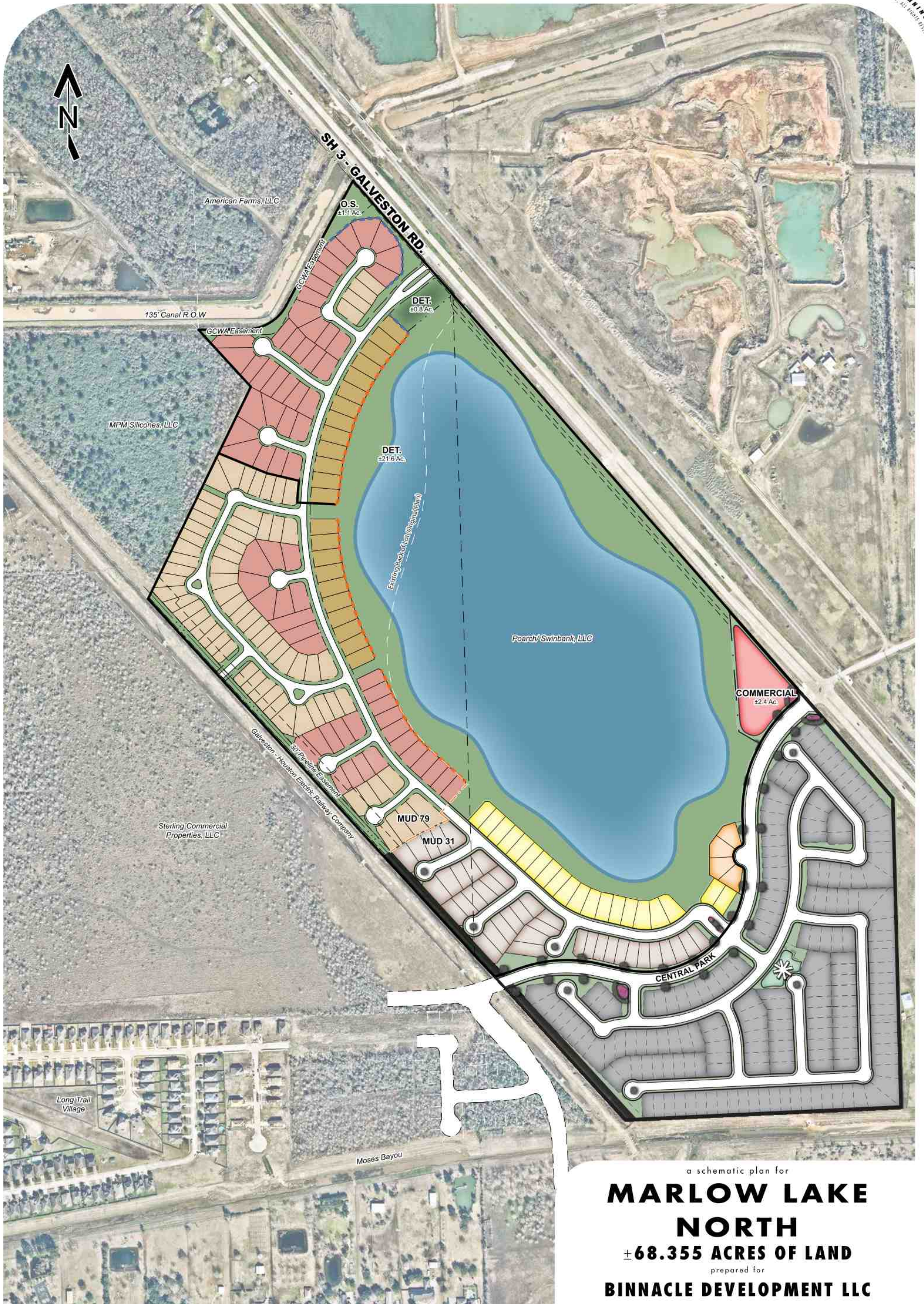
Stephen C. Blaskey
 Stephen C. Blaskey
 Registered Professional
 Land Surveyor No. 5856



LEAGUE CITY OFFICE
 Registration Number: 10194549
 (281) 554-7739 www.hightidesurveying.com
 200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77574
 Mailing / P.O. BOX 16142 | GALVESTON, TX 77552

REVISED:	SEPTEMBER 22, 2021
SURVEY DATE:	APRIL 2, 2021
FILE No.:	0208-0225-0006-030
DRAWING:	JTK
JOB No.:	21-0203

Exhibit C
Land Plan

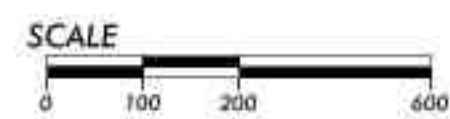


a schematic plan for
MARLOW LAKE NORTH
 ±68.355 ACRES OF LAND

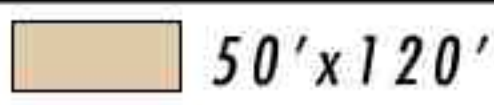
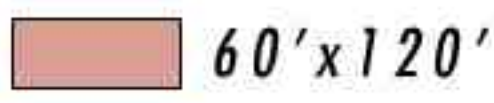
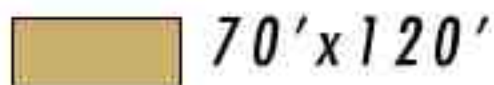
prepared for
BINNACLE DEVELOPMENT LLC



24275 Katy Freeway, Ste. 200
 Katy, Texas 77494
 Tel: 281-810-1422



MTA-I-543
 DECEMBER 16, 2021

LOT SUMMARY (MUD 79)		
	50'x120'	69 LOTS 44%
	60'x120'	66 LOTS 42%
	70'x120'	23 LOTS 14%

TOTAL 158 LOTS

LEGEND	
	Masonry Fence
	Tubular Steel Fence

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Exhibit D
Amenity Exhibit



FENCING



PICNIC PAVILLION



LAKE EDGE/TRAIL



LAKE EDGE/TRAIL



FISHING PIER



PLAYGROUND

a park and open space character for
**MARLOW LAKES
NORTH**
±71.7 ACRES OF LAND

prepared for
BINNACLE DEVELOPMENT LLC



24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE: NTS

MTA-I-543
OCTOBER 13, 2021



LAKE EDGE/TRAIL



GAZEBO

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

Exhibit E
Schedule

Exhibit E
Anticipated Development Timeline

PUD Application Submission	November 2021
PUD Application Approval	December 2021
Section 1 Construction Plan Submittal	February 2022
Section 1 Construction Plan Approval	March 2022
Section 1 Construction Begins	May 2022
Section 2 Construction Plan Submittal	June 2022
Section 2 Construction Plan Approval	July 2022
Delivery of Section 1 Lots and Building Permits	September 2022
Section 2 Construction Begins	September 2022
Delivery of Section 2 Lots and Building Permits	January 2023

Exhibit F
Sanitary Sewer Calculations

Marlow North PUD

Calculated Sanitary Sewer Capacity in Lone Trail Village

Q, Flow (CFS)	1.098
n, Manning's Coefficient	0.013
Diameter (FT)	0.833
Slope of Pipe (FT/FT)	0.0025
Pipe Size (IN)	10
Peak Factor	4
Assumed GPD/Connection	275
Q, Flow (Gallon per Second)	8.213
Q, Flow (Gallon per Day)	709631
Calculated Capacity (ESFC)	645
Gallon Per Day	177,408

Summary of Development to be served (ESFC)

Lone Trail Village Sec 6 (Proposed)	25
Lone Trail Village (Existing)	202
Marlow North (Proposed)	158
Marlow Lake (Existing and Proposed)	236
Total Development (ESFC)	621
Total Capacity Calculated (ESFC)	645
Capacity Remaining (ESFC)	24

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 03/16/2022

Rezoning request from SSLT, Inc.

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST (Brief Summary)

Consider and take action on the request from SSLT, Inc. to rezone from "A-1" (Single-Family Residential) to "I" (Planned Unit Development) to construct Marlow Lake North - a Master Planned Community within the City of Texas City.

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(9) (a)

Meeting Date: 03/16/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for March 2, 2022 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MARCH 2, 2022 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MARCH 2, 2022, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Dedrick D. Johnson, Sr.

1. ROLL CALL

Present: Dedrick D. Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Kevin Yackly, Commissioner At-Large
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

Absent: Keith Henry, Commissioner District 1

2. INVOCATION

Led by Pastor Mark Smith of Landmark Missionary Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner Jami Clark.

4. REPORTS

a. Fire Inspection Prevention Report (Fire Marshal)

A PowerPoint presentation was given by Fire marshal Dennis Harris and his deputy staff.

Commissioner Keith Henry entered the meeting.

5. PUBLIC HEARING

a. David Newmann requests to rezone from "C" (Multi-Family Residential) to "E-3" (Outdoor Commercial) to construct a plant nursery.

b. Thuc Le requests to rezone from "O" (Open Space) to "P-I" (Planned Industrial) to construct and operate a 22,172 sq ft warehouse addition and an 8,000 sq ft warehouse.

6. PRELIMINARY ZONING APPROVAL

a. Consider and take action on the Zoning Change Request from David Newmann to rezone from "C" (Multi-Family Residential) to "E-3" (Outdoor Commercial) to construct a plant nursery.

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

Vote: 7 - 0 CARRIED

- b. Consider and take action on the Zoning Change Request from Thuc Le to rezone from "O" (Open Space) to "P-I" (Planned Industrial) to construct and operate a 22,172 sq ft warehouse addition and an 8,000 sq ft warehouse.

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

Vote: 7 - 0 CARRIED

7. PUBLIC COMMENTS

There were none.

8. CONSENT AGENDA

Motioned by Commissioner Jami Clark to approve Consent Agenda items a, b, c, f, g, h, i, j, k, and l.

- a. Approve City Commission Minutes for February 16, 2022 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2022-017, approving and awarding a contract for Bid No. 2022-412 Water Line Replacement Project - Phase 18. (Public Works)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2022-018, approving and awarding a contract for Bid No. 2022-413 Sanitary Sewer Rehabilitation Project - Phase 21. (Public Works)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2022-019, approving a right-of-way and easement agreements including surface site easements and temporary workspace easements and access agreements to Kinder Morgan Tejas Pipeline, LLC for construction and operation of the Texas City Loop Project to serve Air Products and other customers in Texas City, TX. (Engineering & Planning)

Item pulled by Mayor Johnson.

Motion by Commissioner At-Large, Mayor Pro Tem Thelma Bowie, Seconded by Commissioner At-Large Kevin Yackly

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2022-020, approving the execution of a Purchase Order for ARKK Engineers, LLC. for the Engineering Services of the 34th Street Drainage Project. (Public Works)

Item pulled by Mayor Johnson.

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

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2022-021, approving the execution of a Purchase Order for ARKK Engineers, LLC for the Engineering Services of the 7th Avenue Drainage Project. (Public Works)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2022-022, approving the execution of a Purchase Order for GrantWorks Inc. for the Grant Administration Services of the 34th Street Drainage Project. (Public Works)

Vote: 7 - 0 CARRIED

- h. Consider and take action on Resolution No. 2022-023, approving the execution of a Purchase Order for ARKK Engineers, LLC. for the Engineering Services of the Pump Station A Improvements Project. (Public Works)

Vote: 7 - 0 CARRIED

- i. Consider and take action on Resolution No. 2022-024, approving the execution of a Purchase Order for ARKK Engineers, LLC. for the Engineering Services of the Pump Station B Improvements Project. (Public Works)

Vote: 7 - 0 CARRIED

- j. Consider and take action on Resolution No. 2022-025, approving the execution of a Purchase Order for GrantWorks Inc. for the Grant Administration Services of the 7th Avenue Drainage Project. (Public Works)

Vote: 7 - 0 CARRIED

- k. Consider and take action on Resolution No. 2022-026, approving the execution of a Purchase Order for GrantWorks Inc. for the Grant Administration Services of the Pump Station A Improvements Project. (Public Works)

Vote: 7 - 0 CARRIED

- l. Consider and take action on Resolution No. 2022-027, approving the execution of a Purchase Order for GrantWorks Inc. for the Grant Administration Services of the Pump Station B Improvements Project. (Public Works)

Vote: 7 - 0 CARRIED

9. ADJOURNMENT

Having no further business, Commissioner District 3 Dorthea Jones Pointer made a MOTION to ADJOURN at 5:37 p.m.; the motion was SECONDED by Commissioner At Large Kevin Yackly. 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: 03/16/2022

Purchase and Installation of Swimming Pool Heater for the Lowry Center

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the purchase and installation of a new swimming pool heater at the Lowry Center.

BACKGROUND

This work will replace the existing electric water heater for the small pool at the Lowry Center with a new gas heater. This project also includes relocating the heater out of the corrosive environment of the swimming pool equipment room to the adjacent mechanical room. This should extend the life of the equipment. The Lowry Center pool was constructed in the 1970's with an electric heater which was last replaced in 2007 and has functioned well past it's lifespan. The heater is now inoperable, beyond repair, and has been out of commission for two months. It has been determined that electric heaters are no longer the standard in swimming pool heating and it is now necessary to transition to a gas heater.

The total cost for this purchase, including the add option 1: fiberglass unistrut and clamps, is \$76,923.90. The purchase will be made from The Brandt Companies, LLC. via BuyBoard contract # 638-21.

A copy of the proposal is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department and the Recreation and Tourism Department that the City Commission approve this purchase.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 2022-028

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A NEW SWIMMING POOL HEATER AT THE LOWRY CENTER THROUGH BUYBOARD, A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Public Works Department requests the approval of purchase and installation of a new swimming pool heater at the Lowry Center, through BuyBoard Contract No. 638-21, a Local Purchasing Cooperative; and

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

WHEREAS, it is the recommendation of the Texas City Public Works Department to award the above mentioned item to The Brandt Companies, LLC, through BuyBoard, a Local Purchasing Cooperative for the approximate purchase price of \$76,923.90.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase and installation of a new swimming pool heater at the Lowry Center from The Brandt Companies, LLC, through BuyBoard, a Local Purchasing Cooperative, for an approximate price of \$76,923.90 as set out on the quote attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 16th day of March 2022.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: February 1, 2022 Proposal#: P-20220203-0010-A

24 Hour Service Dispatch: (832) 714-3300 Reference: Option 1- Installation of Viessman Boiler

Customer: Marcell Favalora Service Site: Marcell Favalora
City of Texas City Pool
1900 Fifth Ave N.
Texas City, Tx 77590

X Repair work proposals are for the scope as listed on the following page.

Equipment replacement proposals are for the scope of work as listed on the following page.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: \$ 75,423.90
\$ - plus any applicable taxes. Price is good for 30 Days.
\$ 75,423.90 Total

Remit To: The Brandt Companies, LLC, P.O.Box 227351, Dallas, TX 75222-7351 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Martha Wethington

Service Account Manager

Cell: 346-426-5934

Fax: 832-714-3500

Email: martha.wethington@brandt.us

Customer Acceptance

Accepted By:
Name:
Title:
Company:
Date:
Purchase Order Number:

The Brandt Companies, LLC

Accepted By:
Name:
Title:
The Brandt Companies, LLC
Date:

www.brandt.us



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: February 1, 2022

Proposal#:

P-20220203-0010-A

24 Hour Service Dispatch: (832) 714-3300

Reference:

Option 1- Installation of Viessman Boiler

Scope of Work:

- Mobilize to job site and check in with the customer
- Core drill two holes towards back of outside mechanical room and create penetration on roof for new boiler vent
- Install new Viessman Rack system in outside mechanical room and Bowan pool shell and tube heat exchanger
- Tie in to existing gas line and water line
- Run 2" CPVC Piping from mechanical room to pool pump room
- Tie in to new Bowan pool shell and tube heat exchanger and existing pool pumps
- Install new expansion tank inside mechanical room
- Install carbon monoxide monitor in mechanical room
- Tie in electrical to heat exchangers, boiler and pumps
- Install new CPVC vent stack from the new boiler and out the new roof penetration
- Start boiler and check for operation and leaks
- Call for final inspection with the City of Texas City
- Check out with customer and demobilize from job site
- Install new insulation on new hot water lines

• ***Add on Option 1: Fiberglass unistrut and clamps: ADD \$1500

Accepted By Customer: _____ Brandt: _____

Building a sustainable future
for the communities we serve



PROPOSAL

The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: February 1, 2022

Proposal#: P-20220203-0010-A

24 Hour Service Dispatch: (832) 714-3300

Reference: Option 1- Installation of Viessman Boiler

Exclusions for Services Offered:

- Anything not listed in the scope of work.
- Overtime Work.

Accepted By Customer: _____ Brandt: _____

The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: February 1, 2022 Proposal#: P-20220203-0010-A

24 Hour Service Dispatch: (832) 714-3300 Reference: Option 1- Installation of Viessman Boiler

Brandt's Service Proposal # P-20220203-0010-A. Proposal is conditioned upon the following terms and conditions, which

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
- 2 **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).

The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
(a.) Maintenance or repair of Equipment cabinets;
(b.) Ductwork and air distribution devices;
(c.) Water supply or drain beyond the Equipment;
(d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
(e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;

(f.) Moving or relocation of the subject equipment;
(g.) Repairs due to freezing;
(h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
(i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the
(j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically
(k.) Water treatment; and
(l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: February 1, 2022 Proposal#: P-20220203-0010-A

24 Hour Service Dispatch: (832) 714-3300 Reference: Option 1- Installation of Viessman Boiler

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____

CN-XL Series - Pool Heat Exchangers

The CN-XL series of heat exchangers was designed specifically for commercial sized swimming pools. They provide a simplified and practical means of indirectly heating both commercial and municipal pools. The vast majority of hotels, YMCAs, municipal arenas, community centers, universities/colleges and condominiums already utilize boilers for makeup air and domestic water heating. Typically these boilers are oversized and are not in operation on a continuous basis even during the winter months. Utilizing this excess capacity also ensures a more continuous operation of the boiler which reduces cycling.

The CN-XL series heat exchangers are available in capacities ranging to 3,000,000 Btu/hr and are therefore suitable for large Olympic size swimming pools. In addition to providing sufficient surface area to facilitate high rates of heat transfer these units are also designed to handle a flow rate of 400 USGPM of pool water with a pressure loss of only 3.2 psi (7.5 feet water).

Please contact us with the design parameters so that we can size a suitable unit and provide a data sheet with the design criteria and flow characteristics - as these are engineered products it is important that they are correctly sized for your application. .



Applications

- Large Scale Pools
- Hot Tubs
- Geothermal Pool Heating
- Solar Pool Heating

* Removable tubestacks for easy cleaning

Features

- High Heat Transfer Capacities
- Rugged Design
- Resistant to Corrosion from Both Chlorinated and Salt Water Pools
- Removable Tubestacks Enables Easy Cleaning
- Quick Delivery from Stock



Standard Material

- Tube side (Pool Water): Cupro Nickel
- Shell Side (Boiler Water): Cast Iron Steel

Maximum Pressure

- Hot Side: 90 psig
- Cold Side: 90 psig

Maximum Temperature

250 °F

Approvals

CRN

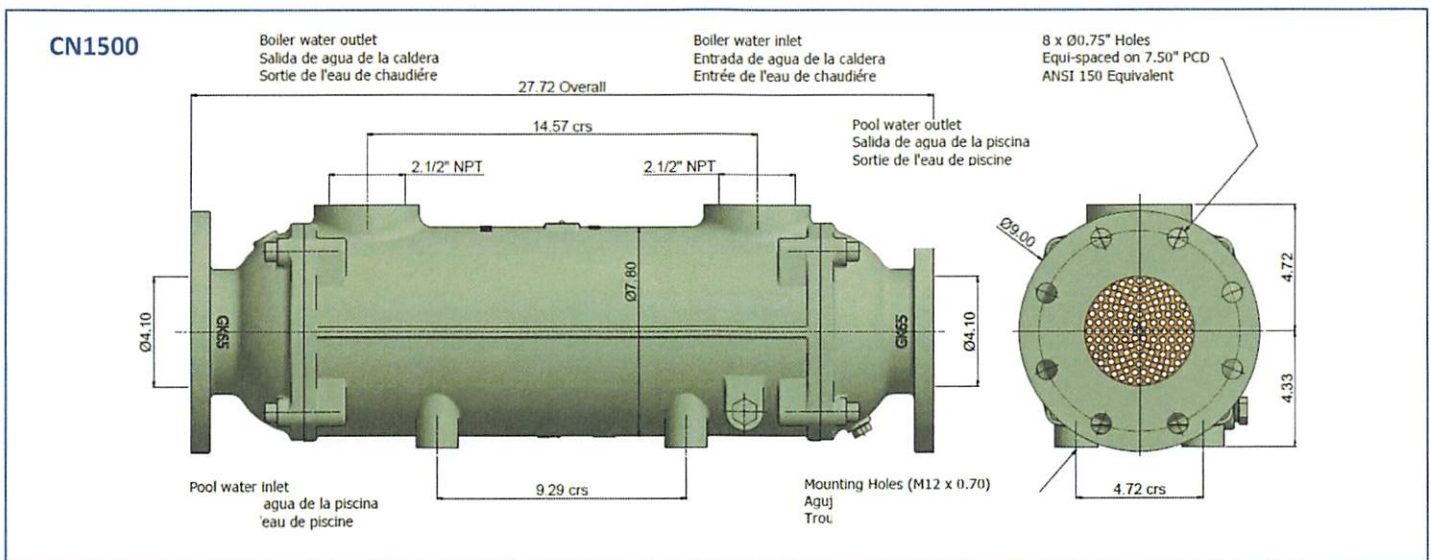
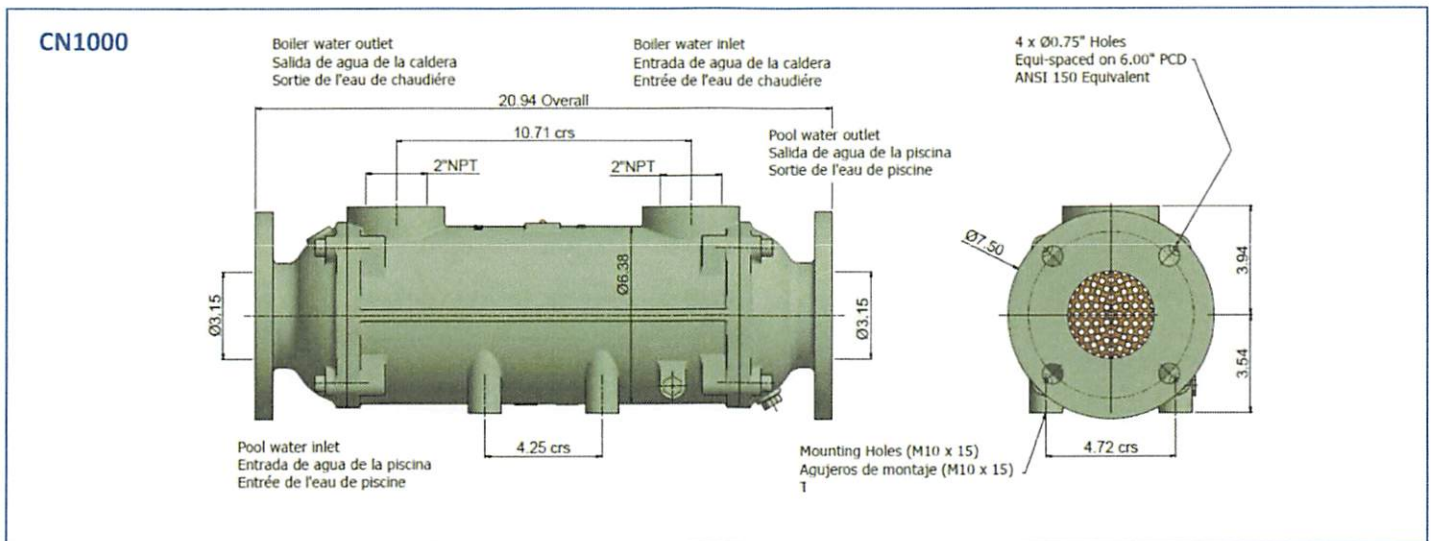
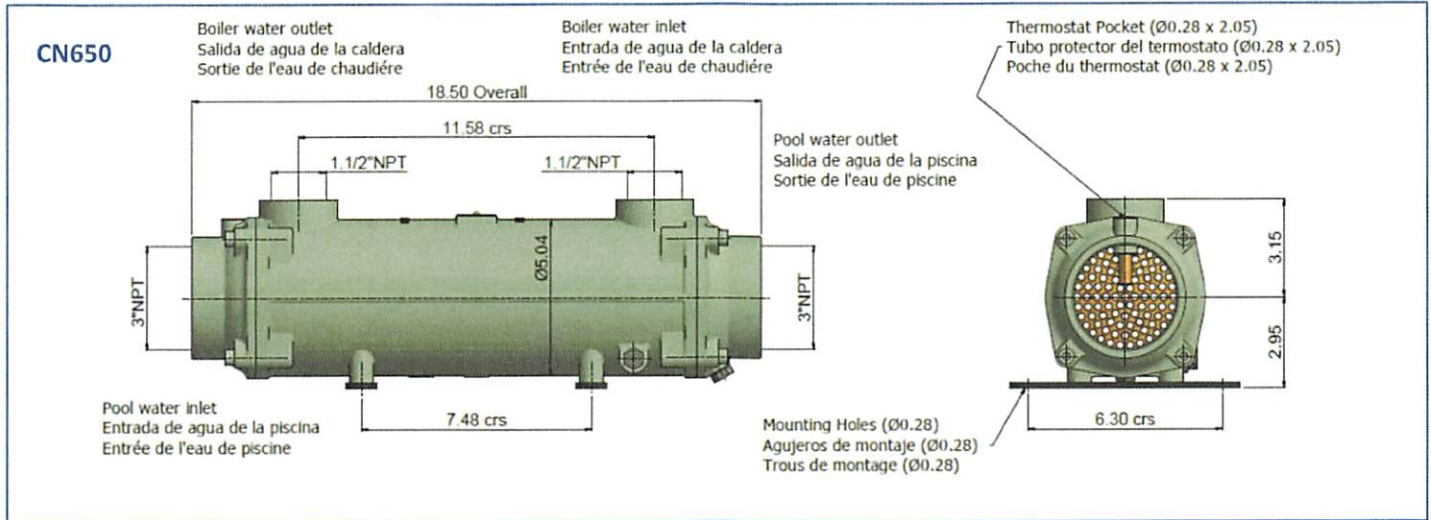


Manufactured under ISO 9001-2008 quality guidelines

Made in England

CN-XL Quick Reference Chart (based on boiler water temperature 180°F)

Part Number	Pool Capacity USG	Pool Water Flow GPM	Boiler Water Flow GPM	Boiler Capacity BTU/Hr	Connections	
					Hot	Cold
CN650	60000	127	31.7	650,000	1 1/2" NPT	3" NPT
CN1000	120000	222	54.5	1,000,000	2" NPT	3" Flange
CN1500	200000	330	84.5	1,500,000	2 1/2" NPT	4" Flange
CN2000	240000	500	126	2,650,000	3" NPT	5" Flange



Stocking Distributors for North America



Toll Free: 1-877-751-9414

Web: valutechinc.com

eMail: info@valutechinc.com

Dealer:

VISSMANN MANUFACTURING COMPANY (U.S.) INC. ("Viessmann")

STANDARD LIMITED WARRANTY

For Hydronic Heating Boilers - Gas-Fired Condensing Stainless Steel Boilers Only (the "Standard Warranty" or the "Warranty")

TERMS AND CONDITIONS OF WARRANTY

Viessmann provides this Warranty only to the original end user purchaser (the "Owner") of a Viessmann Stainless Steel Hydronic Heating Boiler of less than 530,000 BTU output purchased after September 1, 2016, in the United States of America for installations in the United States (the "Boiler"), provided the Owner uses the Boiler at the site of original installation in accordance with the terms hereof.

This Warranty provides specific legal rights. You may have other rights which vary from State to State in the United States of America. The rights in this Warranty are conditioned upon: (a) the proper installation of the Boiler in accordance with all applicable rules, regulations, industry standards and Viessmann instructions by a mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, and/or air conditioning equipment and who is properly licensed under all relevant and/or applicable laws of the jurisdiction in which the Boiler is installed ("Contractor"); (b) proper operation, and maintenance of the Boiler by a Contractor in accordance with the product manuals; (c) the original and continuous installation and use of the Boiler by an Owner within the United States of America; and (d) performance of warranted part replacements or repairs by a Contractor.

WARRANTY AND WARRANTY PERIODS

Viessmann's obligation under this Warranty is limited to the repair or replacement, at the sole discretion of Viessmann, of any goods or parts which do not conform to the express Warranty provided herein. Labor and all other costs for the examination, removal and/or re-installation of defective parts, and transportation costs for defective or replacement parts, are not covered by this Warranty.

LIMITED TWO (2) YEAR WARRANTY

Viessmann warrants that the Boiler enclosure, burner, controls, and other accessories Viessmann provides as standard equipment on the Boiler will be free from defects in material and workmanship for TWO (2) YEARS from the Date of Original Installation of the Boiler.

LIMITED FIVE (5) YEAR WARRANTY FOR RESIDENTIAL APPLICATIONS

If the Owner uses the Boiler exclusively for personal, family and household purposes in a single family dwelling or a residential building where Boiler services only the Owner's residence ("Residential Applications") Viessmann warrants that the Boiler enclosure, burner, controls, and other accessories that Viessmann provides as standard equipment on the Boiler will be free from defects in material and workmanship for FIVE (5) YEARS from the Date of Original Installation of the Boiler.

LIMITED TEN (10) YEAR WARRANTY FOR THE PRESSURE VESSEL

Viessmann warrants that the pressure vessel of the Boiler will be free from defects in materials and workmanship resulting in a leak for TEN (10) YEARS from the Date of Original Installation of the Boiler.

LIMITED LIFETIME WARRANTY FOR THE PRESSURE VESSEL

AFTER THE TENTH (10TH) YEAR FOR RESIDENTIAL APPLICATIONS

If the Owner uses the Boiler exclusively in a Residential Application, Viessmann warrants that the pressure vessel will remain free from defects in materials and workmanship resulting in a leak during the life time of the boiler. Repair or replacement of a pressure vessel defective in material or workmanship after the tenth year in Residential Applications will be made only upon the Owner's payment of a proportionate charge based upon the length of time the pressure vessel has been installed.

The proportionate charge is the percentage of the then current Viessmann list price of the pressure vessel when the warranty claim is made, determined as follows: 11th year - Owner 20%, Viessmann 80%; 12th year - Owner 40%, Viessmann 60%; 13th year - Owner 50%, Viessmann 50%; 14th year - Owner 60%, Viessmann 40%; 15th year and beyond - Owner 75%, Viessmann 25%.

If a pressure vessel for the Boiler is no longer available when the warranty claim is made, Viessmann will provide a new condensing Boiler at the then current retail price subject to the following: The Owner must pay the then current retail price for the replacement boiler less a credit based upon (1) the percentage the list price of the pressure vessel of the new boiler bears to the list price of the entire boiler, and (2) Viessmann's share of the proportionate charge detailed above. By way of example, if the pressure vessel fails in the 14th year and the list price of the pressure vessel is 30% of the list price of the new boiler, the Owner will receive a credit of 12% of the retail list price of the new boiler (30% of Viessmann's 40% share of proportionate charge in the 14th year).

REPLACEMENT PARTS

Replacement or repaired parts provided under this Warranty are warranted for the applicable unexpired period of this Warranty, or the term of Viessmann's Parts Warranty, whichever is longer.

COMMENCEMENT OF WARRANTY PERIODS

The Warranty Periods commence on the date the Boiler is installed (the "Date of Original Installation"). In the event of a dispute as to the Date of Original Installation, the shipping date from the Viessmann facility, as recorded in the books and records of Viessmann, shall be deemed to be the Date of Original Installation.

WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING

1. THE REMEDY PROVIDED IN THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE OWNER. VIESSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE AND LOST PROFITS). VIESSMANN'S MAXIMUM CUMULATIVE LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE THE ORIGINAL END-USER PURCHASER PAID FOR THE BOILER. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

2. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. VIESSMANN MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ANY SUCH WARRANTY IMPOSED BY LAW IS LIMITED TO THE PERIOD OF THE LIMITED WARRANTY PROVIDED HEREIN. NO WARRANTY ARISING BY USAGE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VIESSMANN OR SHALL ARISE IN CONNECTION WITH THIS WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

3. Liability or damages caused by improper installation or unsuitable or improper use or operation of the Boiler, incorrect Boiler start-up, incorrect or careless handling, improper control adjustment or control strategy, incorrect burner adjustment, disregard of the operating and maintenance instructions or any other instructions supplied with the Boiler, alteration of the Boiler, or use of unauthorized replacement parts.

4. The workmanship of the Contractor and repairs or replacement of parts required due to poor workmanship of the Contractor.

5. Components and parts not furnished by Viessmann.

6. (a) Damage caused by improper care or maintenance, including, but not limited to improper removal of Boiler condensate, and (b) failure to inspect and service the Boiler in accordance with Viessmann's product manuals. The Boiler and its burner must be operated, serviced, inspected and cleaned in accordance with the product manuals.

7. Damage to the Boiler or any of its parts caused by matters outside the control of Viessmann, including excessive temperatures or pressures, unsuitable fuels, fuel impurities, improper fuel mixture, fuel or gas explosion, electrical, chemical or electrochemical reaction, water impurities, unsuitable water conditions as per system design guidelines, water conditions causing unusual deposits within the water side and heat exchanger combustion area of the pressure vessel within the Boiler, water treatment chemicals, electrical failures and surges, acts of God, combustion air contaminated externally, air impurities, sulfur or sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion, situating the Boiler in an unsuitable location or continuing use of the Boiler after onset of a malfunction or discovery of a defect.

8. Damage to the Boiler or any of its original or authorized replacement parts caused by a water conditioning system in the building in which the Boiler is installed not conforming to Viessmann specifications.

9. Wear and tear and/or consumption of parts including, but not limited to, fuses, gaskets, ignitors, electrodes, combustion chamber linings, and parts in direct contact with the open flame.

NON- ASSIGNABILITY

No Viessmann warranties are assignable.

ARBITRATION

IN THE EVENT OF ANY DISPUTE BETWEEN VIESSMANN AND THE OWNER ARISING OUT OF THE INTERPRETATION OR PERFORMANCE OF THIS WARRANTY, OR THE PARTS AND EQUIPMENT COVERED HEREUNDER, SUCH DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE NOMINATED BY VIESSMANN, ONE BY THE OWNER AND THE THIRD BY THE FIRST TWO NOMINEES IF THEY CAN AGREE AND OTHERWISE IN ACCORDANCE WITH THE RULES OF THE AAA. ALL CLAIMS OR DISPUTES SHALL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS OR DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS.

HOW TO MAKE A WARRANTY CLAIM

For prompt warranty service, notify the Contractor who installed your Boiler. If this action does not result in warranty service, contact Viessmann directly at the address below.

The obligations of Viessmann under this Warranty apply only when the Owner promptly notifies the Contractor of the issue giving rise to the claim and in no event later than fourteen (14) days after its occurrence.

Viessmann Manufacturing Company (U.S.) Inc.
45 Access Road Warwick, Rhode Island • 02886 • USA
Telephone: (401) 732-0667 • Fax: (401) 732-0590
www.viessmann-us.com

CITY COMMISSION REGULAR MTG

(9) (c)

Meeting Date: 03/16/2022

Authorize the purchase of One (1) 2000 GPM E-One Typhoon Pumper

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the purchase of One (1) 2000 GPM E-One Typhoon Pumper, with foam capability, from Lone Star Emergency Group in the amount of \$719,601.00 for Fire Station 4. This apparatus is being purchased through the H.G.A.C. Buy Program.

BACKGROUND

This request is being made now because the estimated delivery time on new order apparatus exceeds 550 days (18-19 months) and station construction is estimated at twelve (12) months from start and is currently scheduled for May 2023 completion.

ANALYSIS

The proposed apparatus is currently unfunded in the FY21-22 budget and will require a budget amendment. Additionally, 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

Fiscal Impact

Attachments

Resolution

Exhibit A

RESOLUTION NO. 2022-029

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) PUMPER UNIT, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) BUY PROGRAM, FOR THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire department desires to purchase one (1) 2000 GPM E-One Typhoon Pumper, with foam capability, from Lone Star Emergency Group through the Houston Galveston Area Council (H-GAC) Buy Program for Fire Station 4; and

WHEREAS, the estimated delivery time on new order apparatus exceeds 550 days, and

WHEREAS, this purchase is intended for deployment at Fire Station 4 currently in the planning stages, and

WHEREAS, the completion of construction of Fire Station 4 is currently scheduled for May 2023.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of one (1) Pumper Unit for \$719,601.00, through the Houston-Galveston Area Council (H-GAC) Buy Program in substantially the same form attached hereto as **Exhibit "A"** and made part thereof.

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

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

PASSED AND ADOPTED this 16th day of March 2022.

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

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

Apparatus Proposal

DATE: March 2, 2022

The Proposal has been prepared especially for:

Texas City Fire Department
1725 N Logan St
Texas City, TX 77590

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

Delivery will be F.O.B. Customer Location and will be made approximately 500 Calendar days after receipt of signed approval drawings. Delays by third party vendors beyond E-One or Lone Star's control may affect delivery times. Terms of payment shall be pre-payment or payment on delivery.

Pricing for Purchase on or before 03/31/2022.

E-One Rescue Pumper w/Typhon Chassis	\$743,808.00
HGAC Fee (if required)	\$2,000.00
Total for (1)	\$745,808.00
Prepayment Discount	(\$15,382.00)
Performance Bond if Required	\$2,959.00
Discount for Purchase on or Before 03/31/2022	(\$13,784.00)
Total w/Discount	\$719,601.00

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

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

This quote is valid until 3/31/2022 unless extended in writing.

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

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

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

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

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

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

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

Name

Customer Authorized Signature

Date

David Bessolo

Salesman name – Sales Administrator

03/02/2022

Date

Keith A. Gould

Keith Gould – V.P. Sales

03/02/2022

Date

Brad Fullington

Brad Fullington, CEO

03/02/2022

Date

CITY COMMISSION REGULAR MTG

(9) (d)

Meeting Date: 03/16/2022

Approval of Resolution No. 22 - 031, approving the suspension of the effective date of CenterPoint Gas GRIP Rates

Submitted For: Jon Branson, Management Services

Submitted By: Jon Branson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Approval of Resolution No. 2022-031 suspending the May 2, 2022 effective date of the Proposal by CenterPoint Energy to Implement Interim Grip Rate Adjustments to residential Gas uses in Texas City due to Gas Utility Investments incurred by CenterPoint Energy in 2021.

BACKGROUND

CenterPoint Energy made filings with the Railroad Commission of Texas on March 3, 2022, proposing to implement interim rate adjustments pursuant to Texas Utilities Code Utilities Code § 104.301 to seek recovery on invested capital on all customers served by CenterPoint, effective May 2, 2022. These rates will increase residential customers rates by an estimated \$1.36 per month. You may recall the increase for the previous year was approximately \$.99 per month for residential customers.

Under the GRIP statute, cities may not challenge the Company's request. The only action a City can do is to suspend the effective date of the rate increase by 45 days to the rate customers permitting adequate time to review the proposed increases. The attached Resolution suspends the effective date of May 2, 2022 for all City of Texas City Residential customers.

ANALYSIS

Recommend approval of proposed Resolution suspending the Interim Grip Rates for the maximum number of days allowed by law (45 days).

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2022-031

A RESOLUTION BY THE CITY OF TEXAS CITY, TEXAS SUSPENDING THE MAY 2, 2022 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2021 AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Texas City, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas–Texas Coast Division, (“CenterPoint” or “the Company”) and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on March 3, 2022, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code § 104.301 on all customers served by CenterPoint, effective May 2, 2022; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

SECTION 1: The May 2, 2022 effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

SECTION 2: A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002 and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

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

PASSED AND ADOPTED this 16th day of March 2022.

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: 03/16/2022

Creation of Keep Texas City Beautiful Subcommittee of CDBG Citizen Advisory Committee

Submitted For: Titilayo Smith, Community Development, Housing Autho

Submitted By: Titilayo Smith, Community Development, Housing Autho

Department: Community Development, Housing Autho

Information

ACTION REQUEST (Brief Summary)

To consider and approve the Creation Of The Keep Texas City Beautiful Sub-Committee Of The CDBG Citizen Advisory Committee; Providing For The Appointment Of An Eight (8) Member Committee; Providing For Their Terms And Term Limits; Providing A Charge For The Committee; Providing For A Staff Member To Be Involved; Providing A Severability Charge And Providing For An Effective Date.

BACKGROUND

The City of Texas City, through the Department of Community Development, is currently a Provisional Affiliate and is in the process of going through the steps to become an Official Affiliate of Keep Texas Beautiful (KTB).

Keep Texas Beautiful is a grassroots-based organization whose mission is “to inspire and empower Texans to keep our communities clean and beautiful.” KTB's organizational focus is concentrated in four areas:

- Litter Prevention
- Beautification
- Waste Reduction
- Recycling

Keep Texas Beautiful is more than a cleanup organization, it is a group working to change attitudes about litter and solid waste practices. To reach this goal the organization believes that individual responsibility is essential, education is the foundation, and partnerships are key to long-term success.

KTB programs include the Great American Cleanup, Don't mess with Texas Trash-Off, Keep Texas Waterways Clean, Fall Sweep and Keep Texas Recycling. Programs may be hosted locally by KTB community affiliates. These programs help KTB affiliates engage others in their community to get involved with ensuring a clean and beautiful future for all of Texas.

Affiliates are community-based groups that can be comprised of volunteers, city or county employees, or any combination of interested parties. KTB works closely with government agencies, businesses, and civic groups to ensure that every Texan has the opportunity to make Texas the cleanest, most beautiful state in the nation. To be eligible to become a KTB affiliate, a community must have a region or regions with shared or adjoining boundaries, and beautification and litter abatement programs administered by common groups (i.e. city

departments, schools, county departments, garden clubs, etc.). A community must also have a census-designated population living within the boundaries of the community.

KTB's network of community affiliates is the largest network of community-based grassroots litter prevention, beautification, and waste reduction programs in the state. KTB's network of community affiliates has the ability to reach more than 17 million Texans, making KTB the largest grassroots environmental and community improvement network in the state.

Keep America Beautiful (KAB) was established in 1953 and began certifying communities in 1976. KTB, which was founded in 1967, was certified by KAB as the state affiliate in 1985. Both KAB and KTB encourage communities to take part in beautification, litter prevention, and waste reduction programs.

ANALYSIS

ALTERNATIVES CONSIDERED

	Fiscal Impact
	Attachments
Attachment	
Attachment	

The City of Texas City
Keep Texas City Beautiful Committee
By-Laws

SECTION 1

AUTHORITY

Created by Resolution #, being the most prevailing resolution regarding the Keep Texas City Beautiful (KTCB) Committee.

PURPOSE OF THE KTCB COMMITTEE

Specific functions and responsibilities of the KTCB are outlined in Section 2 of this manual. The overall purposes of the Board are to:

- Determine the organization's mission and purposes
- Direct the Coordinator
- Support the Coordinator and review his or her performance (provide details to the immediate supervisor)
- Ensure effective organizational planning
- Ensure adequate resources
- Manage resources effectively
- Determine and monitor the organization's programs and services
- Enhance the organization's public image
- Serve as a court of appeal
- Assess its own performance

OUR MISSION

To inspire and empower the citizens of Texas City to keep our community clean and beautiful.

MEMBERSHIP COMPOSITION

The Committee shall consist of the eight (8) members of the CDBG Citizen Advisory Committee, either to be a resident of the city of Texas City, or work in the city, or operate a business in the city; and shall be at least eighteen (18) years of age, and of good moral character and standing in the community. The Mayor shall be an ex-officio member of the Committee. The KTCB Committee Coordinator shall also be an ex-officio member of the Committee.

APPOINTMENT Members shall be appointed by the Mayor.

TERM OF MEMBERS Membership terms shall be one (1) year, coinciding with the member's term on the CDBG Citizen Advisory Committee.

The City of Texas City
Keep Texas City Beautiful Committee
By-Laws

PRESIDING OFFICER The CDBG Citizen Advisory Committee shall annually select, by majority vote of members present, a Chairperson and a Vice Chairperson, and a Secretary. Those officers shall also serve in the same capacity for the KTCB Committee. The Chairperson may be re-elected for not more than one additional consecutive year. The Vice Chairperson shall preside at meetings in the absence of the Chairperson. The Secretary shall keep the Committee's minutes, and provide other administrative duties to facilitate its meetings, events, and projects.

MEMBERSHIP TERMINATION

Membership on the Committee may be terminated before expiration of the appointment under the following conditions:

RESIGNATION A member may submit in writing to the Coordinator's Office his or her resignation for any reason considered appropriate by the resigning member. A copy of the letter of resignation may be provided to the Committee.

FORFEITURE An appointee may forfeit his or her membership if such appointee fails to attend three (3) consecutive meetings without just cause, and /or three (3) consecutive scheduled events in a calendar year.

FILLING VACANCIES

In the event of a committee member resignation or forfeiture, the Mayor shall appoint a replacement.

MEETINGS

QUORUM Five (5) members present shall constitute a quorum for conducting official Committee business at a regular meeting. A majority vote of quorum or a majority vote of members present, whichever is greater, shall determine all Committee recommendations and actions. The Chairperson shall always have the right to vote on any item of the Committee agenda and /or convey a motion or second on any given item. A tied vote constitutes an item that is "not approved".

CITY STAFF City staff members shall provide all information required by the Committee in the conduct of its official functions and within the scope of its responsibilities.

ROBERTS RULES OF ORDER (newest version) shall be observed in the conduct of all Committee meetings.

REGULAR MEETINGS The Committee shall convene as needed, but not less than once a quarter. The date and location may be changed at the convenience of the membership or based on availability of facilities. Any semi permanent change in meeting date and time will be voted upon by the Committee membership.

The City of Texas City
Keep Texas City Beautiful Committee
By-Laws

SPECIAL MEETINGS The Committee may hold such special meetings as deemed necessary in the conduct of its business. Such special meetings may be called by the Chairperson or at the request of four or more Committee Members.

PUBLIC NOTICE OF MEETINGS All meetings of the Committee shall be open to the public. The Coordinator shall ensure that notice of all meetings — citing date, time, place, and subjects to be considered — is posted on the City of Texas City's website not later than 72 hours prior to the meeting.

SECTION 2

FUNCTIONS AND RESPONSIBILITIES

GENERAL Generally, the Committee's function and responsibility is to educate and engage citizens to take responsibility for improving their community's environment. The Committee is expected to provide a link between the citizens of the community, elected officials of the City, and the professional staff of the Community Development Department. The Committee shall act in a review and advisory capacity. The Coordinator shall consider all recommendations and within the scope of the City's fiscal and management policies, and carry out such recommendations within that context and within reasonable parameters of available resources.

THE COMMITTEE'S ACTION INSTRUMENT The Committee shall express its consensus on such various questions concerning operating policies, projects and programming, budgetary considerations and other significant propositions it deems proper by way of a formal recommendation to City Commission.

COMMUNITY LIAISON

- a) It shall be the responsibility of all members of the Committee to actively seek out the opinions, needs, and desires of the public regarding recycling, solid waste reduction, beautification and litter reduction and to convey these opinions to the Committee and the Coordinator.
- b) To effectively carry out this responsibility it is necessary that all Committee Members participate as fully as possible in all Committee meetings and outside functions. The Committee Chairman and/or Secretary shall maintain a calendar of events to keep the Committee abreast of the plans and programs projected or under study.
- c) The Committee may, as it deems proper, from time to time, invite interested individuals and/or groups to attend Committee meetings and to present appropriate suggestions and/or recommendations.
- d) From these inputs, the Coordinator shall attempt to incorporate those suggestions and/or recommendations into the existing system or into future plans, providing that such suggestions or recommendations are, in the opinion of the Committee, feasible and acceptable.

The City of Texas City
Keep Texas City Beautiful Committee
By-Laws

FINANCIAL REVIEW Preparation of the Keep Texas City Beautiful annual operations budget is the Coordinator's responsibility. However, prior to submittal of the budget, they will submit it to the Committee concerning the general content of the budget and programs planned to solicit the sense of the Committee regarding their budgetary suggestions.

Prior to budget submission to the Director of Community Development, the Committee will review said budget and express its approval or disapproval as it deems appropriate.

PRIVATE DONATIONS

- a) As members of the community, it is entirely proper for the members of the Committee to discuss with their friends and associates the merits of private donations to the City for planned programs including time, cash, in-kind service (i.e. labor or special skills), or other material donations. Such donations can make significant contributions to the efforts of the Committee and should be encouraged at every opportunity.
- b) The Coordinator shall keep the Committee cognizant of such projects in progress as well as possible grants opportunities to fund activities or to match such donations as may be made by others outside the organization.
- c) The Committee recognizes that there will be many competing ideas and opportunities. Insomuch as the budget is limited it will be necessary for the Committee to prioritize its' programs and activities.

ANNUAL ACTION PLAN Each year, the Committee should review the Annual Action Plan to determine which projects have been completed or are no longer necessary and if other priorities have changed. This will assist the Coordinator in the preparation of the annual report required for affiliation with Keep Texas Beautiful program, and assure that as priorities evolve in the community, they are reflected in the Annual Action Plan.

In its contacts with the public, the Committee members shall actively solicit ideas, suggestions, and recommendations regarding the type, scope, and locations of the various projects undertaken by Keep Texas City Beautiful participants.

CAPITAL IMPROVEMENTS PROGRAM

- a) From time to time, the City may prepare and offer citizens, for approval or disapproval, capital improvements bond programs. In the preparation stage of such programs, the Committee shall actively participate with the Planning, Code Enforcement and Public Works Department to ensure that those capital projects needed and desired by the various segments and groups of the community are thoroughly studied and, if feasible, included in the proposed bond program.
- b) Following formalization of the program and during the voter consideration period, the Committee shall actively seek to convey the program to the public to ensure citizen understanding of the issues if projects related to their purpose are included within the bond program.

The City of Texas City
Keep Texas City Beautiful Committee
By-Laws

- c) In no way shall this section be construed as a requirement on Committee members to support a particular bond program. Rather, it is meant to encourage committee participation, either pro or con, depending on the individual dictates of conscience.

SECTION 3

ADMINISTRATIVE SUPPORT

GENERAL The Coordinator shall provide such administrative support and technical assistance as may be required by the Committee to carry out its official functions. Meeting space in the offices of the City shall be made available as needed.

PRELIMINARY ADMINISTRATIVE STAFF WORK The Coordinator's staff may provide briefing displays, project summaries, resolutions and any written material that will be helpful to the Committee in its deliberations.

REPORTS

- a) The Coordinator shall prepare an annual report of department programs, facilities and projects (CDBG CAPER). This report will be distributed to all members of the Committee. He/she will also prepare such special reports as may be requested from time to time.

PREPARATION OF AGENDA

- a) Ten (10) days prior to the regularly scheduled monthly meeting the KTCB Secretary will prepare a preliminary Committee agenda. The Secretary will contact the Chairperson to determine any other items that the Committee may wish to consider.
- b) A formal agenda will then be prepared by the Coordinator and emailed, mailed, or delivered to individual members. Any pertinent reports or summaries will be included in this package so as to ensure adequate member preparation for the meeting.
- c) Members should make contact with the Committee Coordinator or Secretary if they will not be attending. As soon as it is determined that the Committee will not have a quorum, the Coordinator alerts other Committee members who may be making arrangements to attend. Also, the posting of any Meetings shall be marked "Cancelled due to lack of Quorum" thereon, inclusive of the notice on the City's website.

MINUTES AND CORRESPONDENCE

- a) The Committee Secretary will take the minutes of all meetings and will prepare copies of same.
- b) A copy of the minutes of each meeting shall be reviewed by the Committee at the next meeting, and be acted upon by vote of the Committee.
- c) All correspondence required by the Committee will be prepared by the Committee Coordinator or their designated representative.

Proposed Board Members & Positions:

- Nakisha Paul- Chair
- Faleisha Mason- Vice-Chair
- Susan Simmons- Secretary
- Fernando Tello
- Brandon Brooks
- Yolanda Mejia
- Kenshara Cravens
- Joyce Dunn

CITY COMMISSION REGULAR MTG

(10) (a)

Meeting Date: 03/16/2022

Consider and take action on Resolution No. 2022-030, authorizing a Fee Schedule

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorizing a Fee Schedule for rental rates related to the Texas City Emergency Services Training Center . The purpose of which is to enhance public safety and defray the annual operating costs of the training center.

BACKGROUND

The City of Texas City has recently constructed an Emergency Services Training Center that provides multiple fire and police training projects that are designed to enhance the skills, knowledge and abilities of first responder and public safety personnel as well as provide essential training for new personnel.

Providing an opportunity for other jurisdictions and private companies to rent the facility will enhance the skills, knowledge and abilities of first responders throughout the region thereby providing benefit to all citizens, visitors, and businesses in and around Texas City.

Additionally, it would be beneficial to the City and its citizens to authorize the recovery of costs for rental of the facility which will assist in defraying the annual operating expenses associated with the training center.

ANALYSIS

The purpose of which is to enhance public safety and defray the annual operating costs of the training center.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

Texas City Emergency Services Training Center

Proposed Fee Schedule	Government		Commercial	
	Full Day	Half Day	Full Day	Half Day
Applies to all users				
Maintenance Fee	50.00	25.00	50.00	25.00
Per Student Daily Fee	15.00	5.00	25.00	10.00
Live Fire Burn Building	300.00	150.00	700.00	350.00
Residential Live Fire Training				
Commercial Live Fire Training				
Marine Live Fire Training				
Building Search (no Fire)	150.00	75.00	350.00	175.00
LPG Outdoor Projects	250.00	125.00	1,000.00	500.00
Pump Seal				
Pipe Rack				
Metering Valve				
Car Fire				
Industrial Process Unit	500.00	250.00	2,000.00	1,000.00
Live Fire Shoothouse	250.00	125.00	500.00	250.00
Advanced Survival Rescue	150.00	75.00	350.00	175.00
Dive Rescue Training	200.00	100.00	400.00	200.00
Drill Field Use Only	200.00	100.00	400.00	200.00
Emergency Vehicle Ops				
Aerial & Ground Ladder Ops				
Auto Extrication				
Forcible Entry Techniques				
High Angle / Confined Space				
SWAT Training				
K-9 Patrol Training				
Intermediate CSI Training				
Live Fire Training Trailer	150.00	75.00	300.00	150.00
Hazardous Materials	150.00	75.00	300.00	150.00
Rail Tank Car				

Fire Streams, Hydrants no Projects	250.00	125.00	500.00	250.00
Drafting				
Hose Testing				
Pump Ops				
Pump Testing				
Fast Attack Drills				
Hose Lays				
Large Diameter Hose Ops				
Field Reservation (Multiple Projects)	1,500.00	750.00	3,000.00	1,500.00

Half day rentals are available (Time periods: 7 a.m. to 12 p.m. & 12 p.m. to 5 p.m.)

Users will be billed per schedule (Full or Half day) at the time of reservation.

Field representative - Minimum - One @ \$25.00/hour. Note: Required when Instructors not needed.

Instructor Fees Based on current pay rate and number of instructors required. Note: Use eliminates Field Representative requirement

Live Fire Shoothouse rental requires use of ammunition purchased from City.
Ammunition purchased off-site is **strictly prohibited** from use in live-fire training

CITY COMMISSION REGULAR MTG

(10) (b)

Meeting Date: 03/16/2022

Consider and take action on Ordinance No. 22-04, by adding a new Section: 96.03 Hazardous Materials Response Cost Recovery

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 2022-004, by adding a new Section: 96.03 *Hazardous Materials Response Cost Recovery* to Chapter 96 “Fire Prevention and Protection: Fireworks” to authorize the assessment of fees to recover the costs actually incurred by the City in responding to hazardous materials incidents. The purpose of which is to better protect the public health, safety and welfare and protect and preserve public funds and tax dollars and are to be levied solely for the purpose of defraying the costs of the hazardous materials response for which the fees are assessed.

BACKGROUND

One of the central elements of the Federal Comprehensive Environmental Response, and Liability Act’s (CERCLA or Superfund) enforcement plan is the “Authority to permit government and private entities to recover their response costs.”

Texas City Fire Department has for several years trained and certified personnel to the Hazardous Materials Technician Level and has invoiced Responsible Party’s for services rendered regarding the mitigation of hazardous materials incidents based on the language within CERCLA.

Often these incidents require assistance from the police department, public works, emergency management and the costs incurred can be quite expensive.

Additionally, we are subject to mutual aid responses involving hazardous materials mitigation. We believe it is important that we secure the Commission’s approval via this Ordinance for these fee assessments as well as defining when the fees are applicable.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2022-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, OF THE CITY OF TEXAS CITY, TEXAS,, AMENDING TITLE IX: GENERAL REGULATIONS; CHAPTER 96 (FIRE PREVENTION AND PROTECTION; FIREWORKS) OF THE CODE OF ORDINANCES, TO ADD SECTION 96.03 HAZARDOUS MATERIALS RESPONSE COST RECOVERY), AUTHORIZING THE IMPOSITION OF FEES TO RECOVER COSTS ACTUALLY INCURRED IN RESPONDING TO CERTAIN HAZARDOUS MATERIALS EMERGENCY INCIDENTS; DESCRIBING COST RECOVERY PROCEDURES; PROVIDING FOR CIVIL AND CRIMINAL REMEDIES AND A RIGHT TO APPEAL; PROVIDING A PENALTY CLAUSE, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Commission of the City of Texas City, Texas has investigated and determined that the increasing costs of conducting adequate hazardous materials response operations and services in the City of Texas City, Texas, including those services required to respond to these extraordinary and dangerous occurrences, impairs the City's ability to provide all necessary City services; and

WHEREAS, the City Commission finds that it would be advantageous and beneficial to the City and its citizens to authorize the recovery of costs actually incurred by the City in responding to hazardous materials incidents to better protect the public health, safety and welfare and to protect and preserve public funds and tax dollars; and

WHEREAS, the City Commission desires to assess fees that compensate the City for its costs in providing such services; and

WHEREAS, the City Commission finds that the fees established herein are levied solely for the purpose of defraying the costs of the hazardous materials response and equipment for which the fees are assessed.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Code of Ordinances, Chapter 96 (Fire Prevention and Protection: Fireworks) to Add Article 96.03 (Hazardous Materials Response Cost Recovery). Chapter 96 (Fire Prevention and Protection: Fireworks) of the City's Code of Ordinances is hereby amended to add Article 96.03 (Hazardous Materials Response Cost Recovery) as set forth below:

CHAPTER 96.03. HAZARDOUS MATERIALS RESPONSE COST RECOVERY

(A) This section authorizes the imposition of fees to recover costs actually incurred by the City in responding to hazardous materials incidents to protect the City from extraordinary expenses resulting from the use of City resources in response to such incidents.

(B) Definitions: Unless the context specifically indicates otherwise, the meaning of the terms used in this article shall be as follows:

Assessable costs mean those costs for services incurred by the City in connection with a response to a hazardous materials incident, including, but not limited to, the actual labor and material costs of the City (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, costs of materials, costs of transportation, costs of material disposal and costs of contracted labor) whether or not the services are provided by the City or by a third party on behalf of the City; service charges and interest; attorneys' fees, litigation costs and any costs, charges, fines or penalties to the City imposed by any court or state or federal governmental entities.

City means the City of Texas City, County of Galveston, State of Texas

Costs mean all reasonable and necessary expenses that are incurred by the City as a direct result of the hazardous materials response. In general, allowable costs are response costs that are eligible, reasonable, necessary and allocable to the response.

Emergency assistance means emergency medical, public safety, police, fire or other City department services.

Excessive requests for emergency assistance means any request for emergency assistance made to a particular location or premises if such location or premises has requested emergency assistance more than five (5) times in the preceding thirty (30) days.

Hazardous materials mean those elements, substances, wastes or by-products, including, but not limited to, combustible liquid, flammable gas, explosives, flammables, poisons, organic peroxides, oxidizers, pyrophorics, unstable reactive matter, water reactive matter, petroleum products, anti-freeze, polychlorinated biphenyls and asbestos, which are or are potentially harmful to the environment or human or animal life, or which pose an unreasonable or imminent risk to life, health or safety of persons or property, or to the environment as determined by the fire chief or the senior fire official of the City in charge at the scene.

Hazardous material incident or emergency means any occurrence, incident, activity, accident or emergency where a release of hazardous materials occurs or is reasonably imminent and where the fire chief or his or her designee has so declared such activity, accident or emergency a hazardous material incident or emergency.

Hazardous materials incidents—Exceptions means the authority to recover costs under this section shall not include costs incurred for actual fire suppression service which is normally or usually provided within the municipality by its fire department or its authorized agents.

Jurisdiction means the City of Texas City and contracted, obligated or mutual response municipalities.

Pollutant or *contaminant*, as defined by section 104(a)(2) of CERCLA, includes, but is not limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction or physical deformations), in such organisms or their offspring. This term also includes petroleum, crude oil and any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under sections 101(14)(A) through (F) of CERCLA.

Potentially responsible party (PRP) means any person who may be liable under section 107 of CERCLA for a release or threatened release of hazardous substances or pollutants or contaminants.

Release means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping or disposing into the environment, including, but not limited to, the air, soil, groundwater and surface water.

Responsible party means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity or any other legal entity responsible for a public safety or fire emergency incident or any owner, tenant, occupant or party in control of real and personal property from which, onto which or related to which there is a public safety or fire emergency incident and their heirs, estates, successors and assigns.

(C) It shall be the duty of any person and any other entity which causes or controls leakage, spillage or any other dissemination of dangerous or hazardous substances or materials to immediately remove such substances and materials and clean up the area of such spillage in such a manner that the area involved is fully restored to its condition before such occurrence. The fire marshal or assistant fire marshal, or members of the fire department will inspect the site to ensure that the cleanup is in compliance with local, state, and federal guidelines.

(D) The City may recover all assessable costs in connection with a hazardous materials incident from any or all responsible parties, jointly or severally.

(E) The fire chief or his or her designee shall determine the total assessable costs and shall in consultation with other city personnel involved in responding to the hazardous materials incident

determine whether to assess any, all or part of such costs against any of the responsible parties. In making such determination, the following shall be considered:

- (1) The total assessable costs,
 - (2) The fees set forth in the cost recovery fee schedule established and maintained pursuant to Section (F) below,
 - (3) The risk the incident imposed on the City, its residents, and their property,
 - (4) Whether there was any injury or damage to person or property,
 - (5) Whether the incident required evacuation,
 - (6) The extent the incident required use of city personnel and equipment, and
 - (7) Whether there was any damage to the environment.
- (a) After consideration of the factors in section (E) immediately above, the fire chief or his or her designee may allocate assessable costs among and between responsible parties, including allocating all or some of such costs jointly and severally against more than one responsible party, regardless of whether a responsible party has other legal liability therefore or is legally at fault.
- (b) If the fire chief or his or her designee determines not to assess all or a part of assessable costs against a responsible party, such determination shall not in any way limit or extinguish the liability of the responsible party to other parties.

(F) The fire chief or his or her designee is authorized and directed to establish and maintain a cost recovery fee schedule reflecting the reasonable costs of responding to a hazardous material incident, and the fees stated therein shall not exceed the City's actual cost in responding to a public safety or fire emergency incident. A copy of the cost recovery fee schedule shall at all times be maintained on file with the fire department and shall have the same legal effect as if adopted by ordinance of the City Commission.

(G) After determining to assess assessable costs against a responsible party, the finance director shall mail an itemized invoice to the responsible party at its last known address or to the responsible party's insurer at the insurer's address if provided. Such invoice shall be due and payable within thirty (30) days of the date of mailing and any amounts unpaid after such date shall bear a late payment fee equal to one percent (1%) per month or fraction thereof that the amount due and any previously imposed late payment fee remains unpaid. If a responsible party shall appeal assessable costs pursuant to section (H), such costs, if upheld, in whole or in part, shall be due and payable thirty (30) days from the date of determination of the appeal and any late payment fees shall apply thereafter.

(H) Any responsible party who receives an invoice for assessable costs shall have an opportunity to meet with the fire chief or his or her designee to request a modification of assessable costs. The responsible party shall request in writing such meeting within ten (10) calendar days of the date of the invoice assessing the assessable costs. If after meeting with the fire chief or his or her designee the responsible party is still not satisfied, he or she may request

an opportunity to appear before the City Commission to further request a modification of assessable costs. A responsible party who desires to appear before the City Commission must first meet with the fire chief or his or her designee as provided above and shall file a written request to appear before the City Commission with the city secretary within ten (10) calendar days of the date of the meeting with the fire chief.

Upon receipt of such request, the city secretary will place the responsible party on the agenda of the next regularly scheduled City Commission meeting, which meeting is at least fourteen (14) calendar days after the date on which the responsible party files the request to appear. Any filed request to appear shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. Any reason, basis or argument for modification of assessable costs not set forth in the request to appear shall be deemed waived by the responsible party.

Failure to timely file a written request to appear shall constitute a waiver of the responsible party's right to appear before the City Commission and shall further constitute the responsible party's agreement to pay the assessable costs invoiced. After a responsible party has been given an opportunity to appear before it, the City Commission shall promptly determine whether to confirm, modify or void the payment of assessable costs invoiced.

(I) In addition to the remedy set forth in section (G) above, the City shall be entitled to pursue any other remedy or may institute any appropriate action or proceeding in a court of competent jurisdiction as permitted by law to collect assessable costs from a responsible party.

(J) All costs and expenses incurred under this section shall be collectable by the City in the same manner as in the case of an obligation under a contract, express or implies. Any failure by the person or responsible party to pay the invoice within thirty (30) days of service shall be considered in default. In case of default, the city may commence civil suit to recover the costs and expenses of the response and court costs and attorney fees incurred in the collection of such debt.

(K) This article shall be construed to impose a responsibility and liability of a civil nature on the part of the operator of the motor vehicle and shall not be construed to conflict, contravene, enlarge or reduce any criminal liability or responsibility including fines and costs which may be imposed by a judge on an operator of a motor vehicle convicted of any criminal action arising from the incident precipitating the emergency response.

(L) The recovery of assessable costs pursuant this article does not limit the liability of a responsible party under applicable local, state or federal law.

SECTION 3: Penalty. Any person, firm, corporation or entity violating or refusing to comply with any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined in an amount not exceeding two thousand dollars (\$2000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not

preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it under local, state and federal law.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 5: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of such ordinances shall remain in full force and effect.

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

PASSED AND ADOPTED this 16th day of March 2022.

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) (c)

Meeting Date: 03/16/2022

Amend the fiscal year 2021/2022 budget

Submitted For: Ryan McClellen, Finance

Submitted By: Ryan McClellen, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider approval of a request to amend the City of Texas City's fiscal year 2021-22 budget to appropriate funds for a new fire truck and related equipment.

BACKGROUND

This budget amendment is for the purchase of a new fire truck and related equipment for new Fire Station 4. See attached quote.

ANALYSIS

Budget amendment is as follows:

General Fund (101) Capital Equipment Replacement Fund (602) Fire Department (202):

Operating Vehicle & Equipment	\$719,601
Capital Equipment	\$126,360
Undesignated Fund Balance	(\$845,961)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Quote

Ordinance

Fire Station 4
Engine 44

Fire Apparatus	719,601.00
SCBA	35,000.00
Equipment	5,000.00
EMS Equipment	2,400.00
Radios	20,000.00
Hose	10,600.00
Hurst Tools	30,000.00
Nozzles	14,000.00
8% Increase to loose Items	9,360.00
Total	845,961.00

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

Apparatus Proposal

DATE: March 2, 2022

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

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

Delivery will be F.O.B. Customer Location and will be made approximately 500 Calendar days after receipt of signed approval drawings. Delays by third party vendors beyond E-One or Lone Star's control may affect delivery times. Terms of payment shall be pre-payment or payment on delivery.

Pricing for Purchase on or before 03/31/2022.

E-One Rescue Pumper w/Typhon Chassis	\$743,808.00
HGAC Fee (if required)	\$2,000.00
Total for (1)	\$745,808.00
Prepayment Discount	(\$15,382.00)
Performance Bond if Required	\$2,959.00
Discount for Purchase on or Before 03/31/2022	(\$13,784.00)
Total w/Discount	\$719,601.00

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

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

This quote is valid until 3/31/2022 unless extended in writing.

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Houston, TX 77032
833-777-FIRE (3473)

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

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

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

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

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Houston, TX 77032
833-777-FIRE (3473)

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

Name

Customer Authorized Signature

Date

David Bessolo

Salesman name – Sales Administrator

03/02/2022

Date

Keith A. Gould

Keith Gould – V.P. Sales

03/02/2022

Date

Brad Fullington

Brad Fullington, CEO

03/02/2022

Date

ORDINANCE NO. 2022-05

AN ORDINANCE AMENDING ORDINANCE NO. 21-21 ADOPTING THE 2021-2022 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR A NEW FIRE TRUCK 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 the purchase of a new fire truck and related equipment for Fire Station 4.

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) Capital Equipment Replacement Fund (602) Fire Department (202):

Operating Vehicle & Equipment	\$719,601.00
Capital Equipment	\$126,360.00
Undesignated Fund Balance	(\$845,961.00)

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 16th day of March 2022.

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