

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 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

Yotoshia Bellow	Parks & Recreation	11/26/2012	10 years
Richard Jaramillo	Parks & Recreation	11/14/2012	10 years
John Picard	Police	11/05/2012	10 years
James Patterson	Police	11/12/2007	15 years
Andra Hosea	Water Distribution	11/14/2002	20 years

(5) REPORTS

(a) Human Resource Department Annual Report

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

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

- (b) Consider and take action on Resolution No. 2022-118, approving the purchase of Motorola radios from Motorola Solutions, an H-GAC authorized vendor, in the amount of \$301,491.96 for use by the Fire Department. (Fire Department)
- (c) Consider and take action on Resolution No. 2022-119, approving the creation of the position of Police Cadet within the classification of Police Officer. (Police Department)
- (d) Consider and take action on Resolution No. 2022-120, approving and authorizing the new proposed contract for police in-car video cameras from Axon. (Police Department)
- (e) Consider and take action on Resolution No. 2022-121, approving and authorizing the Mayor, or his designee, to enter into an Advance Funding Agreement with the State of Texas Department of Transportation to replace or rehabilitate the bridge located at Eighth Ave. and Unnamed Lagoon. (Public Works and Mayor's Office)
- (f) Consider and take action on Resolution No. 2022-122, approving and authorizing an agreement through OMNIA Partners Public Sector Purchasing Cooperative contract no. 222886-01, three (3) year unchanged term contract for the rental of uniforms, floor mats, mops, towels, and related services. (Purchasing)
- (g) Consider and take action on Resolution No. 2022-123, approving and awarding Bid No. 2023-419 Asbestos Abatement and Demolition of Vacant Apartment Complex (5 Structures) 6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas St. Texas City, Texas 77590. (Purchasing)

(8) COMMISSIONERS' COMMENTS

(9) MAYOR'S COMMENTS

(10) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON NOVEMBER 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: 11/16/2022

November 2022 - Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Yotoshia Bellow	Parks & Recreation	11/26/2012	10 years
Richard Jaramillo	Parks & Recreation	11/14/2012	10 years
John Picard	Police	11/05/2012	10 years
James Patterson	Police	11/12/2007	15 years
Andra Hosea	Water Distribution	11/14/2002	20 years

BACKGROUND (Brief Summary)

Service Awards for the following individuals for the month of November based on their years of service with the City:

Yotoshia Bellow, Parks & Recreation, 11/26/2012 - 10 years

Richard Jaramillo, Parks & Recreation, 11/14/2012 - 10 years

John Picard, Police, 11/05/2012 - 10 years

James Patterson, Police, 11/12/2007 - 15 years

Andra Hosea, Water Distribution, 11/14/2002 - 20 years

RECOMMENDATION

Award Service Awards for November Anniversaries.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 11/16/2022

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

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

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 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, NOVEMBER 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.

1. ROLL CALL

Present: Dedrick D. Johnson, Mayor
Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
Abel Garza, Jr. , Commissioner At-Large
DeAndre' Knoxson, Commissioner District 1
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Clay Bowers of Northside Baptist Church.

3. PLEDGE OF ALLEGIANCE

4. PROCLAMATIONS AND PRESENTATIONS

- a. Proclaiming November 7-11, 2022 as Municipal Court Week.

Mayor Dedrick D. Johnson presented the Texas City Municipal Court with a proclamation proclaiming November 7-11, 2022 as Municipal Court Week.

- b. Recognize Evelyn Baecker and Marsha Worley for achieving their Level I Court Clerk Certification.

5. REPORTS

- a. Financial Quarterly Report

Laura Boyd, Finance Director, gave a presentation.

6. PUBLIC COMMENTS

The following residents requested to speak:

Henry Gomez, resident.
Don Johnson, Harris-Galveston Subsidence District.
Thomas Rhone, resident.
Michael Patterson, resident.
John DuRee, Santa Fe resident.

7. CONSENT AGENDA

Motioned by Commissioner District 4 Jami Clark to approve Consent Agenda items a, b, c, d, e, and g. Seconded by Commissioner At-Large Abel Garza, Jr.

- a. Approve City Commission Minutes for October 19, 2022 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2022-111, authorizing the purchase of one (1) LIFEPAK 15 Monitor/Defibrillator and one (1) LUCAS Chest Compression System from Stryker Medical in the amount of \$53,989.11. (Fire Department)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2022-112, approving of a one-year extension to November 3, 2023, of the preliminary rezoning previously granted to Broad Reach Power- 505 34th St. North, to rezone from District "A" (Single Family Residential) to District "F" (Light Industrial). (Transportation and Planning)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 2022-113, approving the purchase of a Doosan DL320-7 wheeled loader for the Sanitation Department. (Public Works)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 2022-114, approving the purchase of eCivis software for the management of City grants. (Mayor's Office)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 2022-115, approving and awarding Commission Grant funds in the amount of \$1,500.00 to assist Communities in Schools Galveston County. (Mayor Dedrick D. Johnson)

Pulled by Mayor Dedrick Johnson for further discussion.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 3 Dorthea Jones Pointer

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 2022-116, appointing Larry Edrozo to the Texas City Economic Development Board of Directors. (Management Services)

Vote: 7 - 0 CARRIED

8. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2022-28, adopting an amendment to the Zoning Ordinance to add two alternate members to the Planning Board and to provide that alternate members will sit and serve when a member is absent. (Transportation and Planning)

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

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2022-117, adopting Redistricting Plan A for City Commission Districts. (Management Services)

Motion by Commissioner District 2 Felix Herrera, Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 7 - 0 CARRIED

9. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:56 p.m.; the motion was SECONDED by Commissioner District 4 Jami Clark. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 11/16/2022

Motorola Radios, Fire

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Request approval for the purchase of Motorola radios from Motorola Solutions, the HGAC authorized vendor in the amount of \$301,491.96 for use by the fire department.

BACKGROUND (Brief Summary)

Galveston County Emergency Communication District is moving to the Time Division Multiple Access (TDMA) protocol and will no longer permit programming of Frequency Division Multiple Access (FDMA) radios (See Exhibit B).

The fire department has been migrating, as needed, to the TDMA protocol over the past several years and most mobile radios (unit installed) are compliant with the new protocol. However, a majority of the fire department portable (handheld) radio inventory is either broken/non-repairable and/or non-compliant with the new TDMA protocol.

The fire department requests to replace and/or upgrade the portable radio inventory to TDMA compliance. The fire department also requests replacement of the remaining non-compliant mobile radios. Approval will complete the department migration and bring the department into full compliance with the Galveston County Emergency Communication District mandate. Additionally, the department has selected the same portable radio the police department currently uses, which will help reduce parts inventory and repair costs by using like parts.

RECOMMENDATION

Fire Chief recommends approval of the request at this time.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: \$301,491.96

Source of Funds: Capital Equipment Replacement Fund

Account #: 602-202-55150

Fiscal Impact:

Funds were approved in the FY 22/23 Budget.

Attachments

Exhibit A

Exhibit B

Resolution



MOTOROLA SOLUTIONS

7904 N. Sam Houston Pkwy W | Suite 325 | Houston, TX 77064

Attention:

Chief David Zacherl
 City of Texas City Fire Department
 10/28/2022

Prepared By:

George Ebelt
 281-802-2643
george.ebelt@motorolasolutions.com

City of Texas City Fire Department

Qty	Model #	Description	EXTENDED PRICING	
			H-GAC PRICING	
APX6000 Single Band Portable				
67	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE	\$ 3,553.56	\$ 238,088.52
67	Q806	ADD: ASTRO DIGITAL CAI OPERATION	included	
67	H35	ADD: CONVENTIONAL OPERATION	included	
67	QA00580	ADD: TDMA OPERATION	included	
0	Q629	ENH: AES ENCRYPTION	\$ 500.00	
0	Q498	ENH: MDC & ASTRO P25 OTAR W/ MULTIKEY	Part of AES	
67	QA01427	ALT: IMPACT GREEN HOUSING	included	
67	Q58	ADD: 3-YEAR ESSENTIAL SERVICE	included	
67	QA09008AA	ADD: GROUP SERVICES	included	
67	QA03399AA	ADD: ENHANCED DATA	included	
67	QA09012AA	ADD: MISSION CRITICAL GEOFENCING	included	
APX Accessories				
10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$ 95.00	\$ 950.00
50	PMMN4106	XE500 REMOTE SPEAKER MIC IMPACT GREEN	\$ 485.65	\$ 24,282.50
67	PMNN4547A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3100T (SPARE)	\$ 148.19	\$ 9,928.73
5	NNTN8844	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$ 1,031.25	\$ 5,156.25
17	NNTN7624C	IMPRES SINGLE UNIT VEHICULAR CHARGER	\$ 321.00	\$ 5,457.00
APX6500 Mobile Remote Mount Dual Head				
3	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$ 3,505.17	\$ 10,515.51
3	G806	ENH: ASTRO DIGITAL CAI OP APX	included	
3	G51	ENH: SMARTZONE OPERATION APX6500	included	
3	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	included	
3	G361	ADD: P25 TRUNKING SOFTWARE	included	
3	GA01670	ADD: APX E5 CONTROL HEAD	included	
3	G67	ADD: REMOTE MOUNT	\$ 129.00	\$ 387.00
3	G174	ADD: ANT 3DB LOW-PROFILE 762-870	included	
6	B18	ADD: AUXILIARY SPKR 7.5 WATT	\$ 48.18	\$ 289.08
3	G996	ENH: OVER THE AIR PROVISIONING	included	
3	G24	ENH: 3 YEAR SERVICE FROM THE START	included	
3	GA00580	ADD: TDMA OPERATION	included	
3	GA01767	ADD: APX6500 RADIO AUTHENTICATION	included	
6	W22	ADD: PALM MICROPHONE	\$ 57.67	\$ 346.02
3	GA00092	ADD: APX DUAL-CONTRL HD HARDWARE	\$ 457.71	\$ 1,373.13
3	GA09012A	ADD: MISSION CRITICAL GEOFENCING	\$ 120.45	\$ 361.35
3	QA03399A	ADD: ENHANCED DATA	\$ 120.45	\$ 361.35
3	GA09008AA	ADD: GROUP SERVICES	\$ 120.45	\$ 361.35
APX6500 Mobile Remote Mount Single Head				
1	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$ 3,505.17	\$ 3,505.17
	G806	ENH: ASTRO DIGITAL CAI OP APX		
	G51	ENH: SMARTZONE OPERATION APX6500		
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	W22	ADD: PALM MICROPHONE		
1	GA09012A	ADD: MISSION CRITICAL GEOFENCING	\$ 120.45	\$ 120.45
1	QA03399A	ADD: ENHANCED DATA	\$ 120.45	\$ 120.45
1	GA09008AA	ADD: GROUP SERVICES	\$ 120.45	\$ 120.45

<i>*NOTE: THE ATTACHED PRICING IS BASED ON MOTOROLA TERMS AND CONDITIONS APPLY.</i>			

Subject to HGAC Contract - RA05-21

Equipment	\$ 301,491.96
HGAC Fee	Included
Installation	Not Included
TOTAL	\$ 301,491.96

TCFD Portable Radio Assignment

Assign.	Number	Assign.	Number	Assign.	Number
Engine 16	4	Ladder 18	4	Fire Chief	1
Capt.		Capt			
Eng.		Eng.		Assist. Chief	1
FF-A		FF-A			
FF-B		FF-B		Batt. Chief	1
Engine 17	4	Medic 10	2	Fire Marshal	1
Capt.		Eng			
Eng.		FF		Asst. Fire Marshal	1
FF-A					
FF-B		Medic 15	2	Asst. Fire Marshal	1
		Eng			
		FF		EMS Director	1
Engine 21	4	Medic 20	2	Medical Director	1
Capt.		Eng			
Eng.		FF		Code Enforcment	2
FF-A					
FF-B					
Engine 33	4	Medic 30	2	Spare Sta. 1	2
Capt		Eng			
Eng.		FF		Spare Sta. 2	2
FF-A					
FF-B		Medic 40	2	Spare Sta. 3	2
		Eng			
		FF		Spare Sta. 4	2
Engine 34	4	Medic 45	2	Spare Admin.	1
Capt		Eng			
Eng.		FF			
FF-A					
FF-B					
Engine 44	4	Rescue 13	2	APX6500 Mobile Radios	
Capt		Eng			
Eng.		FF		Medic 30	1
FF-A					
FF-B		Rescue 25	2	Medic 20	1
Engine 46	4	HAZMAT 1	4	Medic 45	1
Capt					
Eng.				Engine 44	1
FF-A					
FF-B					
	28		20		23
				TOTAL	71

RESOLUTION NO. 2022-118

A RESOLUTION APPROVING THE PURCHASE OF MOTOROLA RADIOS FROM MOTOROLA SOLUTIONS, THROUGH THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING PROGRAM, FOR USE BY THE FIRE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, funds were approved in the FY 22-23 budget for the purchase of Motorola radios through the Houston-Galveston Area Council Cooperative Purchasing Program, with the delivering dealer to be Motorola Solutions, for a purchase price of \$301,491.96 as replacement of existing non-conforming inventory; and

WHEREAS, Galveston County Emergency Communication District is moving to a Time Division Multiple Access (TDMA) protocol and is now requiring all radios added to the TX WARN Regional Radio Network be TDMA capable; and

WHEREAS, the current inventory of non-TDMA radios in use by the fire department are no longer supported by Motorola; and

WHEREAS, it is desirable to now complete the process of migration to TDMA compliance within the Fire Department.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the expenditure of \$301,491.96, through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program from Motorola Solutions, 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 November 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

(7) (c)

Meeting Date: 11/16/2022

Police Cadet Positions

Submitted For: Landis Cravens, Police Department

Submitted By: Landis Cravens, Police Department

Department: Police Department

Information

ACTION REQUEST

Consider and approve the creation of the position of Police Cadet within the classification of Police Officer.

BACKGROUND (Brief Summary)

The pool of qualified police applicants has been limited, which is causing us difficulties in filling open positions for Police Officer in the City of Texas City. This is not just a local problem, it's a national one. The position of Police Cadet allows us the opportunity to tap into a resource that we have not previously been able to before, the non-certified applicant. With this position, we will have the ability to hire qualified civilian applicants, put them through the police academy, and get them in line to becoming sworn probationary police officers for the City of Texas City. With this investment in the Police Cadet comes a 4-year reimbursable commitment. If for any reason the cadet does not live up to set parameters and the established tenure requirements; reimbursement for salaries, the academy itself, and other costs incurred by the City becomes enforceable (see attachment - TCPD Training Reimbursement Agreement).

The proposed salary for these position would be below that of a probationary police officer, but above that of a starting Jailer (See attachment - Cadet Pay Recommendation). The recommended pay is \$50,599.47, which come out to \$24.33 an hour. Any time while not attending classes at the police academy, police cadets will be required to perform various tasks at the police department in an effort to keep the learning environment ongoing (see attachment - Police Cadet Job Description).

RECOMMENDATION

The Chief and Command Staff recommends the creation of this position.

Fiscal Impact

Attachments

TCPD Police Cadet - Job Description

Cadet Pay Recommendations

TCPD Training Reimbursement Agreement

Resolution

City of Texas City, Texas Job Description

Classification Title:	Police Cadet		
Job Code:		Job Family:	
Pay Grade:		Date Reviewed:	
FLSA Status:		Date Revised:	

Reports to: TCPD Training Coordinator

GENERAL SUMMARY

This position is ideal for entry-level applicants who have no police experience and would like the opportunity to begin a career in Law Enforcement with the Texas City Police Dept. The position of **Police Cadet** is designed for individuals that will be sponsored by the City of Texas City Police Department to attend an approved basic police academy (BPOC), in preparation for the TCOLE licensing exam, and a career with the Texas City Police Department.

ESSENTIAL DUTIES & RESPONSIBILITIES

The intent of this job description is to provide a representative summary of the major duties and responsibilities performed by incumbents of this job. Incumbents may be requested to perform job-related tasks other than those specifically presented in this description.

- 1. Attends Police Academy classes and other formal police training programs established to qualify the incumbent for State certification and promotion to Police Officer.*
- 2. Trains and participates in the operation of two-way radios, and other communications equipment used in receiving and transmitting messages, and dispatching Police personnel and equipment to emergency scenes.*
- 3. Develops knowledge and proficiency in the interpretation of Federal, State and Local laws and ordinances, and Police Department policies and regulations.*
- 4. Develops skill and proficiency in the use and care of firearms.*
- 5. Conducts research and assists in the maintenance of Police Department records.*
- 6. Assists police personnel in a training capacity to include patrolling assigned area by car, or on foot to prevent crime or disturbance of peace, and to maintain and uphold the law according to statute, ordinance, etc.*
- 7. Participates in police investigations, gathers and preserves evidence, takes fingerprints, and completes related reports.*

Other Job Functions:

1. Performs related duties and responsibilities as required.

KNOWLEDGE, SKILLS & ABILITIES

➤ **Knowledge of:**

- Knowledge of criminal law, investigation, statutes, ordinances, and crime prevention methods.
- Knowledge of departmental policies, procedures, rules and regulations and FCC rules and regulations regarding radio communication.
- Knowledge of good safety practices in the care and use of firearms.

➤ **Skill in:**

- Skill in oral and written communications.
- Skill in handling multiple tasks and prioritizing.
- Skill in using computers and related software applications.
- Skill in data analysis and problem solving.
- Skill in operating motorized vehicles.
- Skill in operation of two-way radio equipment.

➤ **Ability to:**

- Ability to apply knowledge of criminal law, investigation, and crime prevention techniques.
- Ability Interprets ordinances.
- Ability to quickly recognize and analyze irregular events.
- Ability to react rationally in emergency and stressful situations.
- Ability to administer first aid and CPR.
- Ability to operate vehicle under emergency conditions.
- Ability to write legibly and to read.
- Follows written and verbal instructions
- Ability to maintain physical endurance and agility standards.
- Ability to establish and maintain effective communication and working relationships with city employees and the public.

MINIMUM JOB REQUIREMENTS

HS diploma/GED. Must possess ability to qualify and be enroll in a college/university while in the program.

OTHER REQUIREMENTS

Must be 20.5 – 44.5 years of age. (Applicants must be 21 prior to graduating the academy and must not turn 45 prior to graduating the academy).

Must be a U.S. citizen, (born or naturalized).

Must have a valid driver license and proof of liability insurance.

Pass physical fitness assessment.

Must have a stable employment history.

Must pass all phases of the application process.

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Outdoor environment; exposure to extreme weather conditions; close proximity to moving vehicles; exposure to exhaust, fumes, odors, and noise; working closely with others.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential and other important responsibilities and duties require maintaining physical condition necessary for standing and walking for long periods of time; light to moderate lifting and carrying; ability to distinguish colors; general manual dexterity is required; adequate vision, hearing, and speech; must be able to operate assigned vehicle.



TEXAS CITY POLICE DEPARTMENT

Joe A. Stanton

Chief of Police

FBI N.A. Graduate - Session 243

MEMORANDUM



DATE: October 31, 2022
TO: Record
FROM: Timothy Herd
RE: Police Cadet Pay Recommendation

The purpose of this memo is to give a recommendation to be considered for the starting pay of a Texas City Police Cadet.

After speaking with the City of Texas City Human Resource Director, Jennifer Price, the recommended starting pay is \$50,599.47. This amount is based on the following factors:

1. Starting Probationary Officer Pay is \$58,606.28;
2. Starting Jailer pay is \$40,479.58;
3. Maximum Jailer Pay is \$60,719.37;

The midrange of the starting and maximum jailer pay is the \$50,599.47 that is being recommended.

Timothy Herd
Recruiting Coordinator

"107 Years of Dedicated Service"

1004 9th Avenue North, Texas City, TX 77590-7407
www.texas-city-tx.org (409) 948-2525

OFFICER TRAINING REIMBURSEMENT
AGREEMENT CITY OF TEXAS CITY POLICE
DEPARTMENT

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

This **OFFICER TRAINING REIMBURSEMENT AGREEMENT** (“Agreement”), made this _____ day of _____, 20____, by and between the City of Texas City, Texas, a home-rule municipality, hereinafter referred to as the “City” and [NAME OF NEW HIRE], hereinafter referred to as the “Employee.”

NOW, THEREFORE, for the mutual consideration contained herein, the City and the Employee (the “Parties”) agree as follows:

I. PURPOSE

The intent of this Agreement is to provide for the training of the employee as a peace officer and to specify the consideration that the Employee provides the City in return for the training. This Agreement shall not be construed in any way as an employment agreement that would proffer a property right or interest on the Employee or otherwise alter the at-will nature of the employment relationship between the Parties.

II. TRAINING OF THE EMPLOYEE

A. The City and the Employee hereby expressly agree that the City shall pay the training expenses as defined and set forth below for the Employee to attend a Certified Police State Academy to achieve certification as a Texas peace officer as soon as the Employee is accepted into the program.

1. Total Training Expenses (“Total Training Expenses”) represent the estimated actual costs incurred by the City for:
 - a. All salary and benefits paid to the Employee while attending the Academy; and
 - b. The Employee’s tuition and fees associated with attending the Academy; and
 - c. Any other costs incurred by the City relating to the training of the Employee.
2. Total Training Expenses do not include any time spent by the Employee performing regular employment services for the City including dispatching, filing, patrol work, or other work assigned by the City.
3. An estimate of Total Training Expenses and any applicable credits thereto is set forth in **EXHIBIT A** attached hereto and incorporated by reference for all intents and purposes.

4. **NOTICE TO EMPLOYEE:** The Employee shall have ten (10) days from the date of receipt of the Total Training Expenses contained in **EXHIBIT A** to challenge the total amounts listed therein by giving written notice of a challenge to the Chief of Police, or his/her designee. Unless so challenged, these estimated Total Training Expenses shall become the final agreed training expenses and shall be fully incorporated into this Agreement.
- B. In the event the Employee elects not to complete the State Academy training program, the Employee shall be released from employment with the City, and the Employee shall reimburse the City for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section III below.
 - C. In the event the Employee fails to obtain state certification within ninety (90) days of completion of the Academy, the Employee shall reimburse the City for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section III below.

III. REIMBURSEMENT TO CITY

- A. In consideration of the expenditures incurred by the City to train the Employee as a certified officer, the Employee expressly agrees to serve as a full-time peace officer for the City for at least four (4) years from the date upon which the Employee has been sworn into the Texas City Police Department; and has met all other criteria needed to receive proper certification as a peace officer (The "Reimbursement Period"). The Reimbursement Period shall be expressly defined as the Employee's date of hire through four (4) years from the date of sworn.
- B. If any of the following occurs during the Reimbursement Period (from date of hire through four (4) years from the date of sworn):
 1. The Employee voluntarily resigns from the Texas City Police Department; or
 2. The Employee is dismissed during the probationary period as established and set forth in the applicable Collective Bargaining Agreement (said probationary period to expressly include from date of hire and will extend for one year from the date the applicant is sworn in as an officer); or
 3. The Employee is terminated with or without cause; then

The Employee shall reimburse the City the Agreed Reimbursement Amount, being the Total Training Expenses less any applicable credits thereto listed in **EXHIBIT A** to this Agreement, in the manner set forth below:

Years of Service Following Approved Training	Amount of Reimbursement
0-2 years	100% of Agreed Amount
2-3 years	66% of Agreed Amount
3-4 years	33% of Agreed Amount
More than 4 years	No reimbursement required

- C. "Years of Service" as noted in the chart above does not include time the Employee served as a civilian, or non-sworn cadet. Only time the Employee serves as a certified peace officer is counted towards "Years of Service."
- D. In the event the Employee is required to make reimbursement payments hereunder, one hundred percent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, dismissal, or termination, unless the Employee contacts the City's Controller or Human Resources Department to make payment arrangements under the following terms:
1. The first payment shall be made to the City via deduction from the Employee's final pay check. It is further agreed that all deductions will be in accordance with the Fair Labor Standards Act (FLSA) and Texas Payday Laws as established by the Texas Workforce Commission (TWC).
 2. The second payment shall be made thirty (30) calendar days from the date of resignation, dismissal, or termination, as applicable, and on the same date for each successive month thereafter until the City has been reimbursed in full for Total Training Expenses hereunder.
 3. The minimum monthly payment shall be one hundred fifty dollars (\$150.00). Failure to do so may result in the reporting of the non-payment to a collection agency or firm and/or the credit bureaus. The City reserves the right to take necessary legal action, including the filing of litigation, to collect all delinquent amounts, penalties, interest, and such other monies owed to the City pursuant to this agreement and as allowed by law.
 4. The total agreed reimbursement amount set forth in **EXHIBIT A** shall be satisfied in full no later than thirty six (36) months following the Employee's date of separation.
 5. In the event the employee fails to issue minimum payment as established in section III (D-2, D-3, & D-4), interest shall commence at the rate of ten percent (10%) per year, and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
 6. Until such time as the City has been reimbursed in full by the Employee in accordance with the terms of this Agreement, the Employee shall have an ongoing duty to notify the City of any change in the Employee's place of residence and place of employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence.

E. **THE EMPLOYEE DOES FURTHER HEREBY EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT THE REIMBURSEMENT OBLIGATION SET FORTH HEREUNDER IS MANDATORY. FAILURE ON THE PART OF THE EMPLOYEE TO SATISFY THE EMPLOYEE'S EMPLOYMENT OBLIGATION DURING THE REIMBURSEMENT PERIOD HEREUNDER SHALL AUTOMATICALLY TRIGGER MANDATORY REIMBURSEMENT OF TOTAL TRAINING EXPENSES UNDER THIS AGREEMENT.**

F. If the Employee is dismissed for any reason other than those set forth in Section III (B) above, such as a reduction in force or involuntary activation to extended active military duty, the Employee shall not be required to reimburse the City for any unpaid Training Expenses incurred hereunder.

G. If the Employee is killed, permanently and totally disabled, or dismissed under Federal Guidelines for the Family Medical Leave Act, while in the employ of the City, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

IV. DUTIES DURING TRAINING

The Employee may, at the City's sole option, be required by the City to work for the Texas City Police Department while attending the State Academy training program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police, or his/her designee. The hours expended by the Employee in attendance at the State Academy training program and in service to the Texas City Police Department shall be subject to the same limitations and compensatory time policies applicable to all police officers of the City.

V. NOTICES

For purposes of sending any notice under the terms of this Agreement, all notices from the City shall be sent to the Employee via electronic mail, by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Employee Name: _____
Employee Email Address: _____
Employee Mailing Address: _____
Address Line 2: _____
City, State, Zip Code: _____
Telephone Number(s): _____

All notices from the Employee to the City shall be sent by electronic mail, regular or certified United States mail, or delivered by hand or by courier, and addressed as follows:

Human Resources Department
City of Texas City
1801 9th Ave N.
Texas City, TX 77590
409.643.5930
409.643.5912

VI. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim, or controversy arising under this Agreement shall be brought solely in the state courts located in Galveston County, Texas. The parties hereto irrevocably waive objection to the venue of the above- mentioned courts, including any claim that such action, suit, or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

VII. HEADINGS

The heading sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections.

VIII. SEVERABILITY

If any section, subsection, term, or provision of this Agreement or the application thereof to the Employee, the City, or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement or the application of same to the Employee, the City, or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

IX. AUTHORITY

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

X. EXECUTION OF AGREEMENT; COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

XI. FINAL AGREEMENT

Both the Employee and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the reimbursement of Total Training Expenses by the Employee, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification, or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Employee and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

EXECUTION OF AGREEMENT

Dated this _____ day of _____, 20____.

EMPLOYEE:

CITY OF GALVESTON:

[SIGNATURE]

, City Mayor

[PRINTED NAME]

Joe Stanton, Chief of Police

APPROVED AS TO FORM:

City Attorney's Office

CERTIFICATION OF AGREEMENT

STATE OF TEXAS §

§

COUNTY OF GALVESTON §

I, _____, after being first duly sworn, do upon oath state and certify that I have read the attached OFFICER TRAINING REIMBURSEMENT AGREEMENT, that I have been provided the opportunity to ask questions about the terms of the Agreement, that my questions regarding the terms of the Agreement have been fully and sufficiently answered, and that I am now satisfied that I understand the terms of the Agreement, specifically and expressly including my obligations as set forth therein.

Signature

Subscribed and sworn to before me by _____ on this
_____ day of _____, 20____.

Notary Public in and for
The State of Texas

EXHIBIT A

**TRAINING EXPENSE AND REIMBURSEMENT
SCHEDULE AND EMPLOYEE ACKNOWLEDGMENT
FORM**

The following are the estimated training costs for EMPLOYEE for training at the _____
_____ scheduled from _____ through _____.

Salary and benefits paid while attending the Academy	\$ _____
Tuition and fees paid for the Academy	\$ _____
Other applicable training costs	\$ _____

TOTAL TRAINING EXPENSES \$ _____

APPLICABLE CREDIT AMOUNT (if any) \$ _____

Pursuant to the Agreement, EMPLOYEE agrees to reimburse CITY in the following amount:

TOTAL AGREED REIMBURSEMENT AMOUNT \$ _____

EMPLOYEE:

[NAME]

Date

Attest:

Joe Stanton, Chief of Police

Date

RESOLUTION NO. 2022-119

A RESOLUTION APPROVING THE CREATION OF POLICE CADET WITHIN THE CLASSIFICATION OF POLICE OFFICER; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the creation of a Police Cadet position will help the City fill open positions within the Police Department with viable candidates; and

WHEREAS, non-certified, quality civilians will be given the opportunity to go through the Police Academy and work their way to becoming sworn probationary police officers for the City of Texas City; and

WHEREAS, the Police Cadet positions will have a four (4) year reimbursable commitment; and

WHEREAS, it is the recommendation of the Police Department that the creation of Police Cadet within the classification of Police Officer be approved.

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 creation of Police Cadet within the classification of Police Officer be approved.

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 November 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

(7) (d)

Meeting Date: 11/16/2022

Police in car camera contract - Axon

Submitted For: Clay Pope, Police Department

Submitted By: Clay Pope, Police Department

Department: Police Department

Information

ACTION REQUEST

The Police department requests the approval of the new proposed contract for police in car video cameras from Axon.

BACKGROUND (Brief Summary)

The current contract for police in-car video cameras provided by Axon expires in October of 2023. This proposed contract would not take effect until that time but would lock in current prices and put us on the schedule for installation in October of 2023. The contract proposed is five years in length at \$152,893.44 per year, this amount is a reduction from the current yearly rate of \$174,154.09 as a result of the TAP program the city is enrolled in. The new contract will include the installation of the newest model of the Fleet 3 in-car video system. No budgetary changes will be needed as the proposed contract is less per year than the one prior.

RECOMMENDATION

The Chief and command staff recommend approving the new contract proposal from Axon.

Fiscal Impact

Attachments

Resolution

Non-Binding Budgetary Estimate



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

Q-428775-44847.902MA

Issued: 10/13/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 09/01/2023

Account Number: 114571

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-1004 9th Ave N 1004 9th Ave N Texas City, TX 77590-7407 USA	Texas City Police Dept. - TX 1801 9th Ave N Texas City, TX 77590-5472 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Clayton Pope Phone: (409) 643-5841 Email: capope@texascitytx.gov Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	\$764,467.20
ESTIMATED TOTAL W/ TAX	\$764,467.20

Discount Summary

Average Savings Per Year	\$78,234.77
TOTAL SAVINGS	\$404,213.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$152,893.44	\$0.00	\$152,893.44
Oct 2024	\$152,893.44	\$0.00	\$152,893.44
Oct 2025	\$152,893.44	\$0.00	\$152,893.44
Oct 2026	\$152,893.44	\$0.00	\$152,893.44
Oct 2027	\$152,893.44	\$0.00	\$152,893.44
Total	\$764,467.20	\$0.00	\$764,467.20

Non-Binding Budgetary Estimate

Quote Unbundled Price: \$1,168,680.20
 Quote List Price: \$986,805.20
 Quote Subtotal: \$764,467.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3ARe	Fleet 3 Advanced Renewal	73	60	\$183.97	\$148.00	\$148.00	\$648,240.00	\$0.00	\$648,240.00
Fleet3A	Fleet 3 Advanced	7	60	\$265.92	\$208.00	\$208.00	\$87,360.00	\$0.00	\$87,360.00
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	75			\$2,495.00	\$0.00	\$0.00	\$0.00	\$0.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	80			\$25.00	\$25.00	\$2,000.00	\$0.00	\$2,000.00
70112	AXON SIGNAL UNIT	80			\$279.00	\$279.00	\$22,320.00	\$0.00	\$22,320.00
A la Carte Software									
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	2		\$17.00	\$0.00	\$0.00	\$0.00	\$0.00
87050	FLEET VIEW XL LICENSE	73	2		\$29.00	\$0.00	\$0.00	\$0.00	\$0.00
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	1	2		\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80397	EXT WARRANTY, FLEET 2 KIT	73	50		\$6.50	\$0.00	\$0.00	\$0.00	\$0.00
11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	73	2		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
80379	EXT WARRANTY, AXON SIGNAL UNIT	80	49		\$1.16	\$1.16	\$4,547.20	\$0.00	\$4,547.20
Total							\$764,467.20	\$0.00	\$764,467.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	7	10/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	7	10/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	7	10/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	7	10/01/2023
Fleet 3 Advanced	72048	FLEET SIM INSERTION, ATT	7	10/01/2023
A la Carte	70112	AXON SIGNAL UNIT	80	10/01/2023
A la Carte	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	80	10/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	75	10/01/2023
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	7	10/01/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	73	10/01/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	2	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	1	09/01/2023	10/31/2023
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	09/01/2023	10/31/2023
A la Carte	87050	FLEET VIEW XL LICENSE	73	09/01/2023	10/31/2023
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	7	11/01/2023	10/31/2028
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	7	11/01/2023	10/31/2028
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	7	11/01/2023	10/31/2028
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	14	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	73	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	73	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	73	11/01/2023	10/31/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	11/01/2023	10/31/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	7
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	73

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	73	09/01/2023	10/31/2023
A la Carte	80397	EXT WARRANTY, FLEET 2 KIT	73	09/01/2024	10/31/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	10/01/2024	10/31/2028
A la Carte	80379	EXT WARRANTY, AXON SIGNAL UNIT	80	10/01/2024	10/31/2028
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	7	11/01/2024	10/31/2028
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	7	11/01/2024	10/31/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	73	11/01/2024	10/31/2028

Payment Details

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	73	\$0.00	\$0.00	\$0.00
Year 1	70112	AXON SIGNAL UNIT	80	\$4,464.00	\$0.00	\$4,464.00
Year 1	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	80	\$400.00	\$0.00	\$400.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	75	\$0.00	\$0.00	\$0.00
Year 1	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	1	\$0.00	\$0.00	\$0.00
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	80	\$909.44	\$0.00	\$909.44
Year 1	80397	EXT WARRANTY, FLEET 2 KIT	73	\$0.00	\$0.00	\$0.00
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	\$0.00	\$0.00	\$0.00
Year 1	87050	FLEET VIEW XL LICENSE	73	\$0.00	\$0.00	\$0.00
Year 1	Fleet3A	Fleet 3 Advanced	7	\$17,472.04	\$0.00	\$17,472.04
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	73	\$129,647.96	\$0.00	\$129,647.96
Total				\$152,893.44	\$0.00	\$152,893.44

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	73	\$0.00	\$0.00	\$0.00
Year 2	70112	AXON SIGNAL UNIT	80	\$4,464.00	\$0.00	\$4,464.00
Year 2	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	80	\$400.00	\$0.00	\$400.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	75	\$0.00	\$0.00	\$0.00
Year 2	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	1	\$0.00	\$0.00	\$0.00
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	80	\$909.44	\$0.00	\$909.44
Year 2	80397	EXT WARRANTY, FLEET 2 KIT	73	\$0.00	\$0.00	\$0.00
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	\$0.00	\$0.00	\$0.00
Year 2	87050	FLEET VIEW XL LICENSE	73	\$0.00	\$0.00	\$0.00
Year 2	Fleet3A	Fleet 3 Advanced	7	\$17,471.99	\$0.00	\$17,471.99
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	73	\$129,648.01	\$0.00	\$129,648.01
Total				\$152,893.44	\$0.00	\$152,893.44

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	73	\$0.00	\$0.00	\$0.00
Year 3	70112	AXON SIGNAL UNIT	80	\$4,464.00	\$0.00	\$4,464.00
Year 3	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	80	\$400.00	\$0.00	\$400.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	75	\$0.00	\$0.00	\$0.00
Year 3	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	1	\$0.00	\$0.00	\$0.00
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	80	\$909.44	\$0.00	\$909.44
Year 3	80397	EXT WARRANTY, FLEET 2 KIT	73	\$0.00	\$0.00	\$0.00
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	\$0.00	\$0.00	\$0.00
Year 3	87050	FLEET VIEW XL LICENSE	73	\$0.00	\$0.00	\$0.00
Year 3	Fleet3A	Fleet 3 Advanced	7	\$17,471.99	\$0.00	\$17,471.99
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	73	\$129,648.01	\$0.00	\$129,648.01
Total				\$152,893.44	\$0.00	\$152,893.44

Non-Binding Budgetary Estimate

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	73	\$0.00	\$0.00	\$0.00
Year 4	70112	AXON SIGNAL UNIT	80	\$4,464.00	\$0.00	\$4,464.00
Year 4	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	80	\$400.00	\$0.00	\$400.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	75	\$0.00	\$0.00	\$0.00
Year 4	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	1	\$0.00	\$0.00	\$0.00
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	80	\$909.44	\$0.00	\$909.44
Year 4	80397	EXT WARRANTY, FLEET 2 KIT	73	\$0.00	\$0.00	\$0.00
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	\$0.00	\$0.00	\$0.00
Year 4	87050	FLEET VIEW XL LICENSE	73	\$0.00	\$0.00	\$0.00
Year 4	Fleet3A	Fleet 3 Advanced	7	\$17,471.99	\$0.00	\$17,471.99
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	73	\$129,648.01	\$0.00	\$129,648.01
Total				\$152,893.44	\$0.00	\$152,893.44

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	73	\$0.00	\$0.00	\$0.00
Year 5	70112	AXON SIGNAL UNIT	80	\$4,464.00	\$0.00	\$4,464.00
Year 5	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	80	\$400.00	\$0.00	\$400.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	75	\$0.00	\$0.00	\$0.00
Year 5	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	1	\$0.00	\$0.00	\$0.00
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	80	\$909.44	\$0.00	\$909.44
Year 5	80397	EXT WARRANTY, FLEET 2 KIT	73	\$0.00	\$0.00	\$0.00
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	146	\$0.00	\$0.00	\$0.00
Year 5	87050	FLEET VIEW XL LICENSE	73	\$0.00	\$0.00	\$0.00
Year 5	Fleet3A	Fleet 3 Advanced	7	\$17,471.99	\$0.00	\$17,471.99
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	73	\$129,648.01	\$0.00	\$129,648.01
Total				\$152,893.44	\$0.00	\$152,893.44

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

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



RESOLUTION NO. 2022-120

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FIVE (5) YEAR CONTRACT WITH AXON ENTERPRISE, INC FOR IN-CAR VIDEO CAMERAS FOR THE POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, Axon Enterprise, Inc. possesses the professional skills and abilities that can assist the City of Texas City with data management, secure storage, live video streaming and technical support; and

WHEREAS, City of Texas City has previously engaged Axon Enterprise, Inc. to perform these certain professional services within the Police and Fire departments;

WHEREAS, the Police Department recommends approval of the proposed five (5) year contract with Axon Enterprise, Inc. for in-car video cameras for \$152,893.44 per year.

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

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the Mayor to execute a five (5) year contract with Axon Enterprise, Inc. in substantially the same form attached hereto as **Exhibit “A”** and made part thereof.

PASSED AND ADOPTED this 16th day of November 2022.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh

Kyle L. Dickson

City Secretary

City Attorney

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 11/16/2022

Advance Funding Agreement to Replace or Rehabilitate the Bridge at Eighth Ave. and Unnamed Lagoon

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

That the City Commission of the City of Texas City, Tx, hereby approves the advance funding agreement in the amount of \$58,080.00 for Eighth Avenue at Unnamed Lagoon and authorizes the Mayor to execute this agreement on behalf of the Local Government.

BACKGROUND (Brief Summary)

The federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state system; and the City of Texas City owns a bridge located at Eighth Avenue at Unnamed Lagoon. A project to remedy this bridge is included in the currently approved program of projects, authorized by Texas Transportation Commission Minute Order Number 116292 dated August 30, 2022. The fund participation ratio for projects on this program is 80 percent federal, 10 percent state, and 10 percent Local Government; and the City of Texas City’s participation requirement for this bridge is **\$58,080.00**.

RECOMMENDATION

It is recommended by the Public Works Director that the City enter into the advance funding agreement with the State of Texas Department of Transportation.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: 58,080

Source of Funds: General Fund

Account #: 101-301-53680

Fiscal Impact:

Funds are available and providing the match of \$58,080 will allow the City to receive grant funds to complete the \$580,080 project.

Attachments

TxDoT Spreadsheet
TxDoT Approval
Resolution

Roadway	Crossing	NBI #	Construction Cost	Total Project Cost	Local Entity's 10% Match
EIGHTH AVE	UNNAMED LAGOON	120850C00208052	\$480,000	\$580,800	\$58,080

From: [Kirsten L. Lozano](#)
To: [Doug Kneupper](#)
Cc: [David Nitsch](#); [Kevin Parker](#)
Subject: New City of Texas City Bridge Project Approved for Funding by TxDOT
Attachments: [New Bridge Project- City of Texas City.xlsx](#)

Good Morning,

This is to advise you that the deficient bridge listed on the attached spreadsheet has been approved for replacement under the Texas Department of Transportation's (TxDOT) Off-System Bridge Replacement Program.

Please review and respond if the City of Texas City would like to replace the bridge through an agreement with TxDOT. The agreement can be structured as an 80-10-10 percent split (federal-state-local) where the City would pay ten percent; or, the ten percent cash match the City is responsible for may be waived if the City agrees to use an equivalent dollar amount to structurally improve other deficient structures or drainage facilities. The federally funded project on which the City's ten percent cost participation is waived is referred to as the "participation-waived" project, while the project(s) to be performed by the City in return for the waiver is referred to as the "equivalent match" project(s). Equivalent-match projects must be completed within 3 years of the letting of the participation-waived project.

The total 10% requirement for City participation on the bridge shown on the attachment is \$58,080.00.

If you have any questions please let me know.

Thanks,
Kirsten

Kirsten Lozano
Transportation Planner
TxDOT-Houston District

RESOLUTION NO. 2022-121

A RESOLUTION AUTHORIZING AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS DEPARTMENT OF TRANSPORTATION FOR BRIDGE REPLACEMENT OR REHABILITATION LOCATED AT EIGHTH AVENUE AND UNNAMED LAGOON; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state system; and the City of Texas City owns a bridge located at Eighth Avenue at Unnamed Lagoon; and

WHEREAS, a project to remedy this bridge is included in the currently approved program of projects, authorized by Texas Transportation Commission Minute Order Number 116292 dated August 30, 2022. The fund participation ratio for projects on this program is 80 percent federal, 10 percent state, and 10 percent Local Government; and the City of Texas City's participation requirement for this bridge is **\$58,080.00**.

WHEREAS, it is the recommendation of the Public Works Department enter into an Advance Funding Agreement with the Texas Department of Transportation.

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 an Advance Funding Agreement with the Texas Department of Transportation for bridge rehabilitation or replacement located at Eighth Avenue to Unnamed Lagoon.

SECTION 2: That the Mayor is authorized to execute an agreement in substantially the same form as attached as **Exhibit "A"**, attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 16th day of November 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

(7) (f)

Meeting Date: 11/16/2022

Uniform Services through OMNIA Partners

Submitted For: Kelly Bender, Purchasing

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Approve and award an agreement through OMNIA Partners Public Sector Purchasing Cooperative contract # 222886-01, three (3) year unchanged term contract with Cintas Corporation, located in Houston, Texas, to provide for the rental of uniforms, floor mats, mops, towels and related services.

BACKGROUND (Brief Summary)

The uniform rental, floor mats, mops, towels and miscellaneous work related items will be utilized by several City departments. Contract pricing and OMNIA Partners letter of Award are attached for your review.

The City's OMNIA Partners membership number is 1181306.

Funding was budgeted for in the 2022/23 FY budget.

RECOMMENDATION

It is my recommendation to award the agreement to supply uniform rental and miscellaneous work related items to Cintas Corporation, through OMNIA Partners Public Sector Purchasing Cooperative, for the contract unit prices.

Fiscal Impact

Attachments

OMNIA Partners Cintas

Cintas Pricing

Resolution



RENTAL OF UNIFORMS, FLOOR MATS, MOPS, TOWELS & RELATED SERVICES
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: 222886

RFP Issued: November 10, 2021

Pre-Proposal Date: November 18, 2021

Response Due Date: December 15, 2021

Proposals Received: # 3

Awarded to: Cintas Corporation

Contract # 222886-01

The City of Tucson Department of Procurement issued RFP #222886 on November 10, 2021, to establish a national cooperative contract for the Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services.

The solicitation included cooperative purchasing language in Sections A.2. National Contract:

The City of Tucson, as the Principal Procurement Agency, defined in Attachment C, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment C contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- OMNIA Partners website
- USA Today, nationwide
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC

- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal, NV
- Kennebec Journal, ME

On December 15, 2021 proposals were received from the following offerors:

- Cintas Corporation
- Prudential Overall Supply
- UniFirst Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter negotiations with Cintas Corporation and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, OMNIA Partners and Cintas Corporation successfully negotiated a contract, and the City of Tucson executed the agreement with a contract effective date of July 15, 2022.

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

Diversity Programs: Cintas has a Supplier Diversity Executive Steering Committee. Members are proactive change agents who work to ensure that employee-partners are aligned on the many advantages of giving diverse suppliers equal access to Cintas partnerships. Additionally:

- Cintas is a member of the National Minority Supplier Development County, the Women's Business Enterprise National Council, and the Veteran-Owned Business Association.
- Relevant Diversity Awards:
 - Included in Corporate 101: America's Most Admired Corporations for Supplier Diversity, 2017
 - Recognized as Military Friendly® Supplier Diversity by the National Veteran-Owned Business Association for 2017
 - Ranked among Women's Enterprise magazine's Top 100 Corporations for Women's Business Enterprises for 2018
 - Ranked among Women's Enterprise magazine's Top 100 Leaders in Corporate Supplier Diversity for 2018
 - Included in Diversity Plus magazine's Top 30 Champions of Diversity ranking, 2017
 - Awarded as 2018 corporate buyer of the year from MBN USA

Federal Funds: Supplier provided federal funds certifications which are available on the OMNIA Partners website for review.

Contract Includes: Rental of uniforms, floor mats, mops and towels. Cintas Corporation can help design and deliver a program best suited for you. From the front-line employees to the back of the house, you have access to four levels of apparel to fit your brand, budget, timeline, and business.

Term:

Initial three-year agreement from July 15, 2022 through July 14, 2025 with the option to renew for one additional two-year period through July 14, 2027.

Pricing: Unit pricing sheet available upon request.

Product Category	Item Numbe	Item Description	Unit Pricing
Standard Mats			
		3x5 Carpet Mat	\$ 2.04
		4x6 Carpet Mat	\$ 2.34
		3x10 Carpet Mat	\$ 2.75
		3X5 SCRAPER MAT	\$ 2.47
		4x6 Scraper Mat	\$ 3.49
Granite	10197	4x6 Traffic Mat	\$ 7.725
Granite	10198	3x10 Traffic Mat	\$ 8.691
Granite	10199	4x8 Traffic Mat	\$ 9.309
Copper	10188	3x5 Xtraction mat	\$ 6.219
Onyx	10189	3x5 Xtraction mat	\$ 6.219
Indigo	10223	3x5 Xtraction mat	\$ 6.219
Copper	10191	4x6 Xtraction mat	\$ 7.107
Onyx	10192	4x6 Xtraction mat	\$ 7.107
Indigo	10224	4x6 Xtraction mat	\$ 7.107
Copper	10201	3x10 Xtraction mat	\$ 7.996
Onyx	10202	3x10 Xtraction mat	\$ 7.996
Indigo	10225	3x10 Xtraction mat	\$ 7.996
Specialty Mats	02477	3X5 SCRAPER MAT	\$ 2.607
	10184	3X5 ACTIVE SCRAPER	\$ 3.380
	01810	3X5 DURALITE MAT	\$ 2.825
	84301	3X5 LOGO MAT	\$ 2.440
	84401	4X6 LOGO MAT	\$ 3.410
	84001	3X10 LOGO MAT (requires buyback)	\$ 3.490
PHOTO MATS	05477	3x5 Photo Safety Mat	\$ 4.828
	05479	3x5 Photo Coffee Mat	\$ 4.828
	05480	3x5 Photo Water Mat	\$ 4.828
	05487	3x5 Photo Mat (requires buyback)	\$ 6.760
	05488	4x6 Photo Mat (requires buyback)	\$ 7.725
	05489	3x10 Photo Mat (requires buyback)	\$ 8.691
	05471	4x6 Photo Local Mat (requires buyback)	\$ 2.108
		Antifatigue Mat	
Mops	02570	24" DUST MOP	\$ 0.900
	01946	24' MOP FRAME	NA
	02590	36" DUST MOP	\$ 1.217
	01947	36" MOP FRAME	NA
	02604	48" DUST MOP	\$ 1.477
	01948	48" MOP FRAME	NA
	02610	60" DUST MOP	\$ 1.695
	01045	60" MOP FRAME	NA
	06924	WOOD DUST MOP HANDLE	NA
	02650	LARGE WET MOP	\$ 2.108
	06923	Fiberglass WET MOP HANDLE	NA

Microfiber	07117	2" MICROFB MOP FRAME (healthcare customers only)	NA
	07000	20" MICROFBR MOP HEAD	\$ 1.449
	07002	20" MICROFB MOP FRAME	NA
	07003	6" MICROFB MOP FRAME (healthcare customers only)	NA
	06930	MICROFBR MOP CONTAIN	\$ 14.485
	07432	12"x12" MICROFIBER WIPER (BLUE)	\$ 0.174
	07433	12"x12" MICROFIBER WIPER (Orange)	\$ 0.174
	07717	16" x 16" MICROFIBER WIPER (WHITE)	\$ 0.174
	08020	MICROFIBER TUBE MOP	\$ 2.414
Soaps			
NOTE : LR Values for this category are for the dispenser.	09338	ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	\$ 5.311
	09329	ALCOHOL FOAM SANITIZER REFILL - 1000 ml	NA
	09315	HEAVY DUTY SOAP SCRUB REFILL - 1000 ml	NA
	09326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	\$ 2.385
	09327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	NA
	09312	MOISTURIZING SOAP SERVICE - 1000 ml	\$ 1.912
	09333	TIBACTERIAL GEL SOAP REFILL (FOOD SVC) - 1000	NA
	09320	HAIR & BODY WASH SERVICE - 1000 ml	\$ 2.144
	09321	HAIR & BODY WASH REFILL - 1000 ml	NA
	09322	INSTANT HAND SANITIZER SERVICE - 1000 ml	\$ 2.955
	09323	INSTANT HAND SANITIZER REFILL - 1000 ml	NA
	09980	SOAP DISPENSER - WHITE	NA
	09982	AUTO SOAP DISPENSER - WHITE	NA
Shop Towels			
	2161	SM SHOP TWL-WHT	\$ 0.139
	2160	SM SHOP TWL-RED	\$ 0.120
	2169	SM SHOP TWL-BLUE	\$ 0.116
Paper			
NOTE : LR Values for this category are for the dispenser.	09025	C PULL TOWEL RFL (Bill by Roll)	\$ 6.760
	09110	JRT TOILET PAPER RFL (Bill by Roll)	\$ 4.828
	09023	C PULL TOWEL SVC (Only for Flat Bill*)	\$ 2.076
	09109	JRT TOILET PAPER SVC (Only for Flat Bill*)	\$ 1.333
	09305	ELECTRONIC PAPER DISPENSER	NA
	07699	C PULL TOWEL CASE (Qty 6)	\$ 45.387
	07702	JRT TOILET PAPER CASE (Qty 12)	\$ 50.215
Linen			
	2864	BIB APRON - WHITE	\$ 0.348
	2873	BIB APRON - BLACK	\$ 0.348
	2861	BIB APRON - RED	\$ 0.348
	2700	TERRY TOWEL	\$ 0.135
	2964	STRIPE SWIPE TOWEL	\$ 0.183
	2750	RIBBED TERRY TOWEL	\$ 0.135
	2702	BLUE TERRY TOWEL	\$ 0.135
	2921	STRIPE GLASS TOWEL	\$ 0.183
	2701	#2 TERRY TOWEL	\$ 0.135
	3035	GRILL PAD	\$ 0.116
Air Freshener	06116	MM AIR FRESHENER SVC	\$ 3.085

NOTE : LR Values for this category are for the dispenser.	06123	MM AIR FRESHENER RFL	NA
	06122	MM AIR FRESHENER REFILL - MANGO PARADISE	NA
	06119	MM AIR FRESHENER REFILL - CITRUS SLICE	NA
	09295	MM AIR FRESHENER REFILL - CLEAN BREEZE	NA
	06124	MM AIR FRESHENER REFILL - CINNAMON	NA
	09016	MM Air Freshener Dispenser - White	NA
Restroom Mat	06680	TROOM MAT SERVICE (weekly charge for monthly charge)	\$ 1.931
	07464	RESTROOM MAT REFILL	NA
SafeWasher	07418	SAFEWASHER SVCSW23	\$ 28.961
	07419	SAFEWASHERSVCSW25	\$ 28.961
	07420	SAFWASHR FLD RFL SW3	\$ -
	07524	SAFEWASHER FILTER	NA
	07418	SAFEWASHER SW23 L/R	NA
	07419	SAFEWASHER SW25 L/R	NA
Cleaning Chemicals (\$25 MINIMUM CHARGE/STOP FOR CHEMICALS)			
NOTE : LR Values for this category are for the dispenser or bottles.	07600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	\$ 48.284
	07619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	\$ 24.142
	07500	LEANING CHEMICAL DISPENSER MAINTENANCE FEE	\$ 2.897
	07550	MPART SINK CHEMICAL DISPENSER MAINTENANCE FEE	\$ 2.897
	02294	DAMING CHEMICAL DISPENSER MAINTENANCE FEE	\$ 2.897
FLOOR	02271	FC1 - HEAVY DUTY FLOOR CLEANER	\$ 1.352
FLOOR	02274	FC2 - BIO-BASED FLOOR CLEANER	\$ 1.642
FLOOR	02282	FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	\$ 2.704
FLOOR	02272	FC4 - NEUTRAL FLOOR CLEANER	\$ 0.773
FLOOR	02295	- HVY DTY RESTRM CLNR / DISINFECT - MOP BUCKETS	\$ 1.497
SPRAY BOTTLE	02275	GL1 - GLASS & MULTI-SURFACE CLEANER	\$ 1.931
SPRAY BOTTLE	02276	R1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	\$ 2.945
SPRAY BOTTLE	02277	C1 - ODOR COUNTERACTANT / FABRIC FRESHENER	\$ 5.794
SPRAY BOTTLE	07544	FC1 - HEAVY DUTY CLEANER - BOTTLE	\$ 1.352
			NA
SPRAY BOTTLE	02281	- HVY DTY FOAMING DEGREASER - BOTTLE / FOAMER	\$ 1.449
SINK	02278	SK1 - POT & PAN DETERGENT	\$ 1.159
SINK	02279	SK2 - THREE COMPARTMENT SINK SANITIZER	\$ 1.159

	07670	TRIGGER SPRAYER	\$ -
	07574	TRIGGER SPRAYER LABELS	NA
	07716	QUAT STRIPS	NA
		* Required for all Chemical Customers	\$ -
Sanis UltraClean (MINIMUM CHARGE of \$50 per stop)			\$ -
	07705	SANIS ULTRACLEAN BASE CHARGE*	\$ 28.964
	07706	SANIS ULTRACLEAN SQ FT CHARGE*	\$ 0.190
		* Weekly or EOW Billing Example: 4 restrooms measu	\$ -
		* Monthly Billing Example: 4 restrooms measure 400 sq	\$ -

Garment	Unit Cost with Advantages	Wkly Rental/Wearer
Hi-Vis Shirt	0.96	10.56
Enhanced Visibility	\$ 0.59	\$ 6.49
Hi-Vis Jacket	\$ 1.48	\$ 16.28
Canvas Cargo	\$ 0.48	\$ 5.28
Carhartt Jeans	\$ 0.61	\$ 6.71
Carhartt Dungaree	\$ 0.54	\$ 5.94

Uniform Advantage		0.05 Billed per garment. Covers the cost of on going
Emblem Advantage	\$	0.05 Billed per shirt/jacket only. Covers the upfront
Prep Advantage	\$	0.05 Billed per garment. Covers the upfront cost c
Premium Uniform Advantage	\$	0.10 Billed per Hi-Vis or FRC garment. Covers the c

ing size changes, excessive wear and tear, and pro-active upgrades for entirety of program while advantage
nt cost of company and name emblems for all shirts and jackets for entirety of program while advantage
of initial ordering, receiving, and ID tape of garments for entirety of program while advantage in place.
cost of on going size changes, excessive wear and tear, and pro-active upgrades for entirety of program

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	Cintas Unit Cost	Unifirst Pricing
3x5 Mat	\$ 2.04	\$ 1.75
4x6 Mat	\$ 2.34	\$ 2.75
3x10 Mat	\$ 2.75	\$ 2.75
3x5 Scraper	\$ 2.47	\$ 2.35
4x6 Scraper	\$ 3.49	\$ 3.50
3x5 Logo Mat	\$ 2.44	\$ 3.08
4x6 Logo Mat	\$ 3.41	\$ 3.50
3x10 Logo Mat	\$ 3.49	\$ 3.50
Anti-Fatigue Mat	\$ 2.29	\$ 1.95

RESOLUTION NO. 2022-122

A RESOLUTION AUTHORIZING AN AGREEMENT THROUGH OMNIA PARTNERS PUBLIC SECTOR PURCHASING COOPERATIVE CONTRACT NO. 222886-01, FOR A THREE (3) YEAR UNCHANGED TERM CONTRACT FOR THE RENTAL OF UNIFORMS, FLOOR MATS, MOPS, TOWELS AND RELATED SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, it is the recommendation of the Purchasing Department to award and authorize an Agreement through OMNIA Partners Public Sector Purchasing Cooperative contract no. 222886-01, three (3) year unchanged term contract with Cintas Corporation, located in Houston, Texas, to provide for the rental of uniforms, floor mats, mops, towels and related services.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves an agreement through OMNIA Partners Public Sector Purchasing Cooperative contract no. 222886-01, three (3) year unchanged term contract with Cintas Corporation to provide for the rental of uniforms, floor mats, mops, towels and related services.

SECTION 2: That the Mayor is authorized to execute an agreement in substantially the same form as attached as **Exhibit "A"**, attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 16th day of November 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

(7) (g)

Meeting Date: 11/16/2022

Bid # 2023-419 Asbestos Abatement and Demolition of Vacant Apartment Complex (5 Structures)

Submitted For: Kelly Bender, Purchasing

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Approve and award Bid# 2023-419 Asbestos Abatement and Demolition of Vacant Apartment Complex (5 Structures) 6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas St. Texas City, Texas 77590.

BACKGROUND (Brief Summary)

On October 21, 2022, and October 28, 2022, the Notice to Bidders was published in the Galveston Daily Newspaper, the bid packets were sent out to vendors. Bids were opened on November 8, 2022, at 2:00pm. A total of six (6) contractors submitted proposals which ranged from a total low bid of \$65,040 to a total high bid of \$164,400.

1. Grant Mackay Company, Inc- \$141,333
2. AAR Incorporated- \$117,250
3. Emanuel Enterprises, LLC- \$142,050
4. Inland Environments- \$123,380
5. TRT Environmental, LLC- \$65, 040
6. Sitek Omni Services, LLC- \$164,400

Bid Tabulation Attached.

RECOMMENDATION

It is the recommendation of Texas City Economic Development Department, the Community Development Department and ASE Services to award the Asbestos Abatement and Demolition of the Vacant Apartment Complex (5 Structures) at 6905 Park Ave., 6905 Park Ave. Rear & 206 North Texas St. Texas City to TRT Environmental, LLC. for the bid amount of \$65, 040.00.

Fiscal Impact

Attachments

Resolution

Bid Tab

RESOLUTION NO. 2022-123

A RESOLUTION AWARDED BID NO. 2022-419 ASBESTOS ABATEMENT AND DEMOLITION OF VACANT APARTMENT COMPLEX (5 STRUCTURES) 6909 PARK AVE., 6905 PARK AVE. REAR & 206 NORTH TEXAS ST., TEXAS CITY, TEXAS 77590; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 21, 2022, and October 28, 2022, a Notice to Bidders was advertised in the Galveston County Daily Newspaper and bid packets were made available to area vendors for Bid No. 2022-419 Asbestos Abatement and Demolition of Vacant Apartment Complex (5 Structures) 6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas St., Texas City, Texas 77590; and

WHEREAS, the bids were opened on November 8, 2022, and it is the recommendation of the Texas City Economic Development Department, the Community Development Department and ASE Services to award Bid No. 2022-419 Asbestos Abatement and Demolition of Vacant Apartment Complex (5 Structures) 6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas St., Texas City, Texas 77590 to TRT Environmental, LLC. for the bid amount of \$65, 040.00.

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

SECTION 1: That the City Commission hereby accepts the contract by TRT Environmental, LLC. for Bid No. 2022-419 Asbestos Abatement and Demolition of Vacant Apartment Complex (5 Structures) 6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas St., Texas City, Texas 77590.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with TRT Environmental, LLC. for the respective price bid in **Exhibit “A,”** as attached hereto and incorporated herein for all intents and purposes.

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

PASSED AND ADOPTED this 16th day of November 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



SETX Environmental, Inc.
Db: ASE Services
Environmental Consulting & Testing
Asbestos - Mold - Lead - ESA's

November 11, 2022

Kelly Bender and George Fuller
Texas City Economic Development Corporation
1801 9th Avenue North
Texas City, Texas 77590

RE: Proposal Review for Abatement & Demolition
Vacant Apartment Complex TC Bid No. 2023-419
6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas Street
Texas City, Texas 77590

Dear Kelly and George:

Pursuant to your request, **ASE Services** has reviewed abatement/demolition proposals for the subject project as submitted to the City on November 8, 2022. Six (6) contractors submitted proposals which ranged from a total **low bid of \$65,040.00** to a total **high bid of \$164,400.00**.

The apparent low bid was submitted by TRT Environmental, LLC (TRTE) at the proposed cost for both abatement and demolition of \$65,040.00 (Bid Tabulation Sheet attached). This bid includes a \$10,000.00 contingency amount for unforeseen adds to the project. It should be noted that TRTE's proposed amount is \$52,210.00 lower than the second low bid and substantially lower than other proposals received.

TRTE was made aware of the significant difference in the bid amounts and given the opportunity to review and confirm that all requirements as specified had been included. A request for information was submitted to TRTE by ASE in which responses along with background and experience reviews were found to be acceptable by both ASE and Texas City's City Attorney. The only issue discovered was that TRTE fails to meet the qualification requirement of being in successful business for a minimum of five years. TRTE was formed two years ago after ownership of the original company was lost in a divorce settlement but personnel at TRTE have remained relatively the same and they have numerous years of documented experience in the asbestos abatement and demolition business. **A waiver of the experience qualification requirement by the City will be required should the award of contract be approved.**

TRTE has confirmed their proposed cost, willingness to proceed with the project at the cost proposed, contingency inclusion, scope of work, number of work days and further stated they had no issues or concerns going forward with the work as specified.

Based on our review and investigation along with the assistance of Texas City's City Attorney, ASE Services can find no objections with Texas City EDC awarding the abatement/demolition of the Vacant Apartment Complex located at 6909 Park Ave., 6905 Park Ave. Rear and 206 North Texas Street to the low bidder, TRT Environmental, LLC in the total amount of \$65,040.00.

The project can be scheduled and notification to the State submitted upon written authorization to proceed and issuance of a purchase order from the City of Texas City. Should there be any questions, please do not hesitate to contact me at (409) 916-2383 or by email at srwev51@yahoo.com.

Sincerely yours,
ASE SERVICES

A handwritten signature in black ink, appearing to be 'Stephen R. Wev', written over the company name 'ASE SERVICES'.

Stephen R. (Randy) Wev

Cc: Kyle Dickson, City Attorney

Attachment: Bid Tabulation Sheet



TX Environmental, Inc.
 Dba: ASE Services
 Environmental Consulting & Testing
 Asbestos - Mold - Lead - ESA's

BID TABULATION
Texas City EDC Bid No. 2023-419
ASBESTOS ABATEMENT/DEMOLITION OF VACANT APARTMENT COMPLEX
6909 Park Ave., 6905 Park Ave. Rear & 206 North Texas Street, Texas City
Bid Date: November 8, 2022 @ 2:00 pm

CONTRACTOR	RCVD ADDEN Y/N	RCVD BID BOND Y/N	RCVD CONFLICT OF INTEREST Y/N	RCVD HOUSE BILL 89 Y/N	RCVD NON COLLUSION Y/N	PROPOSED COST FOR ABATEMENT	PROPOSED COST FOR DEMOLITION	ADD COST FOR CONTINGENCY (\$10,000.00)	TOTAL PROPOSED COST (includes contingency)	NO. OF DAYS TO ABATE	NO. OF DAYS TO DEMO
GRANT MACKAY	Y	Y	Y	Y	Y	\$56,550	\$64,783	\$10,000	\$141,333*	10	20
AAR, INC.	Y	Y	Y	Y	Y	\$52,450	\$54,800	\$10,000	\$117,250	8	14
EMANUEL ENT.	Y	Y	Y	Y	Y	\$55,000	\$77,050	\$10,000	\$142,050	10	15
INLAND ENV.	Y	Y	Y	Y	Y	\$64,500	\$58,880	\$10,000	\$123,380*	15	20
TRT ENVIRONMENTAL	Y	Y	Y	Y	Y	\$21,615	\$33,425	\$10,000	\$65,040	-	12
SITEK OMNI	Y	Y	Y	Y	Y	\$60,800	\$93,600	\$10,000	\$164,400	15	18

PUBLIC BID OPENING AT CITY HALL
ATTENDEES: Kelly Bender, George Fuller, Randy Wev w/ASE, Moyes Pena w/Emanuel Ent.

*Total amount does not agree with combined proposed prices for abatement + demolition + contingency