

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JANUARY 18, 2023 - 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

Delburn Hutchinson	Public Works	01/30/2013	10 years
Daniel Carlson	Fire	01/07/2013	10 years
Jason Shelton	Public Works	01/28/2008	15 years
Larry Brown	Sanitation	01/02/2008	15 years
John Broussard	Police	1/11/1993	30 years

(5) REPORTS

(a) Community Development Annual Report

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for December 21, 2022 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2023-003, ratifying and approving the submission of a grant application to the National Endowment for the Humanities on behalf of the Texas City Museum. (Mayor's Office - Grant Administration)
- (c) Consider and take action on Resolution No. 2023-004, approving the submission of a grant application to the Texas Office of the Governor, Public Safety Office, Criminal Justice Division, for funding under the Project Safe Neighborhoods Grant Program on behalf of the Texas City Police Department. (Mayor's Office - Grant Administration)
- (d) Consider and take action on Resolution No. 2023-005, approving the submission of a grant application to the Texas Office of the Governor, Public Safety Office, Criminal Justice Division, for funding under the Criminal Justice Grant Program to provide specialized training to the Texas City Police Department Dignitary Unit. (Mayor's Office - Grant Administration)
- (e) Consider and take action on Resolution No. 2023-006, approving the submission of a grant application to the American Library Association for book donations on behalf of the Moore Memorial Public Library. (Mayor's Office - Grant Administration)
- (f) Consider and take action on Resolution No. 2023-007, authorizing the Mayor to enter into a Pipeline License Agreement with Air Products LLC. (Transportation and Planning)
- (g) Consider and take action on Resolution No. 2023-008, amending Resolution No. 2022-080 authorizing the City of Texas City (Police Department) to submit and administer an application for Grant/App 4594101 (SH-Bullet Resistant Shield Grant Program) to designate Titilayo Smith, Grants Administrator, as the grantee's authorized official. (Mayor's Office - Grant Administration)
- (h) Consider and take action on Resolution No. 2023-009, approving and adopting the Grants Administration Manual for the City of Texas City. (Mayor's Office - Grant Administration)
- (i) Consider and take action on Resolution No. 2023-010, approving a Name Change Request - Benson Trails S/D (fka Moses Lake Tract) to Sunrise Cove S/D. (Transportation and Planning)
- (j) Consider and take action on Resolution No. 2023-011, awarding Bid No. 2023-001 Air Condition Filter Replacement. (Purchasing)
- (k) Consider and take action on Resolution No. 2023-012, amending the Bylaws for the Governance of the Board of Library Trustees for Texas City to remove Article VIII Section 3. (Library)
- (l) Consider and take action on Resolution No. 2023-013, authorizing the write-off of 48,316.60 in delinquent fees and fines that are attached to Moore Memorial Library patron accounts that expired prior to November 1, 2015. (Library)

- (m) Consider and take action on Resolution No. 2023-014, approving the submission of a grant application to FEMA on behalf of the City of Texas City for the Assistance to Firefighters Grant (AFG). (Mayor's Office - Grant Administration)
- (n) Consider and take action on Resolution No. 2023-015, authorizing the purchase of a purchase a complete inventory replacement of all self-contained breathing apparatus (SCBA) used in the fire department from Municipal Emergency Services through the HGACBuy Program. (Fire Department)

(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 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 JANUARY 13, 2023, 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: 01/18/2023

January 2023 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Delburn Hutchinson	Public Works	01/30/2013	10 years
Daniel Carlson	Fire	01/07/2013	10 years
Jason Shelton	Public Works	01/28/2008	15 years
Larry Brown	Sanitation	01/02/2008	15 years
John Broussard	Police	1/11/1993	30 years

BACKGROUND (Brief Summary)

Service Award(s) for the following individual(s) for the month of January is based on their years of service with the City.

RECOMMENDATION

Human Resources recommend approval of the January service award.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 01/18/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for December 21, 2022 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JANUARY 4, 2023 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, JANUARY 4, 2023, 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 Mayor Dedrick D. Johnson.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Abel Garza, Jr.

8. PUBLIC COMMENTS

Barbra White, resident, invited the City Commission and public to participate in the Texas City Rotary Mardi Gras Parade and gala.

9. CONSENT AGENDA

Motioned by Commissioner At-Large Abel Garza, Jr. to approve Consent Agenda items a and b. Seconded by Commissioner District 2 Felix Herrera.

- a. Approve City Commission Minutes for December 21, 2022 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action Resolution No. 2023-001, approving and awarding Bid No. 0223-002 Code Compliance Abatement for Residential Substandard Structure Demolition. (Purchasing)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 2023-002, authorizing the write-off of EMS receivables more than 120 days past due at September 30, 2022, and are deemed to be uncollectible. (Finance Department)

Item pulled for further discussion by Mayor Dedrick D. Johnson.

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

Vote: 7 - 0 CARRIED

10. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 2023-01, amending the City's fiscal year 2022-2023 budget to account for the revenues and expenses related to grant funds the City received from Southeast Texas Housing Finance Corporation (SETH). (Finance)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 1 DeAndre' Knoxson

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution No. 2023-02, amending the City's fiscal year 2022-2023 budget to appropriate funds to close 2021-2022 fiscal year purchase orders. (Finance)

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

Vote: 7 - 0 CARRIED

11. ADJOURNMENT

Having no further business, Commissioner District 2 Felix Herrera made a MOTION to ADJOURN at 5:19 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: 01/18/2023

Ratify and Approve Submission of Grant Application for Sustaining Texas City Museum Cultural Heritage Collections

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Take action by ratifying and approving the submission of grant application to the National Endowment for the Humanities on behalf of the Texas City Museum for the improvement of two storage areas would allow the Museum to consolidate the collection into two ideal storage spaces that have excellent security and quality environmental control.

BACKGROUND (Brief Summary)

The National Endowment for the Humanities solicited applications for the Sustaining Cultural Heritage Collections (SCHC) program. The SCHC program helps cultural institutions meet the complex challenge of preserving large and diverse holdings of humanities materials for future generations by supporting sustainable conservation measures that mitigate deterioration, prolong the useful life of collections, and strengthen institutional resilience (i.e., the ability to anticipate and respond to disasters resulting from natural or human activity).

The City of Texas City, Texas City Museum has applied for the Implementation Level I category which is intended to address discrete preservation challenges that are identified through general preservation assessments at small to mid-sized institutions. Level I awards support projects that have undertaken a general preservation assessment or other targeted collections assessment, identified preservation challenges and priorities, and are ready to implement small-scale improvements to environmental conditions and other sustainable conservation measures.

This grant, if awarded, will not require any matching funds from the City.

RECOMMENDATION

It is the recommendation of the Grants Administrator that the approval of the submission of this application is ratified by the Commission.

Fiscal Impact

Funds Available Y/N:

Amount Requested: N/A

Source of Funds:

Account #:

Fiscal Impact:

This grant does not require any matching funds from the City.

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 01/18/2023

Approval of Submission of Grant Application for Project Safe Neighborhoods

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and take action on the submission of grant application to the Texas Office of the Governor, Public Safety Office, Criminal Justice Division, for funding under the Project Safe Neighborhoods Grant Program on behalf of the Texas City Police Department.

BACKGROUND (Brief Summary)

The purpose of this program is to support projects designed to create and foster safer neighborhoods through a sustained reduction in violent crime, including the addressing of criminal gangs and felonious possession and use of firearms. Funding will support projects to foster and improve existing partnerships between federal, state, and local agencies, including the U.S. Attorney in each federal judicial district; entities representing members of the community affected by increased violence; victims' advocates; and researchers to create safer neighborhoods through sustained reductions in violent crimes by:

- Developing and executing comprehensive strategic plans to reduce violent crimes, including the enforcement of gun laws, and prioritizing efforts focused on identified subsets of individuals or organizations responsible for increasing violence in specific geographic areas
- Developing evidence-based and data-driven intervention and prevention initiatives, including juvenile justice projects and activities that may include street-level outreach, conflict mediation, provision of treatment and social services, and the changing of community norms, in order to reduce violence
- Collecting data on outcomes achieved through projects, including the effect on the violent crime rate, incarceration rate, and recidivism rate of the jurisdiction

All projects must address one or more of the following design features:

- Community engagement: foster meaningful engagement between and among communities, law enforcement, prosecutors, and other stakeholders as an essential component of an effective violence reduction strategy
- Focused and strategic enforcement: address violent crime by focusing strategic enforcement on a limited number of problem places and the individuals driving violent crime, including implementing the following critical elements of strategic enforcement:
 - Understanding the most significant drivers of violence and resources
 - Leveraging technology and analytics
 - Developing and implementing enforcement strategies
 - Deterring others from engaging in violence
- Prevention and intervention: include strategies to address risk and protective factors, including:
 - Building relationships with representatives of agencies and organizations most

suited to provide education, social services, job training and placement, reentry programs, or similar resources to those in need

- Prevention and intervention activities that can provide individuals and families with skills, opportunities, and alternatives that can ultimately help to reduce violent crime in communities
- Accountability: collect and analyze relevant data that focus on outcomes by monitoring crime data over time as related to their local PSN task force's targeted problems and/or targeted areas

Eligible costs include salaries, wages, and fringe benefits; overtime compensation; workshops and events, pending approval by the U.S. Department of Justice's (DOJ's) Office of Justice Programs under the Bureau of Justice Assistance; travel; equipment; and printing, publication, and duplication of materials that support the project.

TCPD will use funds, if awarded, to cover overtime for officers participating in extra operations that will include drug and weapon violation apprehensions, gang identification, etc. Community engagement, prevention, and intervention activities will also be funded.

RECOMMENDATION

It is the recommendation of the Grants Administrator that the submission of this application be approved by the Commission.

Fiscal Impact

Funds Available Y/N:

Amount Requested: N/A

Source of Funds:

Account #:

Fiscal Impact:

There are no matching funds required from the City.

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 01/18/2023

Approval of Submission of Application for Criminal Justice Grant Program

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and take action on the submission of grant application to the Texas Office of the Governor, Public Safety Office, Criminal Justice Division, for funding under the Criminal Justice Grant Program to provide specialized training to the Texas City Police Department Dignitary Unit.

BACKGROUND (Brief Summary)

The purpose of this program is to support projects that promote public safety, reduce crime, and improve the criminal justice system. Awards may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice purposes, which are defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of criminal law.

Projects may focus on specialized officer training.

RECOMMENDATION

It is the recommendation of the Grants Administrator that the Commission approve the submission of this application.

Fiscal Impact

Funds Available Y/N:

Amount Requested: N/A

Source of Funds:

Account #:

Fiscal Impact:

Matching funds are not required for this program.

Attachments

Resolution

RESOLUTION NO. 2023-005

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO TEXAS OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION, FOR FUNDING UNDER THE CRIMINAL JUSTICE GRANT PROGRAM ON BEHALF OF THE TEXAS CITY POLICE DEPARTMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas Office of the Governor, Public Safety Office, Criminal Justice Division has funding under the Criminal Justice Grant Program; and

WHEREAS, TCPD will use funds, if awarded, to provide specialized training to the Texas City Police Department Dignitary Unit; and

WHEREAS, it is the recommendation of the Grants Administrator that the City Commission approve the submission of this grant application.

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 submission of a grant application to Texas Office of the Governor, Public Safety Office, Criminal Justice Division, for funding under the Criminal Justice Grant Program on behalf of the Texas City Police Department.

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

PASSED AND ADOPTED this 18th day of January 2023.

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

ATTEST:

Rhomari D. Leigh
City Secretary

APPROVED AS TO FORM:

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 01/18/2023

Approval of Submission of Application for The Coretta Scott King Book Awards Donation Grant

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and take action on the submission of a grant application to the American Library Association for book donations on behalf of the Moore Memorial Public Library.

BACKGROUND (Brief Summary)

The purpose of this program is to donate books, including by African American authors and illustrators, enhance children's lives with books and reading opportunities. Books available for donation include over 100 titles by African American authors and illustrators, including a full set of the year's Coretta Scott King Book Award winning and honor titles. This program is intended to improve service to children and youth, as well as promote positive self-image of African American children and youth and/or broaden the worldview of children and youth.

RECOMMENDATION

It is the recommendation of the Grants Administrator that the submission of this application be approved.

Fiscal Impact

Funds Available Y/N:

Amount Requested: N/A

Source of Funds:

Account #:

Fiscal Impact:

There is no match requirement of the City.

Attachments

Resolution

RESOLUTION NO. 2023-006

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE AMERICAN LIBRARY ASSOCIATION FOR BOOK DONATIONS ON BEHALF OF THE MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the American Library Association has a funding opportunity under the Coretta Scott King Book Awards Donation Grant; and

WHEREAS, the Moore Memorial Library, if awarded, will use the funds to improve service to children and youth, as well as promote positive self-image of African American children and youth and/or broaden the worldview of children and youth by providing books written by African American authors and illustrators; and

WHEREAS, it is the recommendation of the Grants Administrator that the City Commission approve the submission of this grant application.

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 submission of a grant application to the American Library Association - Coretta Scott King Book Awards Donation Grant.

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

PASSED AND ADOPTED this 18th day of January 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 01/18/2023

Consider and take action on the Air Products H2 Pipeline License Agreement

Submitted For: Veronica Carreon, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on the Air Products H2 Pipeline License Agreement.

BACKGROUND (Brief Summary)

This is a new pipeline for Air Products to sell hydrogen (H2) to Marathon. Plans have been reviewed by Engineering and Public Works and all comments addressed satisfactorily. The Contractor for AirProducts will apply for and obtain a permit to construct the pipeline. This License Agreement requires the payment of an annual fee for permission to have and maintain the pipeline in/on public property and/or public right of way. Payment of the first annual fee has been delivered to the City of Texas City.

RECOMMENDATION

Recommend approval of the License Agreement as presented.

Fiscal Impact

Attachments

Air Products H2 Pipeline Final License Agreement
Resolution

1. COST OF LICENSE:

1.1 Licensee shall make payment to the City of Texas City as follows:

- License Agreement Fee: \$2,000.00
- Prepaid Damages Fee: _____
- Annual fee of \$40 per rod of pipeline located on, along, or across City property. Said fee shall be reset on January 1, 2027 and shall be reset every five (5) years thereafter, to a level to be determined by the City.

1.2 All fees, including the first annual fee for linear foot usage shall be made to the Finance Department and payable to the City of Texas City prior to construction. Thereafter, payments for the annual fee are to be made to the Finance Department by January 31st of each year.

1.3 This license granted by the City of Texas City is subject to conditions. Failure to comply with the following may result in penalties and/or termination of the agreement.

2. GENERAL CONDITIONS:

2.1 Licensee does not intend to sell product for resale from the covered pipeline to customers located within the City; however, Licensee recognizes that should it sell product for resale from this covered pipeline to customers within the City, it will be required to report such distribution and when lawfully required to do so, pay a street rental fee based on revenues. The annual fee and the regulations controlling the payment of such fee will be those lawfully established by the ordinances of the City.

2.2 All pipelines crossing public rights of way shall be bored from right of way line to right of way line. Within these limits, the pipeline shall be protected by casing or other method approved by the City and/or the Texas Department of Transportation.

2.3 The pipeline shall be constructed in such a manner as approved by the City so as to not interfere with the use of City property.

2.4 The pipeline shall be installed a minimum of four (4) feet below the lowest existing or proposed ditch grades, waterlines, sanitary sewer lines or storm drainage lines, subject to review of detail profile sheets by the Director of Transportation and Planning. Such grades and lines shall be indicated on map submittal, as well as depth of proposed pipeline.

2.5 The construction and operation of the pipeline shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, waterlines, or other utilities.

2.6 Damage to existing ditch grade during construction or maintenance of the pipeline shall be corrected and the ditch grade shall be restored to the condition and grade at which it existed prior to construction or maintenance.

2.7 Excavations necessary for the construction, repair or maintenance of the pipeline shall be performed in such a manner that will cause minimal inconvenience to the public. Licensee shall promptly restore the area to as good a condition as before working thereon and to the reasonable satisfaction of the Public Works Department and/or the Engineering Department.

2.8 Operations along roadways shall be performed in such a manner that all excavated materials will be kept off the pavements at all times, as well as all operating equipment and materials. All property where operations are performed shall be restored to original condition or better. No equipment or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right of way features as a result of this installation shall be borne by the Licensee.

2.9 Barricades, warning signs and lights, and flag persons shall be provided by the Licensee, when necessary. Only under extreme circumstances, as deemed necessary by the City Engineer, will open cutting of a street or roadway be allowed. All barricading must be by permit and approved by the City in advance.

2.10 Any construction which takes place in, on, under, above, or across property not owned by the City shall require additional permission by the owner(s) of the property involved. Approval of this license agreement excludes permission to do any construction on property which is not owned by the City of Texas City.

2.11 Any licenses, permits or agreements required by another governmental entity shall be obtained and a copy of such document shall be provided to the City. If agreement is not required by said governmental entity, then documentation regarding such will be provided to the City.

2.12 Licensee shall participate in a pre-construction conference with appropriate City personnel prior to commencement of work. Said conference must be coordinated through the City Engineer / Direct of Transportation and Planning.

3. RESTORING PREMISES

3.1 Following installation of the pipeline and/or after inspection, repair, maintenance, replacement, relocation, or removal of the pipeline, Licensee shall, at its own cost and to the extent caused by or resulting from the pipeline or the acts or omissions of Licensee 1) restore the site of any excavation, unsafe or unsightly condition to a clean, proper and safe condition in compliance with this License Agreement and 2) conduct an Environmental Cleanup of any Foreign Substances or other substances released from the pipeline whether

within or emanating from the location of the pipeline (collectively the "Restoration Work"). The term "Environmental Cleanup" as used in this License Agreement means the investigation, containing and cleanup of Foreign Substances (including all investigations, administrative actions, testing or monitoring activities, response actions, "removal" and "remedial actions," as those terms are defined in Sections 361.003(29) and (30) of the Texas Health & Safety Code, and any other necessary actions) to the standard found reasonably acceptable by the City and all other actions which are required by any local, state or federal governmental authority to address the Foreign Substances or the released or threatened release thereof.

3.2 If Licensee fails to perform or complete the Restoration Work, Licensee shall have a continuing obligation to conduct the Restoration Work upon request from the City (regardless of the time period elapsed between the termination of this License Agreement and the City's request to conduct the Restoration Work), and the City may (at its option) conduct the Restoration Work and Licensee hereby agrees to reimburse the City for the City's reasonable and substantiated cost and expense in conducting such Restoration Work (regardless of the time period elapsed between the termination of this License Agreement and the City's request to conduct the Restoration Work). In the event the City conducts the Restoration Work and to the extent the City first gives Licensee an opportunity to first conduct the Restoration Work with thirty (30) days written notice, Licensee waives any challenge to the cost, expense or the extent of the Restoration Work conducted by the City.

3.3 As between the City and Licensee, no state or federal statute of limitation or other time bar limitation shall apply to Licensee's obligation under this Section, and Licensee hereby waives the same.

3.4 This Section shall survive the termination or cancellation of this License Agreement.

4. SAFETY REGULATIONS

4.1 Licensee shall provide the City with a map showing the location of the pipelines referenced in Exhibit A.

4.2 Pipelines shall be maintained and operated in such a manner as not to leak and/or cause damage to any City streets, alley, easements or other property. Once a pipeline is in operation, any damage that occurs to the pipeline which results in the exposure or release of product must be reported **immediately to the City Fire Department and Public Works Department**. Licensee shall fully cooperate with the Fire Department and provide, or assist with providing, any and all necessary notifications, evacuations or other necessary actions. Leaks or other defects are to be repaired immediately by Licensee at its own cost.

4.3 The Licensee shall be responsible for the cleanup and remediation of contaminated areas due to exposure or release of product and any and all costs associated with said cleanup and remediation.

4.4 Permits which allow lines to be maintained or constructed in City rights of way shall be obtained by Licensee or its contractor prior to beginning maintenance or construction in accordance with Chapter 121 of the City's Code of Ordinances. The fee for such permits is in addition to this License Agreement fee.

4.5 Installation will be done in accordance with all City standards and statutes of the State of Texas.

4.6 Licensee shall prepare and file in an acceptable electronic format with the City a city street map, as currently revised by the City Engineer, upon which the Licensee shall fully delineate the area within the City's corporate limits traversed by the existing or proposed pipeline, with the route, distance and shutoff valve locations, together with the name and mailing address of the Licensee and the telephone number of at least one officer or person available on a 24-hour basis who can furnish, or obtain immediately, information as to the pressure at the points of input nearest to the City and the common name of the commodity carried by such owner.

4.7 Upon completion of the installation work, Licensee shall provide as-built drawings of the installed pipeline to the City Engineer. As-built drawings will include both horizontal and profile plans.

4.8 In addition, Licensee shall re-register all pipeline information with the City every two (2) years following the initial License Agreement. Re-registration information shall be submitted on a form acceptable to the City Engineer.

4.9 Ownership, contact information, produce and size of pipeline shall be posted on name plates in accordance with state and federal laws and regulations relating to pipelines shall be posted at all casing vents and at five hundred feet (500') intervals along the pipeline.

4.10 Sufficient valves shall be installed to allow for prompt stoppage of any escape of materials from the pipeline in the event of rupture or leakage.

5. REQUIRED COVERAGE

5.1 Licensee shall furnish the City with a Certificate of Standard Liability Insurance, including bodily injuries and property damage, naming the City of Texas City as an Additional Insured. Such policy shall provide for the following minimum coverage:

- Bodily Injuries: \$1,000,000.00
- Property Damage: \$1,000,000.00

5.2 Such insurance shall be maintained in force and effect during the construction or required maintenance of the pipeline and during the life of the pipeline. Such certificate shall contain a provision that at least fifteen (15) days written notice must be given to the City prior to cancellation, alteration, or modification of such insurance.

5.3 Licensee shall have in force with the City a surety bond in the principal amount of \$75,000.00. The bond shall be payable to the City of Texas City for the use and benefit of any person entitled thereto and conditioned that the principal and surety will pay all damages to any person caused by, or arising from, or growing out of any violation of the terms of this agreement. The bond shall provide that it may not be cancelled, altered, or otherwise modified without giving fifteen (15) days prior written notice to the City. The bond shall be good and in effect for a period of one (1) year from the date of completion of construction of the pipeline.

6. RELEASE AND INDEMNITY

6.1 Except as may be otherwise provided in this License Agreement, Licensee shall be solely responsible for the pipeline, including the laying, constructing, installing, inspecting, maintaining, repairing, replacing, operating, removing and relocating thereof, and for any damages resulting from the Pipeline or such activities.

6.2 Licensee shall indemnify, save and hold harmless the City of Texas City from any and all claims for injuries and damages to persons or property occasioned by or arising out of the construction, maintenance, operation, repair or removal of the pipeline. **THIS INDEMNITY EXPRESSLY EXTENDS TO CLAIMS ALLEGING NEGLIGENCE BY THE CITY OF TEXAS CITY, ITS AGENTS, OFFICERS OR EMPLOYEES, ARISING FROM ACTIONS TAKEN OR OCCURRENCES UNDER THIS LICENSE AGREEMENT.**

6.3 Subject only to the proportionate responsibility and liability allocation provisions set forth in Subsections 6.4 below, Licensee hereby agrees to **INDEMNIFY, DEFEND** (upon the City's request), **and HOLD HARMLESS** the City, as well as the City's affiliates and members, including the officers, directors, employees, agents and representatives of each of them (collectively, the "City Parties") from and against all claims, lawsuits, actions, proceedings, losses, costs, damages, injuries, assessments, fines, penalties, liens, reasonable and necessary attorneys' fees, consulting experts' fees and expenses and court costs, or awards of any kind or nature whatsoever, including any loss of or damage to the City's real or personal property or its municipal operations (regardless of whether a third party asserts a claim), and the loss of or damage to any property, or injury to or death of any person, asserted by any person, firm, governmental agency or corporation whomsoever (including, without limitation, Licensee, its employees, invitees, contractors and subcontractors or their employees and the City's employees, invitees and tenants, contractors, subcontractors and their employees, including survivors claiming under the wrongful death statute) that arise out of, or are connected with (1) the installation, construction, testing, cathodic protection, environmental condition or remediation, operation, maintenance, presence, condition, replacement, service, relocation, Removal Work, Restoration Work or removal of the pipeline by or on behalf of Licensee (or one of its contractors, subcontractors or their employees); (2) any activity or operations of or on

behalf of Licensee (or one of its contractors, subcontractors or their employees) on the City's land or rights of way; (3) injury or death to persons coming onto the City's land or rights of way to perform any service in connection with the pipeline; or (4) the escape, release, migration, explosion, burning, inhalation of, or exposure to any substance that was physically transported by or came from the pipeline, or that was caused directly or indirectly by Licensee, irrespective of any of the above circumstances, whether such Liabilities, property loss or damage, personal injury, or death occurs within the limits of the City's land or rights of way or beyond the limits of the City's land or rights of way or such circumstances occurred after the termination or cancellation of this License Agreement (collectively, "Liabilities" and/or "Liability"). **SUBJECT TO SUBSECTION 6.4, THE TERM LIABILITY OR LIABILITIES SHALL INCLUDE LIABILITIES ARISING FROM THE CITY PARTIES' OWN PAST, PRESENT OR FUTURE NEGLIGENCE OR STRICT LIABILITIES, INCLUDING LIABILITIES UNDER CERCLA, RCRA, THE TEXAS WATER CODE OR HEALTH AND SAFETY CODE OR ANY OTHER STATE OR FEDERAL STRICT LIABILITIES LAW OR REGULATION.**

6.4 If either (i) an agreement between the City and Licensee (or their respective insurers) is reached, or (ii) a final, non-appealable judgment or order is issued by a judicial, regulatory, or arbitral body or authority with proper jurisdiction over the subject matter in question is rendered holding that the City was more than ten percent (10%) proportionally negligent for a Liability (including, without limitation, a Liability or Liabilities based on or arising in strict liability, provided that City's status as the past or present owner of the property wherein the pipeline is located shall not be deemed "negligence" of City within the meaning of that term as used in this Subsection), the indemnity obligations of Licensee under Subsection 6.3 and the release obligations of Licensee under Subsection 6.5 shall be limited to the remaining percentage(s) of the Liability not attributable to the City's negligence.

6.5 Subject only to the proportionate responsibility and liability allocation provisions set forth in Subsection 6.4 above, as between Licensee and City Parties, Licensee hereby **RELEASES** the City Parties from and **ASSUMES FOR ITSELF** all Liabilities. Licensee hereby further **RELEASES** the City Parties from and **ASSUMES FOR ITSELF** all Liabilities and other claims, causes of actions, losses, costs, damages or injuries, which are caused by, arise out of or in connection with, or are related to any lapse in or failure to provide security by the City or other persons, acts of terrorism, vandalism, theft, burglary or other criminal acts, war, acts of God, fire, explosion or flood.

6.6 Licensee shall have thirty (30) days after receipt of notice of possible Liabilities to assume and control the defense of such Liabilities at its expense. Any delay in providing notice or tendering the defense of such Liabilities shall not affect or limit the City Parties' rights of indemnity under this License Agreement to the extent that such delay does not result in increased costs incurred in connection with such Liabilities. Counsel selected by

Licensee pursuant to this Section shall be subject to the approval (such approval not to be unreasonably withheld, delayed, or conditioned) of the City. However, the City may elect to defend any possible Liabilities if the City, in good faith, determines that there is a conflict of interest (or a reasonable likelihood for a conflict of interest) between any of the parties involved in the Liabilities (*e.g.*, if the respective negligence of the parties hereto is at issue). Under such circumstances, the City may elect to defend any such Liabilities on its own behalf or the City Parties' behalf. Likewise, if Licensee elects not to defend against any such Liabilities on behalf of the City Parties, then it shall promptly so notify the City and, in such event, the City shall thereupon be entitled, at its option, to assume and control the defense of such Liabilities through counsel of its choice. In the event that either Licensee does not elect to conduct the defense or that the City chooses to control its own defense as provided herein, then within sixty (60) days of receiving a request for payment or reimbursement, Licensee shall pay the reasonable costs and expenses of such defense, including attorneys' fees, if and to the extent required under this License Agreement, and Licensee shall reasonably cooperate with the City in such defense. Notwithstanding anything in this License Agreement, if the City is not controlling the defense of Liabilities, the City may participate in such defense with counsel of its choice at its own expense. Licensee may not settle any Liabilities being defended on behalf of the City without the prior written consent of the City, such consent not to be unreasonably withheld, delayed, or conditioned.

6.7 This Section shall survive the cancellation, termination or expiration of the Term of this Agreement.

7. OTHER CONSTRUCTION/MAINTENANCE WITHIN R.O.W.

7.1 City will use its best efforts to notify Licensee of any proposed construction and/or maintenance to be done by the City or by contract for the City, within the City rights of way involved with this license.

7.2 Notification to Licensee of other construction and/or maintenance permitted by the City and within the City rights of way involved with this license will be the responsibility of the company obtaining said permit.

7.3 Licensee shall mark the location of its lines within forty-eight (48) hours after receipt of such notification of proposed construction.

7.4 Licensee shall maintain a local or toll free telephone number to be called for notification of construction or maintenance and for location of lines. Such number will be provided to the City Public Works Department and will be kept current at all times. This number shall be provided to entities permitted to construct, maintain or excavate within this City right of way and which are required to provide notification of such work. When information has been relayed to Licensee, through the phone number provided, such

contact shall constitute notification for Licensee to provide location of its lines. Failure by Licensee to respond within the required time frame shall alleviate the responsibility of the person(s) requiring the lines to be relocated.

7.5 The City reserves the right to lay, and permit to be laid, sewer, gas, water and other pipes and cables and to do or permit to be done any underground work that may be deemed to be necessary or proper by the City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any said streets. In doing or permitting any such work, the City shall not be liable to Licensee for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Licensee's rights to recover damages against any contractor or third party who may be responsible for damages to Licensee's facilities.

7.6 Whenever by reason of the change in the grade of any street occupied by Licensees' pipeline or construction of a new street or highway along or over said street, or by reason of the location or manner of constructing drainage structures, water pipes, gas pipes, sewers, or other underground construction for any purpose whatever, it shall be deemed necessary by City to relocate, alter, encase, change, adopt or conform the pipeline of Licensee thereto, such change shall be made promptly by Licensee at its cost and without claim for reimbursement or damages against City. If the change is demanded by the City for the benefit of any other person or private corporation, except the City or the Texas Department of Transportation, Licensee shall be reimbursed fully by the person or corporation desiring or occasioning such change for any expense arising out of such change; provided, however, should the change be requested by the Texas Department of Transportation or be required due to construction of a state or federal highway, Licensee will, upon notice from the City, make such change immediately and at its own cost; it being understood that City will not participate in any part of the cost of any change involving relocation, altering, encasing, boring, or changing in any manner of the pipeline where same is in a City street, alley, easement or other right of way.

8. RELOCATION

8.1 At the City's option, not to be unreasonably exercised, and within ninety (90) days after receipt of written notice to Licensee, Licensee, at its own expense, shall relocate the pipeline and any related appurtenances, or such portion of the pipeline as the City may require, along a different route on land of the City to be shown by a drawing of such route to accompany such written notice. In the event of such relocation, all of the terms and conditions herein provided, including the indemnity provisions contained herein, shall apply to the relocated Pipeline. If Licensee fails to relocate the pipeline within the time specified, the City, at its election, may terminate this License Agreement without recourse by Licensee and require the immediate removal of the pipeline as provided by this License Agreement.

9. NOTIFICATION/INSPECTION

9.1 Any and all work to be performed on City rights of way shall be observed and inspected by a City representative. Any work to be performed within the City limits will be subject to periodic inspection to ensure compliance with construction standards.

9.2 Licensee shall provide the City Public Works Department twenty-four (24) hours notice prior to the installation of the lines permitted by this license. Licensee shall also notify the City twenty-four (24) hours prior to any street or right of way crossing. A representative will be scheduled to be present. The expense of such inspection services may be billed to the Licensee and such amounts will be reimbursed to the City.

9.3 Licensee shall notify the Engineering Department at least forty-eight (48) hours prior to completion of work and removal of equipment from the job site to permit the City to make an inspection.

10. PLACE OF PAYMENT

10.1 All payments due to the City hereunder shall be sent by United States mail to:

City of Texas City
Finance Department/Director of Finance
Attn: Laura Boyd
1801 9th Avenue North
P.O. Box 2608
Texas City, Texas 77592

11. NONASSIGNMENT

11.1 This license is personal to the Licensee. It is non-assignable and any attempt to assign this license will terminate the license privileges granted to the Licensee hereunder.

12. PENALTIES

12.1 Failure to abide by all terms stated herein will result in a daily fine of \$2500.00 for non-compliance, not to exceed \$50,000.00. Continued or repeat violations may result in revocation of this License Agreement at the discretion of the City.

13. GOVERNING LAW

13.1 This License Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to its conflict of laws provisions, and shall be binding upon, inure to the benefit of, and is enforceable by the Parties. Venue for any dispute related to or arising out of this License Agreement shall be the district court in and for Galveston County, Texas.

14. TERMINATION

14.1 This agreement is subject to termination if any condition specified herein is not met. This agreement may also be terminated by the Licensee. Either party attempting to terminate this agreement shall give written notice to the other specifying the date of, and the reason for, termination. Such notice shall be given not less than thirty (30) days prior to the termination date therein specified. Any written notice may be effected by person delivery or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed as follows:

City of Texas City
1801 9th Avenue North
P.O. Box 2608
Texas City, Texas 77592
Attn: _____

Name of Licensee:
Air Products LLC
16945 Northchase Ste 800
Houston, Texas 77067
Attn: Land Dept

15. REMOVAL OF PIPELINE

15.1 Upon cancellation and/or termination, the pipeline shall be removed and property restored to a condition acceptable to the City Engineer (and in compliance with all federal and state environmental laws and regulations, occupational safety and health acts and regulations relating to pipelines and all Railroad Commission regulations) at the Licensee's sole expense. In the event of cancellation and/or termination, any and all monies collected for fees associated with this agreement will remain the property of the City. There will be no reimbursements.

15.2 Licensee shall complete such removal and restoration (including filling, compacting and leveling all excavations caused by such removal) (hereinafter call the "Removal Work") within ninety (90) days after the cancellation or termination of this License Agreement. If Licensee fails to complete such Removal Work within the time stated, Licensee shall have a continuing obligation to conduct the Removal Work upon request from the City (regardless of the time period elapsed between the termination of this License Agreement and the City's request to conduct the Removal Work), and the City may (at its option) conduct the Removal Work and Licensee hereby agrees to reimburse the City for the City's reasonable and substantiated cost and expense in conducting such Removal Work (regardless of the time period elapsed between the termination of this License Agreement and the City's actual conducting of the Removal Work). In the event the City conducts the Removal Work and to the extent the City first gives Licensee an opportunity to first conduct the Removal Work with thirty (30) days written notice, Licensee waives any challenge to the cost, expense or the extent of the Removal Work conducted by the City.

15.3 This Section shall survive the termination or cancellation of this License Agreement.

16. PARAGRAPH HEADINGS

16.1 The section and subsection headings used herein are for convenience of reference only, and shall not be deemed to limit any provision hereof.

17. NO WAIVER

17.1 A waiver by any party of any breach or violation of this License Agreement shall not operate or be construed as a waiver of any other or subsequent breach or violation of same.

18. AUTHORITY

18.1 The person executing this License Agreement on behalf of Licensee warrants and represents that such person is duly authorized and empowered to execute and deliver this License Agreement on behalf of Licensee.

Commencement of work on the pipeline by Licensee after the date of this fully executed license shall be construed as evidence of Licensee's acceptance and approval of the conditions above set forth.

WITNESS WHEREOF, the City of Texas City, Texas, has caused these presents to be signed by its Mayor and the seal of the City to be herewith affixed by the City Clerk, this day of _____, 20____.

CITY OF TEXAS CITY, TEXAS

By: _____
Print

Sign

ATTEST:

APPLICANT'S COMPANY NAME:

Air Products LLC

Represented by:
Justin E. Jones
Senior Real Estate Specialist

Print

Sign

EXHIBIT A

Property Description & Pipeline Length

Public Right-Of-Way Description	Linear Feet	Rods
2nd Ave S	1,330.65	80.61
6th St S	99.5	6.03
7th St S	70.79	4.29
Alleys	220.27	13.35
11th St S	70.79	4.29
4th Ave S	516.62	31.31
12th St S	19.8	1.2
5th Ave S	70.79	4.29
13th St S	70.13	4.25
6th Ave S	68.31	4.14
7th Ave S	25.74	1.56
14th St S	311.35	18.87
Total	2,874.74	174.19

Certificate of Insurance is attached.

Licensee's Toll Free Number for Notification - 800-572-6521

RESOLUTION NO. 2023-007

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PIPELINE LICENSE AGREEMENT WITH AIR PRODUCTS LLC FOR THE USE OF SELLING H2; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Air Products LLC is requesting to construct a pipeline for the usage of selling H2 (Hydrogen); and

WHEREAS, the contractor for Air Products LLC will apply for and obtain a permit to construct the pipeline; and

WHEREAS, it is the recommendation of the Public Works Department and Engineering & Planning Department to authorize this Pipeline License Agreement with Air Products LLC with the requirement of an annual fee for permission to have and maintain the pipeline in/on public property and/or public right of way.

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

SECTION 1: That the City Commission hereby approves this Pipeline License Agreement with Air Products LLC.

SECTION 2: That the Mayor is hereby authorized to enter into Pipeline License Agreement with Air Products LLC as described in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 18th day of January 2023.

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: 01/18/2023

Amend Resolution Authorizing the City of Texas City (Police Department) to Submit and Administer an Application for Grant/App 4594101.

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Amend Resolution No. 2022-080 authorizing the City of Texas City (Police Department) to submit and administer an application for Grant/App 4594101 (SH-Bullet Resistant Shield Grant Program) to designate Titilayo Smith, Grants Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

BACKGROUND (Brief Summary)

On September 7, 2022 the Commission approved Resolution No. 2022-080 designating Assistant Police Chief Jess Colwell as the authorized official on behalf of the City of Texas City giving him the power to apply for, accept, reject, alter, or terminate the grant. The grant was applied for and awarded on 12/19/22. Mayor Johnson assigned the duties of the City of Texas City's Grants Administration to Titilayo Smith on 9/27/22. The transition from individual department administration to centralized administration, out of the Mayor's Office, was to be complete by January 1, 2023. In order to give Ms. Smith the authority to alter or terminate this grant the original amendment must be amended, and the amendment submitted to the Texas Office of the Governor.

RECOMMENDATION

It is the recommendation of the Grants Administrator that the Commission approve this amendment in order to allow for an official transition.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2023-008

A RESOLUTION AMENDING RESOLUTION NO. 2022-080 AUTHORIZING THE CITY OF TEXAS CITY (POLICE DEPARTMENT) TO SUBMIT AND ADMINISTER AN APPLICATION FOR GRANT/APP 4594101; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, The City of Texas City, Texas, finds it in the best interest of the citizens of Texas City, Texas, that the SH-Bullet- Resistant Shield Grant Program be operated for the year 2023; and

WHEREAS, the City of Texas City, Texas, agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Texas City assures that the funds be returned to the Office of the Governor in full; and

WHEREAS, the City of Texas City, Texas, designates Titilayo Smith, Grant Administrator, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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, designates Titilayo Smith, Grant Administrator, as the authorized official to apply for, accept reject, reject, alter or terminate the grant on behalf of the applicant agency.

SECTION 2: The City of Texas City approves submission of the grant application for the SH-Bullet- Resistant Shield Grant Program to the Office of the Governor.

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

PASSED AND ADOPTED this 18th day of January 2023.

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

Grant Number: _____4460101_____

CITY COMMISSION REGULAR MTG

(7) (h)

Meeting Date: 01/18/2023

Adoption of Grants Administration Manual

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

It is requested that the Commission consider and adopt the Grants Administration Manual for the City of Texas City.

BACKGROUND (Brief Summary)

On September 27, 2022, Mayor Johnson appointed Titilayo Smith as the Grants Administrator for the City of Texas City, centralizing the administration of over \$55,000,000 in grants received by the City under the Mayor's Office, as well as grant seeking and grant giving efforts. The Mayor set a deadline of January 1, 2023 for the transition of these activities from individual department representatives to the Grants Administrator. The Grants Administrator provides guidance and oversight to City departments in managing their post-award grant administration and reporting processes; and processing any donations received by the City.

The mission of the Grants Administrator is to increase the City's capacity to compete for federal, state, county, corporate, and foundation grant opportunities and to effectively assist in the full life cycle of grant management from application through closeout. The aim is to increase grant revenue, limit the City's exposure to any grant related legal liability, and improve the overall efficiency and impact of programs and services funded through grant dollars.

The Grants Administrator utilizes eCivis, a leading grants management system designed for state and local governments and school districts. The software allows the Grants Administrator to search and analyze a comprehensive listing of federal, state, and foundation grant opportunities. All Department Heads and Subject Matter Experts (SMEs) have access, and the ability to utilize eCivis.

The Grants Administration Manual outlines the centralization process.

RECOMMENDATION

It is the recommendation of the Grants Administrator that the Commission adopt the City of Texas City's Grants Administration Manual.

Fiscal Impact

Attachments

Grants Administration Manual
Resolution

THE CITY OF TEXAS CITY

Grants Administration Manual



GRANTS ADMINISTRATOR

The City of Texas City's Grants Administrator is situated within the Mayor's Office and is tasked with centralizing the City's grant seeking and grant giving efforts; providing guidance and oversight to City departments in managing their post-award grant administration and reporting processes; and processing any donations received by the City.

The mission of the Grants Administrator is to increase the City's capacity to compete for federal, state, county, corporate, and foundation grant opportunities and to effectively assist in the full life cycle of grant management from application through closeout. The aim is to increase grant revenue, limit the City's exposure to any grant related legal liability, and improve the overall efficiency and impact of programs and services funded through grant dollars.

The Grants Administrator utilizes eCivis, a leading grants management system designed for state and local governments and school districts. The software allows the Grants Administrator to search and analyze a comprehensive listing of federal, state, and foundation grant opportunities.

Plases note: All City of Texas City grant applications must be submitted by the Grants Administrator. This not only ensures that the submitted requests align with the established City's priorities; it can help avoid duplicate requests to the same funder. Further, all local foundation requests and meetings will be facilitated by the Grants Administrator.

Grants Administrator:

Titilayo Smith

409-643-5731-o

409-502-4401-c

tsmith@texascitytx.gov

Webpage:

<https://www.texascitytx.gov/1045/Grants-Administration>

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INTRODUCTION

Grant funds received by the City of Texas City support important programs and services that the City provides to our community. These funds allow the City to extend pre-existing services, introduce new initiatives, gain technological advances, and subsidize programmatic staffing and equipment. Grant funds are dispersed throughout many City departments and impact a variety of efforts, including public safety, economic development, community development, technology, recreation, and infrastructure improvement, among many others. Because grant funding allows the City to leverage local public funds to extend and enhance the services it offers to the community, the impact of grant funding upon the City of Texas City is significant.

The purpose of this Grants Manual is to guide City employees through the grant seeking and post-award processes for all departments, allowing us to achieve our mission more fully. The policies and procedures contained herein are intended to foster exceptional stewardship of the public trust through a rigorous adherence to ethical standards associated with grant related activity.

The policies and procedures laid out in this Grants Manual aim to achieve the following:

- Ensure that all grant related activity is consistent with the strategic priorities of the Mayoral administration.
- Ensure the integrity of the City's good standing among grantmaking entities, from local foundations to Federal agencies and everything in between.
- Ensure accountability for financial and programmatic elements of grant management, as well as the detection and mitigation of potential grant related problems.
- Serve as a resource for all steps of the grant's lifecycle including grant seeking, post-award management, and closeout for all City departments; and
- Centralize grant seeking and management to promote collaboration and coordination of the grants process between City departments.

If specific direction relative to grants cannot be located in this policy, please refer to existing City of Texas City policies and procedures or contact the Grants Administrator for assistance.

DEFINITIONS

Administration – Primarily the responsibility of the Grants Administrator; includes the collective grant activities from completing an application to completing all the closeout requirements for the award.

Application Package – A group of specific forms and documents for a specific funding opportunity which are used to apply for a grant.

Award – An approved application for financial assistance that provides support or stimulation to accomplish a public purpose.

Catalog of Federal Domestic Assistance (CFDA) number – The number assigned to a Federal program in the CFDA. CFDA provides a full listing of all Federal programs available to State and local governments.

Closeout – The process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in § 200.343 Closeout of the OMB Uniform Grants Guidance.

Code of Federal Regulations (CFR) – A codification of the rules governing federal assistance programs published in the Federal Register.

Contract – An executed agreement for procurement of funds, goods, services, or other assistance with specific obligations per the terms of an award and applicable federal, state and local regulations.

Cost Sharing or Matching – The portion of project costs not paid by grant funds. Represents a contribution based on overall costs of a project or activity provided by the grantee or by third parties from sources other than the grant funds. Can be a “cash match” of money or “in-kind match” of personnel, supplies, services, equipment, or other property.

Federal Awarding Agency – The Federal agency that provides a federal award directly to the governmental entity for which the City serves as a subrecipient.

Financial Management – Primarily the responsibility of the Finance Department. This includes, providing technical and management assistance to the Grants Administrator, coordinating the City-wide Single Audit, submitting reimbursement request to grantors where determined appropriate and practical by the Finance Department, and coordinating the City-wide physical inventory of grant-funded equipment.

Funding Period – The period when federal funding is available for obligation by the recipient.

Grant – An award to carry out a valid purpose under terms established by the grantor/awarding agency depending on the type of award and applicable federal, state and local regulations.

Grant Management – Primarily the responsibility of the Grants Administrator. This includes seeking grants where applicable and practical and where benefits of the grant exceed the cost of administering the grant, obtaining City Commission approval needed to apply for a grant, submitting requested documentation to the Finance Department, complying with requirements of the grant agreement, monitoring the grant program activities, and cooperating with the Finance Department to fulfill auditor requests and complete the City-wide physical inventory of grant funded equipment.

Grantee – A City Department or organization receiving financial assistance directly from an awarding agency to carry out a project or program, also referred to as a recipient or subrecipient.

Grantor – Entity providing financial assistance in the form of an award, also referred to as the sponsor or awarding agency.

Office of Management & Budget (OMB) – An Executive Office of the President of the United States responsible for issuing circulars to establish uniform standards for administrative and financial regulations for government granting agencies.

Pass-Through Entity – A non-Federal entity that provides a subaward to the City (as subrecipient) to carry out part of a federal program.

Schedule of Expenditures of Federal Awards (SEFA) – a supplementary Comprehensive Annual Financial Report (CAFR) schedule that includes the name of the Federal grantor agency or organization, the official program title of the Federal award, the applicable CFDA number for each award, the grant number assigned by the Federal awarding agency, and current year expenditures (both directly incurred by the City and passed through to subrecipients).

Single Audit – A financial, internal control and compliance audit established in OMB circular A-133 for entities that collectively expend \$750,000 or more of Federal assistance in a fiscal year.

Subaward – An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity.

Subrecipient – A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program.

Grant Checklist

Pre-Award

- ✓ Identify a grant opportunity or funding need.
- ✓ Meet with Grants Administrator to evaluate opportunity, discuss timeline, and assign roles.
- ✓ Department Subject Matter Experts (SME) provides necessary information to Grants Administrator for inclusion in the application.
- ✓ Grants Administrator will submit application.
- ✓ Grants Administrator will notify department when award is approved or denied.

Post Award

- ✓ Grants Administrator will contact department to schedule grant execution meeting.
- ✓ Department SME works with the Grants Administrator to draft legislation to be presented to Commission.
- ✓ Grants Administrator and department SME attend City Commission meeting regarding the grant.
- ✓ Grant is signed by Mayor.
- ✓ If required, the Grants Administrator, City Attorney, and department SME will draft partner agreements to be signed by interested parties.
- ✓ Grants Administrator will notify Finance Department when to expect funds from grantor.
- ✓ Submit any progress and financial reports for funder to Grants Administrator.
- ✓ Prior to any major budget or project changes, contact Grants Administrator.
- ✓ Submit close-out documentation, including final reports, to Grants Administrator for submission to Finance Department (if applicable) and grantor.
- ✓ Per grant agreement, retain necessary documentation for an audit.

PART 1: GRANT SEEKING

I. GRANT SEEKING PROCESS OVERVIEW

The Grants Administrator aims to help departments to both find and apply for grant opportunities, thereby allowing each department to expand its overall capacity without placing greater burden on the City's Operating and Capital budgets. To do this, the Grants Administrator must have knowledge of all departmental needs that may be met through grant funding. Understanding a department's needs and priorities will allow the Grants Administrator to conduct research to find possible grant opportunities that suit its needs.

The following methods will be used to match departmental needs with grant opportunities:

- I. Annual meetings with departments
 - As part of the yearly formation of the City's Operating and Capital budgets, the Grants Administrator will meet with departments during their annual budget formation meetings to identify the current needs and priorities of the department. These identified priorities will inform regular searches of our grants database. Department heads and the designated grants liaisons for each department will be notified throughout the year as promising new grant opportunities are identified.
- II. Ad-hoc grant seeking
 - At any time during the year, all City employees are encouraged to bring new ideas or initiatives to the Grants Administrator. In these cases, the Grants Administrator will work to match the idea to existing grant opportunities and add the information to the internal department priority lists.

Once a grant opportunity is identified, the Grants Administrator will work with the department head or application team to complete a high-quality application for submission prior to the deadline.

II. IDENTIFYING A GRANT OPPORTUNITY

You may have a great idea for a new program, or your department might be in need of a piece of equipment. However, the City's Operating or Capital Budgets are not always realistic sources of funding for new purchases or initiatives. Fortunately, the Grants Administrator is here to help you identify grant opportunities that match your specific needs.

The process below will be followed for all new requests brought to the Grants Administrator:

- I. Departments contact the Grants Administrator with a specific need (i.e. new unfunded program, equipment purchase, etc.).
- II. The Grants Administrator will use eCivis, an online grants database, and funding expertise to locate the most appropriate grant opportunities.
- III. If a promising grant opportunity is located, an initial grant evaluation meeting will be scheduled with the department and the Grants Administrator.
- IV. If the Grants Administrator is unable to identify promising grants immediately, a notification is set up in eCivis that will send an alert when relevant funding opportunities become available.

HOW GRANT OPPORTUNITIES DIFFER

Foundation Grants: Local and national foundations exist to give away monies from their endowments to programs of specific interest to their founders or board of directors and/or to benefit specific locations or populations. They make decisions following only their own bylaws. As such, requests for funding from foundations should reflect the unique priorities of each organization. Funding requests from local foundations will need to be evaluated and approved by the Mayor's Office before an application can be submitted. ***Notify the Grants Administrator at least 2 weeks prior to the application deadline.***

Corporate Grants: Corporate philanthropies are private funders who are endowed by corporations, and in some cases even receive a designated percentage of profits each year to give away. They too make funding decisions based on their own bylaws, which often dovetail with the sector in which the associated corporation operates. Usually, a corporation's website will detail its grant making priorities and application guidelines. ***Notify the Grants Administrator at least 2 weeks prior to the application deadline.***

State Grants:

The State of Texas offers several grant opportunities for municipalities through various agencies. These grants cover a wide variety of subject matter including environmental issues, transportation funding, economic development, and historic preservation. ***Notify the Grants Administrator at least 1-month prior to the application deadline.***

Federal Grants:

The most time-consuming and competitive opportunities, Federal grant applications are substantial undertakings that can require project teams working upwards of 3 months to successfully complete. These grants often provide very substantial funding for longer-term initiatives, pilot projects, equipment, infrastructure-related projects, etc. that may be too costly to otherwise fund. These opportunities are often offered through the relevant agencies like the Department of Agriculture (USDA), Department of Education (DoED), Department of Housing and Urban Development (HUD), etc. ***Notify the Grants Administrator at least 1 month prior to the application deadline.***

III. APPLYING FOR A GRANT

Once a grant opportunity has been identified, the Grants Administrator will schedule a meeting to evaluate the competitiveness of a possible City of Texas City application. During the meeting, the following steps will be completed by the Grants Administrator, Finance, and department representatives:

- I. Review the application material in-depth.
- II. Identify all content and application components that must be developed for a successful application.
- III. Identify financial implications
 - Total anticipated project cost
 - Match requirements and sources
 - Partner organizations/sub-contractors
 - Staffing requirements (including salary and benefits increases for multi-year grants)
 - Documentation of a clear continuation plan*
- IV. Identify programmatic implications
 - Alignment with Mayoral administration's strategic priorities

- Alignment with the department's goals
- Department's capacity to administer the programmatic, financial, and administrative aspects of the grant

*In evaluating grant opportunities, departments are required to develop continuation plans prior to applying for grants. The plan should address strategies for sustaining grant funded programs should funding be reduced or terminated. Departments must plan responsibly for either termination or reduction of the program, or, plan to seek alternative sources of funding. Departments must understand that grants are temporary and additional costs cannot be absorbed by the City's operating budget.

Upon reviewing the factors above, a decision will be made regarding whether to pursue the grant opportunity. The process below will be followed to determine the next steps for all grant opportunities:

- I. Reach a joint decision on whether the opportunity should be pursued
- II. Develop an application timeline, assign tasks, and, if necessary, identify a larger project team to aide in application development
- III. Schedule any necessary follow-up meetings

The process of assembling a grant application can vary greatly, as can the time commitment necessary to complete a competitive application. Keep in mind, the Grants Administrator is always available as a resource, but departmental staff must be active contributors to the application to provide the necessary technical and operational expertise and knowledge. The following can be expected from the Grants Administrator during the application process:

- Attend regular project team meetings and provide expertise and feedback.
- Writing and editing assistance.
- Assist with securing letters of support to be included with the grant application.
- Offer guidance on best practices for developing budgets, logic models, and other commonly required application components.

COMMON APPLICATION COMPONENTS

While each grant opportunity will have specific requirements, this section is intended to provide information that can be applied to all grant pursuits in general.

Writing an Executive Summary: The abstract or executive summary is a brief, page-limited overview of what the grant reviewer will find in the full grant application. Brevity is important - this section should be no longer than one page unless the guidelines indicate the need for a two-page summary. It is recommended to write the abstract or summary after the entire grant application narrative is written. Always follow the funder's guidelines regarding word or line limits and the structure of the abstract or executive summary.

Developing a Budget: The budget should contain two parts: (1) a budget and (2) a budget narrative. The budget will include a list of all line items and the specific dollar amounts, as well as a total cost for all expenses. The budget narrative is the more detailed, written explanation of how the monies will be spent if the project is funded. This section will explain and justify the calculations used to arrive at the budget figures.

Coordinating a Letter of Commitment or Support: A letter of support comes from a partner organization and states that the partner is committed to providing leveraging assets to your grant funded program when funded. Partner organizations can commit to providing cash, facilities, technical assistance, equipment, supplies and materials, or loaned staff. Ask for letters of support from affiliates early in the planning process (*Note: the number of support letters required will vary*). In addition, letters of support can be written by local elected officials or organizations that underline their favorable opinion of the projects without specifically committing resources or funding to the proposal.

Creating a Logic Model: The Logic Model is a graphic blueprint of the key elements of a proposed program. It looks at inputs, activities, outputs, outcomes, and impacts. If you live and work in the world of grants, avoiding the Logic Model is difficult. Many different funders require a Logic Model in the program design of the grant application narrative.

See the Appendix for a sample budget, Commission resolution, and logic model. In addition, the Grants Administrator website is a resource for additional grant application tools.

IV. APPLICATION SUBMISSION

Prior to grant application submission, the application must be reviewed by the Grants Administrator. The goal is to ensure that program and application materials align with established City priorities, meet the City's document quality standards, have matching funds available (if required), and that the means for continuation of the project or program after the grant period ends have been given realistic consideration.

The Grants Administrator is responsible for ensuring that the pre-application assessment factors noted above have been evaluated and completed prior to submission.

The process below will be followed prior to submitting your grant application:

- I. Departments provide the Grants Administrator with all relevant application materials to review and authorize prior to submission.
- II. The Grants Administrator verifies any necessary information with department heads, Finance, and the Mayoral administration.
- III. Obtains City Commission approval needed to apply for and accept grant funds. Applications for grant funds up to \$50,000 require Mayor approval; over \$50,000 requires City Commission approval. *Thresholds are consistent with the City's purchasing guidelines.*
- IV. Grants Administrator then submits the application following the procedures laid out by the funder.
- VI. Grants Administrator sends a copy of the entire request (including all attachments and supporting documentation) to the Department which retains a digital copy of the application and supporting materials for future reference.
- VII. Grants Administrator submits a copy of the application and supporting documents to Finance at the time of application submission to the Grantor.
- VIII. Notify Department when award is approved or denied.

PART 2: POST-AWARD GRANT MANAGEMENT

I. GRANT NOTIFICATION AND ACCEPTANCE

Once the Grants Administrator and/or department is notified that grant funding is awarded, the department calls the Grants Administrator to schedule a grant execution planning meeting. ***In some cases, grant awards require a quick turnaround to execute grant agreements. The Grants Administrator will work with departments to meet funder deadlines.*** Oversight of this process is critical to ensure that the interests and responsibilities of the City are met.

Throughout the grant cycle, the department is required to:

- Implement the project or program
- Achieve the stated goals and objectives outlined in the grant contract
- Comply with grantor's terms and conditions
- Meet agreed upon deadlines
- Adhere to the stated budget
- Maintain appropriate records
- Meet financial and programmatic reporting requirements
- Communicate the results of the program or project to the grantor and Grants Administrator

The process below will be followed for all grant award acceptance:

- I. The Grants Administrator will begin the process of formally accepting the funds.
- II. Upon receipt of the notice of the grant award, Grants Administrator and City Attorney review the grant agreement (including grant requirements), and forwards all information to Finance for tracking the grant and filing in the grant file.
- III. A unique number for the grant will be assigned by the Finance Department for use in Munis, the City's accounting system, in managing deposits and expenses related to the grant. This number will also be used as part of sections 1 and 2 of the resolutions for Commission.
- IV. The Grants Administrator will assist departments in the drafting of legislation to be submitted to City Commission. Authorization to accept and expend an award must be approved by City Commission through the legislative process.
- V. Once the Commission has approved acceptance, the Grants Administrator will forward the grant documentation to the Mayor for signature. Grant awards will need to be signed by the Mayor in order for them to be accepted by the grantor and become a fully executed agreement. The Grants Administrator will then send executed agreements back to the departments. Grant agreements may require additional signatures depending on the funder, which could include a department director and the Legal Department. **Pay attention to the deadline to accept a grant. Some grant award acceptances require a quick turnaround.**
- VI. The Grants Administrator is responsible for sending executed and signed grant documentation to the funder. This is usually a paper file but may be electronic. Upon receipt, the grantor will sign the final award document (executed award) and send it back to the Grants Administrator. When copies are received, the Grants Administrator will forward copies to the Department, Finance, and the City Secretary.

Partner Organizations: There may be circumstances in which the City of Texas City will partner with an outside organization. For example, the City is often approached by local non-profits, authorities, and other agencies to serve as the lead applicant for grant opportunities that are only open to municipalities. **As the lead applicant, the City assumes all the responsibilities for the grant, and must contract with the secondary organization.** In the case of all partnerships, a Memorandum of Understanding (MOU) between partner organizations is required.

A MOU is a document which outlines each organization's roles and responsibilities in fulfilling the grant requirements. The City Attorney will be instrumental in writing the agreement, which will then be folded into the process of accepting the grant award. At the time when legislation is presented, the MOU will also be included in the accompanying resolution.

II. MANAGING THE GRANT

Once grant funding is awarded and accepted, departments assume responsibility for accurately expending grant funds in accordance with the budget as well as implementing the scope of work for the project. There are unique financial and implementation requirements for every grant, which will be laid out in the award documents. The Grants Administrator is available to assist with any questions about these requirements.

The process below will be followed for managing a grant:

- I. In conjunction with the Grants Administrator the department will create a Grant Implementation Plan that identifies the goals and objectives to be achieved, the project timeline, milestone events, an anticipated expenditure schedule, and roles and responsibilities. The purpose of this policy is to ensure that all grant funded programs or projects are managed according to the terms set forth in the grant agreement, the City of Texas City Grants Manual, and other applicable City policies and procedures.
- II. The Grants Administrator must request payment from the funder if payment is not received up front. The specific payment method will be disclosed in the executed agreement. A request for payment will be submitted through the Grants Administrator via eCivis.
- III. Expenditures go through the City's regular approval process in Munis.
- IV. Departments are required to submit timely progress and financial reports that are outlined in the final grant agreement. Timely submission is necessary to avoid audit findings and ensures the City remains in good standing with all funders. Untimely submission of reports can jeopardize future funding requests and hold up payments for the City of Texas City via the same funding agency. Copies of reports will be sent to the Grants Administrator.
- V. Notify the Grants Administrator of any budget or programmatic changes to the Grant. Funders must approve any significant budget or programmatic changes through a written request, including award extensions. The grant agreement is a formal contract, so any changes need to be agreed on by both parties. For example, if an item costs significantly more or less than what was entered in the budget, if there is a change of staff, or a change in project scope, departments will need funder permission to implement changes. If a modification request is not submitted, it is likely that grant funds will need to be returned (to the Grantor) or they will not be reimbursed.
- VI. Requests for Proposals (RFPs) for vendors need to be coordinated with the Grants Administrator to ensure RFPs are in line with the grant award. If this is a Federal grant, the Department must search the System for Award Management (SAM) website to ensure any sub-awardees, or the vendor is not debarred or suspended.

VII. For purchases and contracts \$50,000 or more (cumulatively in any fiscal year), the City does not enter into contracts or procure goods from vendors or contractors that are suspended or debarred. **Purchasing checks suspension and debarment for every requisition \$50,000 and above. This test will be done for all Federally Funded items that come through Commission. Additionally, a suspension and debarment clause is included in the Standard Terms and Conditions for purchase orders and contracts. The same is now included in the Instruction to Bidders in the Project Manual.**

VIII. City procurement policies must be followed when procuring goods or services with grant funds.

IX. Federal procurement regulations must be followed when procuring goods or services with Federal funds, including completion of the (1) Independent Estimate Determination Form and (2) Cost or Price Analysis (Reasonableness Form) if the procurement is \$250,000 or more. These forms will be completed by the department SME.

UNIFORM GRANT GUIDANCE – FEDERAL PROCUREMENT RULES (effective 10/1/2018 per *CFR § 200.320*)

Methods of procurement under Federal Awards. Note that City thresholds are more conservative and therefore are noted in place of Federal thresholds.

Purchase Type	Characteristics & Requirements	Written policies and procedures for: <ul style="list-style-type: none"> ● Procurement standards ● Conflicts of interest in procurement ● Allowable cost standards
Below \$50k (City threshold)		
Micropurchases	<ul style="list-style-type: none"> ● Under \$3,000 (City threshold) ● No bid or quote process required ● No cost or price analysis required ● Should be distributed among a range of qualified vendors ● Use interentity agreements where applicable 	
Small purchases	<ul style="list-style-type: none"> ● Under \$50,000 (City threshold) ● Price or rate quotes required from an adequate number of sources ● Should be distributed among a range of vendors ● Use interentity agreements where applicable 	
Equal to or above \$50k (City threshold)		
Sealed bids	<ul style="list-style-type: none"> ● Typically used for construction contracts ● Bids must be publicly solicited ● Two or more bidders are willing and able to compete and qualified to do the work ● Complete, adequate, and realistic specification or purchase description is available ● Firm fixed-price contract is feasible; a bidder can be selected based on price ● Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids ● Invitation for bids must be publicly advertised ● Bids will be opened at the time and place prescribed in the invitation for bids and the bids must be opened publicly ● A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder ● Any or all bids may be rejected if there is a sound documented reason 	
Competitive proposals	<ul style="list-style-type: none"> ● Requests for proposals must be publicized and identify all evaluation factors and their relative importance ● Proposals must be solicited from an adequate number of qualified sources ● Written method of evaluation, considering price as well as other factors advantageous to the program 	
Below, equal to, or above \$50k (City threshold)		
Noncompetitive proposals	Falls into one or more of these four circumstances: <ul style="list-style-type: none"> ● Item available only from a single source ● Public exigency or emergency won't permit a delay resulting from competitive solicitation ● Expressly authorized by the awarding agency or pass-through entity ● Competition is determined to be inadequate after solicitation 	

Independent Estimate *and* Cost or Price Analysis

At or above the Federal simplified acquisition threshold of \$250,000, organizations are required to document their cost and price analysis as well as the criteria by which you selected a vendor. Even though one source is available for the purchase, the Independent Estimate Determination and Contract Cost or Price Analysis must be performed to ensure reasonableness. The requirements relating to these analyses follow.

Questions	Independent Estimate and Determination	Contract Cost or Price Analysis
Why is analysis required?	Code of Federal Regulations §200.323 requires documentation of an independent estimate reached.	Code of Federal Regulations §200.323 requires documentation of a cost analysis or price analysis.
When does analysis apply?	For every procurement action at or above \$250,000	For every procurement action at or above \$250,000
When should analysis be performed?	BEFORE receiving bids or proposals or BEFORE receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative.	AFTER proposals or quotes are received <u>but</u> BEFORE the contract is awarded.
What is the purpose of the analysis?	Used to document the City's estimated range of fair and reasonable costs for the goods and/or services to be acquired and to document the analysis PRIOR to seeking bids, proposals, or quotes.	Demonstrates that the procurement process was conducted in an open and fair manner and that the City received the most advantageous price.
What do I do with the analysis once completed?	Submit completed form to the Purchasing Manager, or designee, for approval. Once approved, submit completed and signed form to the Grants Compliance Team for retention with the grant file.	Submit completed form to the Purchasing Manager, or designee, for approval. Once approved, submit completed and signed form to the Grants Compliance Team for retention with the grant file.

Contract Provisions for Contracts Under Federal Awards

In addition to other provisions required by the City, all contracts made by the City under Federal awards must contain provisions covering Appendix II to Part 200 of the CFR. See these provisions in the table below.

The City is addressing this requirement as follows:

Adding to the Standard Terms and Conditions that accompany every contract and purchase order the following: City of Texas City agreements made under a Federal Award as defined in the CFR will adhere to the provisions described in 2 CFR § 200.326 Appendix II to Part 200.

<ul style="list-style-type: none"> • Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
<ul style="list-style-type: none"> • Contracts more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis for settlement.
<ul style="list-style-type: none"> • Contracts that meet the definition of "federally assisted construction contract" must include the equal employment opportunity clause.
<ul style="list-style-type: none"> • Construction contracts more than \$2,000 must include a provision for compliance with the Davis-Bacon Act.
<ul style="list-style-type: none"> • Contracts more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 W.S.C. 3702 and 3704.
<ul style="list-style-type: none"> • Contracts entered into with a small business firm or nonprofit organization and the Federal award meets the definition of "funding agreement," must comply with the requirements of 37 CFR Part 401.
<ul style="list-style-type: none"> • Contracts more than \$150,000 must contain a provision that requires the non-Federal award to agree to comply with the Clean Air Act and the Federal Water Pollution Control Act.
<ul style="list-style-type: none"> • Contracts must not be entered into with parties listed on the government-wide exclusions in the System for Award Management (SAM).
<ul style="list-style-type: none"> • Contracts that apply or bid for an award more than \$100,000 must file the required certification regarding the Byrd Anti-Lobbying Amendment.

- X. The Grants Administrator will assist Finance with the City-wide physical inventory of Federally funded equipment, required by CFR §200.313(d)(2) of the Uniform Guidance, at least once every two years. *Required for Federally funded assets.*

Cash management and payment: Grants Administrator ensures that the vendor is paid within 30 calendar days after receipt of the billing (2 CFR §200.305(b)(3)) or as required in the grant documents. If the 30 calendar days is not met due to a discrepancy or billing dispute, this is documented in the grant file. For Federal awards, being paid on a reimbursement basis minimizes the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the City (2 CFR §200.305(b)).

Allowability of costs: Ensure costs meet the following general criteria to be allowable under Federal awards per 2 CFR §200.403:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- (c) Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-Federal entity.
- (d) Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- (f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally financed program in either the current or a prior period.
- (g) Be adequately documented. See also 2 CFR §200.300 Statutory and national requirements through §200.309 Period of performance of this part.

III. SUBRECIPIENTS AND SUBAWARDS

A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A subaward is an award made by a pass-through entity to a subrecipient for the purpose of carrying out a portion of the work funded by the pass-through entity's Federal award. The pass-through entity may use any form of legal agreement for making a subaward, including an agreement that the pass-through entity considers a contract. A subaward is not a contract by which the non-federal entity (i.e., the recipient or a subrecipient) enters into an agreement with an entity to purchase property or services needed to carry out the project or program under a Federal award. Here are some best practices:

- Require subrecipients to include in their applications a time-phased milestone plan of action based on clearly stated accomplishments defined in the proposal.
- Integrate budget line items into the performance plan.
- Require performance/progress reports and supporting documentation with monthly invoices. Performance reports should discuss:

- Milestones achieved/to be achieved;
- Any significant problem, issues, or concerns;
- Timely accomplishments and delays, and
- Actual cost incurred compared to each budget line item with variances explained.

Departments are responsible for collecting close out documentation from the subrecipients, reviewing it, checking for accuracy, and submitting to the Grants Administrator for final submission.

IV. CLOSE-OUT PROCEDURES

As grant awards come to an end, final documentation is required to be submitted for final close-out. This documentation will usually include a final financial statement and a final programmatic report.

The following process will be followed for grant award closeout.

- I. The Grants Administrator will meet with departments three months prior to the end of grant close-out period to discuss any procedures and/or developments and to ensure submission of final paperwork.
- II. If a MOU was included in the grant paperwork, the Grants Administrator will also ensure that all paperwork from the partner organization is submitted.
- III. Departments will submit all closeout documentation to the Grants Administrator for future reference.
- IV. The Grants Administrator will coordinate with Finance on any financial information and reporting needed.
- V. Finance processes the final financial grant closeout report and issues the Single Audit Report in tandem with the CAFR.

V. AUDITS/SITE VISITS

Departments should contact the Grants Administrator immediately in the case of an audit, site visit, or desk review. The Grants Administrator will notify Finance and provide reports issued from external reviews.

An independent review of the City of Texas City grant-related records in the form of an audit can take place at any time. The goal of an audit is to ensure that the City has fully complied with all requirements of a given grant agreement and to verify the accuracy of all associated financial records. Some audits are predictable and take place on a regular basis, while other audits are performed by funders on an ad-hoc basis. The possibility for a grant audit always exists, which underscores the importance of record retention (see section VI. below for details).

The Single Audit is a yearly review overseen by the Finance Department and conducted by an outside entity. Auditors review all Federal grants as well as any grants in which the source of funds originated from the Federal government. The audit includes all expenditures and receipt of payments for all relevant grants. The Grant Administrator will provide all necessary documents to Finance for review and technical support during the Single Audit review performed by the external auditors.

Content Requirement for Single Audit Reports

In accordance with Uniform Guidance and annual Compliance Supplements issued by the OMB, the Single Audit is intended to be the basic financial and compliance audit of a federal and state assistance program. The auditor report shall include, at a minimum, all the following elements:

- The basic financial statements.
- The SEFA showing the total federal expenditures for the fiscal year for each financial assistance program, both directly incurred by the City and passed through to subrecipients.
- An auditor's opinion on the basic financial statements, with notes, and an opinion whether the SEFA is presented fairly in all material respects in relation to the financial statements as a whole.
- Scope of testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing.
- For major federal award programs, an auditor's opinion on compliance with the requirements of the Single Audit Act, as amended, and the Uniform Guidance.

If the City is the pass-through entity for Federal funds (i.e., City passes Federal funds to a subrecipient), the department collects and reviews audit reports of subrecipients, issues management decisions on audit findings, and ensures the subrecipient takes any necessary corrective action.

VI. DOCUMENT RETENTION / REPORTING

Grant documentation must be kept a minimum of five years past the official close of the grant. However, if any equipment was purchased, then the grant records must be retained for five years from the date of transfer, replacement, sale, or disposal of the equipment. If the grant is re-opened due to an audit, the five years starts from the end of the audit. All records must be retained including receipts, any spreadsheets, grant award documentation, required forms, etc.

Finance prepares and retains the SEFA, the list of subaward amounts, the Data Collection Form for the Federal Audit Clearinghouse and the reconciliation to the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30.

PART 3: DONATIONS

I. DEFINITIONS

Donations or gifts are made to the City without expectation of goods, services, or significant benefit or recognition in return. Donations may be in the form of monetary (cash) or in-kind contributions of products, services, investment securities, real property (e.g., land), or any combination thereof. Donations that, if accepted, would require the City to submit an application or oblige the City to enter a service, procurement, or other arrangement shall not be considered for a donation.

There are two types of donations:

- Restricted donations are designated for a particular City department, location, or purpose.
- Unrestricted donations are given to the City without any limitations placed on its use.

II. PROCEDURES

The following process will be followed for donation.

- I. All donations or gifts to the City shall immediately be submitted for consideration for acceptance. A Donation Acceptance Form is required to be completed by the receiving Department Head or the Finance Department for all donations provided to the City.
- II. Based on the value of the donation offered as outlined below, appropriate City staff shall review each donation and determine if the benefits to be derived warrant the acceptance of the donation.
 - Offers of cash or items or services valued at \$500 or less shall be approved at the discretion of the Finance Department, and all donations, regardless of amount shall be properly recorded and appropriated.
 - Donations of cash or items or services valued at more than \$500 and less than \$5,000 shall be approved by the City Commission through a read and adopted process with a single vote after review by the Finance Department.
 - Donations of cash or items or services valued at more than \$5,000 shall be submitted via resolution to City Commission for acceptance after initial review by the Finance Department.
- III. The appropriate City staff or Commission members will review the conditions of any restricted donation and determine if the benefits to be derived warrant acceptance of the donation.
- IV. All donations or gifts will receive recognition commensurate to the level and nature of the donation, as determined by the City. Regardless of the method of recognition selected, the intent shall be to appropriately honor the donor for their contribution to the community. Acknowledgement of the donation shall be in writing and be the responsibility of the Department Head who is the primary beneficiary of the donation. A copy of the acknowledgement shall be provided to the donor(s).
- V. Upon receipt of the donation:
 - Physical items will be distributed to appropriate City departments for use, or at the discretion of the Department Head or the Finance Department, disposed of in an appropriate manner according to this operating policy.
 - Monetary donations for restricted purposes will be deposited into the appropriate account.
 - Monetary donations for unrestricted purposes will be deposited into the General Fund unless otherwise determined by a majority of Commission through a formal motion.
- VI. A copy of each Donation Acceptance Form for accepted donations shall be maintained for information by the Finance Department and the designated department for which the donation was assigned.

The City of Texas City may decline any donation without comment or cause if, upon review, acceptance of the donation offer is determined to not be in the best interest of the City.

APPENDIX

Sample Budget:

REVENUE	YEAR 1	YEAR 2	YEAR 3	TOTAL
TBD	\$ -	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -
EXPENSES				
PERSONNEL				
Full-Time Salaries	\$ -	\$ -	\$ -	\$ -
Full-Time Benefits (30%)	\$ -	\$ -	\$ -	\$ -
Part-Time Wages	\$ -	\$ -	\$ -	\$ -
<i>Personnel Total</i>	\$ -	\$ -	\$ -	\$ -
NON-PERSONNEL				
Equipment & Supplies	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -
Communications	\$ -	\$ -	\$ -	\$ -
Food/Refreshments	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Promotional Items	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Rental Fees	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
<i>Supplies Total</i>	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -

Sample Resolution:

Resolution authorizing the Mayor and Director of [department, ex. "Department of Public Works"] to execute relevant agreements to receive grant funding to support [brief summary of how the grant purpose] and further providing for an agreement and expenditures not to exceed the written amount of grant [dollar amount of grant award, ex. "\$50,000"] dollars for this stated purpose.

Be it resolved by the Commission of the City of Texas City as follows:

Section 1. The Mayor of the City of Texas City is authorized to execute relevant agreements with the [name of grantor] to receive a grant award of written amount of grant [dollar amount of grant award] for the [brief summary of how the grant funds will be used] in the City. Monies from the grant agreement shall be deposited into the Grant Funds account [insert account number here].

Section 2. The Mayor of the City of Texas City is further authorized to enter into an Agreement, or Contract, or utilize existing Agreements or Contracts and not to exceed written amount of grant [dollar amount of grant award] dollars, [brief summary of how the grant purpose] under the terms of the agreement between the City and the Grantor [name of grantor]. Said agreement or agreements, contract or contracts, or expenditures shall not exceed written amount of grant [dollar amount of grant award] dollars chargeable to and payable from the Grants Fund account [insert account number here].

Logic Model

A logic model (also referred to as *a Theory of Change*) is used to evaluate the effectiveness of a program. Logic models help us summarize key elements of a program, explain the rationale behind certain program activities, and more clearly explain our intended outcomes. Funders of all types request logic models, so, it's crucial to understand how they work. Below is an example:

INPUTS	STRATEGIES	OUTPUTS	INTERMEIDATE OUTCOMES	LONG-TERM OUTCOMES (FINAL GOALS)
What do you need to make your program happen?	What will the program do?	What are you measuring? (The direct quantitative product of your program activities)	Benefits for participants during and after program activities	Changes in systems and processes after expending funding
Examples include: <ul style="list-style-type: none"> • Money • Partners • Facilities • Equipment and supplies • Transportation • Staff time • Volunteers 	Examples include: <ul style="list-style-type: none"> • Provide... • Develop... • Implement... • Create... • Educate... • Coordinate... 	Examples include: <ul style="list-style-type: none"> • #of classes taught • #of hours of service • #of residents served • #of projects completed • # of materials distributed 	Examples include: <ul style="list-style-type: none"> • Improved condition • New knowledge • Increased skills • Changed attitudes • Changed behavior 	Examples include: <ul style="list-style-type: none"> • New approaches • New services • Stronger partnership working agreement

IMPACT STATEMENT (Post 2-3 years). This should be written in the past tense, as if the project has already been funded. In an ideal world (and in one sentence), what would happen as a result of your proposed project?

(Example: Students who once struggled to maintain a D grade point average have achieved phenomenal levels of success; they have celebrated As and Bs, increased state standardized test scores, and assumed leadership roles in after school activities).

Adapted from: Grant Writing for Dummies 4th Edition



Donation Acceptance Form

This is to confirm that on (date) the City of Texas City received from (donor name and address), the following (check one):

- \$ (amount) in a lump sum
- \$ (amount) in (frequency) payments of
\$ (amount) in (number) installments
- \$ (amount) in value of goods or services

Describe products, services, investment securities, real property, etc. in the space below:

Check this box if the donation is to be limited to the following uses:

City will publicly recognize donor by:

In administering this agreement, the Donor and City shall engage through the following primary representatives:

	City of Texas City	Donor
Primary Representative:		
Address:		
Telephone:		
Email:		

Submitted by

Name:

Title: Date:

Signature:

Necessary Actions:

Less than \$500 Finance approval

\$500 to \$4,999.99 Finance approval, reading and adoption by Commission

\$5,0000 and greater Finance approval, full legislative approval

RESOLUTION NO. 2023-009

A RESOLUTION APPROVING THE CITY OF TEXAS CITY’S GRANT ADMINISTRATION MANUAL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

SECTION 1: That the proposed “Grant Administration Manual”, a copy of which is attached hereto as **Exhibit “A”**, and made hereof, is hereby approved and adopted as a policy of the City of Texas City, Texas.

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

PASSED AND ADOPTED this 18th day of January 2023.

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) (i)

Meeting Date: 01/18/2023

Name Change Request - Benson Trails S/D (fka Moses Lake Tract) to Sunrise Cove S/D

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on a Name Change Request - Benson Trails S/D (fka Moses Lake Tract) to Sunrise Cove S/D and to apply such name change to previously approved Consent to Annexation into GCMUD #66 and administratively to other prior approvals as deemed appropriate by the Planning Board or Director of Engineering & Planning.

BACKGROUND (Brief Summary)

Benson Trails Subdivision is a master-planned residential development 55.58 acres in size that will ultimately contain approximately 137 single family detached residential lots. The overall Masterplan for Benson Trails Subdivision was approved City Commission on June 15, 2022, with the working name of Moses Lake Tract. The Planning Board expedited approval of the Preliminary Plat for Benson Trails Subdivision Section 1 at its regular meeting on July 18, 2022. The City Commission consented to annexation of the Benson Trails Subdivision into Galveston County Municipal Utility District No. 66 at its meeting on August 3, 2022. The developer requests a name change because of negative associations with the name "Benson" which could adversely impact marketing of the subdivision. To date, no final plats have been submitted, approved or filed in the public property records. If the name change is approved, staff will make the necessary administrative references to assist with tracking of the project through the remaining approvals and in the permanent archival records. Notice will also be given to GCMUD 66 of the name change. For this reason, staff have no objection to the name change and recommend approval.

RECOMMENDATION

At its meeting on January 9, 2023 the Planning Board recommended approval of the name change from Benson Trails S/D to Sunrise Cove S/D. To assure a clear public record, the recommendation of the Planning Board for name change is being referred to the City Commission for approval.

Fiscal Impact

Attachments

Benson Trails Name Change - Staff Report

Benson Trails Name Change Request Memo

Memo

To: Planning Board – January 9, 2023 Special Called Meeting
From: Kim Golden, P. E., Engineering & Planning
CC: Doug Kneupper, P.E.
Date: January 6, 2023
Re: Name Change Request - Benson Trails S/D (f/k/a Moses Lake Tract) to Sunrise Cove S/D

Background: Benson Trails Subdivision is a master-planned residential development 55.58 acres in size that will ultimately contain approximately 137 single family detached residential lots. The overall Masterplan for Benson Trails Subdivision was approved City Commission on June 15, 2022, with the working name of Moses Lake Tract. The Planning Board expedited approved the Preliminary Plat for Section 1 at its regular meeting on July 18, 2022. The City Commission consented to annexation of the subdivision into Galveston County Municipal Utility District No. 66 at its meeting on August 3, 2022.

Requested Action: The applicant is requesting approval to change the name of the subdivision to Sunrise Cove Subdivision because marketing research has identified “Benson” as a name associated with a triple homicide. There is concern the name association will negatively impact marketing of the lots and homes.

Staff Review / Analysis: The subject development has been in pre-development with the city for years. Progress through the zoning change was lengthy with several concessions being made by the developers to obtain approvals. A reference name of Moses Lake Tract was used through pre-development with the understanding a final name would be submitted with the first preliminary plat. Such name, when submitted, was Benson Trails. However, subsequent marketing information identified an issue with the name which could impact sales and the successful development of the subdivision.

Name changes once approvals have commenced are problematic and create tracking and research issues. For that reason, name changes require some justification and should not be made spontaneously or without careful consideration of its necessity. The negative association with the name and potential adverse impact on marketing can be considered such justification.

To date, no final plats have been submitted, approved or filed in the public property records. If the name change is approved, staff will make the necessary administrative references to assist with tracking of the project through the remaining approvals and in the permanent archival records. For this reason, staff have no objection to the name change.

To assure a clear public record, the recommendation of the Planning Board for name change, if made, will be referred to the City Commission for approval.



ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726

10011 Meadowglen Ln.
Houston, Texas 77042
713.784.4500
EHRAlnc.com

Memorandum

To: City of Texas City
ATTN: Veronica Carreon
From: Brad Sweitzer, PLA, AICP
Date: December 14, 2022
Subject: "Benson Trails" Name Change Memo

The developer for "Benson Trails" is requesting to change the name of the community from "Benson Trails" to "Sunrise Cove." It is desirable to change the name because, after further research, the developer's marketing team found that the name "Benson" is associated with criminal activity. In 1985, a man named Steven Wayne Benson was convicted of a double murder and this crime has been featured in the media, including in TV shows and books. Changing the name to "Sunrise Cove" removes this association and gives the neighborhood a more friendly, uplifting feel.

Please let me know if you require anything further to facilitate the approval of this name change request.

Regards,

Brad Sweitzer, PLA, AICP
Associate I Senior Planning Project Manager
EHRA

Enclosure

CITY COMMISSION REGULAR MTG

(7) (j)

Meeting Date: 01/18/2023

2023-001 Air Condition Filter Replacement

Submitted For: Kelly Bender, Purchasing

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Approve and award annual contract Bid # 2023-001 Air Condition Filter Replacement

BACKGROUND (Brief Summary)

On November 15, 2022, and November 22, 2022, the Notice to Bidders was published in the Galveston Daily Newspaper, and bid packets were sent out to vendors. Bids were opened on December 6, 2022 at 2:00pm. A total of three (3) contractors submitted bids; A1 Air Conditioning, Gowan-Garrett Inc. and K.R. Allen Construction, LLC.

A1 Air Conditioning- \$43,278.00

Gowan-Garrett, Inc.- \$39,733.20

K.R. Allen Construction, LLC- \$32,363.19

Bid Tabulation Attached

RECOMMENDATION

It is the recommendation of Public Works to award the Air Condition Filter Replacement Annual Contract to the second-lowest bidder Gowan-Garrett, Inc in the amount of \$39,733.20, who is a proven contractor in this type of work.

Letter of Recommendation is attached

Fiscal Impact

Attachments

Bid Tab

Resolution

BID TABULATION

Bid # 2023-001

Air Conditioning Filter Replacement
Annual Contract

Bid Opening: Tuesday, 12/6/2022 at 2:00 pm

VENDOR	TOTAL BID
A1 AIR CONDITIONING	\$43,278.00
GOWAN-GARRETT INC	\$39,733.20
K.R. CONSTRUCTION, LLC	\$32,363.19

RESOLUTION NO. 2023-011

A RESOLUTION AWARDING BID NO. 2023-001 AIR CONDITION FILTER REPLACEMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on November 15, 2022, and November 22, 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. 2023-001 Air Condition Filter Replacement; and

WHEREAS, the bids were opened on December 6, 2022, and it is the recommendation of the Public Works Department to award Bid No. 2023-001 Air Condition Filter Replacement to Gowan-Garrett, Inc., Houston, Texas, for the bid amount of \$39,733.20.

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

SECTION 1: That the City Commission hereby awards the contract for Bid No. 2023-001 Air Condition Filter Replacement to Gowan-Garrett, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Gowan-Garrett, Inc. 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 18th day of December 2023.

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) (k)

Meeting Date: 01/18/2023

Amendment to Library Board Bylaws

Submitted For: Cheryl Loewen, Library

Submitted By: Cheryl Loewen, Library

Department: Library

Information

ACTION REQUEST

To edit the Bylaws for the Governance of the Board of Library Trustees for Texas City to remove Article VIII Section 3.

BACKGROUND (Brief Summary)

Article VIII Section 3 refers to the Houston Area Library System Lay Advisory Council, which no longer exists. The Library Board of Trustees voted unanimously at their meeting on January 9, 2023, to remove this section from the Bylaws.

RECOMMENDATION

I recommend that the Bylaws for the Governance of the Board of Library Trustees for Texas City be edited to remove Article VIII Section 3.

Fiscal Impact

Attachments

Library Board Bylaws
Resolution

BYLAWS FOR THE GOVERNANCE OF THE BOARD OF LIBRARY TRUSTEES FOR TEXAS CITY

ARTICLE I

As authorized by resolution of the City Commission of the City of Texas City on the 5th day of August, 1964, this body has been known as the Board of Library Trustees of Moore Memorial Public Library.

ARTICLE II

Purpose The purpose of the Board of Library Trustees shall be to foster and encourage the utilization of the library, to promote the future development of the library and to act in an advisory capacity to the Library Director and the City Commission.

ARTICLE III

Organization The Board of Library Trustees shall be composed of nine appointed members to serve 3 year terms, with three members to be appointed each year. These trustees will be appointed by the Mayor and confirmed by the City Commission.

ARTICLE IV

Meetings

- Section 1** The regular meeting of the Library Board shall be held at a time and place designated by the Board. Regular meetings shall be held bi-monthly, in February, April, June, August, October and December.
- Section 2** Special meetings may be called by the Chair, Vice Chair, or any two members of the Board, provided notice thereof be given to all Trustees at least twenty-four hours in advance.
- Section 3** A majority of the appointed members shall constitute a quorum at all meetings of the Board.
- Section 4** All questions presented for a vote of the Board shall be decided by a simple majority of the quorum
- Section 5** Any member of the Board who misses three consecutive meetings without good cause shall be deemed to have resigned, and the Board will recommend to the Mayor and City Commission that a replacement be appointed for the balance of the unexpired term.
- Section 6** Robert's Rules of Order, Newly Revised, shall govern in the parliamentary procedure of the Board.

ARTICLE V

Officers

- Section 1 The Officers of the Board shall be a Chair and a Vice-Chair. The Secretary shall not be an elected position but shall be filled on a permanent basis by the Library Director, who can appoint as required, a library staff member to take the official minutes of the Board meetings.
- Section 2 The Board shall elect a Chair and a Vice-Chair at the October meeting from those members with unexpired terms. Officers shall be elected and take office at the first regular meeting after new Board members are appointed.
- Section 3 Duties of all officers shall be as by custom and law as follows:
- a) Chair:
 - i) Preside at all meetings.
 - ii) Represent the Library Board at public functions
 - iii) Appoint special committees
 - iv) Assist Library Director in establishing the agenda for each meeting. Agenda items requested by any Board member will be included.
 - b) Vice-Chair
 - i) Assist the Chair in directing the affairs of the Board and act in the Chair's absence.
 - c) Secretary
 - i) Be responsible for the accuracy of the minutes of the Board meeting and bring any corrections to the attention of the Board at its next meeting. The Secretary shall sign and file the approved minutes. Minutes of all meetings of the Board of Trustees shall be maintained for public viewing at the library.

ARTICLE VI

Committees

- Section 1 Committees may be appointed for special purposes by the Chair and with the consent of the majority of the Board. All committees will have at least one Library Board member serving on them. These committees are automatically dissolved upon completion of the assignment.

ARTICLE VII

Library Director

- Section 1 The Library Director is the permanent Secretary of the Board and shall be the executive director of the policies adopted by this Board. Among his/her duties and responsibilities shall be the direction and supervision of

all staff members in the performance of their duties, the submission to the Board of Trustees and the City Commission of monthly and annual reports and recommendations of such policies and procedures as in the opinion of the library director will promote the efficiency of the Library in its service to the people of the community. In the absence of the Director, the Assistant Director or other staff member appointed by the Director, shall act in the Director's absence.

ARTICLE VIII

Powers and duties of Board members

Section 1 Board members shall abide by applicable ordinances of the City of Texas City.

Section 2 The Chair shall serve as the representative to the Galveston County Library System advisory council. In the absence of the Chair, the Vice Chair may serve as the representative to the Galveston County Library System.

Section 3 The Vice Chair may serve as the alternate representative to the Houston Area Library System Lay Advisory Council

Section 4 Board members shall act in an advisory capacity to the City Commission, the Mayor, the Library Director and other city officials.

ARTICLE IX

Amendments

Section 1 These by-laws will be reviewed every three years. They may be amended by a majority vote at any regular meeting, provided all members have been notified of the proposed amendments at least ten days prior to such meeting. Such amendment would then be subject to approval by the City Commission.

RESOLUTION NO. 2023-012

A RESOLUTION APPROVING A NAME CHANGE REQUEST; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on January 9, 2023, the Library Board of Trustees voted unanimously to remove Article VIII, Section 3 from the By-laws for the Governance of the Board of Library Trustees for the City of Texas City's Moore Memorial Library; and

WHEREAS, Article VIII, Section 3 refers to the Houston Area Library System Lay Advisory Council, which no longer exists; and

WHEREAS, the City Commission hereby finds, determines and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by Chapter 551, Texas Government Code; and

WHEREAS, the City Commission deems it necessary and advisable that this Resolution be adopted.

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

SECTION 1: That the City Commission hereby approves the removal of Article VIII, Section 3 from the By-laws for the Governance of the Board of Library Trustees for the City of Texas City's Moore Memorial Library.

SECTION 2: The Mayor, City Secretary, and/or Chairperson of the Board of Library Trustees are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of January 2023.

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) (I)

Meeting Date: 01/18/2023

Write-off of Library fees and fines

Submitted For: Cheryl Loewen, Library

Submitted By: Cheryl Loewen, Library

Department: Library

Information

ACTION REQUEST

Consider authorizing the Director of Library Services to remove delinquent fees and fines that are attached to library patron accounts that expired prior to November 1, 2015.

BACKGROUND (Brief Summary)

It is the practice of Moore Memorial Public Library to delete patron accounts that have been expired for 7 years or more. These accounts cannot be deleted until all fees and fines attached to those accounts have been removed. This purge was not performed during the library's renovation in 2019 or during the Covid-19 pandemic, therefore there are several years of expired accounts to be deleted.

RECOMMENDATION

I recommend that the Director of Library Services is authorized to remove delinquent fees and fines that are attached to library patron accounts that expired prior to November 1, 2015.

Fiscal Impact

Funds Available Y/N:

Amount Requested:

Source of Funds:

Account #:

Fiscal Impact:

The total amount of delinquent fees and fines that are attached to library patron accounts that expired prior to November 1, 2015, is \$48,316.60.

Attachments

Resolution

RESOLUTION NO. 2023-013

A RESOLUTION AUTHORIZING THE WRITE-OFF OF DELINQUENT FEES AND FINES THAT ARE ATTACHED TO PATRON ACCOUNTS THAT EXPIRED PRIOR TO NOVEMBER 1, 2015; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, there is a need to remove delinquent fees and fines that are attached to patron accounts that expired prior to November 1, 2015; and

WHEREAS, the Director of Library Services is recommending that delinquent fees and fines that are attached to patron accounts that expired prior to November 1, 2015, be written off.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, as part of the 2022-2023 Fiscal Year, approves the write-off of delinquent fees and fines that are attached to patron accounts that expired prior to November 1, 2015, in the amount of \$ 48,316.60, and are deemed to be uncollectible.

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

PASSED AND ADOPTED this 18th day of January 2023.

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) (m)

Meeting Date: 01/18/2023

Authorization to Submit and Administer an Application to FEMA for the Assistance to Firefighters Grant

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and authorize the submission of a grant application to FEMA on the behalf of the City of Texas City for the Assistance to Firefighters Grant (AFG).

BACKGROUND (Brief Summary)

The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment.

The TCFD

RECOMMENDATION

It is the recommendation of the Grants Administrator that the Commission approve the submission of this application.

Fiscal Impact

Funds Available Y/N:

Amount Requested: N/A

Source of Funds:

Account #:

Fiscal Impact:

No matching funds are required for this grant.

Attachments

Resolution

RESOLUTION NO. 2023-014

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) ON THE BEHALF OF THE CITY OF TEXAS CITY FOR THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment; and

WHEREAS, TCFD will use funds, if awarded, to provide critical training and equipment; and

WHEREAS, it is the recommendation of the Grants Administrator that the City Commission approve the submission of this grant application.

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 submission of a grant application to FEMA (Federal Emergency Management Agency) FEMA on the behalf of the City of Texas City for the Assistance to Firefighters Grant (AFG).

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

PASSED AND ADOPTED this 18th day of January 2023.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (n)

Meeting Date: 01/18/2023

SCBA Purchase

Submitted For: David Zacherl, Fire Department

Submitted By: David Zacherl, Fire Department

Department: Fire Department

Information

ACTION REQUEST

Consider and take action on a request to purchase a complete inventory replacement of all self-contained breathing apparatus (SCBA) used in the fire department from Municipal Emergency Services through the HGACBuy Program.

BACKGROUND (Brief Summary)

The current inventory of Self Contained Breathing Apparatus (SCBA) is two cycles out of the National Fire Protection Agency (NFPA 1981) compliance standard [currently inventory is NFPA 2007 compliant]. There is no upgrade available that would bring our model into compliance and the manufacturer has indicated that an upgrade will not be made available due to the significant changes to the NFPA 1981 Standard on SCBA.

The current National Fire Protection Agency standard requires an airpack's low pressure alarm to sound at one-third remaining air availability. Our airpack's currently alarm at one-quarter air availability. Additionally, our airpack's are no longer parts supported by the manufacturer and internal parts availability for necessary repairs is becoming an issue. This is compounded by the fact that the Texas Commission on Fire Protection (TCFP) prohibits the use of aftermarket parts on SCBA.

Our SCBA bottles will soon reach their end of service life that requires replacement at 15 years of age. Furthermore, pressure gauges on the new bottles are now identified with a one-third pressure warning indicator as required by NFPA 1981 and not a one-quarter pressure warning indicator as is our current inventory. If we just replaced our bottles our SCBA pressure indicators and bottle pressure warning indicators would not match which is not permissible with the TCFP.

Finally, our airpack masks have been discontinued and are no longer supported by the manufacturer with parts. Availability for parts has not yet become an issue but will certainly begin as vendor inventories deplete.

RECOMMENDATION

The Fire Chief recommends approve of the purchase through the HGAC Buy program.

Fiscal Impact

Funds Available Y/N: Yes

Amount Requested: 748,259.60

Source of Funds: FY 22/23 Budget

Account #: 602-202-55150

Fiscal Impact:

Funds were approved in the FY 22/23 Annual Budget.

Attachments

Exhibit A
Resolution



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

EE08-19

Date Prepared:

12/29/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	TEXAS CITY FIRE DEPT	Contractor:	Municipal Emergency Services
Contact Person:	Micah Simons	Prepared By:	Janet Cardenas
Phone:	409-643-5714	Phone:	1-800-784-0404
Fax:		Fax:	281-442-9199
Email:	msimons@texascitytx.gov	Email:	jcardenas@mesfire.com

Catalog / Price Sheet Name:	Scott
General Description of Product/ Product Code	EE19ADA

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
64	X8914026305A04 Air-Pak X3 Pro SCBA (2018 Edition) with SnapChange, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, SEMS II Pro, No Case, 2 SCBA Per Box cHGAC Pricing 15% Off List Price of \$10,522.16	\$8,943.84	\$572,405.76
128	200129-01 Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm) HGAC Pricing 15% Off List Price of \$1802.83	\$1,532.41	\$196,148.48
62	FP1MK0002M10010 C5,M,KV,RDI/BCH, MOT, EN, HGAC Pricing 15% Off List Price of \$1943.00	\$1,651.55	\$102,396.10
12	FP1SK0002M10010 Vision C5 Facepiece with Radio Direct Interface and Bone Conduction Headphone, Motorola®, SmallHGAC Pricing 15% Off List Price of \$1943.00	\$1,651.55	\$19,818.60
41	FP1LK0002M10010 Vision C5 Facepiece with Radio Direct Interface and Bone Conduction Headphone, Motorola®, Large HGAC Pricing 15% Off List Price of \$1943.00	\$1,651.55	\$67,713.55
1	200954-32 RIT-PAK III,4.5,LG,C5,RECTUS HGAC Pricing 15% Off List Price of \$5,119.83	\$4,351.86	\$4,351.86
1	200673-01 ASSEMBLY,WIRELESS BOOT LOADER HGAC Pricing 15% Off List Price of \$1,606.58	\$1,365.59	\$1,365.59
1	201088-03 SEMS II, USB GATEWAY HGAC Pricing 15% Off List Price of \$2,656.33	\$2,257.88	\$2,257.88
1	201051-01 REPEATER ASSY HGAC Pricing 15% Off List Price of \$2,471.08	\$2,100.42	\$2,100.42
1	804723-01 (HM) CYL&VLV CARBON 60 HGAC Pricing 15% Off List Price of \$2,007.77	\$1,706.60	\$1,706.60
8	CF5V2DDB Scott C5 Vision Mask AC Vehicle Double Charger HGAC Pricing 15% Off List Price of \$1,012.92	\$860.98	\$6,887.84
40	201506-01 BATTERY PACK, LITHIUM ION C5 HGAC Pricing 15% Off List Price of \$131.08	\$111.42	\$4,456.80
3	31003989 QD, MALE, CHECKED, UEBSS HGAC Pricing 15% Off List Price of \$290.33	\$246.78	\$740.34
3	31003990 QD, FEMALE, CHECKED, UEBSS HGAC Pricing 15% Off List Price of \$290.33	\$246.78	\$740.34
Total From Other Sheets, If Any:			
Subtotal A:			\$983,090.16

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	8005197 Scott Connect Monitor Software - includes 10 downloads	\$0.00	\$0.00
1	8006951 Monitor for X3 PRO	\$0.00	\$0.00
Total From Other Sheets, If Any:			
Subtotal B:			\$0.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

SPECIAL DISCOUNT	-\$234,830.56
Subtotal C:	
	-\$234,830.56

Delivery Date: 90-120 DAYS

D. Total Purchase Price (A+B+C):

\$748,259.60

RESOLUTION NO. 2023-015

A RESOLUTION AUTHORIZING THE PURCHASE OF A COMPLETE INVENTORY REPLACEMENT OF ALL SELF-CONTAINED BREATHING APPARATUS (SCBA) USED IN THE FIRE DEPARTMENT FROM MUNICIPAL EMERGENCY SERVICES THROUGH THE HGACBUY PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Fire Department desires to purchase Self Contained Breathing Apparatus from Municipal Emergency Services in the amount of \$748,259.60 using the HGACBuy Program; and

WHEREAS, Municipal Emergency Services is an approved vendor with the Houston Galveston Area Council (HGAC) Buy Program; and

WHEREAS, this purchase is intended for use with 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, hereby approves the purchase of Self Contained Breathing Apparatus from Municipal Emergency Services in the amount of \$748,259.60 using the HGACBuy Program in substantially the same form attached hereto As Exhibit "A."

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

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

PASSED AND ADOPTED this 19th day of October 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