

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, FEBRUARY 1, 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) Police Promotional Ceremony.

December 26, 2021

Clayton Pope	Promotion from Lieutenant to Captain
David Heckard	Promotion from Sergeant to Lieutenant
Allen Bjerke	Promotion from Senior Officer to Sergeant

February 1, 2023

Landis J. Cravens	Promotion from Captain to Assistant Chief of Police
Manuel Johnson	Promotion from Lieutenant to Captain
Carlos Alcocer	Promotion from Sergeant to Lieutenant
James Patterson	Promotion from Senior Officer to Sergeant

(5) REPORTS

(a) Racial Profiling Report for calendar year 2022 (Police Department)

(b) Crime Statistics for calendar year 2022 (Police Department)

- (c) Quarterly Finance Report
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
 - (a) Approve City Commission Minutes for January 18, 2023 meeting. (City Secretary)
 - (b) Consider and take action on Resolution No. 2023-016, authorizing surface repairs to Rainbow Park splash pad and fall surface playground from BJ's Park and Recreation Products through Buyboard (contract no. 679-22) – local government purchasing cooperative. (Purchasing)
 - (c) Consider and take action on Resolution No. 2022-017, authorizing the Mayor to enter into an Engineering Agreement for engineering, consulting, and construction phase services for the Fire Station #4 Access Road Project. (Public Works)
 - (d) Consider and take action on Resolution No. 2023-018, authorizing the Mayor to enter into a contract with Catholic Charities Archdiocese of Galveston-Houston to disburse payments under the Texas City Emergency Rental Assistance Program. (Community Development)
 - (e) Consider and take action on Resolution No. 2023-019, authorizing the Mayor to enter into an Annual Contract with Texas Materials Group Inc., dba Gulf Coast for Bid No. 2023-004 Recycled Crushed Concrete Annual Contract. (Public Works)
 - (f) Consider and take action on Resolution No. 2023-020, appointing Jose Boix to the Texas City Planning Board as an Alternate member. (Transportation and Planning)
 - (g) Consider and take action on Resolution No. 2023-021, approving the submission of an application to the Texas Office of the Governor, Public Safety Office, for the Rifle-Resistant Body Armor Grant Program - FY 2024 on behalf of the Texas City Police Department, which names Titilayo Smith, Grants Administrator, as the authorized official of the grantee. (Mayor's Office - Grants Administration)
 - (h) Consider and take action on Resolution No. 2023-022, authorizing the Mayor to enter into a contract with Generocity Services Inc. for the Natatorium Metal Painting and Sound Panel Replacement. (Public Works and Recreation and Tourism)
- (8) COMMISSIONERS' COMMENTS
- (9) MAYOR'S COMMENTS

(10) ADJOURNMENT

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

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

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON JANUARY 27, 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: 02/01/2023

Police Promotional Ceremony

Submitted For: Landis Cravens, Police Department

Submitted By: Landis Cravens, Police Department

Department: Police Department

Information

ACTION REQUEST

Police Promotional Ceremony

December 26th, 2021

Clayton Pope	Promotion from Lieutenant to Captain
David Heckard	Promotion from Sergeant to Lieutenant
Allen Bjerke	Promotion from Senior Officer to Sergeant

February 1st, 2023

Landis J. Cravens	Promotion from Captain to Assistant Chief of Police
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Carlos Alcocer	Promotion from Sergeant to Lieutenant
James Patterson	Promotion from Senior Officer to Sergeant

BACKGROUND (Brief Summary)

Police Promotional Ceremony

RECOMMENDATION

Police Promotional Ceremony

December 26th, 2021

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James Patterson	Promotion from Senior Officer to Sergeant

Fiscal Impact

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 02/01/2023

Racial Profiling Report for calendar year 2022

Submitted For: Joseph Stanton, Police Department

Submitted By: Rhomari Leigh, City Secretary

Department: Police Department

Information

ACTION REQUEST

Racial Profiling Report for calendar year 2022 (Police Department)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



Texas City Police Department

2022 Racial Profiling Report



2022 Racial Profiling Report



The following statistical data was compiled from information obtained from the Texas City Police Departments Records Management System, from January 1, 2022 until December 31, 2022. This information has been reported to the Texas Commission on Law Enforcement.

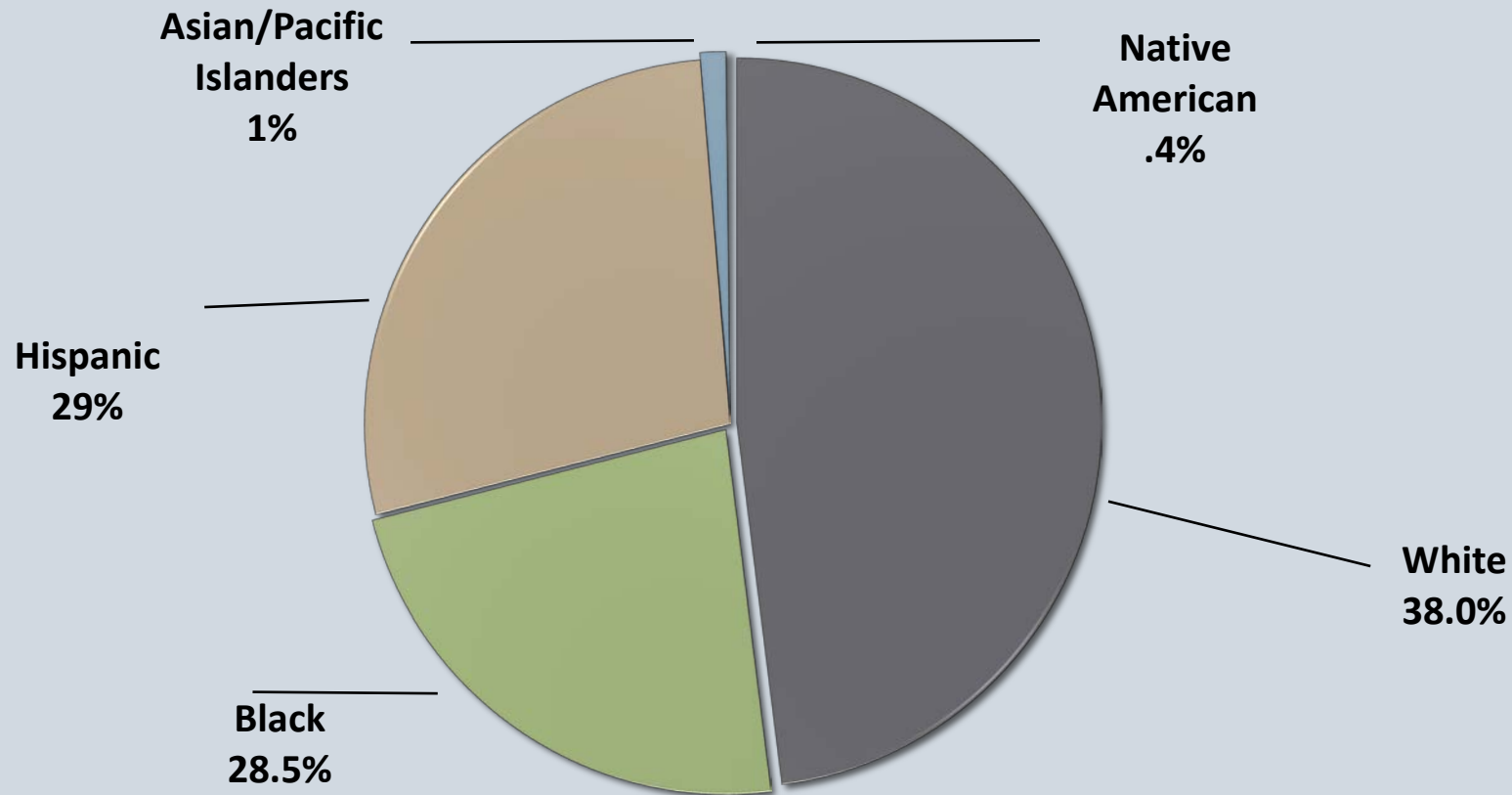
Included is the US Census estimates posted July 2021 for Texas City.



US Census Population Estimates

July 1, 2021

54,247

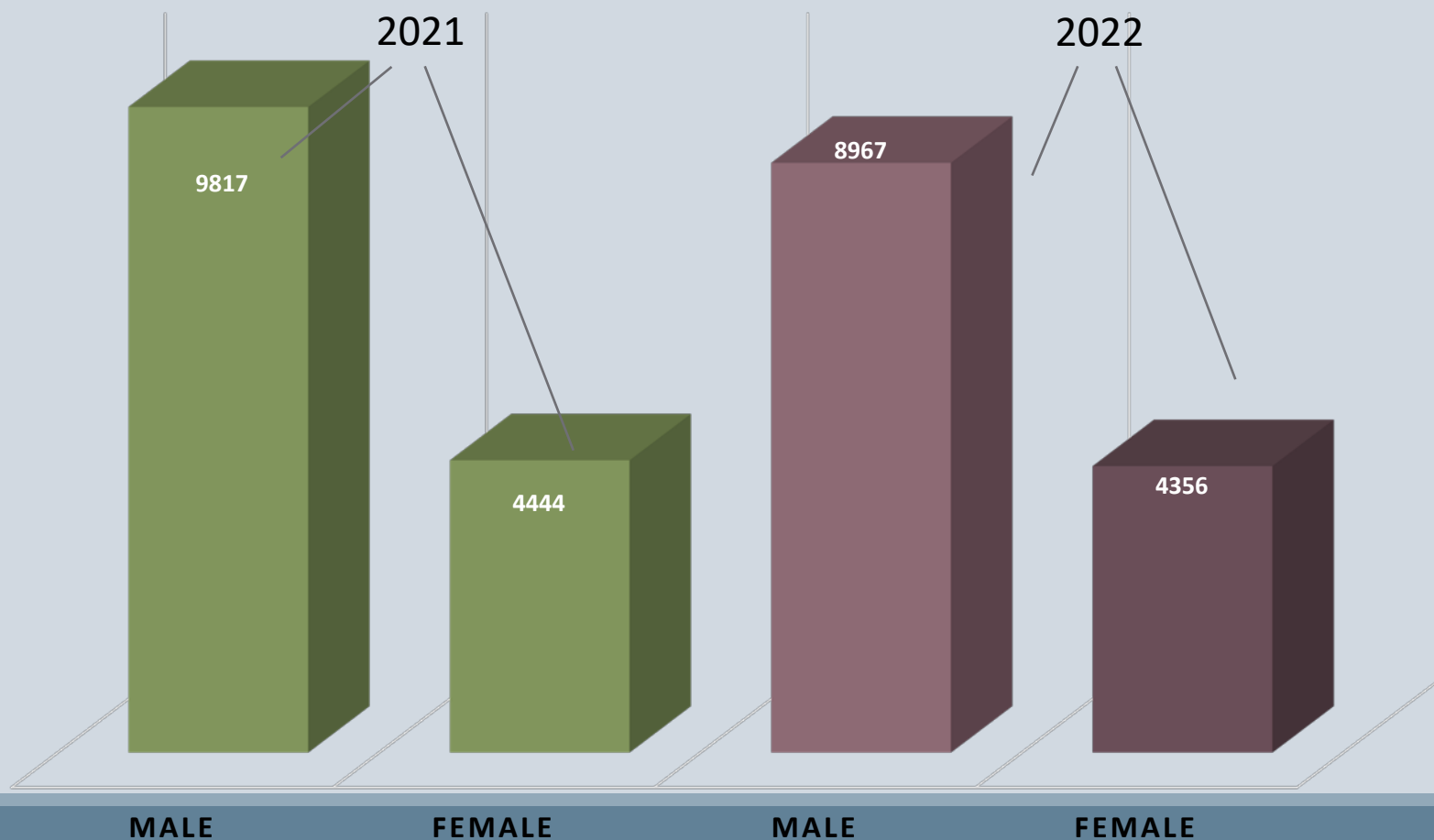




2021 Total stops: 14,261

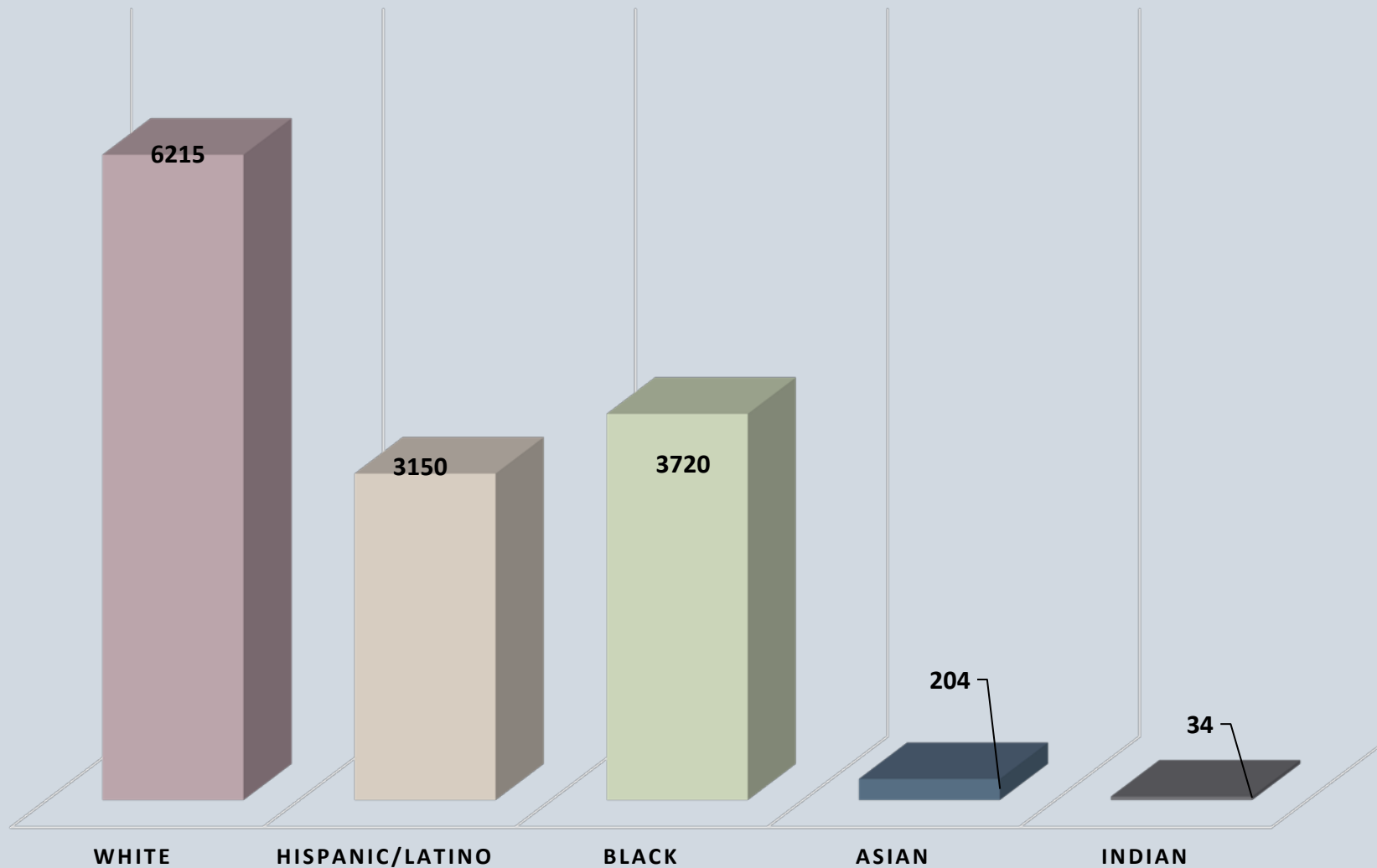
↓ 6.6%

2022 Total stops: 13,323



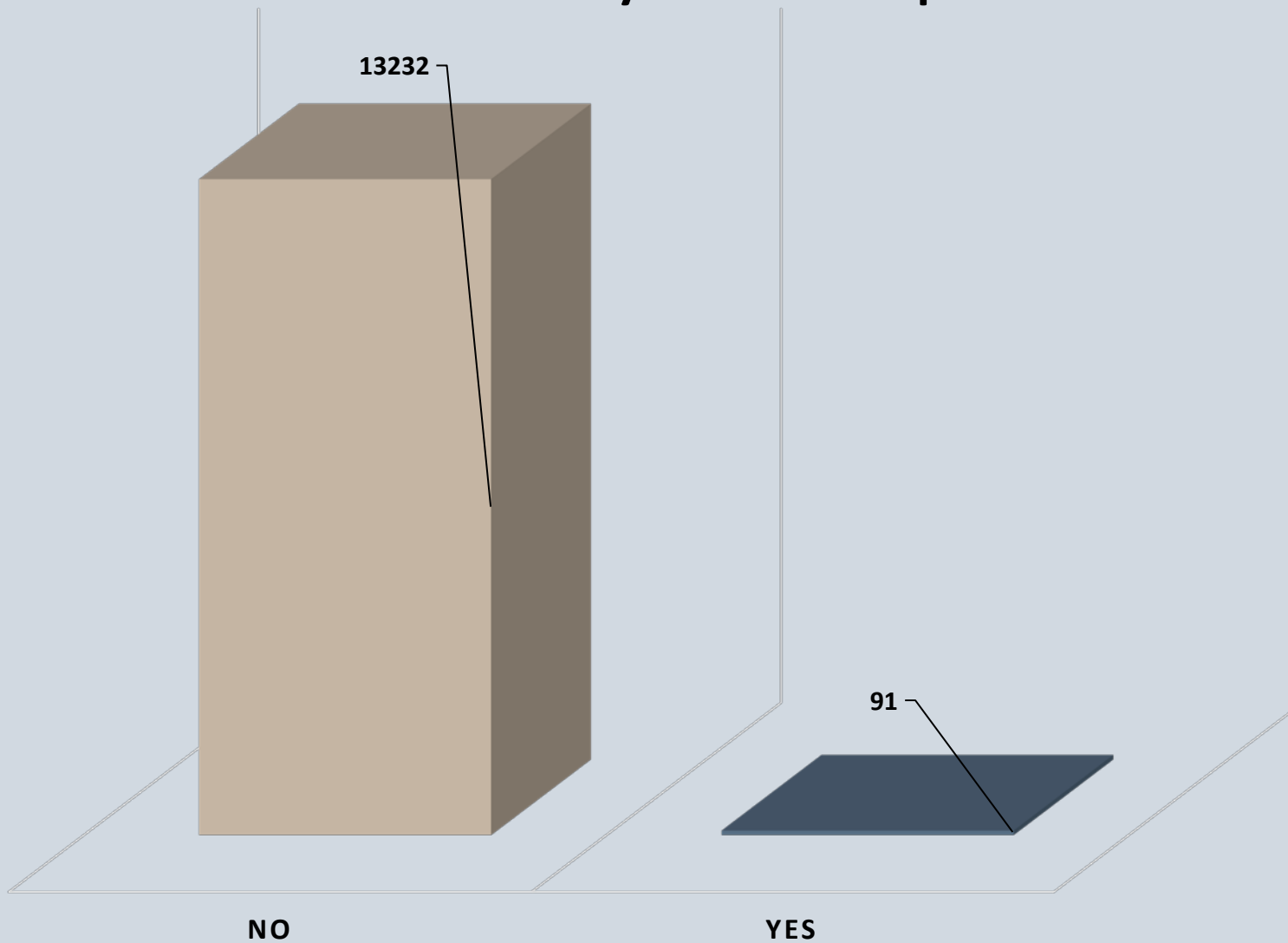


Race or Ethnicity of People Stopped



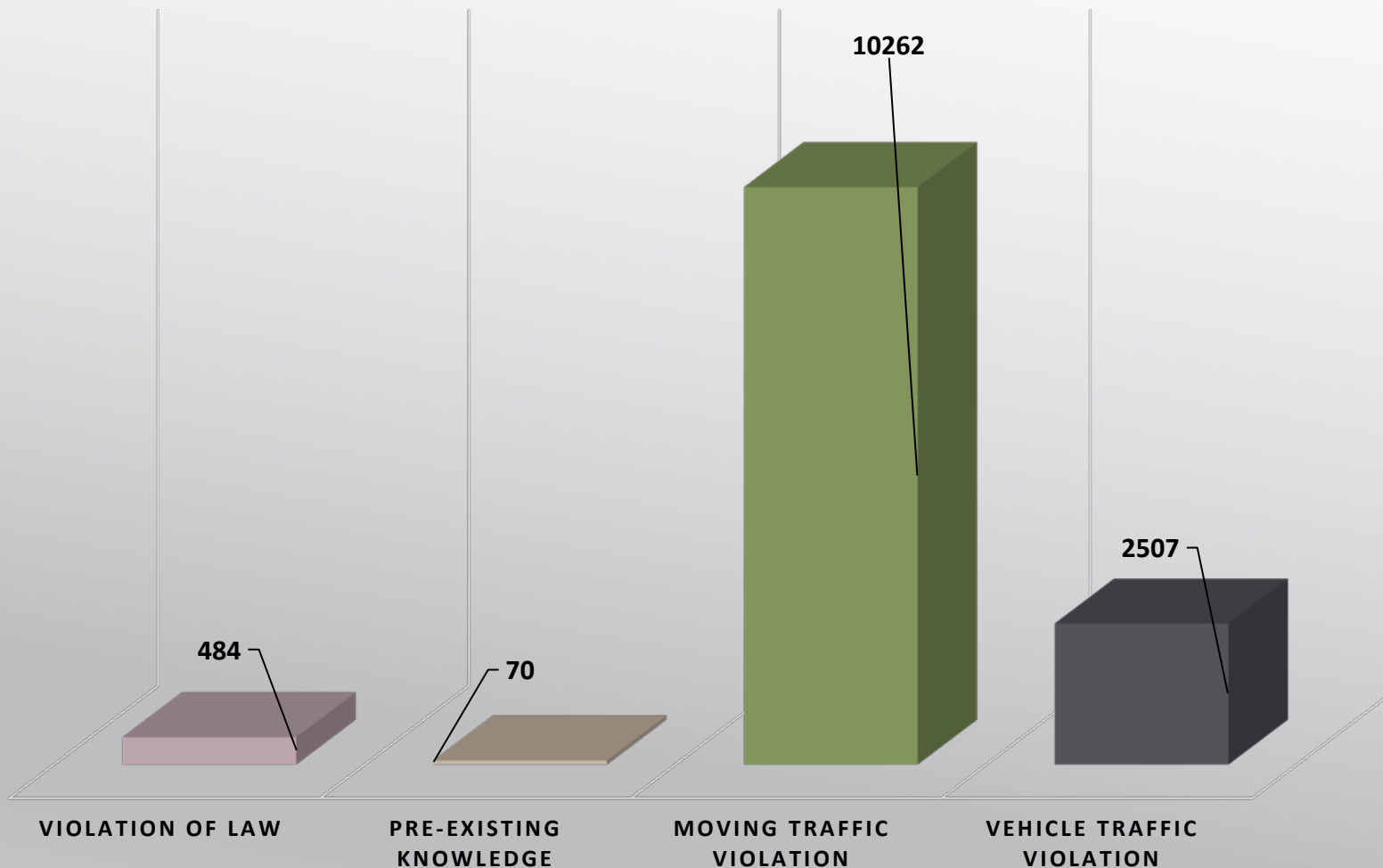


Was race or ethnicity known prior to stop?



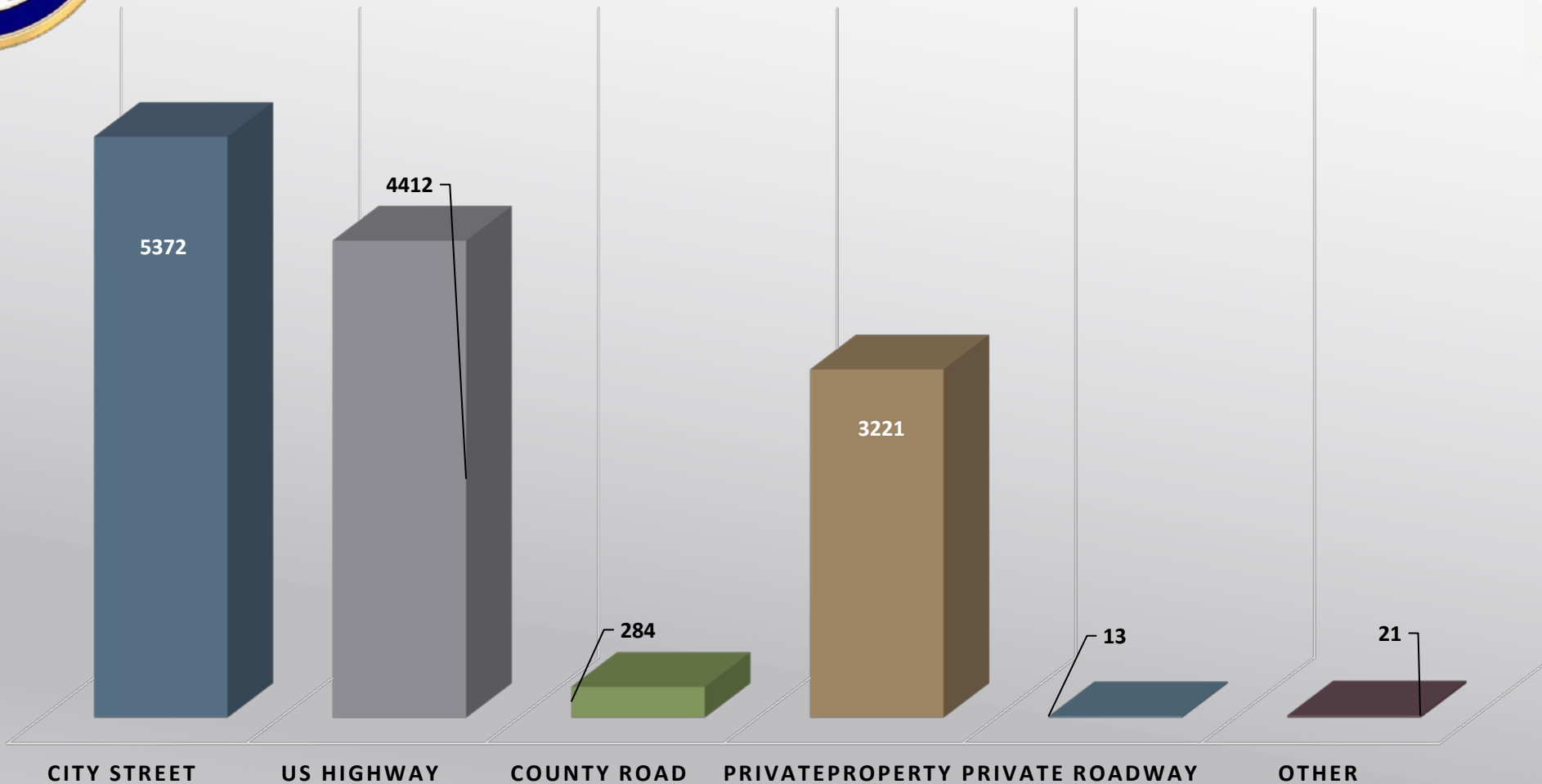


Reason for Stop



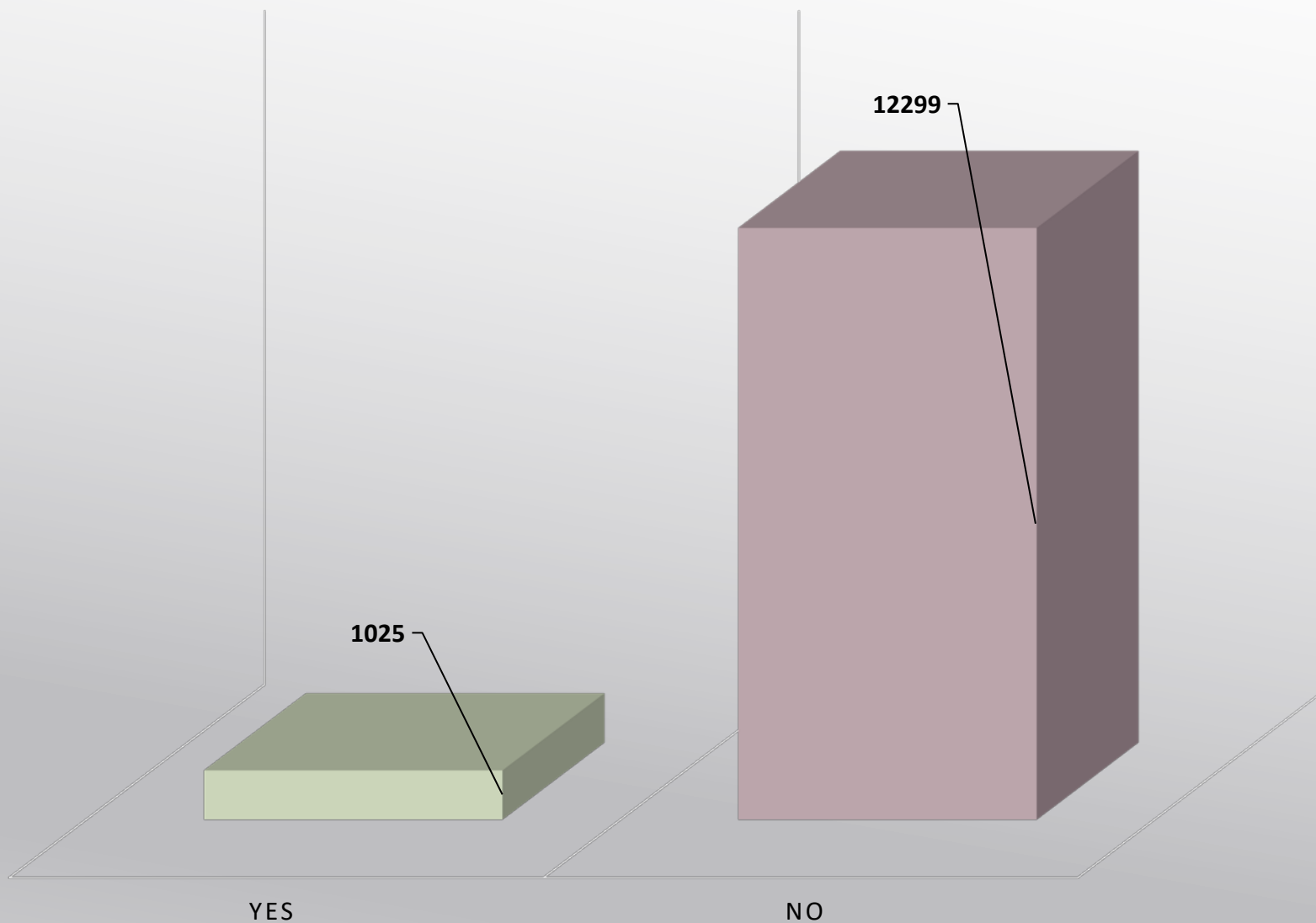


Location of the stops



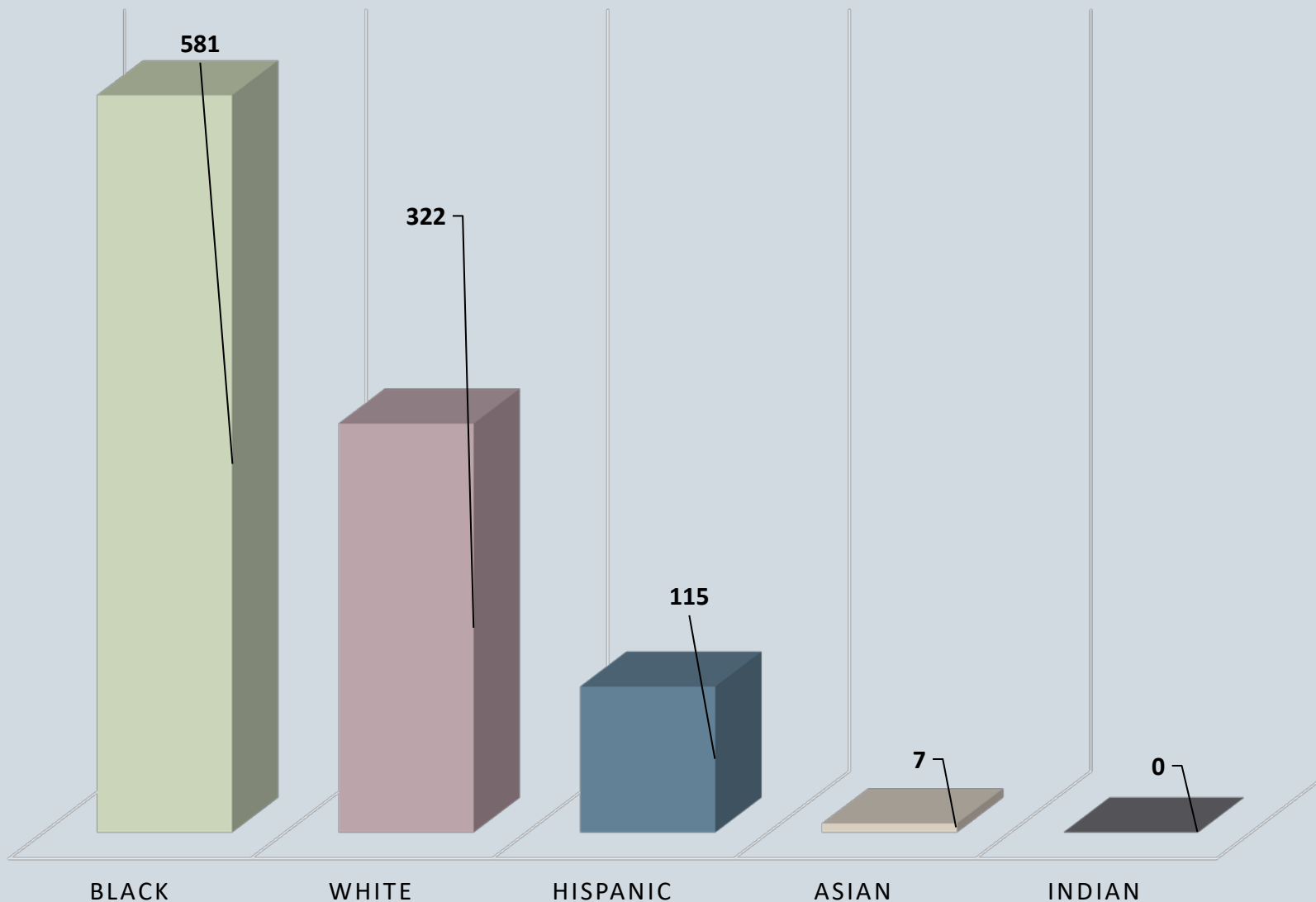


Was a Search Conducted?



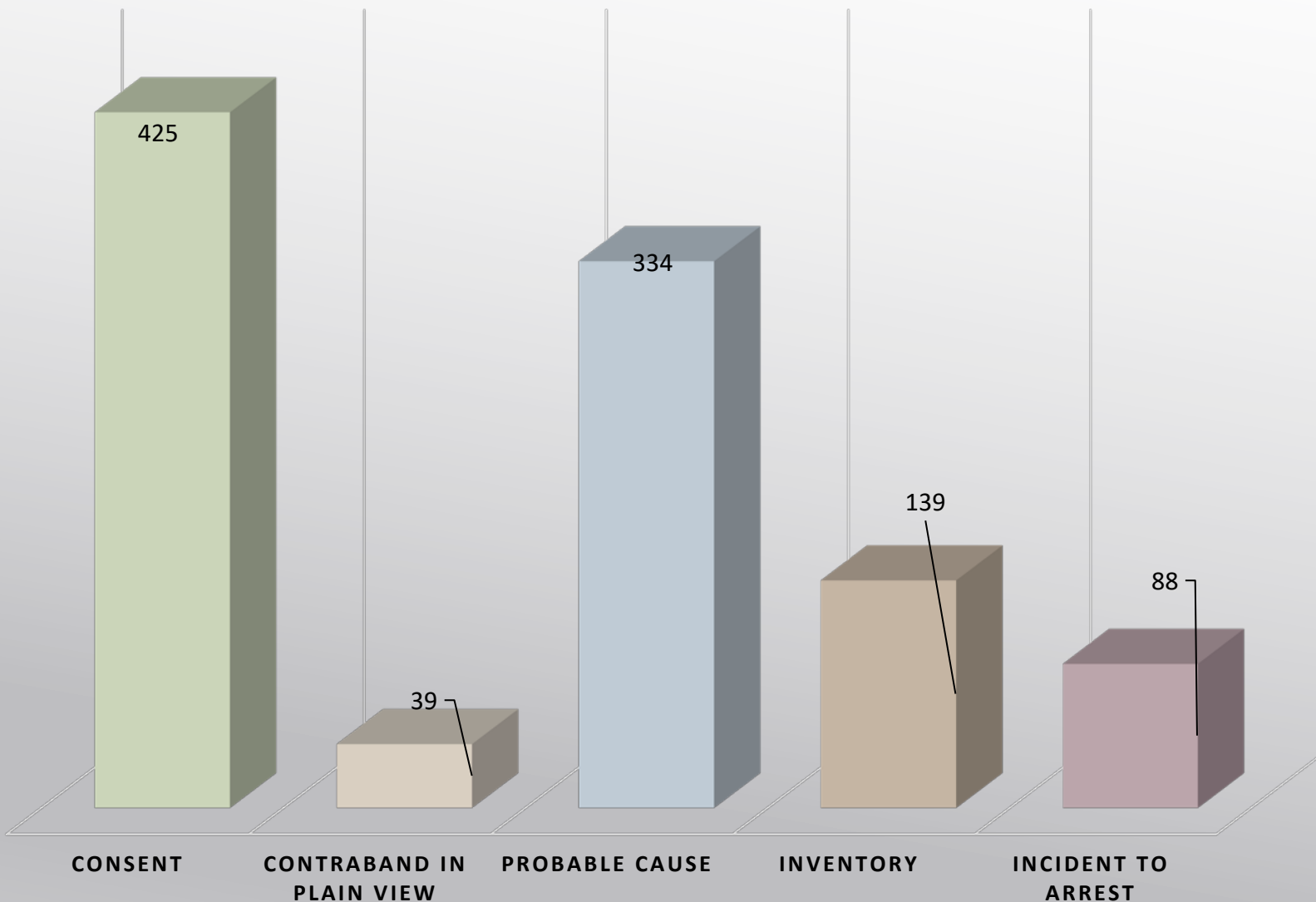


Searches Conducted by Race



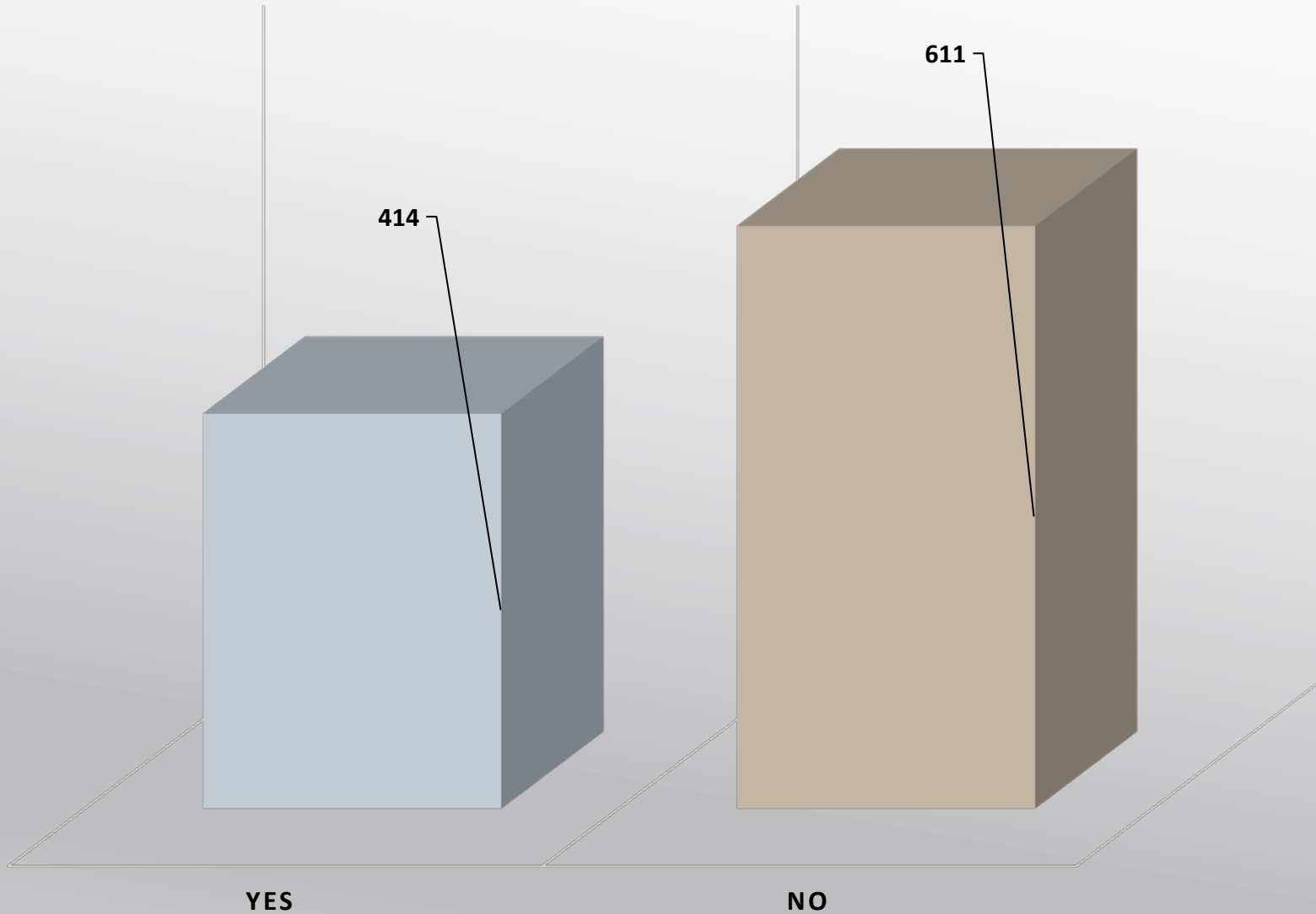


Reason for Search



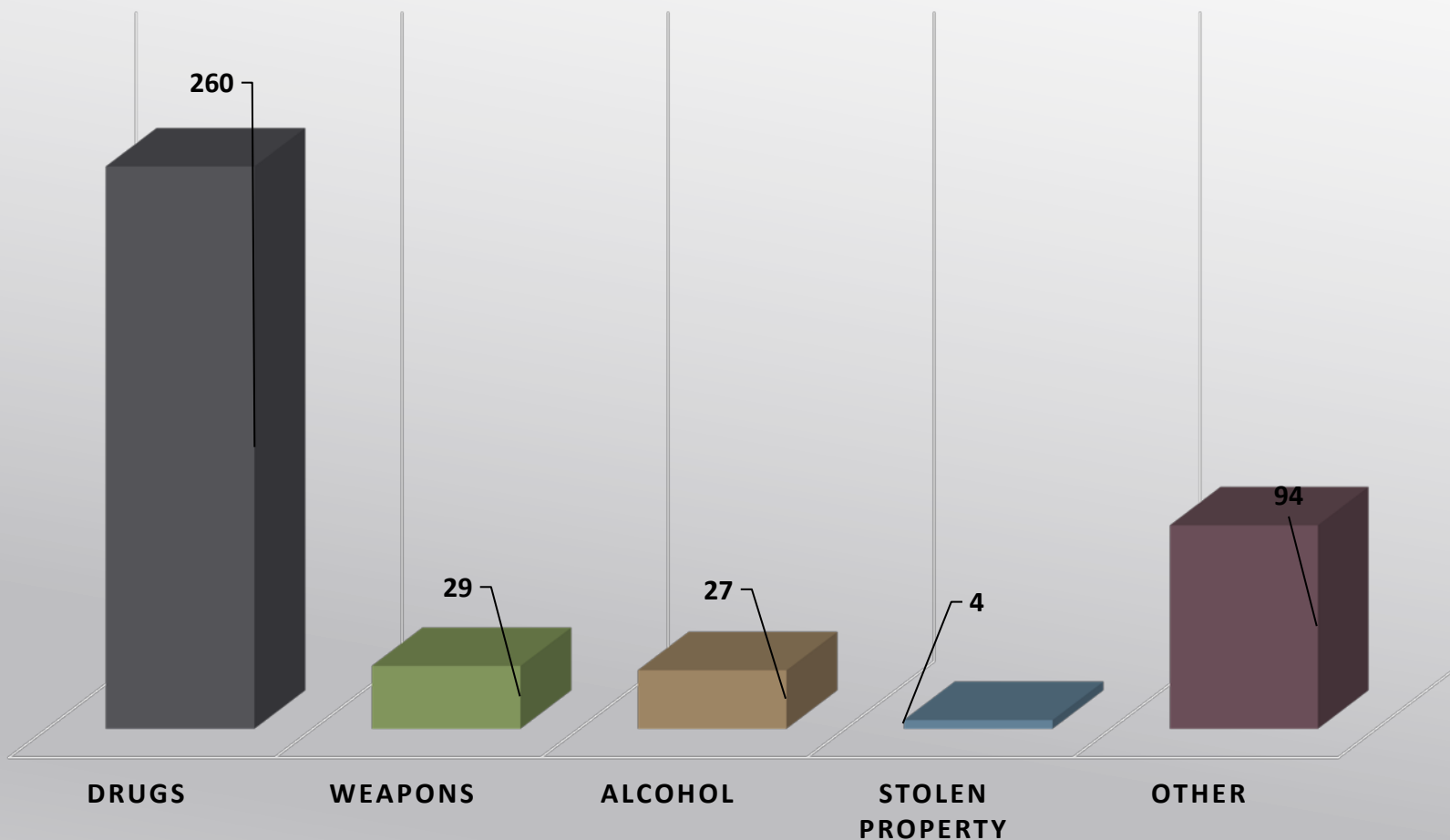


Contraband Discovered



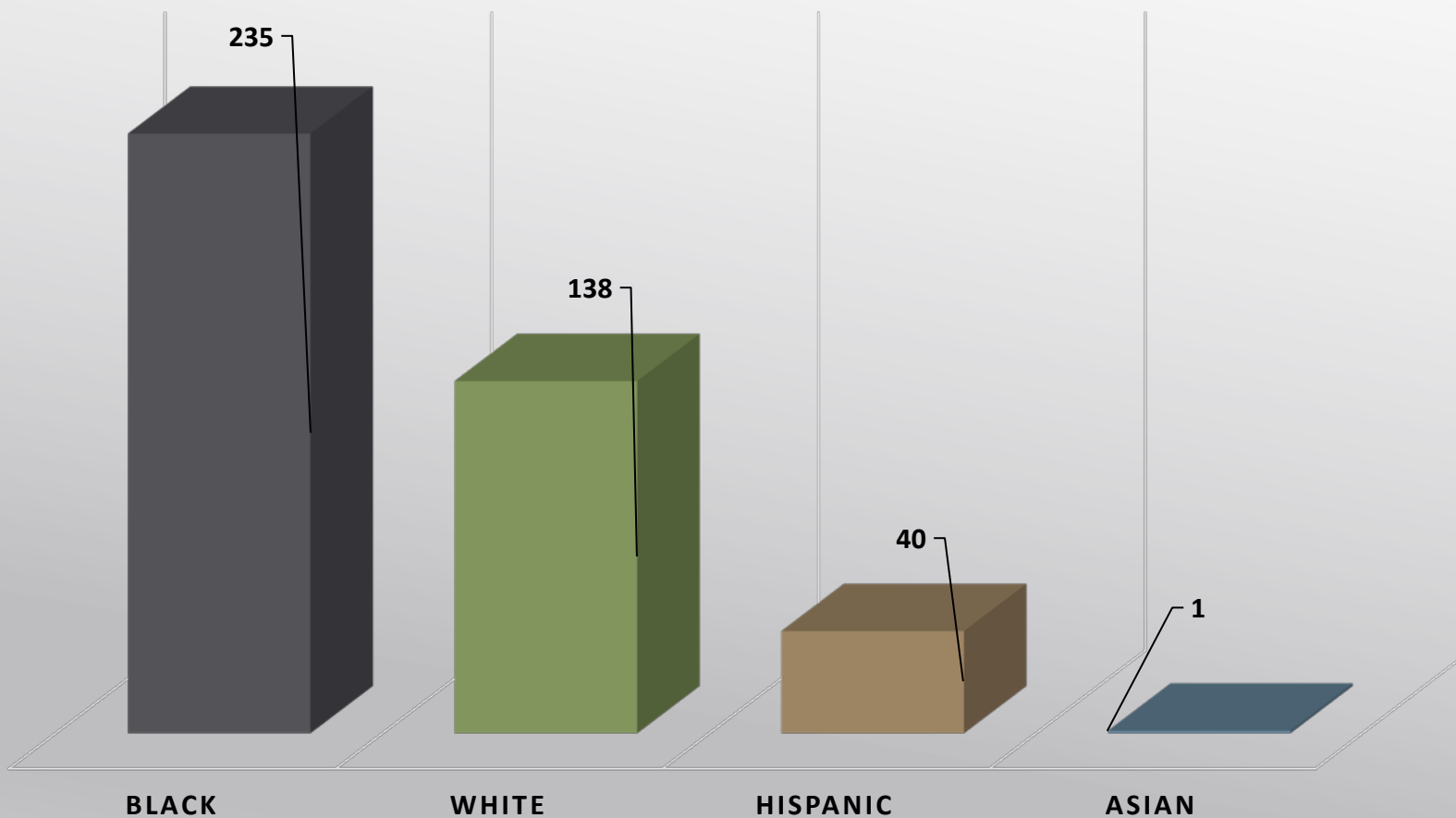


Description of Contraband



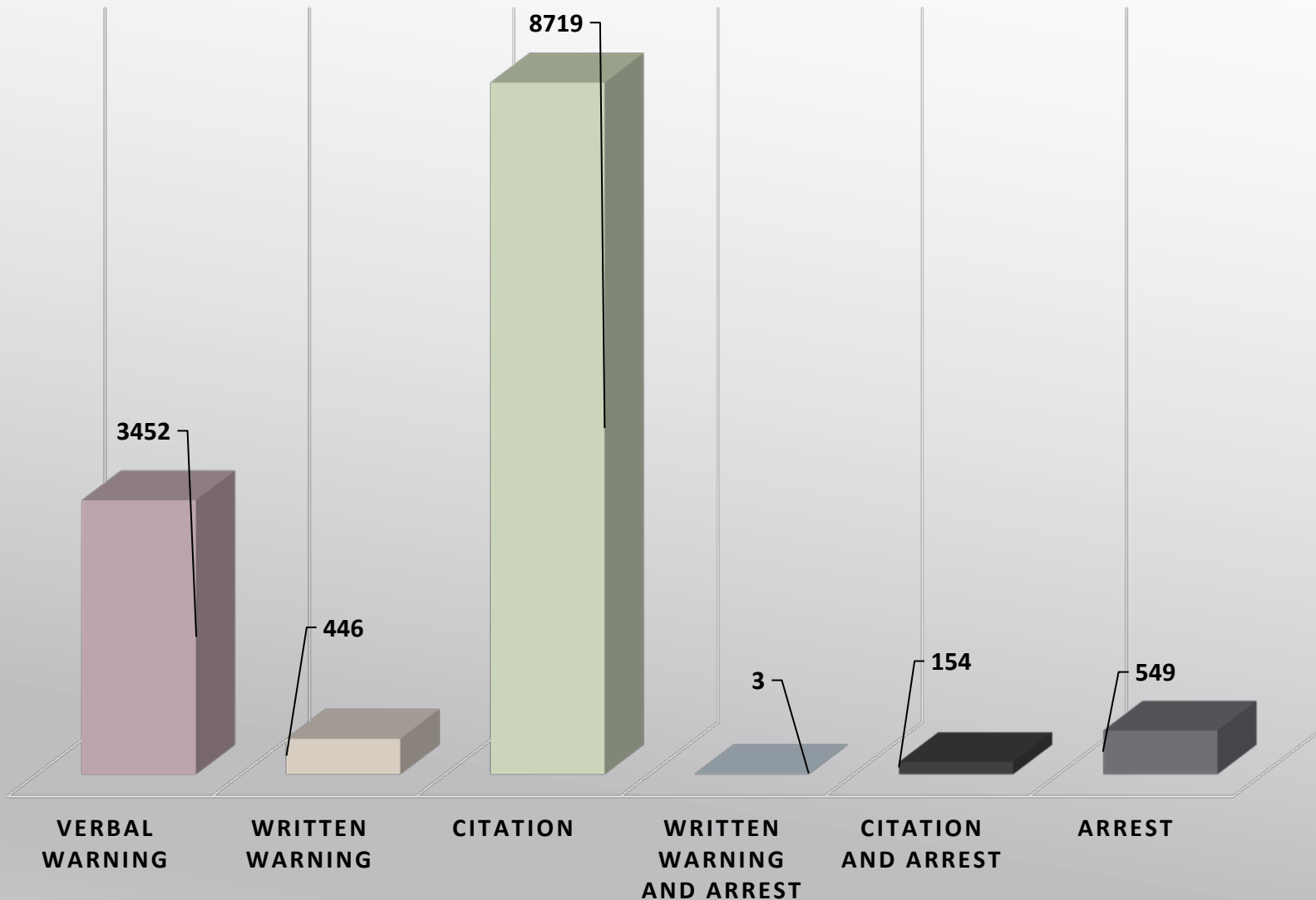


Contraband Hits by Race



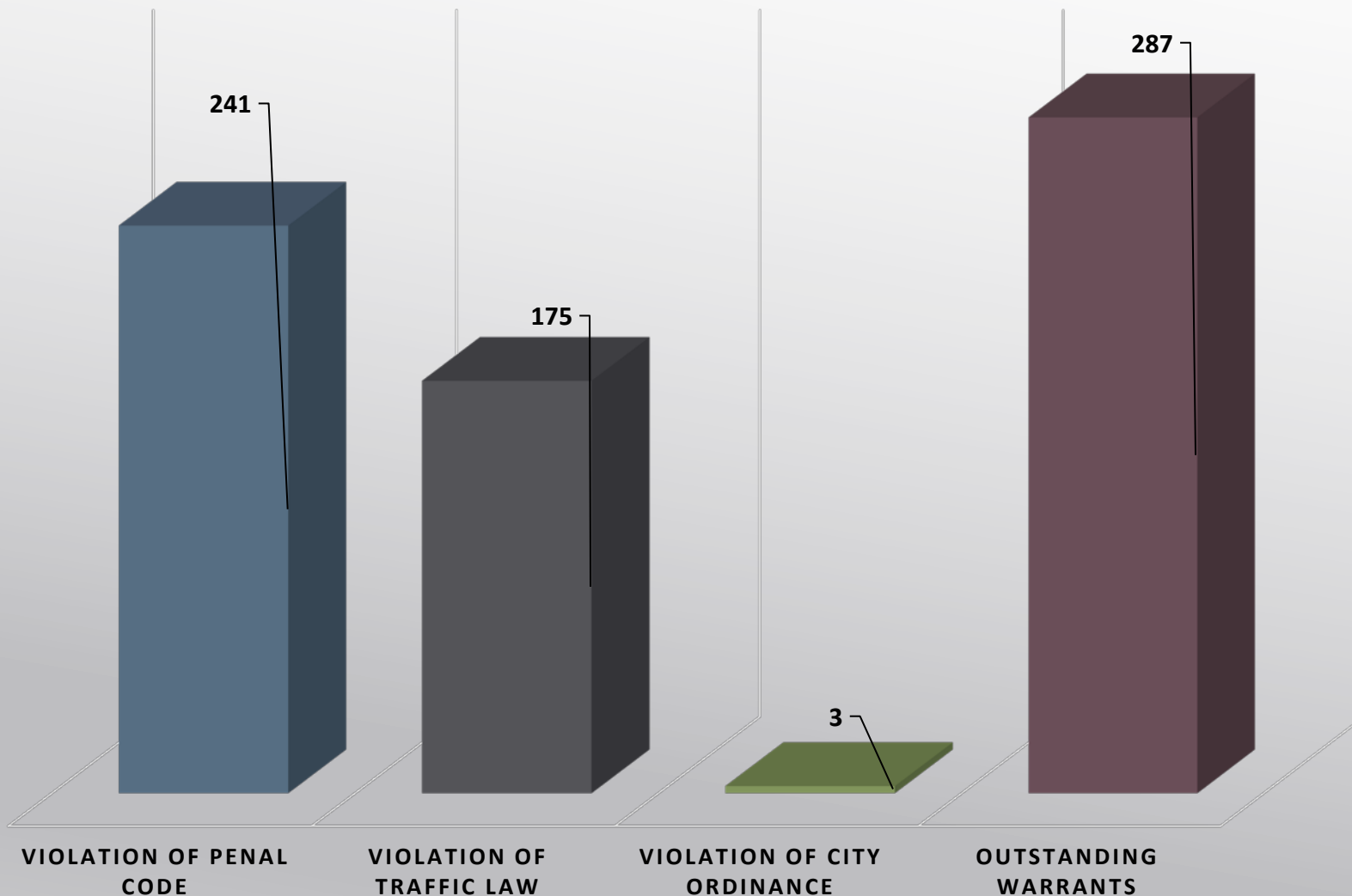


Result of Stop



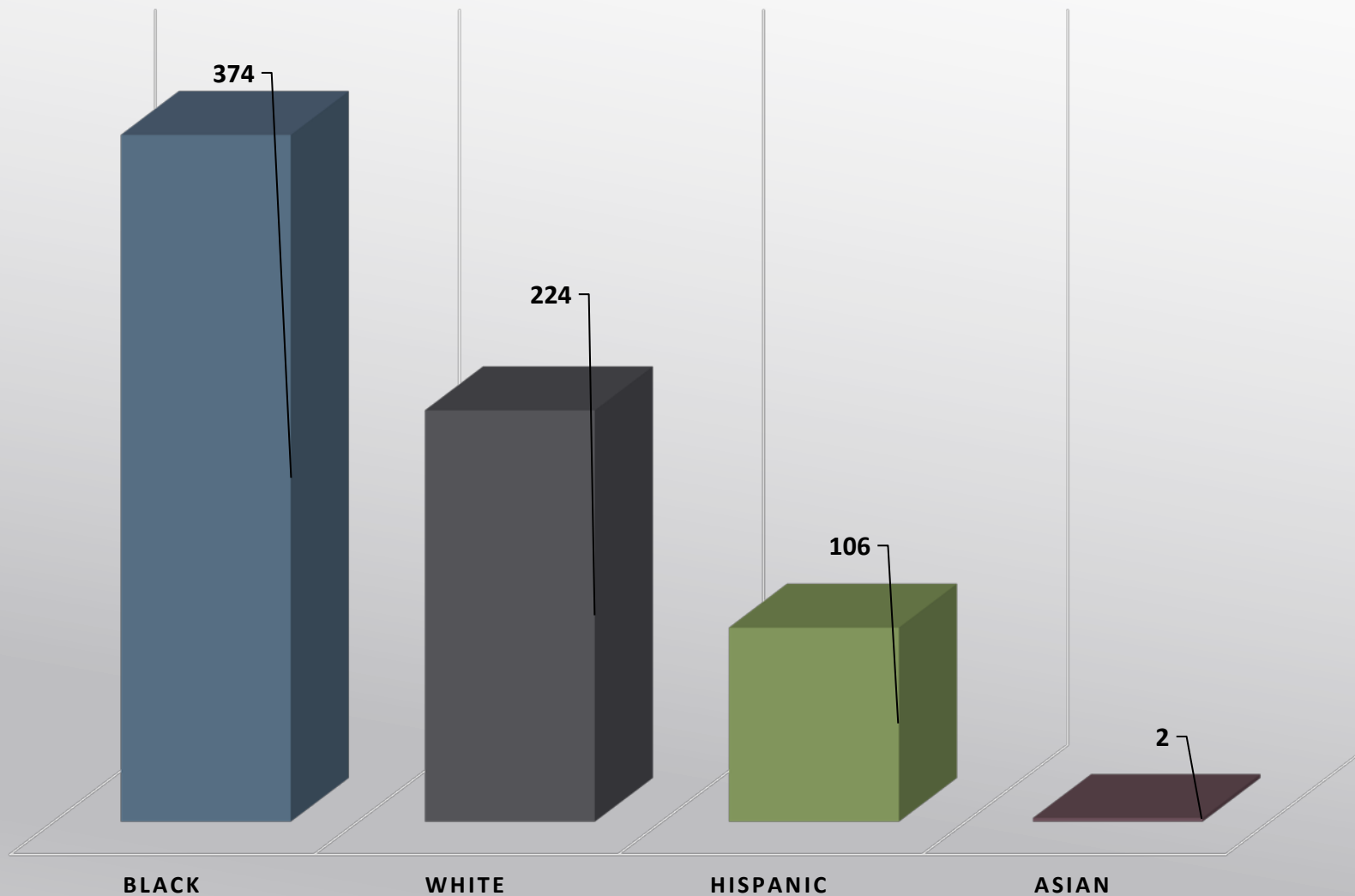


706 Total Arrests



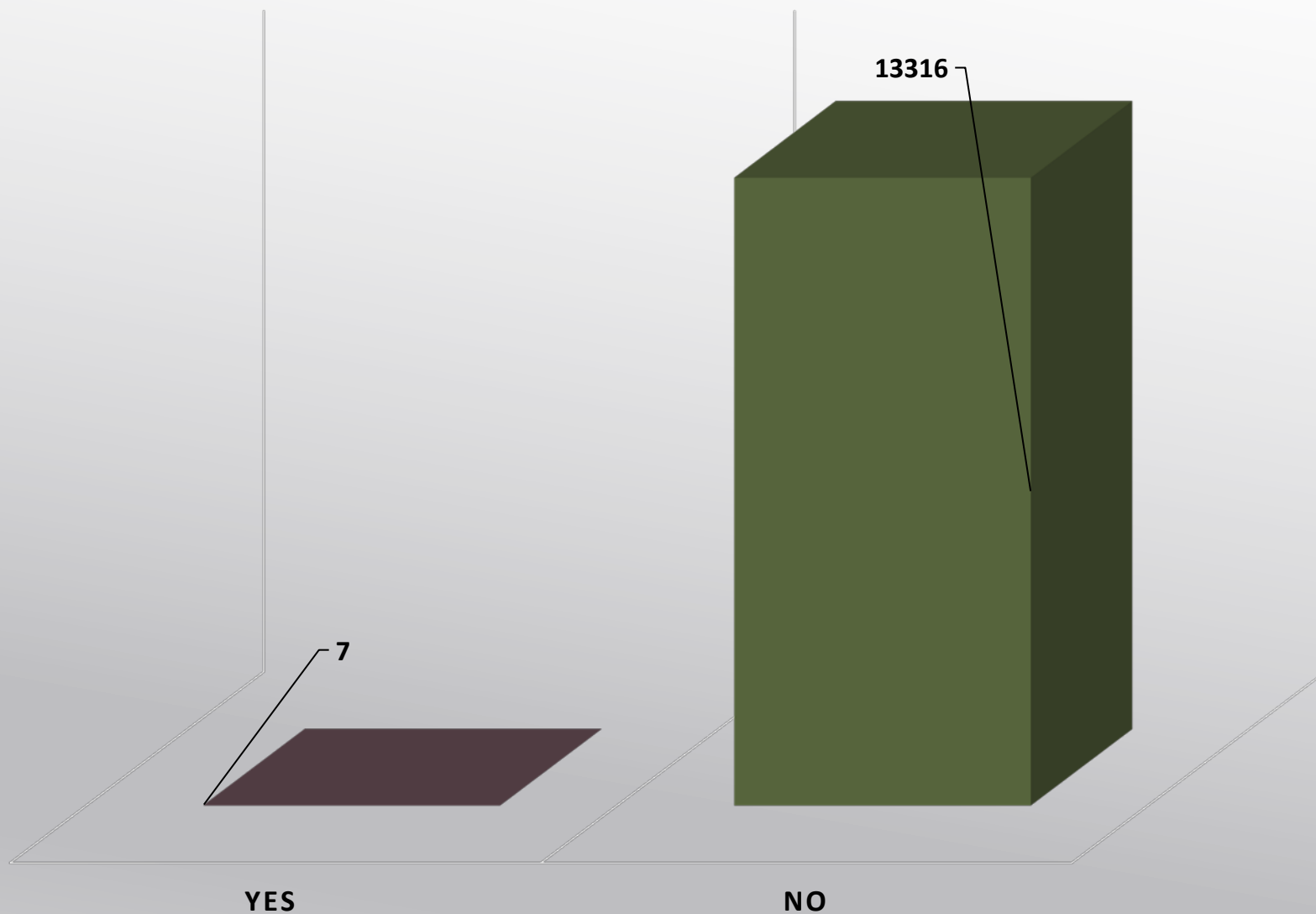


Arrests by Race





Physical Force Used During Stop





Questions?

CITY COMMISSION REGULAR MTG

(5) (b)

Meeting Date: 02/01/2023

Crime Statistics for calendar year 2022

Submitted For: Joseph Stanton, Police Department

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Crime Statistics for calendar year 2022 (Police Department)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report



Texas City Police Department

2022 Annual Charts & Graphs

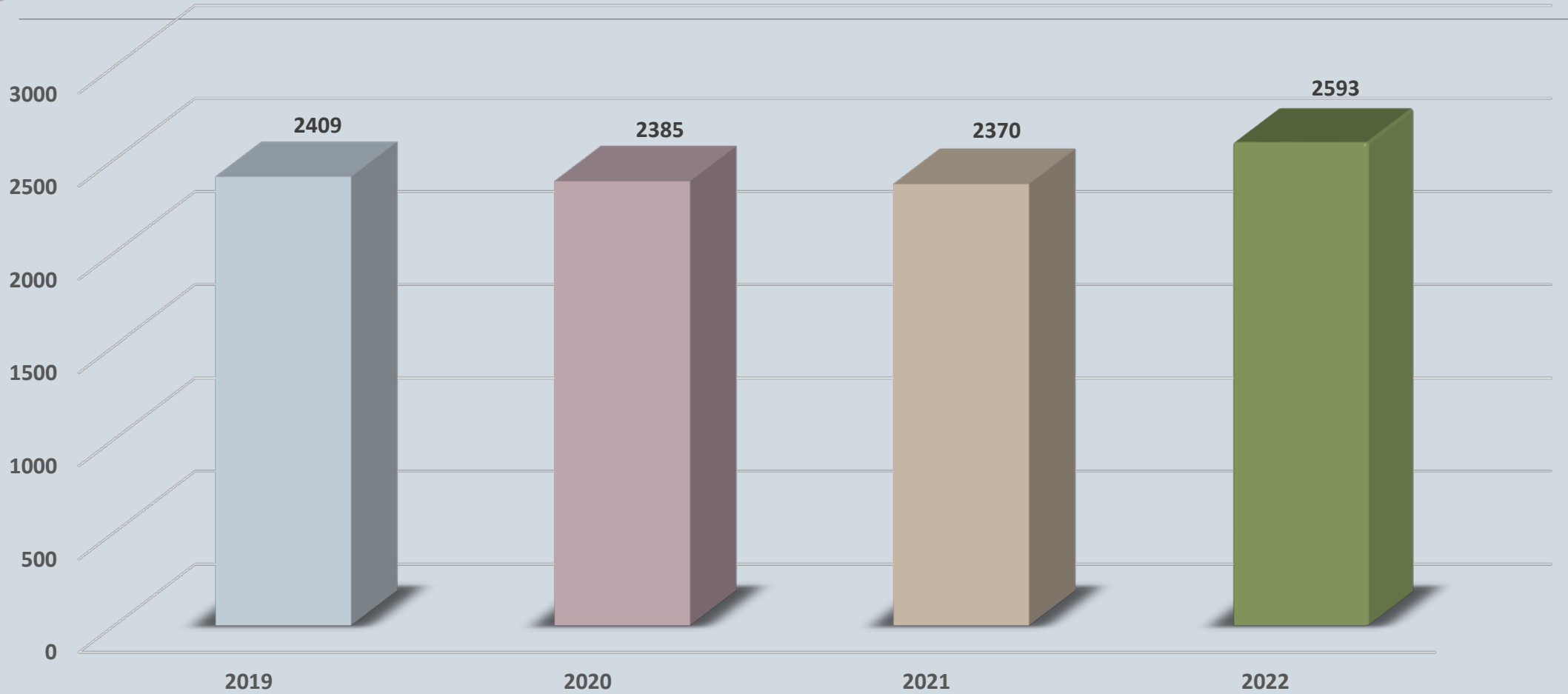


Texas City Police Department Crimes Stats

The information being presented was collected during 2022. This information was collected over the year by the National Incident-Based Reporting System, known as "NIBRS", which is an incident-based reporting system in which law enforcement collects data on each crime occurrence within their jurisdiction.

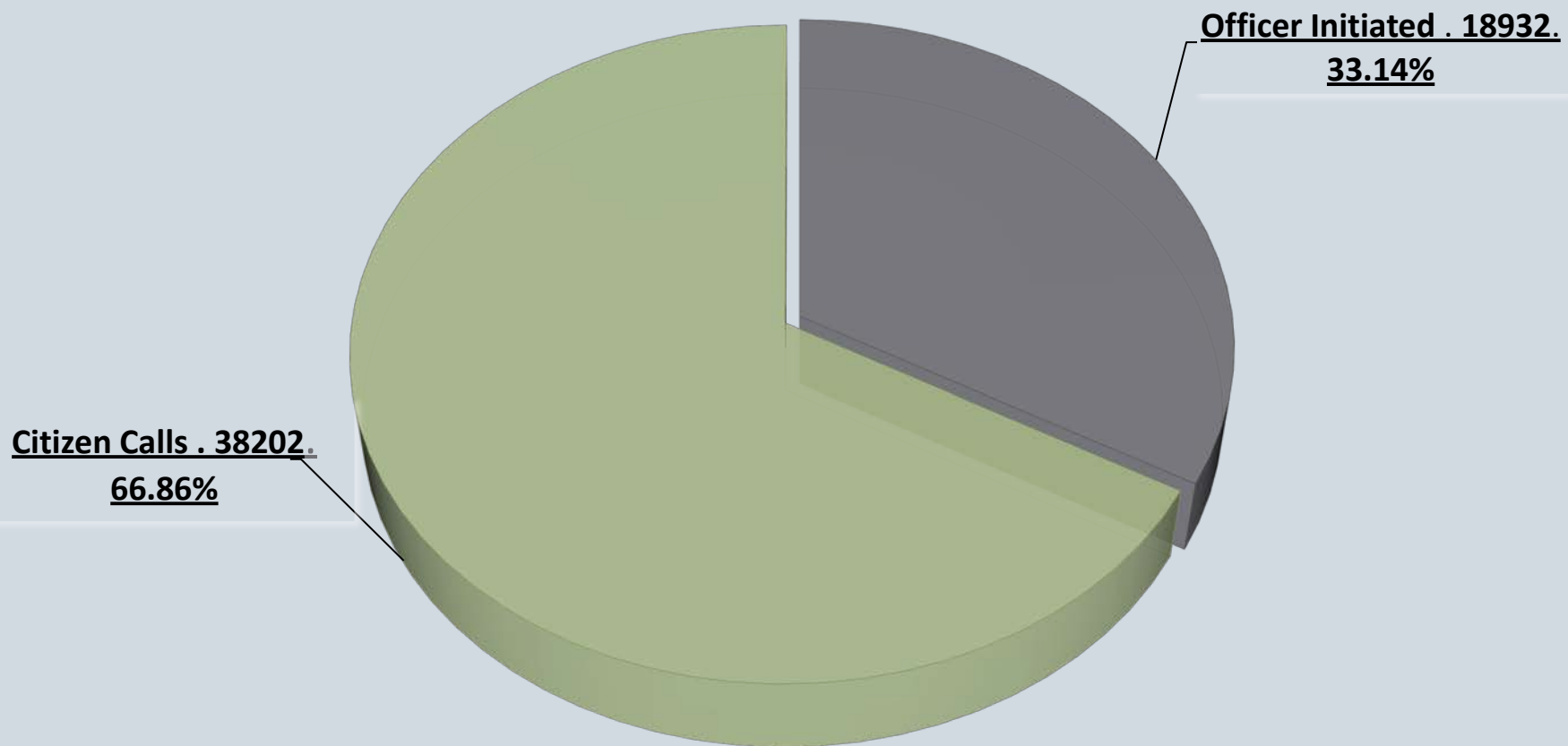


Total Crimes 2019-2022



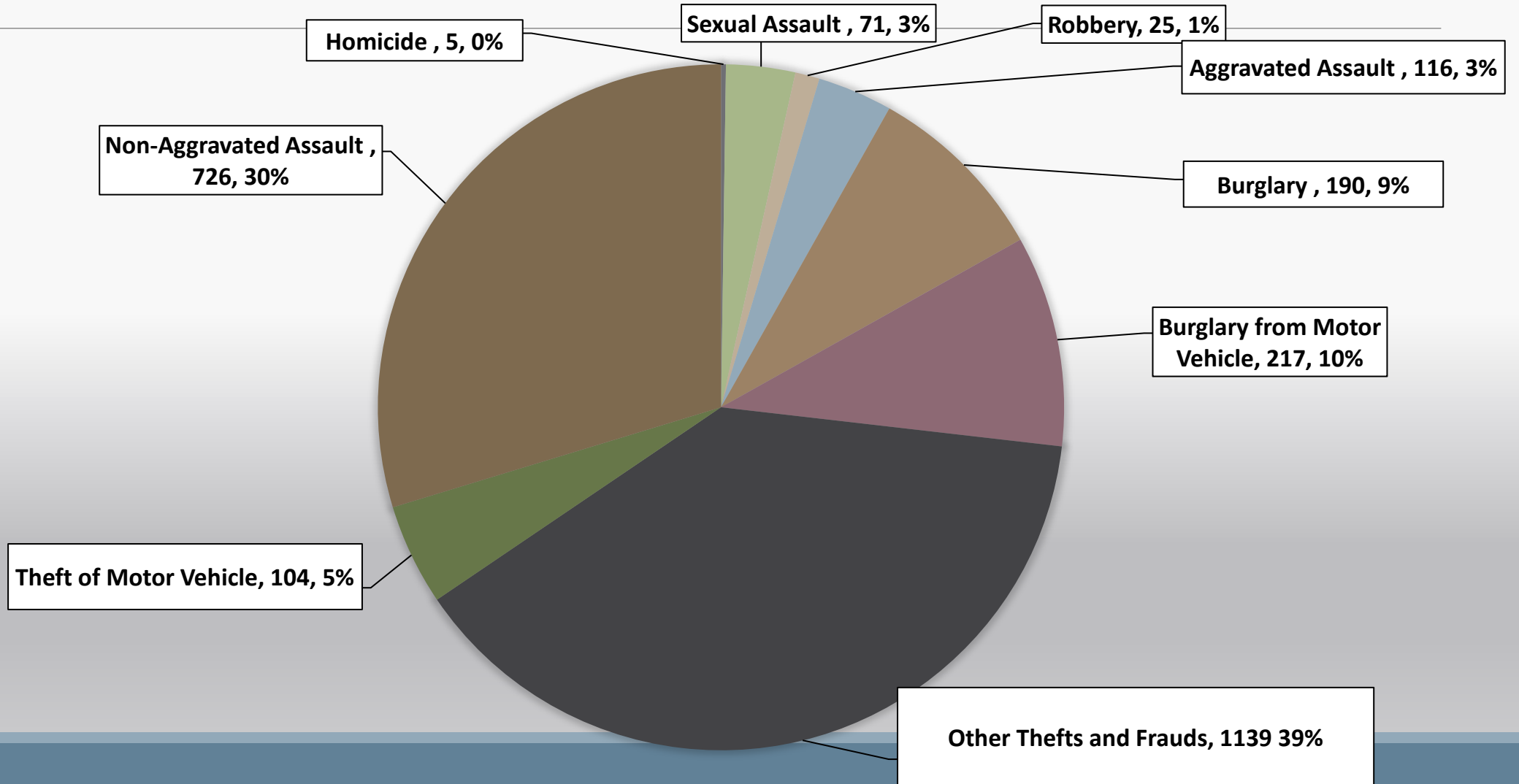


2022 Calls for Service 57,134 Total



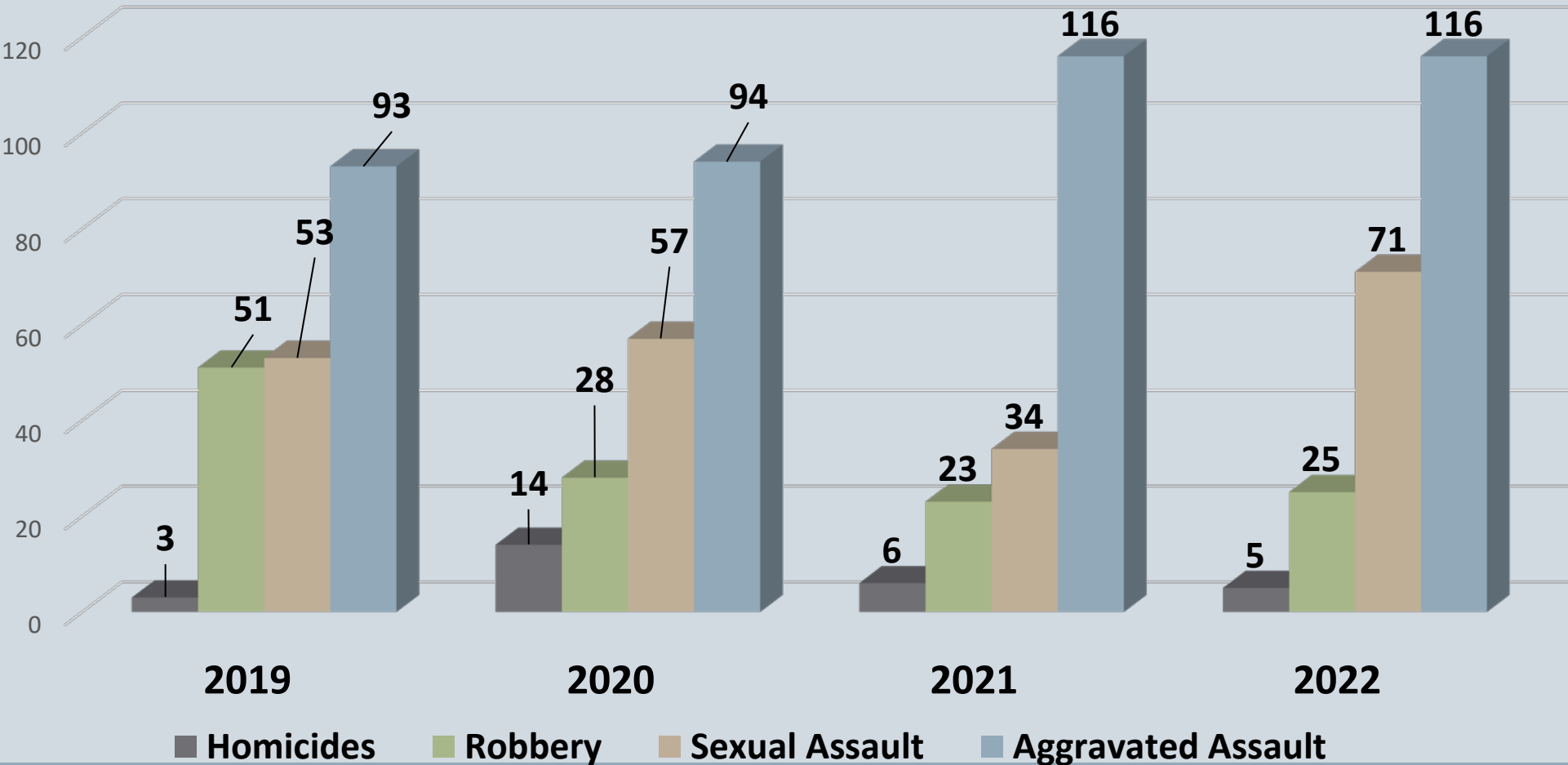


2022 Crimes



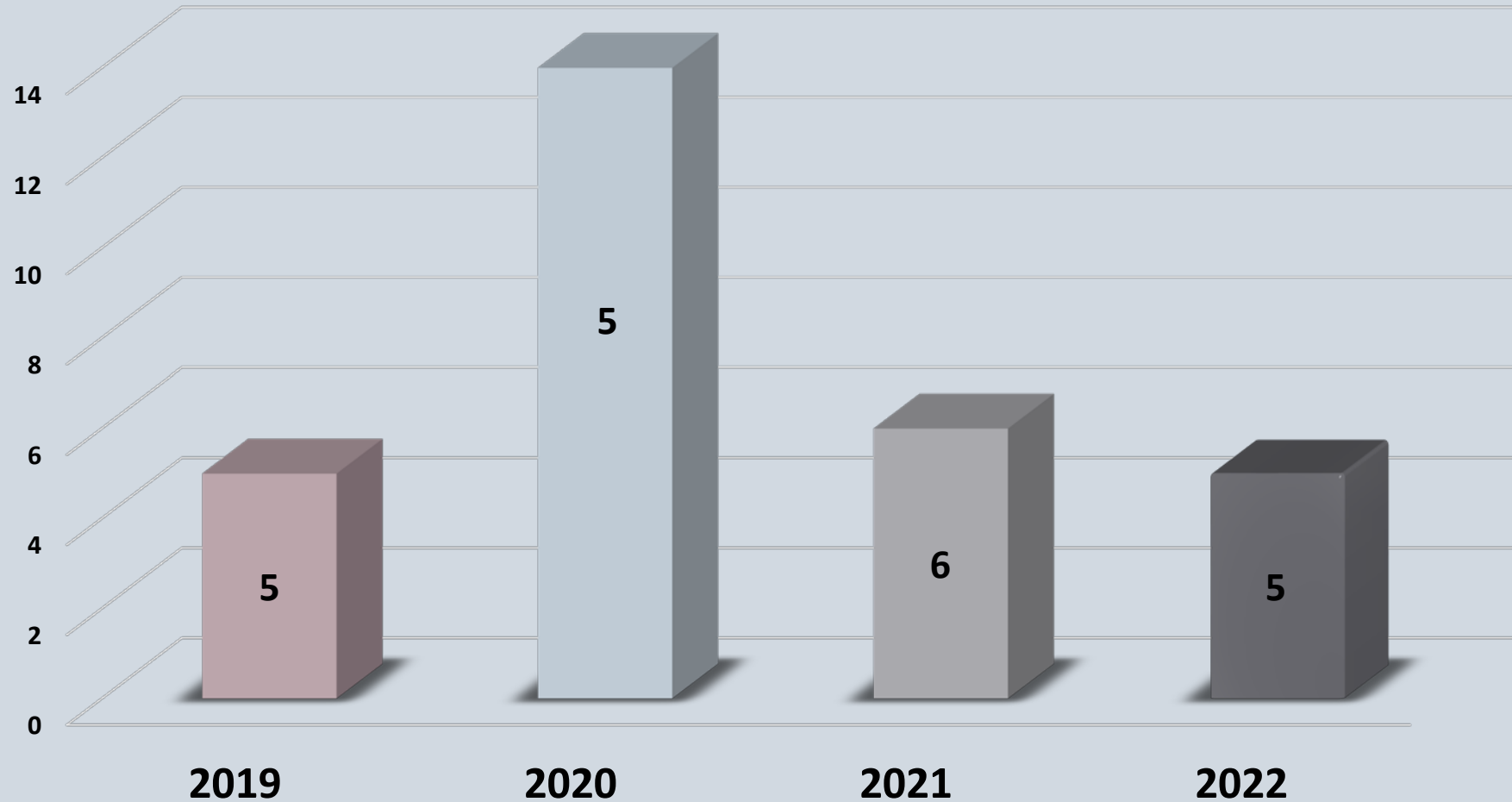


Violent Crime Comparison



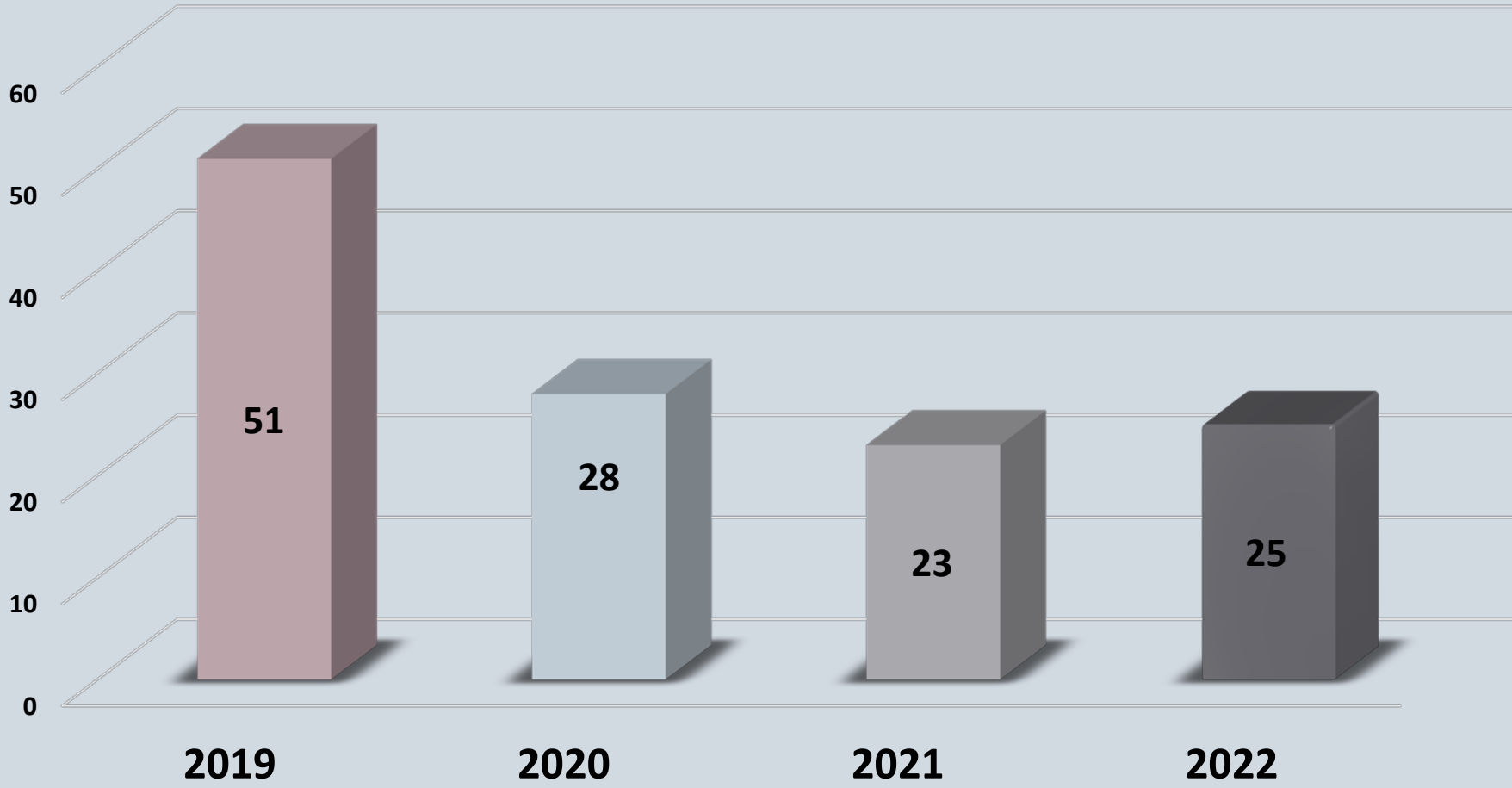


Homicides 2019-2022



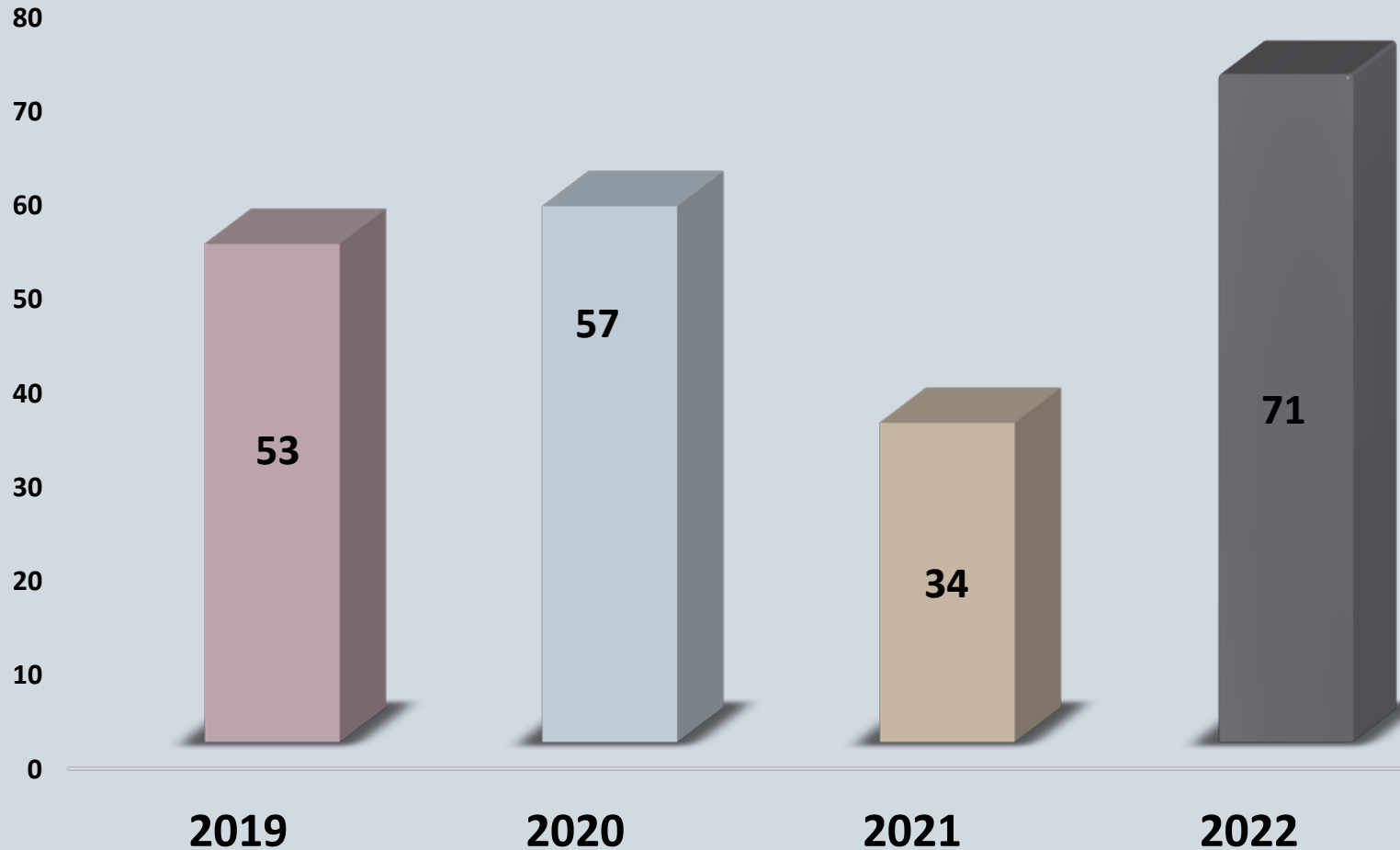


Robbery 2019-2022



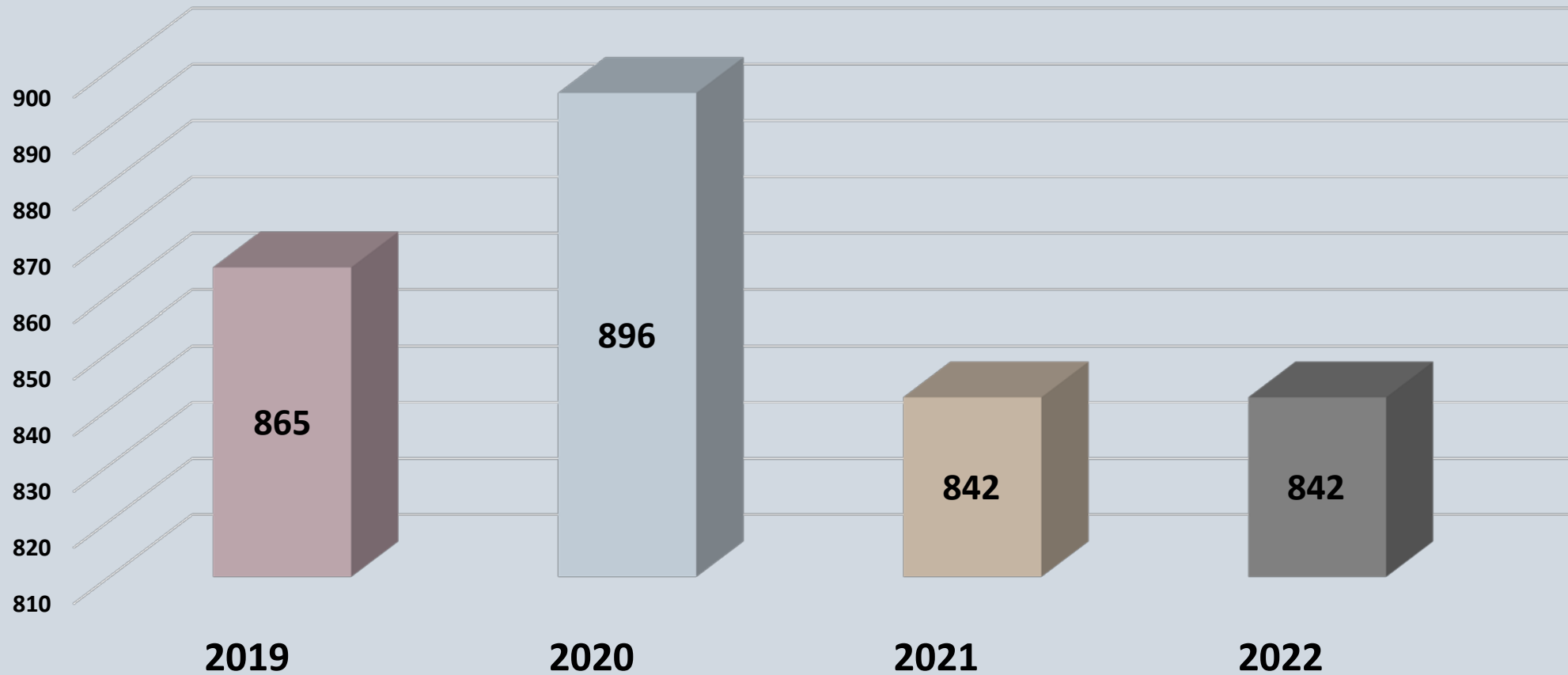


Sexual Assault 2019-2022



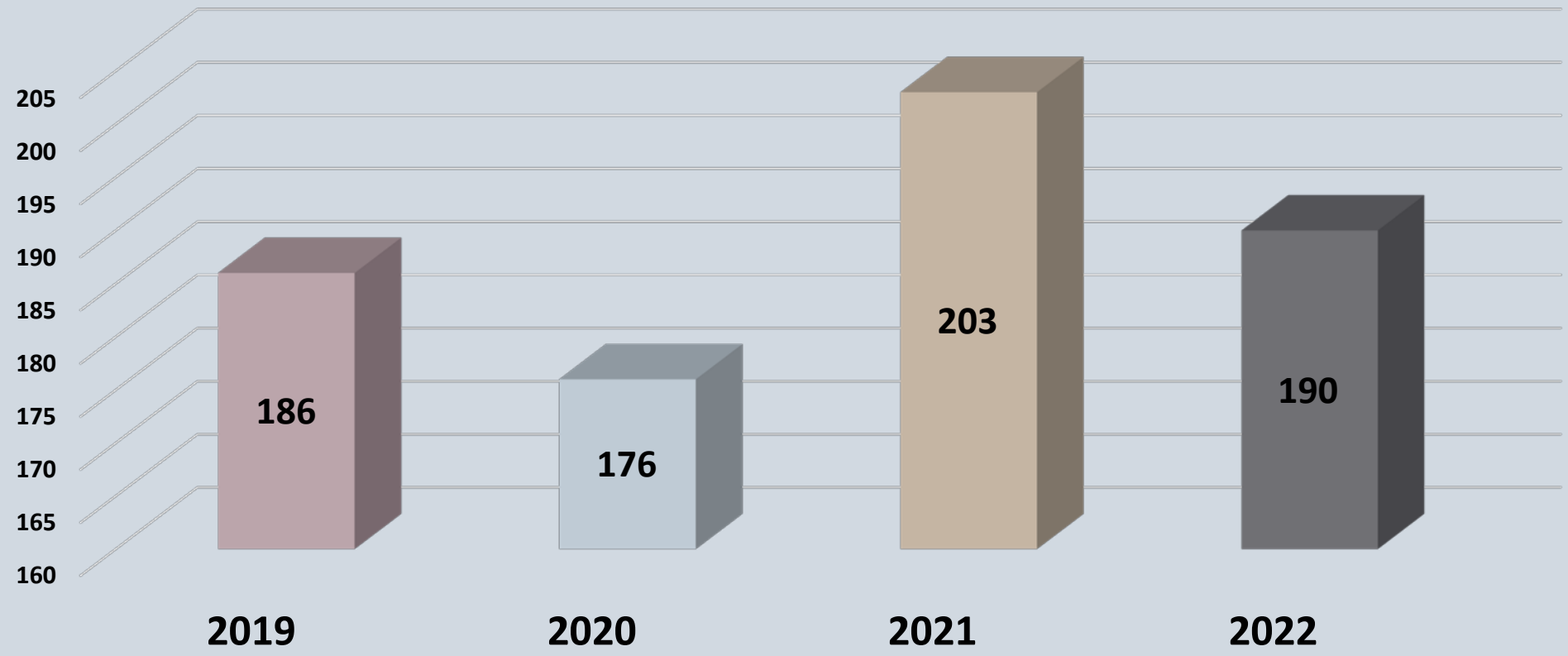


Assault (Aggravated and Simple) 2019-2022



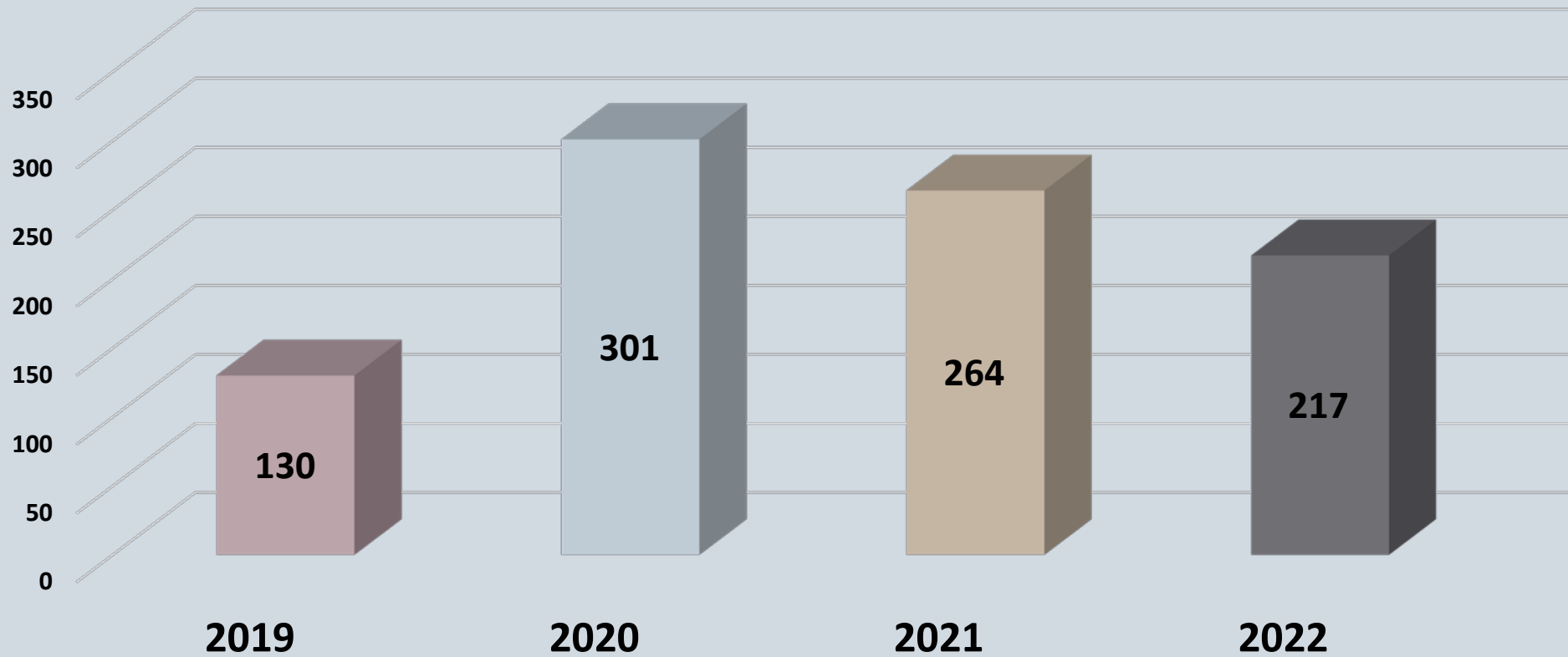


Burglary 2019-2022





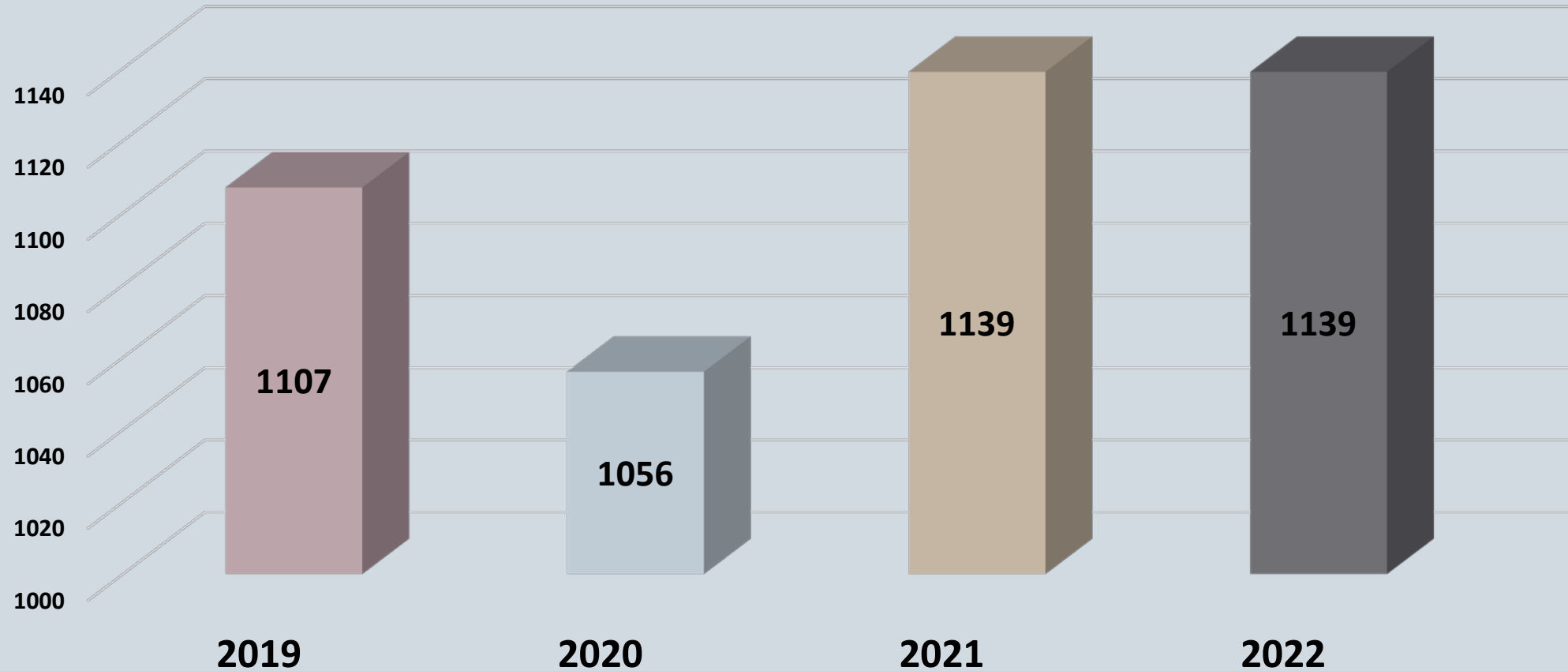
Burglary of Motor Vehicles 2019-2022





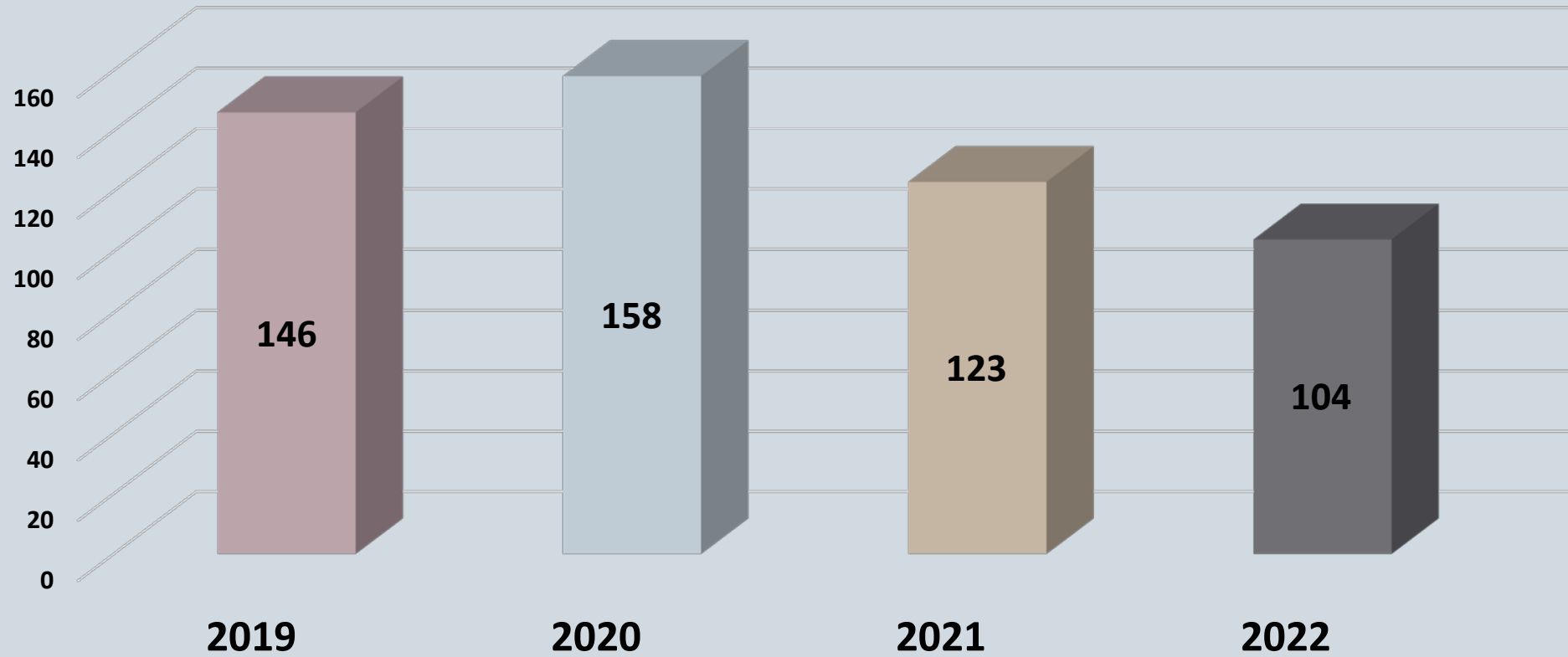
Other Theft 2019-2022

(Includes frauds and forgery)





Theft of Motor Vehicle 2019-2022



Questions?



CITY COMMISSION REGULAR MTG

(5) (c)

Meeting Date: 02/01/2023

Quarterly Finance Report

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST

Quarterly finance report for quarter ended December 31, 2022.

BACKGROUND (Brief Summary)

Quarterly finance report for quarter ended December 31, 2022.

RECOMMENDATION

Quarterly finance report for quarter ended December 31, 2022.

Fiscal Impact

Attachments

Report

**CITY OF TEXAS CITY
INVESTMENT REPORT
FOR THE QUARTER ENDING DECEMBER 31, 2022**

The City's Investment Policy requires the Director of Finance to submit quarterly reports to the City Commission.

A summary of the transactions in the portfolio for the quarter ending December 31, 2022 are as follows:

	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>
INVESTMENTS-BEG. OF PERIOD	\$ 95,826,496	\$ 91,445,053
INVESTMENT PURCHASES/ADDITIONS/TRANSFERS IN	11,855,009	11,855,009
INVESTMENT MATURITIES/DELETIONS/TRANSFERS OUT	(15,255,016)	(15,255,016)
AMORTIZATION(PREMIUM/DISCOUNT)	(43,869)	-
CHANGE IN FAIR MARKET VALUE	-	337,946
INVESTMENTS-END OF PERIOD	<u>\$ 92,382,621</u>	<u>\$ 88,339,130</u>
Interest received quarter ending 12-31-22	\$ 278,921	\$ 278,921
INVESTMENTS-END OF PERIOD PLUS INTEREST	<u>\$ 92,661,542</u>	<u>\$ 88,618,051</u>

**CITY OF TEXAS CITY
INVESTMENT REPORT
FOR THE QUARTER ENDING DECEMBER 31, 2022**

Portfolio Composition:

Certificates of Deposit (CDARS)	0%
Bank Deposits	3.17%
Treasury Securities	9.70%
Agency Securities	87.13%

Benchmark Rate of Return:

	@ 12/31/2022	@ 09/30/2022	@ 06/30/2022	@ 03/31/2022	@ 12/31/2021
1 Year Treasury Rate	4.73	4.05	2.80	1.63	0.38
6 Month T-Bill Rate	4.60	3.82	2.44	1.02	0.19
3 Month T-Bill Rate	4.30	3.22	1.66	0.51	0.06
City's Portfolio	1.48	1.32	0.66	0.38	0.32

Weighted Average Maturity of Portfolio:

499.11 days

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 02/01/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for January 18, 2023 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, JANUARY 18, 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 18, 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
Jami Clark, Commissioner District 4

Absent: Dorthea Jones Pointer, Commissioner District 3

2. INVOCATION

Led by Rev. A. L. Bell of First Missionary Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 1 DeAndre' Knoxson.

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

Titilayo Smith, Community Development/Grants Administrator, gave a PowerPoint presentation.

6. PUBLIC COMMENTS

Katrina Ross, Terra Payne, and Caroline McKenna spoke in favor of implementing a "Return to Field" program for community cats.

7. CONSENT AGENDA

Motioned by Mayor Pro-Tem Thelma Bowie to approve Consent Agenda items b, c, d, e, f, g, h, k, l, and m.

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

Pulled by Mayor Dedrick D. Johnson.

Scrivener's error: the minutes that need to be approved are from January 04, 2023.

Motion by Commissioner District 1 DeAndre' Knoxson, Seconded by Commissioner District 4 Jami Clark to approve the January 4, 2023 City Commission Minutes.

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Item was pulled by Commissioner District 4 Jami Clark.

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner At-Large, Mayor Pro Tem Thelma Bowie

Vote: 6 - 0 CARRIED

- j. Consider and take action on Resolution No. 2023-011, awarding Bid No. 2023-001 Air Condition Filter Replacement. (Purchasing)

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

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Vote: 6 - 0 CARRIED

- 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)

Motion by Commissioner At-Large Abel Garza, Jr., Seconded by Commissioner District 2 Felix Herrera

Vote: 6 - 0 CARRIED

8. ADJOURNMENT

Having no further business, Commissioner District 1 DeAndre' KNoxson made a MOTION to ADJOURN at 5:43 p.m.; the motion was SECONDED by Commissioner At Large Abel Garza, Jr. 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: 02/01/2023

Splash Pad and Playground at Rainbow Park

Submitted For: Dennis J Harris, Recreation and Tourism

Submitted By: Kelly Bender, Purchasing

Department: Purchasing

Information

ACTION REQUEST

Consider and take action Resolution No. 23-016, approving surface repairs to Rainbow Park splash pad and fall surface playground from BJ’s Park and Recreation Products through Buyboard (contract #679-22) – local government purchasing cooperative.

BACKGROUND (Brief Summary)

Recreation and Tourism Department is requesting the purchase of services/repairs of existing Spray Deck area for the failing Pour In Place (PIP) surface that currently exists at the Rainbow Park splash pad.

The ADA Playground PIP replacement consists of approximately 1,612 sq ft of exposed surface and stabilizing which includes, approximately 7’ x 9’ concrete sub-base at the sidewalk area, and repair of the aggregate sub-base at the playgrounds ship area. Attached you will find a breakdown of the scope of work to be performed at both locations.

RECOMMENDATION

It is the recommendation of the Parks, Recreation & Tourism Department to approve both surface repairs for Rainbow Park playground (\$45,520) and Splash Pad (\$35,764) from BJ’s Park and Recreation Products through Buyboard (contract #679-22) – local government purchasing cooperative for a total amount of \$81,284. Funds are available in the FY2022-23 Dike Fund budget.

Fiscal Impact

Attachments

Scope of work

Resolution



4003 Briar Lane
Magnolia, TX 77354

Local Phone: 281-356-2110
Texas Phone: 800-392-6158
Fax: 281-356-1802
Email: kevin@bjspark.com

Order Form

Quote #: 10385
Date: 1/11/2023
Rep.: Kevin Hanes

Bill To:

Charles Thompson
City of Texas City Parks
2010 5th Avenue North
Texas City, TX 77590
Phone: 409-682-6940
Fax: 409-949-4810

Ship To: Rainbow Park Spray Pad

Contact:
Company:
Address:

Contact to Call:
Call Prior #:

Qty	Model #	Mfg	Description	Wt	Total Wt	\$ Each	\$ Total
1		POI	Remove existing PIP and prep surface for skim coat Raise level of surface and install spray deck with four colors		0	35,764.00	35,764.00
					0		0.00
					0		0.00
					0		0.00
			BuyBoard Contract 679-22		0		0.00
					0		0.00
					0		0.00
					0	Sub-total	35,764.00
						Shipping & handling	n/a
						Total	35,764.00
			Tax Rate	0.00%		Tax	exempt
						Grand Total	\$ 35,764.00

NOTE: Quote does not include permits or bonding. Terms are net 30 days with approved credit (contractors must supply bond information). Accounts over 30 days are subject to 1-1/2% service charge per month. We also accept credit cards however a merchant fee is applicable and will be added to the quote. Prices quoted do not include permits or bonding unless so noted on this proposal. BJ's Park & Recreation Products standard insurance coverage shall apply. Should additional coverages be required the excess cost will be passed on to the customer. If installation is included, installation price is for normal soil conditions with no obstructions including utilities. Should obstructions, rocks, excessive hard soils, water, or utilities be encountered work will be stopped until an agreeable solution is formalized. A trip charge will be charged to the customer if work is stopped and not resumed the same day. This proposal is valid for 30 days. By signing this agreement, customer agrees to the terms and conditions within. **NO RETAINAGES ALLOWED.**
K. Hanes, Incorporated dba BJ's Park & Recreation Products TX HUB Certified

We appreciate the opportunity,

Kevin Hanes
President

Accepted by (Signature): _____
Print Above Name: _____
Title: _____
Date: _____
Your PO #: _____



4003 Briar Lane
Magnolia, TX 77354

Local Phone: 281-356-2110
Texas Phone: 800-392-6158
Fax: 281-356-1802
Email: kevin@bjspark.com

Order Form

Quote #: 10384
Date: 1/11/2023
Rep.: Kevin Hanes

Bill To:

Charles Thompson
City of Texas City Parks
2010 5th Avenue North
Texas City, TX 77590
Phone: 409-682-6940
Fax: 409-949-4810

Ship To: Rainbow Park Playground

Contact:
Company:
Address:

Contact to Call:
Call Prior #:

Qty	Model #	Mfg	Description	Wt	Total Wt	\$ Each	\$ Total
1		POI	Remove existing PIP-repair base- install approx. 7'x9' concrete base at sidewalk-install new PIP		0	42,620.00	42,620.00
					0		0.00
					0		0.00
					0		0.00
			BuyBoard Contract 679-22		0		0.00
					0		0.00
					0		0.00
					0		0.00
					0		0.00
					0	Sub-total	42,620.00
						Shipping & handling	\$ 2,900.00
						Total	45,520.00
			Tax Rate	0.00%		Tax	exempt
						Grand Total	\$ 45,520.00

NOTE: Quote does not include permits or bonding. Terms are net 30 days with approved credit (contractors must supply bond information). Accounts over 30 days are subject to 1-1/2% service charge per month. We also accept credit cards however a merchant fee is applicable and will be added to the quote. Prices quoted do not include permits or bonding unless so noted on this proposal. BJ's Park & Recreation Products standard insurance coverage shall apply. Should additional coverages be required the excess cost will be passed on to the customer. If installation is included, installation price is for normal soil conditions with no obstructions including utilities. Should obstructions, rocks, excessive hard soils, water, or utilities be encountered work will be stopped until an agreeable solution is formalized. A trip charge will be charged to the customer if work is stopped and not resumed the same day. This proposal is valid for 30 days. By signing this agreement, customer agrees to the terms and conditions within. **NO RETAINAGES ALLOWED.**
K. Hanes, Incorporated dba BJ's Park & Recreation Products TX HUB Certified

We appreciate the opportunity,

Kevin Hanes
President

Accepted by (Signature): _____
Print Above Name: _____
Title: _____
Date: _____
Your PO #: _____

BJ's Park & Recreation Products
4003 Briar Lane
Magnolia, TX 77354

281.356.2110 ~ Texas 800.392.6158
Fax 281.356.1802 ~ Email kevin@bjspark.com

January 19, 2023

Byron Sefcik
City of Texas City Parks
2010 5th Avenue North
Texas City, TX 77590

Rainbow Park Scope of Work

Splash Pad

Site Prep: Remove existing PIP rubber and discard
Sand and grind down all the glue, and any leftover Rubber
Acid wash
Apply skim coat, self-leveling
Apply Textra coat
Apply color (4 colors)
Apply sealer coat

This product has a two year craftsmanship warranty. This will cover against chipping, popping and flaking of the paint. Will not cover under concrete, settling or cracking.

Playground

Remove existing PIP and discard
Repair and compact base in PIP area
Install new 7'x9' concrete base at sidewalk
Install new PIP in same area as existing
Does not include replacement of EWF

Sincerely,



Kevin Hanes
President

BJ's Park & Recreation Products

4003 Briar Lane
Magnolia, TX 77354

GUARANTEE / WARRANTY

Project: Splash Pad and Playground at Rainbow Park

Location: 800 Bay Street, North Texas City, TX 77590

Owner: City of Texas City

Job #:

Date of Final Acceptance:

We, BJ's Park & Recreation Products (contractor), hereby guarantee and warrant that the work performed at the above referenced project complies with the General Conditions of the Contract and related approved drawings and specifications. We agree to correct any defects in the work performed for a period of one (1) year from the date of final acceptance. We guarantee, for a period of one (1) year, all workmanship and contractor furnished materials. We will make all repairs or replacements, complying with the Owner's and/or Architect's satisfaction. Costs for such repairs and corrective work, including costs of making good all other work damaged by or otherwise affected by making repairs or corrective work, shall be borne by us without cost to the Owner. When correcting defects the Contractor must obtain Owner's approval, in writing, before replacing defective materials with materials that are different from those originally required to be installed. All such defects and repairs shall be corrected within ten (10) days following notification by Owner to Contractor. In the event of our failure to comply with the above mentioned conditions, and the failure to commence all such corrective work within ten (10) days after being notified in writing, and work diligently to complete, we collectively and separately do hereby authorize the said Owner to proceed to have defects repaired and made good at our expense, and will honor and pay the costs and charges therefore upon demand.

BJ's Park and Recreation Products shall not be held liable for any act of God, vandalism, abusive use, modifications made by others or work outside the scope of the contract.

President

Date:

150 Brownson Lane
Driftwood, TX 78676



512-847-2473
DuraPlay.com

5 Year Warranty

Project: Splash Pad and Playground at Rainbow Park

Project Owner: City of Texas City

Project Site: 800 Bay Street North, Texas City, TX 77590

Date Surfacing Installation Completed: _____

Final Inspection By: _____

Date Inspected: _____

Contractor: _____

DuraPlay, Inc. Representative: _____

DuraPlay Surfacing Description: _____

_____ Total Square Footage of Surfacing _____

DuraPlay, Inc. warrants to the owner of the project described above, subject to the terms, conditions, and limitations stated herein, as follows:

The surface includes DuraPlay Primer, DuraPlay Base and DuraPlay Wearing Surface. That the DuraPlay Surfacing System will not peel, delaminate, or crack as a result of normal weather conditions and that the DuraPlay Surfacing System will be in complete compliance with ASTM 1292 standards for the first three (3) years of the Warranty Period.

The Warranty shall continue for a period of two (2) subsequent years, for a total five (5) Year Warranty Period, commencing from the date of the final inspections of the DuraPlay Surfacing System as shown above, provided the Owner gives DuraPlay written notice of any defects in the Surfacing System within 30 days from the discovery of such defects. These subsequent two (2) years of compliance, Years Four (4) and Five (5) of the Warranty Period, exclude ASTM 1292 standards compliance coverage.

The foregoing Warranty does not cover defects of damage caused by (1) structural or design defect related to the substrate, area drainage system, or any other adjacent system which may impact the DuraPlay Surfacing System; (2) misuse, vandalism, civil disobedience, act of war; (3) any condition caused by any negligence or accidents in maintaining the Surfacing System; (4) act of God, including lightening, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes, foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained herein do not cover any material used on the Surfacing System which was not supplied by DuraPlay unless specifically indicated above.

Owner's Compliance with Maintenance Manual

The Warranties stated above are subject to and conditioned upon the Owner's compliance with DuraPlay, Inc's maintenance procedures.



Exclusions from Warranties

The Warranties stated above exclude damage caused by:

- Improper or faulty subsurface grading and/or substrate preparation
- Lack of an adequate and functioning area drainage system to prevent subsurface ponding and/or erosion
- Movement of stone aggregate substrate caused by subgrade movement
- Shrinkage (which is an inherent characteristic of elastic rubber)
- Normal wear and tear
- Slight color variations
- Improper snow removal
- Neglect, abuse, deliberate act, accident, or vandalism
- Act of God, casualty
- Improper dry-cleaning fluids
- Improper cleaning methods and/or cleaning methods not sanctioned by DuraPlay, Inc.

Warranty Claims Procedure

All Warranty claims must be made in writing and sent with photographs to DuraPlay, Inc. at the address listed below, within thirty (30) days after Owner has or should have knowledge of the alleged defect. Within a reasonable time of receipt of notice, DuraPlay, Inc. shall have the opportunity to inspect the site and investigate the affected area, including the right to take any photographs and/or tests of the area. Any repair or replacement work performed by a party other than DuraPlay, Inc. shall invalidate this Warranty and terminate any further obligation of DuraPlay, Inc.

Limitations and Exclusions of Warranty/Remedy

If an area of the surface is determined to be covered by this Warranty, DuraPlay, Inc's obligations under this Warranty shall be to repair or replace the area. The remedy of the repair or replacement shall be the Owner's sole and exclusive remedy. Except in the case of personal injury, DuraPlay, Inc. shall not be liable for consequential damages. In no event shall DuraPlay, Inc. be liable for punitive damages.

This Warranty shall be of no enforce if DuraPlay, Inc. is not paid in full for the System and DuraPlay Inc's obligations under this Warranty are expressly contingent upon DuraPlay, Inc. being paid in full for the System. DuraPlay, Inc must be paid at least 90% of its contract balance within one hundred and twenty (120) days of the substantial completion of its work and fully paid within one year of the substantial completion of its work, or when the retainage is due by the Contract. In the event that repairs are required which would otherwise be covered under the Warranty but for non-payment, DuraPlay, Inc. and the Owner may mutually agree that DuraPlay, Inc. shall perform such repairs on a pre-pay basis.

NO OTHER WARRANTIES OR REPRESENTATIVES, EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE MADE AND ALL OTHER WARRANTIES EXCEPT AS EXPRESSLY STATED HEREIN ARE DISCLAIMED.

This Warranty is issued by DuraPlay, Inc in the state of Texas and shall be governed by and interpreted in accordance with the laws of the State of Texas.

DuraPlay, Inc.

Project Owner: City of Texas City

By: _____

By: _____

RESOLUTION NO. 2023-016

A RESOLUTION AUTHORIZING SURFACE REPAIRS TO RAINBOW PARK SPLASH PAD AND FALL SURFACE PLAYGROUND, FOR THE RECREATION AND TOURISM DEPARTMENT, FROM BJ'S PARK AND RECREATION PRODUCTS THROUGH BUYBOARD CONTRACT NO. 679-22 IN THE AMOUNT OF \$81,242.00; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this request is for surface repairs to Rainbow Park splash pad and fall surface playground from BJ's Park and Recreation Products through BuyBoard (contract no. 679-22) – local government purchasing cooperative; and

WHEREAS, the Texas City Recreation and Tourism Department requests authorization to process a payment through the BuyBoard Contract No. 607-22 in the amount of \$81,284.00. Funds are available in the FY22/23 Annual Budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby authorizes the payment for surface repairs to Rainbow Park splash pad and fall surface playground from BJ's Park and Recreation Products through BuyBoard (contract no. 679-22) in the amount of \$81,284.00, as set out on the quotes attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 1st day of February 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) (c)

Meeting Date: 02/01/2023

Engineering, Consulting, and Construction Phase Services for the Fire Station #4 Access Road Project

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve the execution of and engineering Agreement for Services with ARKK Engineers, LLC. for the Fire Station #4 Access Road Project.

BACKGROUND (Brief Summary)

ARKK Engineers, LLC. has submitted an Agreement for Services for the engineering and construction phase consulting services of the Fire Station #4 Access Road Project for the total amount of \$65,400. This includes all phases of engineering, bidding, and construction administration. Funds will be transferred into the construction account for the Fire Station 4 / Police Substation. A copy of this proposal and geometric layout are attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement of Services, with ARKK Engineers, LLC. for the Fire Station #4, Access Road Project on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve any change orders, not to exceed 25% of the total amount, without taking the matter before the City Commission. Thank you.

Fiscal Impact

Attachments

Exhibit A

Exhibit B

Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 2023, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

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

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

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

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$65,400.00** for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced

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

11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.

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

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC.
Consultant

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

CITY OF TEXAS CITY, TEXAS
Client

BY: _____
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
DIRECTOR OF FINANCE



ATTACHMENT "A"

January 9, 2023

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's
"Fire Station #4 Access Road Project"

Dear Mr. Haralson:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves providing engineering design and construction phase services for the construction of an access roadway that would connect Fire Station # 4 (currently under construction) to Lago Mar Blvd. in the City of Texas City. The roadway design is proposed to be a 28-foot wide, 8-inch thick concrete pavement, with underground storm sewer. This roadway will be designed to be 8 inchthick due to the fire truck traffic.

The proposed storm sewer for this roadway is proposed to connected to Lago Mar Blvd. The storm sewer will be designed to accommodate the roadway and right of way. It is not intended that future developments along this roadway will connect to this storm sewer system. No storm water detention volume is being designed for this access roadway. As discussed, it is assumed that the storm water detention volume for this segment of the roadway will be accounted for in the existing detention pond south of the fire station where the existing storm sewer along Lago Mar Blvd. is currently connected.

It is assumed that the road right-of-way will be conveyed to the City by the developer in a future subdivision plat. This proposal does not include preparation of any right-of-way documents for this proposed right-of-way.

Water and sanitary sewer utilities are not being extended down this roadway. It is anticipated that the future developments will address providing utilities to future improvements.

The estimated project cost of the roadway is **\$647,100** and includes construction, engineering, and construction phase services costs. The estimated construction cost includes a 15% construction contingency.

Surveying and geotechnical data from previous studies will be utilized to aid with the design efforts. As discussed with City staff, environmental services work will not be performed and therefore is not included in this proposal. However, if it is determined that if such services are necessary: ARKK will submit a separate proposal to the City. During the construction of this project, the City of Texas City will provide an inspector to observe the progress of the construction and perform construction management services. Therefore, construction management and inspection services by ARKK Engineers personnel are not part of the scope of this project. A budget for inspection support is included with this proposal. This proposal addresses the engineering services ARKK Engineers will provide the City of Texas City during the design, bid, and construction phases for the project.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Coordinate with utility companies on potential conflicts with the proposed improvements.
- Prepare backgrounds of the project alignment to aid with the design.
- Perform design for the proposed improvements.
- Coordinate with governmental entities that may be impacted by the project.
- Prepare project specifications and construction drawings for the project.
- Coordinate with the City of Texas City during the design phase. Provide digital copies or draft sets of plans and specifications for review and comments.

- Incorporate appropriate comments from pertinent entities into the final design documents.
- Prepare a final cost estimate for the project.

B. Special Services - Design Phase

1. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.

2. Reproduction

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

II. BID PHASE SERVICES

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare contract documents for execution by the successful bidder.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Assist City's Project Representative during the construction phase.
- Review and respond accordingly to all submittals provided by the construction contractor.
- Prepare change orders as necessitated by field conditions.
- Review contractor's monthly pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Prepare and submit record drawing based on Contractor's submitted red line set.

B. Special Services – Construction Phase

1. Construction Field Support:

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

2. Construction Materials Testing:

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

FEE

Design Services: Lump Sum amount of:	\$29,750.00
Storm Water Pollution Prevention Plan: lump sum amount of:	\$1,000.00
Reproduction: lump sum amount of:	\$750.00
Bid Phase: lump sum amount of:	\$2,750.00
Construction Administration Services: lump sum amount of:	\$ 14,900.00
* Construction Inspection Support Services: (Hourly and cost plus 10%):	\$9,750.00
*Construction Materials Testing Budget: (Cost plus 10%)	<u>\$ 6,500.00</u>
Total Fee	\$65,400.00

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

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

Sincerely,

ARKK ENGINEERS, LLC

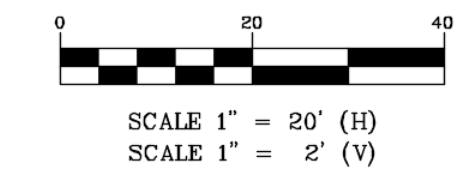


Madhu Kilambi, P.E.

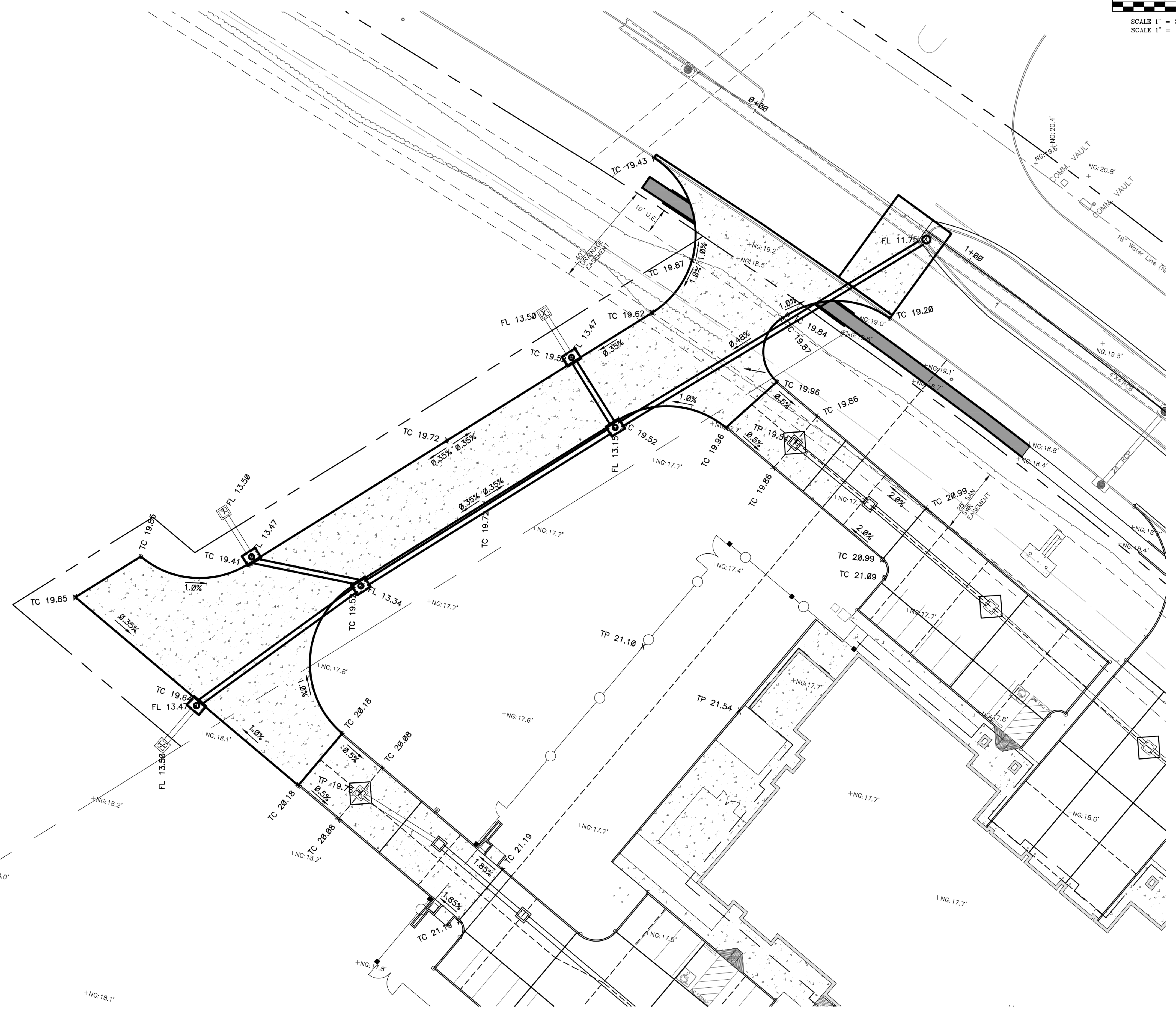
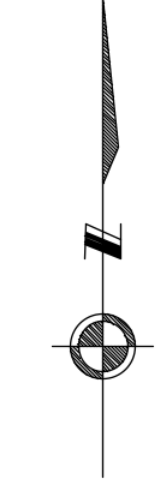
Senior Project Manager / Principal

ATTACHMENT "B"
INSURANCE LIMITS

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



- LEGEND:**
- PROP. 6" & 8" THICK CONCRETE PAVEMENT AND 8" SUBGRADE (SUBGRADE TO EXTEND 2' OUTSIDE CURB)
 - PROP. 4" THICK CONCRETE SIDEWALK
 - PROP. SAWCUT OR CONSTRUCTION JOINT
 - PROP. EXPANSION JOINT
 - DRAINAGE FLOW ARROWS
 - EXISTING GROUND ELEVATION



MK.	DESCRIPTION	DATE	DWN.	CHK.



7322 Southwest Freeway, Suite 1040 • Houston, Texas 77074
(713) 400-2755 • www.arkkengineers.com • TX PE Firm No. 13872

City of Texas City, Texas

Fire Station #4 & Police Substation Side Road

Job No.: 21-052	Scale:	SHEET
Date: May 2022	HORZ:	
Dwn By: D Fattig	VERT:	
Chkd By: J Rudloff		
		OF XX

RESOLUTION NO. 2023-017

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

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

WHEREAS, ARKK Engineers, LLC, has submitted an Agreement for Service services for the Fire Station No. 4 Access Road Project; and

WHEREAS, the cost for the Engineering Service Agreement is approximately \$65,400.00.

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

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

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

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

PASSED AND ADOPTED this 1st day of February 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) (d)

Meeting Date: 02/01/2023

Contract with Catholic Charities Archdiocese of Galveston-Houston to Disburse Payments for Emergency Rental Assistance Program

Submitted For: Titilayo Smith, Community Development/ Grant Admin

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Community Development/ Grant Admin

Information

ACTION REQUEST

Authorize Mayor Johnson to enter into a contract with Catholic Charities Archdiocese of Galveston-Houston to disburse payments under the Texas City Emergency Rental Assistance Program.

BACKGROUND (Brief Summary)

On August 18, 2021, the City of Texas City entered into a contract with Catholic Charities Archdiocese of Galveston-Houston to operate the COVID-19 Emergency Rental Assistance Program to provide approximately \$435,763 in Community Development Block Grant CV funds to pay arrears and/or future rent for households that could demonstrate an inability to pay rent due to the effect of the pandemic, including loss of employment. That contract expired on February 28, 2022. In accordance with the original contract, on March 1, 2022, it was extended to May 21, 2022, to provide additional time to distribute the funds. When the extension ended there were still funds available that can be utilized to assist Texas City residents under this program. The Community Development Administrator is requesting that a sole source contract be executed with Catholic Charities to be effective from 2/1/23 to 7/31/23 in order to distribute available funds to the landlords of applicants who have already been approved for the program.

RECOMMENDATION

It is the recommendation of the Community Development Administrator that the City of Texas City contract with Catholic Charities Archdiocese of Galveston-Houston to distribute remaining CDBG-CV funds available to benefit Texas City residents who were impacted by the pandemic under the Emergency Rental Assistance Program.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$22,284.33

Source of Funds: CDBG-CV Grant

Account #: 296-601-53811, 296-601-53051

Fiscal Impact:

These accounts contain \$22,284.33 that need to be expended in order to close out the grant.

Attachments

Initial Contract
Amendment to Contract
Resolution

CONTRACT FOR EMERGENCY RENTAL ASSISTANCE SERVICES

This Contract for Emergency Rental Assistance Services (“Contract”) is made and entered into this 18th day of August, 2021, by and between the City of Texas City, Texas, hereinafter referred to as the “City” and Catholic Charities, herein referred to as the Contractor, for and in consideration of the mutual covenants and considerations hereinafter contained.

The City, through its Community Development Department (CDD), is contracting with Catholic Charities (CCGH) to operate the COVID-19 Emergency Rental Assistance Program (“Program”), to provide approximately \$435,763 in Community Development Block Grant CV (“CDBG-CV”) funds to pay arrears and/or future rent for households that can demonstrate an inability to pay rent due to the effects of the pandemic, including a loss of employment.

Term and Scope of Contract:

The Contract’s term will be August 16, 2021 – February 28, 2022. This Contract may be extended up to 90 days, in the event the City receives additional CDBG-CV funds, or the existing funds are not exhausted prior to February 29, 2022. The Contractor shall execute the following tasks:

- Within 5 business days of Contract execution, develop plans and materials for launch of new program.
- Within 15 business days of Contract execution, demonstrate capacity to begin accepting and processing applications.
- Communicate in hard copy, digitally and via phone with applicants regarding pre-application process, application process, guidelines of the program, and status of applications and payments.
- Assist tenants and landlords in navigating the application process.
- Communicate with landlords and tenants regarding incomplete applications and collect missing data/information.
- Ensure entry of all needed applicant information into CDD housing database (Neighborly).
- Review and determine eligibility of applications.
- Communicate with all applicants and landlords regarding determination of eligibility.
- Work with CDD staff and vendors to facilitate weekly subsidy payments.
- Review payments for accuracy and report weekly to CDD.
- Work with CDD staff and vendors to ensure quality administration of program.

Contract Implementation Schedule:

August 26 - Establish a phone number for Texas City Help Line for Emergency Assistance.

August 16 -27 - Create and launch website.

August 18 – February 28, 2022 (or until all funds are expended) - Review Applications. All applications will be reviewed for CDBG-CV eligibility, completeness, and supporting documentation which demonstrates compliance with the national objective of low- and moderate-income limited clientele (LMC). (A full description of the LMC criteria is included in Appendix A to this Contract).

The CCGH Program Coordinator and Eligibility Specialist will communicate applicants via phone, email, and text message. Rental payments will be processed according to eligibility requirements until all funds are expended. Rents will be paid by check or ACH through the CCGH Finance Office.

August 18 – To Project Completion -Quality Compliance and reporting- The CCGH QC team will review the emergency assistance program for compliance and test 10% of files on a daily or weekly basis. CCGH will provide reports to CDD on a weekly basis or as otherwise required.

August 30 (or earlier if possible)- To Project completion- Application outreach. CCGH will work with CDD to notify the public including renters and landlords about the program and announce regular outreach events to assist renters with the application process.

Budget:

The budget breakdown for this Contract of \$500,763 is as follows:

Direct Emergency Assistance to eligible clients: \$435,763
Personnel Costs: \$35,180
Technology Costs: \$22,760
Office Supplies and related costs: \$7,060

Method of Payment:

Contractor will invoice monthly based on Appendix B attached. The City hereby agrees to pay upon receipt of such invoice.

Miscellaneous:


This Contract contains the entire understanding between the Parties and supersedes and replaces any and all previous agreements and/or oral negotiations. The Parties stipulate and agree that neither of them has made any representations concerning the execution and delivery of this Contract except such representations as specifically set forth herein and that all the terms and conditions of this Contract are set forth in this writing, and there are no representations or agreements that are not so contained herein and that neither party is relying upon any representation made by the other that is not contained herein in connection with the negotiations and the terms of this Agreement. THE PARTIES AGREE THAT THIS AGREEMENT MAY ONLY BE CHANGED OR MODIFIED BY AN AGREEMENT IN WRITING SIGNED BY BOTH PARTIES.

The invalidity or unenforceability of any term or provision of this Contract shall not affect the validity or enforceability of any other terms or provisions and this Contract shall be construed in all other respects as if the invalid or unenforceable term or provision were omitted.


This Contract may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original.

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

CITY:


By: Dedrick Johnson
Title: MAYOR

CONTRACTOR:


By: Cynthia N. Colbert
Title: President/CEO

APPENDIX A

Community Development Block Grant Program's National Objective Compliance Criteria for Carrying out Limited Clientele (LMC) Activities:

A L/M income limited clientele activity is an activity which provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be L/M income persons.

To qualify under this subcategory, a limited clientele activity must meet one of the following tests:

Exclusively benefit a clientele who are generally presumed by HUD to be principally L/M income persons. The following groups are currently presumed by HUD to be made up principally of L/M income persons: abused children, elderly persons, battered spouses, homeless persons, adults meeting Bureau of Census' definition of severely disabled persons illiterate adults, persons living with AIDS, and migrant farm workers.

Or

Require information on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the L/M income limit. (This includes the case where the activity is restricted exclusively to L/M income persons).

The above information is from Chapter 3 in Guide to National Objectives and Eligible Activities for CDBG Entitlement Communities.

APPENDIX B

BILLING AND PAYMENT TERMS

All invoices for both professional services and subsidy payments, with the appropriate back-up, should be sent to:

City of Texas City
Attn: Titilayo Odion
1801 9th Ave. N
Texas City, TX 77591

Or, electronically to:

todion@texascitytx.gov

Invoices for reimbursement of subsidy payments should be sent with a spreadsheet detailing the payments that have been made on the City's behalf to qualified property owners as back-up.

Invoices will be paid upon receipt if approved.

**AMENDMENT TO CONTRACT
FOR EMERGENCY RENTAL ASSISTANCE SERVICES**

This Amendment to Contract for Emergency Rental Assistance Services (“Amendment”) is made and entered into this 29th day of February 2022, by and between the City of Texas City, Texas, hereinafter referred to as the “City” and Catholic Charities, herein referred to as the Contractor, for and in consideration of the mutual covenants and considerations hereinafter contained.

RECITALS

WHEREAS, the City, through its Community Development Department (CDD) and Catholic Charities (CCGH) entered into an agreement on August 18, 2021 (“Agreement”) to operate the COVID-19 Emergency Rental Assistance Program (“Program”), to provide approximately \$435,763 in Community Development Block Grant CV (“CDBG-CV”) funds to pay arrears and/or future rent for households that can demonstrate an inability to pay rent due to the effects of the pandemic, including a loss of employment.

WHEREAS, the City has received additional funds Emergency Rental Assistance Program in the amount of \$500,000.00 (“Additional Funds”

WHEREAS, the City has requested and CCGH has agreed to distribute the Additional Funds under the same terms and conditions set forth in the Agreement including the Program.

WHEREAS, the Contractor needs additional time in which to distribute all of the funds through the Program;

THEREFORE, the term of this Agreement is extended to May 31, 2022 to allow sufficient time for funds to be distributed through the Program.

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

CITY:

CONTRACTOR:

DocuSigned by:
Dedrick Johnson

By: ~~Dedrick Johnson~~
Title: Mayor

DocuSigned by:
Cynthia Colbert

By: Cynthia Colbert
Title: President/CEO

RESOLUTION NO. 2023-018

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH CATHOLIC CHARITIES ARCHDIOCESE OF GALVESTON-HOUSTON TO DISBURSE PAYMENTS UNDER THE TEXAS CITY EMERGENCY RENTAL ASSISTANCE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Community Development Department is recommending that the City enter into a contract with Catholic Charities Archdiocese of Galveston-Houston to disburse payments under the Texas City Emergency Rental Assistance Program; and

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 and authorizes the mayor to enter into a contract with Catholic Charities Archdiocese of Galveston-Houston to disburse payments under the Texas City Emergency Rental Assistance Program, as set out in **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 1st day of February 2023.

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

APPROVED AS TO FORM:

ATTEST:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 02/01/2023

2023-004 Recycled Crushed Concrete Annual Contract

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract for Bid # 2023-004 Recycled Crushed Concrete Annual Contract.

BACKGROUND (Brief Summary)

On 01/10/2023 and 01/17/2023 the notice to bidders was published in the Galveston County Daily News. Bid packets were sent to local area vendors at that time. The bids were opened 01/25/2023 and read aloud. The lowest responsible bidder meeting all qualifications is Texas Materials Group Inc., dba Gulf Coast. A bid tabulation is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to award bid number 2023-004 to Texas Materials Group Inc., dba Gulf Coast, for the unit prices bid and that the Mayor be authorized to execute a contract on behalf of the City Commission. Thank you.

Fiscal Impact

Attachments

Exhibit A
Resolution

BID TABULATION

2023-004 RECYCLED CRUSHED CONCRETE ANNUAL CONTRACT

Bid Opening Wednesday, January 25, 2023

<u>Vendor</u>	<u>Delivered to Texas City in Tandem Dump</u>	<u>Picked Up by City Truck</u>	<u>Delivered in Trailer Truck</u>	
	<u>Unit</u>	<u>Unit</u>	<u>Unit</u>	
	<u>3000 tons</u>	<u>500 tons</u>	<u>3000 tons</u>	<u>Total</u>
Martin Marietta Crushed Concrete	\$37.31 \$111,930.00	\$25.00 \$12,500.00	\$33.80 \$101,400.00	\$225,830.00
Texas Materials Group Crushed Concrete	\$35.00 \$105,000.00	\$25.00 \$12,500.00	\$34.00 \$102,000.00	\$219,500.00

RESOLUTION NO. 2023-019

A RESOLUTION AWARDING BID NO. 2023-004 RECYLED CRUSHED CONCRETE ANNUAL CONTRACT AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TEXAS MATERIALS GROUP INC., DBA GULF COAST, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on January 10, 2023 and January 17, 2023, the Notice to Bidders was published in the Galveston Daily Newspaper and made available to local area vendors for Bid No. 2023-004 Recycled Crushed Concrete Annual Contract; and

WHEREAS, bids were opened on January 25, 2023, and the lowest responsible bidder meeting all requirements was Texas Materials Group Inc., dba Gulf Coast, Baytown, Texas for the unit prices bid.

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

SECTION 1: That the City Commission awards Bid No. 2023-004 Recycled Crushed Concrete Annual Contract to Texas Materials Group Inc., dba Gulf Coast.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Texas Materials Group Inc., dba Gulf Coast for the unit prices bid attached hereto as **Exhibit "A"** and to approve change orders not to exceed twenty-five percent (25.0%) of the total contract without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 1st day of February 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) (f)

Meeting Date: 02/01/2023

Approving the appointment of one Planning Board Alternate Member

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 Resolution No. 23-XXX to approve Mayor Dedrick Johnson's recommendation to appoint Jose Boix as an alternate member to the City of Texas City Planning Board.

BACKGROUND (Brief Summary)

On November 2, 2022, the City Commission amended the Zoning Ordinance to create two positions for alternate members of the Planning Board. The amendment provides for appointment of the alternate members by the City Commission upon recommendation from the Mayor. Mayor Johnson recommends Jose Boix for appointment as an alternate member of the Planning Board. Jose Boix is a lifelong resident of Texas City who currently serves on the Historical Preservation Board and is willing to serve on the Planning Board. He previously served as a member of the Planning Board and is familiar with its duties and responsibilities.

RECOMMENDATION

Jose Boix is recommended by Mayor Dedrick Johnson to the vacant position of alternate member of the Planning Board. Mr. Boix has accepted the offer to serve.

Fiscal Impact

Attachments

Planning Board Alternate Members Resolution
Resolution

RESOLUTION NO. 23- ____

A RESOLUTION APPROVING THE APPOINTMENT OF AN ALTERNATE MEMBER TO THE CITY OF TEXAS CITY PLANNING BOARD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on November 2, 2022 the City Commission adopted Ordinance 2022-28 which amended the Zoning Ordinance Section 160.105 to create two positions for alternates members of the Planning Board; and

WHEREAS, the two positions created for alternate members of the Planning Board are vacant; and

WHEREAS, Jose Boix is recommended to fill one of the vacant positions by the Mayor and has accepted the offer to serve.

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 appoints Jose Boix as an alternate member of the Planning Board of the City of Texas City.

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

PASSED AND ADOPTED this ____st 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

RESOLUTION NO. 2023-020

A RESOLUTION APPOINTING AND/OR REPLACING MEMBERS TO THE PLANNING BOARD; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, On November 2, 2022, the City Commission amended the Zoning Ordinance to create two positions for alternate members of the Planning Board; and

WHEREAS, the City desires to fill the position with Jose Boix who has agreed to volunteer his service to our board.

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 appoints Jose Boix as an alternate member of the Planning Board.

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

PASSED AND ADOPTED this 1st day of February 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) (g)

Meeting Date: 02/01/2023

Submission of App t0 Texas Office of the Governor, Public Safety Office, for the Rifle-Resistant Body Armor Grant Program - FY 2024

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 approve the submission of an application to the Texas Office of the Governor, Public Safety Office, for the Rifle-Resistant Body Armor Grant Program - FY 2024 on behalf of the Texas City Police Department, which names Titilayo Smith, Grants Administrator, as the authorized official of the grantee.

BACKGROUND (Brief Summary)

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

The underlying problem is that officers are not protected well enough for higher caliber weapons. Issuing officers rifle resistant body armor gives them one additional means of being able to survive a violent attack. Currently, if an emergent situation occurred at one of our schools, officers would have to make entry with limited protection from various weapons. Frontline law enforcement can use all of the protective equipment that they can get to be able to end their tour of duty uninjured.

The majority of our officers only have body armor vests which will not protect against certain firearms, like rifle rounds or armor piercing rifles. Though our officers are trained to enter a location and eliminate the threat, these rifle resistant body armor shields and vests will give our officers a higher survival rate if the threats open fires on officers.

RECOMMENDATION

It is the recommendation of the Grants Administrator that the Commission approve the submission of this application which also names the Grants Administrator as the authorized official of the City for purposes of administering this grant.

Fiscal Impact

Funds Available Y/N: N/A

Amount Requested: N/A

Source of Funds:

Account #:

Fiscal Impact:

There is no match of funds required.

Attachments

Resolution

RESOLUTION NO. 2023-021

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO TEXAS OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE FOR THE RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM - FY 2024 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 has funding under the Rifle-Resistant Body Armor Grant Program - FY 2024; and

WHEREAS, TCPD will use funds, if awarded, to provide rifle resistant body armor shields and vests to our officers; and

WHEREAS, it is the recommendation of the Grants Administrator that the City Commission approve the submission of this grant application and name Titilayo Smith, Grants Administrator, as the authorized official of the grantee.

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 for funding under the Rifle-Resistant Body Armor Grant Program - FY 2024 on behalf of the Texas City Police Department and names Titilayo Smith, Grants Administrator, as the authorized official of the grantee.

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

PASSED AND ADOPTED this 1st day of February 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) (h)

Meeting Date: 02/01/2023

Natatorium Metal Painting and Sound Panel Replacement

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve and award a contract to Generocity Services Inc. for the Natatorium Metal Painting and Sound Panel Replacement.

BACKGROUND (Brief Summary)

This project is priced in accordance with Generocity Services Inc.'s Choice Partners Contract # 21/039MR-08. Choice Partners is one of our purchasing cooperatives. The total amount for this contract is \$84,902.43 and funds for this project are made available via the City of Texas City's 2022 - 2023 budget. A copy of this contract is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department and the Recreation and Tourism Department that the City of Texas City Commission approve the Mayor to enter into a contract with Generocity Services Inc. for this project. We further recommend that the Mayor be allowed to approve all change orders, up to 25% of the contracted amount, with bringing the matter before the Commission. Thank you.

Fiscal Impact

Attachments

Exhibit A
Resolution



Generocity Services, Inc.

1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Texas City - DJ Hutchinson
 Job Address:
 1900 Fifth Ave N
 Texas City, TX 77590

Print Date: 1-17-2023

Proposal for TC - Natatorium Metal Painting & Sound Panels

Dear Mr. Hutchinson,

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #21/039MR-08 and excludes proprietary vendor and Owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:

Painting

Note: All painting to be done with a rust inhibitor.

1. Paint (42) 'I' Beam End plates.
2. Paint 740 feet of angle iron at the roof to wall connection of the natatorium.
3. Erect scaffold in the shallow end of the pool, while drained, to reach the 33 foot deck above and do the necessary painting to the deck and beams.

Sound Panels

1. Remove and dispose of existing sound panels and frames.
2. Install new 2x4 pressure treated wood frame spaced off wall and painted to match wall color.
3. Install (42) new sound panels.

Items	Description	Price
RS Means		\$110,412.02
Houston CCI .864		-\$15,016.00
Choice Partners .89		-\$10,493.59

Total Price: \$84,902.43

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, or the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
2. On/off-site detention are not included.
3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

COMMERCIAL TERMS & CONDITIONS

1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and requisite shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles.
7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Dan Worthington

Dan Worthington
 (714)-709-3666
 Dan2300@me.com
 Project Manager
 Generocity Services, Inc.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

RSMMeans data

from **GORDIAN**

Estimate Name: H23-01-14-2023 Texas City Natatorium Sound Panels and Painting

ESTIMATE INFORMATION

Client Name: Texas City
Estimate Address: TEXAS

Notes:

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Total O&P	Notes
1.00	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 4,000.00	\$ 4,000.00	
2.00	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 7,450.00	\$ 7,450.00	
0.40	015416500100	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	Week	\$ -	\$ 1,460.00	\$ 2,970.00	Forklift used to unload materials
2.00	015433400070	Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, incl. Hourly Oper. Cost.	Week	\$ -	\$ -	\$ 4,069.78	1 week for panels and 1 week for painting
4.00	015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	\$ -	\$ 1,116.00	\$ 1,560.00	2 mobs and 2 demobs for lifts
1.00	024119190725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$ 625.00	\$ -	\$ 625.00	
8.00	024119192045	Selective demolition, rubbish handling, 100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 384.00	\$ 384.00	
8.00	024119192065	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 176.00	\$ 176.00	
5000.00	050110516170	Metal cleaning, steel surface treatment, 250 - 500 SF/Day, wire brush, hand (SSPC-SP2) RLH	S.F.	\$ 100.00	\$ 8,700.00	\$ 8,600.00	
5000.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 450.00	\$ 3,950.00	\$ 4,400.00	
588.00	095323303060	Suspended ceiling systems, seismic clips, attached at walls	Ea.	\$ 582.12	\$ 2,434.32	\$ 3,016.44	Uses for impaling clips for sound boards, 6 per panel (56+42=98 panels x 6 = 588)
5000.00	099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	\$ 2,450.00	\$ 9,650.00	\$ 12,100.00	
2464.00	134813501200	Sound absorbing panel, fabric faced, 2' 6" x 8', over 1,000 SF	SF Surf	\$ 26,488.00	\$ 34,372.80	\$ 60,860.80	56 panels @ 32sf each = 1792sf 42 panels @ 16sf each = 672sf 1792 + 672 = 2464sf Labor adjusted for demo of existing also 9.30 x 1.5 = 13.95

R S Means Estimate	\$ 110,412.02
Houston CCI .864	\$ (15,016.03)
Choice Partners .89	\$ (10,483.56)
Sub Total	\$ 84,902.43
Bond	
Grand Total	\$ 84,902.43

RESOLUTION NO. 2023-022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GENEROCITY SERVICES INC.'S CHOICE PARTNERS CONTRACT NO. 21/039MR-08 FOR THE NATATORIUM METALPAINTING AND SOUND PANEL REPLACEMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works and Recreation and Tourism Departments recommend that the City enter into a contract with Generocity Services Inc. for the Natatorium Metal Painting and Sound Panel Replacement (Choice Partners Contract # 21/039MR-08); and

WHEREAS, the estimated project cost is \$84,902.43. Funds are available in the City's adopted 2022-2023 FY Budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves and authorizes the mayor to enter into a contract with Generocity Services Inc. for the Natatorium Metal Painting and Sound Panel Replacement (Choice Partners Contract # 21/039MR-08), as set out in **Exhibit "A"** and made a part hereof for all intents and purposes and to approve change orders not to exceed twenty-five percent (25.0%) of the total contract without taking the matter before the City Commission.

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

PASSED AND ADOPTED this 1st day of February 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