

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 18, 2023 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

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

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
  - (a) Service Awards

Justin Moseley	Water Distribution	10/21/2013	10 years
Christopher Rice	Water Distribution	10/07/2013	10 years
Andre Roberts	Parks & Recreation	10/05/2013	10 years
Rudolph Montoya	Public Works	10/23/2003	20 years
Edward Guerrero	Water Distribution	10/29/1998	25 years
Carolyn Golden	Library	10/13/1993	30 years
  - (b) **Medal of Valor**  
Detective Larry Williamson  
  
**Life Saving Award**  
Officer Irvin Cornejo  
Officer Adrian Martinez  
Officer Michael Turner  
Officer Logan Kelley
  - (c) Proclaiming October as National Physical Therapy Month.
- (5) PUBLIC COMMENTS

(6) CONSENT AGENDA

- (a) Approve City Commission Minutes for the October 4, 2023 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 2023-113, authorizing the Mayor to execute an agreement with Public Consulting Group for services related to the federally legislated ground ambulance collections data report. (Fire Department)
- (c) Consider and take action on Resolution No. 2023-114, authorizing the purchase of two (2) ancillary vehicles for use in the Fire Department and Neighborhood Improvement Services. (Fire Department)
- (d) Consider and take action on Resolution No. 2023-115, authorizing the purchase of thirteen (13) vehicles, for an approximate total of \$909,863.97, to be utilized by various departments within the Texas City Police Department. (Police)
- (e) Consider and take action on Resolution No. 2023-116, authorizing the Mayor to enter into a contract with CFG Industries, LLC., for Bid No. 2023-438 Lift Stations 21 and 25 Rehabilitation Project. (Public Works)

(7) REGULAR ITEMS

- (a) Consider and take action on the second reading of Ordinance No. 2023-37, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 151: Electricity; Section 151.080 Entitled "National Electrical Code Adopted: Conflicting Regulations." (Legal/Building Official)
- (b) Consider and take action on Ordinance No. 2023-38, amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department", Section 32.009 "Fire Department; Classes of Positions." by increasing the number of positions within the classification of Captain by five (5), increasing the number of positions within the classification of Engineers by six (6) and decreasing the number of positions within the classification of Firefighters by ten (10); prescribing the number of positions within each classification of the classified service of the Fire Department. (Fire Department)
- (c) Consider and take action on the first reading of Ordinance No. 2023-39, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 150: Building Regulations; Construction" to adopt the most current International Building Codes. (Legal/Building Official)
- (d) Consider and take action on the first reading of Ordinance No. 2023-40, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 152: Gas," to adopt the most current International Building Codes. (Legal/Building Official)

(e) Consider and take action on the first reading of Ordinance No. 2023-41, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 153: Mechanical Regulations," to adopt the most current International Building Codes. (Legal/Building Official)

(f) Consider and take action on the first reading of Ordinance No. 2023-42, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 154: Plumbing," to adopt the most current International Building Codes. (Legal/Building Official)

(8) EXECUTIVE SESSION

(a) Convene for Executive Session pursuant to the Open Meetings Act, Chapter 551, Texas Government Code to discuss the following:

§551.072 Deliberation Regarding Real Property

(b) Reconvene from Executive Session

(c) Consideration and Possible Action: To take any and all action necessary deriving from the Executive Session(s).

(9) COMMISSIONERS' COMMENTS

(10) MAYOR'S COMMENTS

(11) 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 OCTOBER 13, 2023, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 10/18/2023

October 2023 Service Awards

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Susan Sensat, Human Resources

**Department:** Human Resources

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**Information**

**ACTION REQUEST**

Service Awards

Justin Moseley	Water Distribution	10/21/2013	10 years
Christopher Rice	Water Distribution	10/07/2013	10 years
Andre Roberts	Parks & Recreation	10/05/2013	10 years
Rudolph Montoya	Public Works	10/23/2003	20 years
Edward Guerrero	Water Distribution	10/29/1998	25 years
Carolyn Golden	Library	10/13/1993	30 years

**BACKGROUND (Brief Summary)**

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

**RECOMMENDATION**

Human Resources recommend approval of the October service awards.

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(4) (b)**

**Meeting Date:** 10/18/2023

Police Commendations

**Submitted For:** Clay Pope, Police Department      **Submitted By:** Clay Pope, Police Department

**Department:** Police Department

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**Information**

**ACTION REQUEST**

Request the recognition of officers receiving Commendations.

**BACKGROUND (Brief Summary)**

Five Officers are to be commended for their actions in three separate critical incidents. Officer Larry Williamson is to receive the Medal Of Valor for his swift action which saved the life of a hostage. Officers Michael Turner, Logan Kelley, and Adrian Martinez will receive the Life Saving award for rescuing a person from a burning vehicle. Officer Irvin Cornejo will receive the Life Saving award for resuscitating a person by performing CPR.

**RECOMMENDATION**

Recommend the following Commendations be awarded:

**Medal of Valor**

Detective Larry Williamson

**Life Saving Award**

Officer Irvin Cornejo  
Officer Adrian Martinez  
Officer Michael Turner  
Officer Logan Kelley

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(6) (b)**

**Meeting Date:** 10/18/2023

PCG Professional Services Agreement Ground Ambulance Data

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST**

Authorize the Mayor to execute an agreement with Public Consulting Group for services related to the federal legislated ground ambulance collections data report.

**BACKGROUND (Brief Summary)**

The Centers of Medicare and Medicaid Services (CMA) have been directed by federal legislation passed in 2018 to compile a ground ambulance data collection report from all service providers to determine expenditures, revenues, utilization, and other data related to providing emergency medical services.

This is an extensive report examining many different facets of emergency medical services delivery including organization type, number of responses, staffing and labor costs, facility and vehicle costs/depreciation, equipment and supply costs, revenue streams, and all other costs not reported elsewhere.

Public Consulting Group (PCG) not only has a comprehensive understanding of the reporting requirements within the Ground Ambulance Data Collection System but also our operations since they work with us in completing the Ambulance Supplemental Pay Program. This familiarity will ensure that our cost report would be completed accurately and properly to avoid any penalties or cost reductions.

Additionally, PCG will prepare the survey and supporting documentation, submit the report in the approved CMS format, and provide federal audit support throughout the process.

**RECOMMENDATION**

The Fire Chief and the EMS Administrator recommend approval of the agreement with Public Consulting Group for the mandatory Medicare Ground Ambulance Data Collection report.

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**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** \$35,000.00

**Source of Funds:** FY 23/24 Budget

**Account #:** 101 202 5 3680

**Fiscal Impact:**

Funds are available in the Fire Operating Budget for FY 23/24.

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**Attachments**

Resolution

Exhibit A Agreement

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**RESOLUTION 23-**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP, INC FOR PROFESSIONAL SERVICES RELATED TO THE ADMINISTRATION OF THE FEDERAL GOVERNMENT LEGISLATED GROUND AMBULANCE DATA COLLECTION SYSTEM REQUIRING PROVIDERS TO COLLECT AND REPORT EXPENDITURES, REVENUE, UTILIZATION AND OTHER DATA CONCERNING GROUND AMBULANCE SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, The Centers for Medicare and Medicaid Services (CMS) implemented a Ground Ambulance Data Collection System in response to legislation passed by Congress in the Bipartisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other data; and

**WHEREAS**, Public Consulting Group possesses professional skills that can assist Texas City’s fire department in collecting and reporting the required data elements to complete the Ground Ambulance Data Collection System; and

**WHEREAS**, Texas City’s fire department wishes to engage Public Consulting Group as an independent contractor to perform professional services in connection with this federally required report.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby authorizes the Mayor to execute the Agreement with Public Consulting Group, Inc. in substantially the same form attached hereto as Exhibit “A” and made part thereof.

**PASSED AND ADOPTED this 18th day of October, 2023.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari Leigh  
City Secretary

\_\_\_\_\_  
Kyle L Dickson  
City Attorney



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## MEDICARE GROUND AMBULANCE DATA COLLECTION SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into by and between the City of Texas City (“PROVIDER”) and Public Consulting Group LLC (“PCG”) as of October 19, 2023 (“Effective Date”).

**WHEREAS**, The Centers for Medicare and Medicaid Services (CMS) implemented a Ground Ambulance Data Collection System in response to legislation passed by Congress in the Bipartisan Budget Act of 2018 requiring providers of ground ambulance services to collect and report expenditures, revenues, utilization, and other data; and

**WHEREAS**, PCG possesses professional skills that can assist PROVIDER in collecting and reporting the required data elements to complete the Ground Ambulance Data Collection System; and

**WHEREAS**, PROVIDER wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PROVIDER and PCG hereby agree as follows:

**1. Description of Services**

PCG will provide the professional services assigned by PROVIDER and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

**2. Term**

PCG will commence performance for the Contracted Services under this Agreement on the Effective Date and will complete performance by June 30, 2026 (the “Term”). Unless otherwise specified by PROVIDER in writing, PCG will provide the Contracted Services for the full Term.

Upon the expiration or termination of this Agreement for any reason, all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, PROVIDER will compensate PCG as set forth herein with respect to any reimbursements PROVIDER receives after the expiration or termination of this Agreement that are the result of the Contracted Services

**3. Compensation**

- a.** PROVIDER will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and will not pay PCG any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.
- b.** PROVIDER will compensate PCG within thirty (30) days following the receipt of any billing statement(s) from PCG that comport with the terms of this Agreement and

Attachment B. PCG shall submit billing statements directly to the PROVIDER Contact Person identified in Section 5.

- c. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

**4. Termination**

This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within ten (10) business days after receiving written notice.

- 5. Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

**For PCG:**

Sarah DiCicco  
Senior Consultant  
Public Consulting Group LLC  
816 Congress Avenue, Suite 1110  
Austin, TX 78701  
sdicicco@pcgus.com

**For CLIENT:**

Wendell Wiley  
EMS Administrator  
Texas City Fire Department  
1725 25<sup>th</sup> Street N  
Texas City, TX 77592  
wwiley@texascitytx.gov

**6. Subcontracting**

PCG may subcontract work under this Agreement to one or more of its affiliate companies.

**7. Standards of Conduct**

PCG shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this Agreement.

**8. Relationship of the Parties**

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee of PROVIDER.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for

benefits or privileges provided by PROVIDER to its employees. PROVIDER will deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to PROVIDER employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for PROVIDER or otherwise incur any obligation on behalf of PROVIDER for any purpose unless expressly authorized by PROVIDER.

**9. Record Maintenance**

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

**10. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, or sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

**11. Proprietary or Confidential Information**

For purposes of fulfilling its obligations under this Agreement, one party (“Disclosing Party”) may convey to the other party (“Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.

- a. “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the

Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.

- b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
- e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party’s patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act (“HIPAA”) and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.

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- h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
- j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:
- i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
  - ii. Consult with the Disclosing Party on the appropriate response to the request;
  - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
  - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- j.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- k.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
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- l.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- m.** This Agreement and its terms shall be treated as Proprietary and Confidential Information.

**12. As-Is Information and Data**

The parties agree and acknowledge that PCG will receive all information and data from PROVIDER on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from PROVIDER, nor for any inaccuracies or mistakes in the survey that result from errors or omissions in information received from PROVIDER. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by PROVIDER. PCG is not liable for any reimbursement, refund, or contribution should PROVIDER be subject to penalties in connection with the Contracted Services.

**13. Intellectual Property**

Each party retains all right of interest in any work product and all intellectual property that it conceives, devises, or develops in connection with the performance of the Contracted Services under this Agreement, or that it owned prior to execution of this Agreement, except as may be specifically assigned or transferred in a written contract. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

**14. Conflicts of Interest**

The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for PROVIDER and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

**15. Waiver**

The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

**16. Entire Agreement**

This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

**17. Amendment**

This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

**18. Severability**



If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

**19. Applicable Law and Venue**

This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Massachusetts, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

**20. Miscellaneous**

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED \$35,000 IN THE AGGREGATE.
- c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- d. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement, nor the meaning of any provisions hereof.

- f. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date written above.

**PUBLIC CONSULTING GROUP LLC**

**CITY OF TEXAS CITY**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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**ATTACHMENT A  
CONTRACTED SERVICES**

- A. PROVIDER provided at least one Medicare ground ambulance transport in the calendar year of 2023, is enrolled to receive Medicare payments, and received notification from CMS of its required participation in the Medicare Ground Ambulance Data Collection Survey (the “Survey”). PROVIDER must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. This Survey requests individual providers to submit data to CMS that relates to organizational characteristics, utilization, costs and revenue. The data may be used by CMS to evaluate the adequacy of Medicare payment rates for ground ambulance services, to inform future Medicare rate changes, and possible payment system reforms.
- C. PCG shall be familiar with the Medicare Ground Ambulance Data Collection Survey and all the rules, regulations and requirements associated with the Survey.
- D. PCG shall have the knowledge, skills, and ability to fully complete the required data survey to the Center of Medicaid and Medicare Services (CMS) within the time frame prescribed by CMS.
- E. PCG shall have knowledge and experience in the completion of all 13 Sections of the “Instrument” Survey.
- F. PCG shall keep PROVIDER informed of all updates relating to the Survey.
- G. PCG will prepare and audit the completed Survey and its supporting documentation in accordance with the Medicare principles of reimbursement that include but are not limited to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other relevant documents which provide regulatory guidance on allowable costs and provider charges.
- H. PCG will submit the final report and supporting documentation, if allowable by proxy, via the Centers for Medicare and Medicaid Services (CMS) web-based portal; if not allowable, PROVIDER will submit the final report and supporting documentation. A final copy of the survey, work papers and methodologies for filing the Survey will be submitted to PROVIDER.
- I. The Contracted services that PCG will provide for the Survey will apply to one (1) National Provider Identifier (NPI) for one (1) 12-month reporting period, defined as October 1, 2023 to September 30, 2024, followed by a 5-month data collection/submission period commencing on February 28, 2025.



**ATTACHMENT B  
COMPENSATION**

In consideration for the Contracted Services, PCG shall be paid \$35,000. PCG will invoice PROVIDER within thirty (30) days of the start of the PROVIDER's collection period for the Medicare Ground Ambulance Data Collection Survey. PROVIDER will remit payment to PCG within thirty (30) days of invoice receipt.

**CITY COMMISSION REGULAR MTG**

**(6) (c)**

**Meeting Date:** 10/18/2023

Ancillary Vehicle Purchase

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

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**Information**

**ACTION REQUEST**

Consider and take action on the purchase of two (2) ancillary vehicles for use in the Fire Department and Neighborhood Improvement Services.

**BACKGROUND (Brief Summary)**

The requested purchase for one (1) unit to be assigned to Neighborhood Improvement Services (NIS) was intended to replace a 2007 model that was over 17 years old and had in excess of 120k miles. However, that unit's engine recently failed and was replaced with a 2008 Model obtained from Public Works that was scheduled for salvage. This position requires extensive traveling throughout the city daily performing duties related to the neighborhood improvement: field operations, complaint site visits, and other tasks associated with NIS duties in an independent and self-directed environment. i.e., junk & debris cleanup, follow-up inspections and self-initiated projects. The ability to travel freely through the city is an essential function of the position that requires reliable, dependable transportation to meet the needs of the user's job duties and responsibilities.

The second unit is requested for use by the newly created Training Officer. The position also requires traveling throughout the City performing duties related to the training: field operations, visitation to the fire stations, and other City and commercial/industrial facilities in an independent and self-directed environment for planning and conducting training on various disciplines. The ability to travel freely through the city is an essential function of the position that requires reliable, dependable transportation to meet the needs of the user's job duties and responsibilities and the position currently does not have an assigned vehicle.

**RECOMMENDATION**

The Fire Chief recommends approval for the purchase of both vehicles.

---

**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** 100,826.50

**Source of Funds:** Capital Equipment Replacement Fund

**Account #:** 601 202 55020

**Fiscal Impact:**

Funds requested were approved in the FY 23/24 Budget.

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**Attachments**



**RESOLUTION 23-**

**A RESOLUTION APPROVING THE PURCHASE OF TWO ANCILLARY UNITS, THROUGH THE TIPS INTERLOCAL PURCHASING SYSTEM, FOR USE IN THE FIRE DEPARTMENT AND NEIGHBORHOOD IMPROVEMENT SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Fire department desires to purchase two (2) Ancillary Unit from Silsbee Ford through the TIPS Interlocal Purchasing System; and

**WHEREAS**, funds are available in the FY 23-24 Fire Capital Equipment Replacement Fund budget; and

**WHEREAS**, this purchase is intended for deployment and use in the Fire Department and Neighborhood Improvement Services.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the purchase of two (20 Ancillary Units for \$100,826.50 from Silsbee Ford through the TIPS Interlocal Purchasing System in substantially the same form attached hereto as Exhibit "A" and made part thereof.

**SECTION 2:** That this equipment is to be utilized by the Fire Department and Neighborhood Improvement Services.

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

**PASSED AND ADOPTED this 18th day of October, 2023.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rhomari Leigh  
City Secretary

\_\_\_\_\_  
Kyle L Dickson  
City Attorney

PRODUCT PRICING SUMMARY  
TIPS USA 210907 TRANSPORTATION VEHICLES  
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TEXAS CITY MEMBER #999240  
Contact: DAVID ZACHERL

Prepared by JARROD RUNNELS  
Phone: 409-895-3858/ 409-749-9556

<b>Email:</b>
<b>Product Description:</b>

A. Bid Item: W1C A. Base Price: 36584

B.

Code	Bid Price	Description	Bid Price
	0		

18B	PLATFORM RUNNING BOARDS	0	2023 FORD F150 CREW CAB 4X2	
50S	CRUISE CONTROL	0	5.0L V8 GAS I	\$ 1,370.00
85A	POWER WINDOWS/LOCKS/MIRR	0	10 SPD TRANS OXFORD WHITE	

53T	TRAILER TOWING WITH TB CONT	785	CLOTH BUCKET SEATS WITH CONSOLE	
			CARPETED FLOORING	\$ -
			6 1/2' BED	
			Total of B. Published Options:	\$ 2,155.00
			Published Option Discount (5%)	\$ (107.75)
C.	Unpublished Options			
Description		Bid Price	Options	Bid Price

68L	TAILGATE STEP REVERSE SENSING	635		
50M	MOBILE OFFICE WITH FOLD FLAT REQ WITH CONSOLE	1045		
	XLT TRIM LEVEL	9927		

			Total of C. Unpublished Options:	\$ 11,607.00
D.				\$ -
E.				\$ -

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 100 miles \$ 175.00

H. Subtotal: \$ 50,413.25

I. Quantity Ordered 2 x H = \$ 100,826.50

J. Trade in: \$ -

K. Total Purchase Price \$ 100,826.50



**CITY COMMISSION REGULAR MTG**

**(6) (d)**

**Meeting Date:** 10/18/2023

Police Fleet Purchase

**Submitted For:** Clay Pope, Police Department      **Submitted By:** Clay Pope, Police Department

**Department:** Police Department

---

**Information**

**ACTION REQUEST**

Request the approval of the purchase of Police and Animal Control vehicles.

**BACKGROUND (Brief Summary)**

The amount of vehicles required to maintain the police and animal control fleet were calculated and quotes were obtained from Silsbee Ford for these vehicles. The quotes for the vehicles were included in the budget packets for FY 2024, which were approved. The pricing for the vehicles are in accordance with TIPS USA210907. The total price of the twelve police vehicles is \$825,469.92, see attached. The total price of the animal control vehicle is \$84,394.05, see attached.

**RECOMMENDATION**

The Chief and Command Staff recommend the purchase of these vehicles to maintain the fleet.

---

**Fiscal Impact**

**Attachments**

Animal Control Truck  
Explorer Patrol Vehicles  
F-150 Admin Vehicles  
F-150 Patrol Vehicles

---





K.

\_\_\_\_\_

L.

**Total Purchase Price**

\_\_\_\_\_



**PRODUCT PRICING SUMMARY**

**TIPS USA 210907 Automobiles**

**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

End User: TEXAS CITY PD ADMIN

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: FORD F150 RESPONDER

Date: May 19, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ **45,799.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD RESPONDER 4X4 SHORT BED	\$ 3,995.00			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ **5,660.00**

Published Option Discount (5%) \$ **(83.25)**

**C. Unpublished Options**

S= 19.4 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL ADMIN	\$ 10,003.28	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: \$ **10,003.28**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ **250.00**

F. Contract Price Adjustment: \_\_\_\_\_

G. Additional Delivery Charge: 99

\$ **173.25**

H. Subtotal:

\$ **61,802.28**

I. Quantity Ordered 2 x H =

\$ **123,604.56**

J. Trade in: \_\_\_\_\_

\$ **-**

K. \_\_\_\_\_

L. Total Purchase Price

\$ **123,604.56**





## PRODUCT PRICING SUMMARY

**TIPS USA 210907 Automobiles**

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TEXAS CITY PD PATROL

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

Product Description: FORD F150 RESPONDER

Date: May 19, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ **45,799.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD RESPONDER 4X4 SHORT BED	\$ 3,995.00			
998	3.5L V6 ECOBOOST	\$ -			
44G	10 SPEED TRANS AUTO				
18B	BLACK PLATFORM RUNNING BOARDS	\$ 250.00			
53A	TRAILER TOW PACKAGE	\$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	\$ 340.00			

Total of B. Published Options: \$ **5,660.00**

Published Option Discount (5%) \$ **(83.25)**

**C. Unpublished Options**

\$= 38.6 %

Description	Bid Price	Options	Bid Price
SILSBEE FLEET INSTALL PATROL	\$ 18,377.41	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
WHITE DOOR PAINT & ROOF	\$ 1,495.00	150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: \$ **19,872.41**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ **-**

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ **250.00**

F. Contract Price Adjustment:

G. Additional Delivery Charge: 99

\$ **173.25**

H. Subtotal:

\$ **71,671.41**

I. Quantity Ordered 4 x H =

\$ **286,685.64**

J. Trade in: \_\_\_\_\_

\$ **-**

K.

L. Total Purchase Price

\$ **286,685.64**

**CITY COMMISSION REGULAR MTG**

**(6) (e)**

**Meeting Date:** 10/18/2023

Bid # 2023-438 Lift Stations 21 and 25 Rehabilitation Project

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve and award a contract for Bid # 2023-438 Lift Stations 21 and 25 Rehabilitation Project.

**BACKGROUND (Brief Summary)**

On September 19<sup>th</sup> & 26<sup>th</sup>, 2023, a notice to bidders was advertised in the local paper and bid packets were made available to local businesses through CivCastUSA and ARKK Engineers, LLC. On October 10<sup>th</sup>, 2023 @ 11:00 a.m. bids were opened and read aloud. The lowest responsible bidder meeting all the requirements was CFG Industries, LLC., in Cypress, Texas, for the total amount of \$811,100.00.

A bid tabulation with letter of recommendation is attached for your review.

**RECOMMENDATION**

It is the recommendation of the Public Works Department that the City Commission award the contract for this project to CFG Industries, LLC., for the total bid amount of \$811,100.00 and that the Mayor be authorized to execute a contract on behalf of the City Commission. The Public Works Department further recommends that the Mayor be authorized to approve any change orders, not to exceed 25% of the total contract amount, without bringing the matter before the City Commission.

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**Fiscal Impact**

**Attachments**

Exhibit A

Exhibit B

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October 11, 2023

Mr. Corbin Ballast  
Director of Utilities  
City of Texas City  
911 Highway 146 North  
Texas City, Texas 77590

Re: **Letter of Recommendation for Lift Station 21 and 25 Rehabilitation Project**  
**BID #2023-438**  
City of Texas City  
ARKK Job No. 22-056

Dear Mr. Ballast:

On October 10, 2023, four (4) bids were received for the above referenced project. This project involves the following:

- **Lift Station 21:** Site improvements such as driveway, fencing, site paving on an existing site located in a rear lot easement off Blue Jay Drive on the west side of Texas City. The work includes a new control panel and electrical service. The existing fence will be replaced, and the interior of the lift station will be paved. A new concrete access driveway from Blue Jay Drive to the lift station will be constructed. The existing pumps, wet well, and piping will remain in place.
- **Lift Station 25:** Improvements to the existing Lift Station 25 located adjacent to the street right of way of Loch Haven Drive located in the west side of Texas City. The work includes demolition of existing suction lift pumps in an existing doghouse enclosure, installation of 2 new submersible pumps, new basin roof, new discharge piping and valves, relocation of the existing control panel and installation of new accessories, wall liner.

Bid Tabulation Sheet – Four (4) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.

<b>Bidder</b>	<b>Total Bid</b>
CFG Industries, LLC.	\$811,100.00
RJ Construction Company, Inc.	\$925,000.00
Matula & Matula Construction, Inc.	\$983,447.00
R&B Group, Inc.	\$1,060,460.00



CFG industries, LLC was the lowest bidder for this project, and they submitted a list of qualifications. Based on the information provided, CFG industries, LLC has performed similar work for several municipalities in and around the Greater Houston area.

ARKK's staff contacted CFG industries, LLC's project manager and was informed that CFG fully understands the scope of the project and have the qualified personnel and experience to complete the work successfully within the allocated contract time.

Based on the above, CFG Industries, LLC. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Lift Station 21 and 25 Rehabilitation Project to CFG Industries, LLC. for a total amount of \$811,100.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.  
Senior Project Manager

Cc: Mr. Jack Haralson – City of Texas City

Lift Station 21 and 25 Rehabilitation Project  
Bid No. 2023-438

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER				R&B Group, Inc.		Engineers Estimate			
				CFG Industries, LLC.	RJ Construction Company, Inc	Matula & Matula Construction, Inc.	R&B Group, Inc.						
<b>(A) GENERAL ITEMS</b>													
1	Mobilization (Not to Exceed 3% of Total Bid), complete in place, the sum of:	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	20,000.00	\$ 20,000.00
2	Miscellaneous Allowance, as Approved by the Engineer, Complete in Place, the Sum of:	AL	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	10,000.00	\$ 10,000.00
3	Implementation and maintenance of a stormwater pollution prevention plan for a small construction site, includes silt fence and inlet protection barriers, complete in place, the sum of:	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	2,500.00	\$ 2,500.00
4	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	15,000.00	\$ 15,000.00
5	Hydromulch Seeding of Non-Paved Disturbed Site Areas, complete in place, the Sum of:	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	2,000.00	\$ 2,000.00
<b>(A) SUB-TOTAL GENERAL ITEMS:</b>				<b>\$ 47,000.00</b>		<b>\$ 38,500.00</b>		<b>\$ 47,500.00</b>		<b>\$ 46,000.00</b>		<b>\$ 49,500.00</b>	
<b>(B) LIFT STATION 21 ITEMS:</b>													
6	Remove 6" Concrete Curb, Complete in Place, the Sum of:	LF	7	\$ 250.00	\$ 1,750.00	\$ 300.00	\$ 2,100.00	\$ 71.00	\$ 497.00	\$ 100.00	\$ 700.00	10.00	\$ 70.00
7	Concrete driveway (6" thick driveway over 6" compacted select fill), includes, saw cut, complete in place, the sum of:	SY	204	\$ 200.00	\$ 40,800.00	\$ 175.00	\$ 35,700.00	\$ 84.00	\$ 17,136.00	\$ 100.00	\$ 20,400.00	150.00	\$ 30,600.00
8	Site Paving (6" Thick Reinforced Concrete Pavement, Reinforcement and Joints, Includes 6" Thick Recycled Crushed Concrete Subgrade, Compacting and Curing), Complete in Place, the Sum of:	SY	56	\$ 250.00	\$ 14,000.00	\$ 200.00	\$ 11,200.00	\$ 115.00	\$ 6,440.00	\$ 100.00	\$ 5,600.00	150.00	\$ 8,400.00
9	Remove and Replace Existing Concrete Sidewalk w/ Proposed 5' Wide Concrete Sidewalk (4" Thick), Complete in Place, the Sum of:	SY	10	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00	\$ 132.00	\$ 1,320.00	\$ 100.00	\$ 1,000.00	65.00	\$ 650.00
10	Provide and install electrical equipment including, but not limited to, lift station control panel, terminal boxes, floodlight, service structure, main breaker, manual transfer switch, conduit, wire, and all ancillary devices as shown on construction drawings, complete in place.	L.S.	1	\$ 190,000.00	\$ 190,000.00	\$ 170,000.00	\$ 170,000.00	\$ 238,472.00	\$ 238,472.00	\$ 320,000.00	\$ 320,000.00	55,000.00	\$ 55,000.00
11	Electric Service Allowance for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider:	AL	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	15,000.00	\$ 15,000.00
12	Arc Flash Hazard Analysis Allowance and coordination per Section 16015, completed by Baird Gilroy & Dixon, LLC.	AL	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	1,500.00	\$ 1,500.00
13	Allowance for K2 Services program/SCADA for Lift Station 21, Complete in Place, the Sum of:	AL	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	5,000.00	\$ 5,000.00
14	Remove and Replace 6-ft Total Height Chain Link Fencing, Per Details, Complete in place, the Sum of:	LF	80	\$ 106.25	\$ 8,500.00	\$ 80.00	\$ 6,400.00	\$ 168.00	\$ 13,440.00	\$ 70.00	\$ 5,600.00	50.00	\$ 4,000.00
15	Remove and Replace 12-ft Wide Chain Link Rolling Gate, Per Details, Complete in Place, the Sum of:	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,750.00	\$ 2,750.00	\$ 2,800.00	\$ 2,800.00	5,000.00	\$ 5,000.00
<b>(B) SUB-TOTAL LIFT STATION 21 ITEMS:</b>				<b>\$ 283,050.00</b>		<b>\$ 252,700.00</b>		<b>\$ 301,555.00</b>		<b>\$ 377,600.00</b>		<b>\$ 125,220.00</b>	
<b>(C) LIFT STATION 25 ITEMS:</b>													
16	Demolition and Abandonment of Existing Lift Station Structure, Including Salvaging of Existing Equipment and Piping, Complete in Place, the Sum of:	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 50,000.00	\$ 50,000.00	\$ 66,023.00	\$ 66,023.00	\$ 40,000.00	\$ 40,000.00	\$ 7,500.00	\$ 7,500.00
17	Bypass pumping, including all piping, valves, connections, electrical, instrumentation, and controls to provide temporary wastewater bypassing operations, complete in place, the sum of:	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 87,000.00	\$ 87,000.00	\$ 77,700.00	\$ 77,700.00	\$ 100,000.00	\$ 100,000.00	\$ 15,000.00	\$ 15,000.00
18	Lift Station No. 25 Construction, all Work Shown on Plans and Described in Specifications Including as Follows, but not Limited to: Lift Station Discharge Piping, Installation of pumps, Including all Piping, Fittings, Guide Rails, Lift Chains, Vent, Hatches, Valves, Electrical Modifications, Lighting and Receptacles; electrical equipment Installation including, but not limited to, relocation of existing lift station control panel, terminal boxes, floodlight, service structure, main breaker, Automatic transfer switch, conduit, wire, and all ancillary devices as shown on construction drawings Necessary to Complete the Work for a Complete and Operating System, Complete in Place, the Sum of:	LS	1	\$ 315,000.00	\$ 315,000.00	\$ 400,020.00	\$ 400,020.00	\$ 342,840.00	\$ 342,840.00	\$ 420,000.00	\$ 420,000.00	\$ 350,000.00	\$ 350,000.00
19	Lift Station Wall Liner, 100% Calcium Aluminate, 0.5" Thickness, (Walls and Interior Roof), includes cleaning and debris removal, Complete in Place, the Sum of:	S.F.	630	\$ 45.00	\$ 28,350.00	\$ 35.00	\$ 22,050.00	\$ 37.00	\$ 23,310.00	\$ 40.00	\$ 25,200.00	\$ 30.00	\$ 18,900.00
20	Electric Service Allowance for electric service by the local Electric Service Provider. Exact amount will be reimbursed to Contractor upon submittal of invoice from Electric Service Provider:	AL	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
21	Arc Flash Hazard Analysis Allowance and coordination per Section 16015, completed by Baird Gilroy & Dixon, LLC.	AL	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
22	Allowance for K2 Services program/SCADA for Lift Stations 25, Complete in Place, the Sum of:	AL	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
23	Trench Safety System for Sanitary Sewer Gravity Main and Force Main Construction, for Depths Greater than 5-ft, Complete in Place, the Sum of:	LF	10	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00	\$ 99.90	\$ 999.00	\$ 100.00	\$ 1,000.00	\$ 2.00	\$ 20.00
24	Concrete driveway (6" thick driveway over 6" compacted select fill), includes, saw cut, complete in place, the sum of:	SY	10	\$ 500.00	\$ 5,000.00	\$ 900.00	\$ 9,000.00	\$ 2,674.10	\$ 26,741.00	\$ 100.00	\$ 1,000.00	\$ 115.00	\$ 1,150.00
25	Concrete Paving Header at Existing Concrete Paving, Complete in Place, the Sum of:	LF	17	\$ 400.00	\$ 6,800.00	\$ 500.00	\$ 8,500.00	\$ 176.00	\$ 2,992.00	\$ 100.00	\$ 1,700.00	\$ 15.00	\$ 255.00
26	Site Paving (6" Thick Reinforced Concrete Pavement, Reinforcement and Joints, Includes 6" Thick Recycled Crushed Concrete Subgrade, Compacting and Curing), Complete in Place, the Sum of:	SY	95	\$ 250.00	\$ 23,750.00	\$ 200.00	\$ 19,000.00	\$ 431.00	\$ 40,945.00	\$ 100.00	\$ 9,500.00	\$ 150.00	\$ 14,250.00
27	Remove and Replace 6-ft Total Height Chain Link Fencing, Per Details, Complete in place, the Sum of:	LF	122	\$ 75.00	\$ 9,150.00	\$ 65.00	\$ 7,930.00	\$ 136.00	\$ 16,592.00	\$ 80.00	\$ 9,760.00	\$ 50.00	\$ 6,100.00
28	Remove and Replace 12-ft Wide Chain Link Cantilever (Rolling) Gate, Per Details, Complete in Place, the Sum of:	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,800.00	\$ 2,800.00	\$ 3,750.00	\$ 3,750.00	\$ 3,400.00	\$ 3,400.00	\$ 5,000.00	\$ 5,000.00
<b>(C) SUB-TOTAL LIFT STATION 25 ITEMS:</b>				<b>\$ 470,050.00</b>		<b>\$ 628,800.00</b>		<b>\$ 623,392.00</b>		<b>\$ 633,060.00</b>		<b>\$ 439,675.00</b>	
<b>(D) SUPPLEMENTAL ITEMS:</b>													
29	Extra cement stabilized sand, complete in place, the sum of:	CY	50	\$ 100.00	\$ 5,000.00	\$ 20.00	\$ 1,000.00	\$ 40.00	\$ 2,000.00	\$ 20.00	\$ 1,000.00	20.00	\$ 1,000.00
30	Extra concrete, all classes, complete in place, the sum of:	CY	10	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 500.00	\$ 5,000.00	\$ 80.00	\$ 800.00	80.00	\$ 800.00
31	Brace, Support and Protect Utility Structures as per Utility Company's Requirements, Complete in Place, the Sum of:	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00	1,000.00	\$ 2,000.00
<b>(D) SUB-TOTAL SUPPLEMENTAL ITEMS:</b>				<b>\$ 11,000.00</b>		<b>\$ 5,000.00</b>		<b>\$ 11,000.00</b>		<b>\$ 3,800.00</b>		<b>\$ 3,800.00</b>	
<b>TOTAL BASE BID ITEMS (GENERAL + LIFT STATION 21 + LIFT STATION 25 ITEMS)</b>				<b>\$ 800,100.00</b>		<b>\$ 920,000.00</b>		<b>\$ 972,447.00</b>		<b>\$ 1,056,660.00</b>		<b>\$ 614,395.00</b>	
<b>TOTAL (D) SUPPLEMENTAL ITEMS</b>				<b>\$ 11,000.00</b>		<b>\$ 5,000.00</b>		<b>\$ 11,000.00</b>		<b>\$ 3,800.00</b>		<b>\$ 3,800.00</b>	
<b>TOTAL AMOUNT BID (GENERAL + LIFT STATION 21 + LIFT STATION 25 + SUPPLEMENTAL ITEMS)</b>				<b>\$ 811,100.00</b>		<b>\$ 925,000.00</b>		<b>\$ 983,447.00</b>		<b>\$ 1,060,460.00</b>		<b>\$ 618,195.00</b>	

MATHEMATICAL ERROR CORRECTED BY ENGINEER

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 10/18/2023

amending Texas City Code of Ordinances Title XV "Land Usage," Chp 151: Electricity; Section 151.080

**Submitted For:** Kyle Dickson, City Attorney Office

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on the second reading of Ordinance No. 2023-37, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 151: Electricity; Section 151.080 Entitled "National Electrical Code Adopted: Conflicting Regulations."  
(Legal/Building Official)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 2023-37**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED “LAND USAGE”, CHAPTER 151: ELECTRICITY; SECTION 151.080 ENTITLED “NATIONAL ELECTRICAL CODE ADOPTED: CONFLICTING REGULATIONS” AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City, Texas is authorized to regulate ordinances pursuant to Texas Local Government Code;

**WHEREAS**, the City Commission of the city of Texas City, Texas needs to amend the Code of Ordinance Title XV Entitled “Land Usage”, Chapter 151 – Electricity to adopt the most current National Electric Code;

**WHEREAS**, the City of Texas City utilizes the code council “Family of Models Building Codes;

**WHEREAS**, pursuant to TEX. LOCAL GOV’T. CODE § 214.211 *et seq.*, and TEX. HEALTH & SAFTY CODE § 388.003 *et seq.* the city of Texas City, Texas is authorized to adopt standard building codes for residential, commercial and industrial construction; and

**WHEREAS**, the City Commission determines that amending Title XV, Section 151, will promote the health, safety and welfare of the City;

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

**Section 1.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City’s Code of Ordinances, Section 151.080 (entitled “National Electrical Code Adopted; Conflicting Regulations”) is hereby amended by deleting in its entirety all the existing language in Section 151.080(A) and replacing it with the following:

Sec. 151.080(A) - There is hereby adopted for and by the city an electrical code known as the National Electrical Code (NEC), 2023 edition, with appendices and amendments thereto, passed and recommended by the National Fire Protection Association and approved by the American National Standards Institute, which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Such code is hereby adopted as the

minimum standard for the installation of all electrical wiring, devices and equipment in the city, except as otherwise specifically provided in this chapter. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by American National Standards Institute.

**Section 2.** This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

**Section 3.** It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5.** That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

**Section 6.** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

**PASSED ON FIRST READING this 4th day of October 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary



**PASSED ON SECOND READING this 18th day of October 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

**PASSED AND FINALLY ADOPTED this 1<sup>st</sup> day of November 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) (b)**

**Meeting Date:** 10/18/2023

Amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department", Section 32.009 "Fire Department; Classes of Positions."

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** David Zacherl, Fire Department

**Department:** Fire Department

**Information**

**ACTION REQUEST**

Consider and take action on Ordinance No. 2023- \_\_\_\_, amending the Code of Ordinances, City of Texas City, Texas, Title III "Administration", Chapter 32 "Law Enforcement and Fire Department", Section 32.009 "Fire Department; Classes of Positions." by increasing the number of positions within the classification of Captain by five (5), increasing the number of positions within the classification of Engineers by six (6) and decreasing the number of positions within the classification of Firefighters by ten (10); prescribing the number of positions within each classification of the classified service of the Fire Department.

**BACKGROUND (Brief Summary)**

Previously, the number of positions within the classification of Firefighter was increased by eighteen (18) in anticipation of the construction and opening of Fire Station 4, the number of positions within the classification of Captain was decreased to ten (10) with the assignment of an Engineer to Fire Marshal, a position formerly held by a Captain, and the recently approved budget for FY 23/24 authorized a Training Officer within the classification of Captain.

Since then, a recent Captain Examination resulted in the Fire Marshal scoring within the top five (5) and therefore, the fire department is requesting to again classify the Fire Marshal position as a Captain.

The increase in the number of within the classification of Engineers by six (6) and the three (3) additional Captains are in conjunction with the anticipated opening of Fire Station 4.

Instance:

Increase:

1 Captain – Training Officer (New)

1 Captain – Fire Marshal (Reclassified)

3 Captain – Station 4 (1 per Shift A, B, C)

5 Total

6 Engineer – Station 4 (2 per Shift A,B,C)

Decrease:

10 Firefighters – Reclassified to Engineer and Captain

**RECOMMENDATION**

The Fire Chief recommends adoption of the Ordinance as proposed.

**Fiscal Impact**

**Funds Available Y/N:** No

**Amount Requested:**



**Source of Funds:** FY 23/24 Budget Amendment

**Account #:**

**Fiscal Impact:**

An amendment for the FY 23/24 Operating Budget will be required to adjust salaries for the increase in the number of positions within the classifications of Engineer and Captain as well as the decrease in the number of positions within the classification of Firefighters which effects the salaries and retirement line items.

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**Attachments**

Ordinance Draft, Fire Staffing Increase

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**ORDINANCE NO. 23-**           

**AN ORDINANCE AMENDING THE CITY CODE, TITLE III “ADMINISTRATION”, CHAPTER 32 “LAW ENFORCEMENT AND FIRE DEPARTMENT”, SECTION 32.009 “FIRE DEPARTMENT; CLASSES OF POSITIONS”, BY DECREASING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF FIREFIGHTER BY TEN, INCREASING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF ENGINEER BY SIX, INCREASING THE NUMBER OF POSITIONS WITHIN THE CLASSIFICATION OF CAPTAIN BY FIVE AND PRESCRIBING THE RESULTING NUMBER OF POSITIONS IN EACH CLASSIFICATION OF THE CLASSIFIED SERVICE OF THE FIRE DEPARTMENT; AUTHORIZING THE FIRE CHIEF TO HIRE AND PROMOTE FOR THE POSITIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.**

**WHEREAS**, section 143.021 of the Texas Local Government Code requires the governing body of a municipality to provide for the classification of all fire fighters by ordinance; and

**WHEREAS**, section 143.021 provides that the governing body must establish the classifications as well as the number of positions within each classification; and

**WHEREAS**, the City Commission of the City of Texas City deems it is in the best interest of the City to decrease the number within classification of “Firefighter”; and

**WHEREAS**, the City Commission of the City of Texas City deems it is in the best interest of the City to increase the number within classification of “Engineer”; and

**WHEREAS**, the City Commission of the City of Texas City deems it is in the best interest of the City to increase the number within the classification of “Captain”, and

**WHEREAS**, the City Commission of the City of Texas City budgeted funds in the Fire Department's salary line item for eleven (11) captains with the approval of a Training Officer in the FY 23-24 Budget, but now has concluded it is in the best interests of the Fire Department to increase the number of authorized Captains from ten (10) to fifteen (15); and

**WHEREAS**, the City Commission of the City of Texas City budgeted funds in the Fire Department's salary line item for nineteen (19) Engineers, but now has concluded it is in the best interests of the Fire Department to increase the number of budgeted/authorized Engineers from nineteen (19) to twenty five (25); and

**WHEREAS**, the City Commission of the City of Texas City budgeted funds in the Fire Department's salary line item for fifty nine (59) firefighters, but now has concluded it is in the best interests of the Fire Department to decrease the number of budgeted/authorized Firefighters from fifty-nine (59) to forty nine (49).

Effective on Oct. 6, 2021, at 12:01 a.m., the following classes of positions and number of positions within each classification are hereby established in the classified service of the City's Fire Department:

(1)	Firefighter .....	59
(2)	Engineer .....	19
(3)	Captain.....	10
(4)	Battalion Fire Chief.....	3
(5)	Assistant Fire Chief .....	1
	Total:	92

Effective on Oct. 19, 2023, at 12:01 a.m., the following classes of positions and number of positions within each classification are hereby established in the classified service of the City's Fire Department:

(1)	Firefighter .....	<del>59</del> 49
(2)	Engineer .....	<del>19</del> 25
(3)	Captain.....	<del>10</del> 15
(4)	Battalion Fire Chief.....	3
(5)	Assistant Fire Chief .....	1
	Total:	<del>92</del> 93

**SECTION 2:** It is hereby declared to be the intention of the City Commission that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable.

**SECTION 3:** That it is further provided that, in the event any section, clause, sentence, paragraph or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

**SECTION 4:** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

**SECTION 6:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari Leigh  
City Secretary

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Kyle L Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (c)**

**Meeting Date:** 10/18/2023

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on the first reading of Ordinance No. 2023-39, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 150: Building Regulations; Construction" to adopt the most current International Building Codes. (Legal/Building Official)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 2023-39**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS,  
AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED “LAND USAGE”,  
CHAPTER 150 ENTITLED “BUILDING REGULATIONS; CONSTRUCTION”; AND  
PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE**

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**WHEREAS**, the City of Texas City, Texas is authorized to regulate ordinances pursuant to Texas Local Government Code;

**WHEREAS**, the City Commission of the city of Texas City, Texas needs to amend the Code of Ordinance Title XV Entitled “Land Usage”, Chapter 150 – Building Regulations; Construction to adopt the most current International Building Codes;

**WHEREAS**, the City of Texas City utilizes the code council “Family of Models Building Codes;

**WHEREAS**, pursuant to TEX. LOCAL GOV’T. CODE § 214.211 *et seq.*, and TEX. HEALTH & SAFTY CODE § 388.003 *et seq.* the city of Texas City, Texas is authorized to adopt standard building codes for residential, commercial and industrial construction; and

**WHEREAS**, the City Commission determines that amending Title XV, Chapter 150, will promote the health, safety and welfare of the City;

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

**Section 1.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City’s Code of Ordinances, Chapter 150 - Entitled “Building Regulations; Construction” is hereby amended by deleting in its entirety all the existing language in Section 150.050(A) and replacing it with the following:

Sec. 151.050(A) - There is hereby adopted for and by the City a standard code known as the International Building Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

The City of Texas City’s Code of Ordinances, Chapter 150 (Entitled “150 – Building Regulations; Construction”) is hereby amended by deleting in its entirety all the existing language

in Section 150.065(A) and replacing it with the following:

Sec. 154.065(A) - There is hereby adopted for and by the City a standard code known as the International Amusement Device Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

The City of Texas City's Code of Ordinances, Chapter 150 (Entitled "150 – Building Regulations; Construction") is hereby amended by deleting in its entirety all the existing language in Section 150.066(A) and replacing it with the following:

Sec. 154.066(A) - There is hereby adopted for and by the City a standard code known as the International Property Maintenance Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

The City of Texas City's Code of Ordinances, Chapter 150 (Entitled "150 – Building Regulations; Construction") is hereby amended by deleting in its entirety all the existing language in Section 150.067(A) and replacing it with the following:

Sec. 154.067(A) - There is hereby adopted for and by the City a standard code known as the International Energy Conservation Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

The City of Texas City's Code of Ordinances, Chapter 150 (Entitled "150 – Building Regulations; Construction") is hereby amended by deleting in its entirety all the existing language in Section 150.070(A) and replacing it with the following:

Sec. 151.070(A) - There is hereby adopted for and by the City a standard code known as the International Existing Building Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy

of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

The City of Texas City's Code of Ordinances, Chapter 150 (Entitled "150 – Building Regulations; Construction") is hereby amended by deleting in its entirety all the existing language in Section 150.071(A) and replacing it with the following:

Sec. 151.071(A) - There is hereby adopted for and by the City a standard code known as the International Housing Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

**Section 2.** This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

**Section 3.** It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5.** That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

**Section 6.** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

**PASSED ON FIRST READING this 16th day of October 2023.**



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

**ATTEST:**

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Rhomari D. Leigh  
City Secretary

**PASSED ON SECOND READING this 1<sup>st</sup> day of November 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

**PASSED AND FINALLY ADOPTED this 15th day of November 2023.**

\_\_\_\_\_  
Dedrick D. Johnson, Sr., 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) (d)**

**Meeting Date:** 10/18/2023

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on the first reading of Ordinance No. 2023-40, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 152: Gas," to adopt the most current International Building Codes. (Legal/Building Official)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 2023-40**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS  
AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED “LAND USAGE”,  
CHAPTER 152 ENTITLED “GAS”; AND PROVIDING FOR PUBLICATION AND AN  
EFFECTIVE DATE**

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**WHEREAS**, the City of Texas City, Texas is authorized to regulate ordinances pursuant to Texas Local Government Code;

**WHEREAS**, the City Commission of the city of Texas City, Texas needs to amend the Code of Ordinance Title XV Entitled “Land Usage”, Chapter 152 – Gas to adopt the most current International Building Codes;

**WHEREAS**, the City of Texas City utilizes the code council “Family of Models Building Codes;

**WHEREAS**, pursuant to TEX. LOCAL GOV’T. CODE § 214.211 *et seq.*, and TEX. HEALTH & SAFTY CODE § 388.003 *et seq.* the city of Texas City, Texas is authorized to adopt standard building codes for residential, commercial and industrial construction; and

**WHEREAS**, the City Commission determines that amending Title XV, Chapter 152, will promote the health, safety and welfare of the City;

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

**Section 1.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City’s Code of Ordinances, Chapter 152 - Entitled “Gas” is hereby amended by deleting in its entirety all the existing language in Section 152.04(A) and replacing it with the following:

Sec. 152.04(A) - There is hereby adopted for and by the City a standard code known as the International Fuel Gas Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

**Section 2.** This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions

of such Ordinances, in which event the more restrictive provision shall apply.

**Section 3.** It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5.** That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

**Section 6.** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

**PASSED ON FIRST READING this 16th day of October 2023.**

---

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

**ATTEST:**

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Rhomari D. Leigh  
City Secretary

**PASSED ON SECOND READING this 1<sup>st</sup> day of November 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

**PASSED AND FINALLY ADOPTED this 15th day of November 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(7) (e)**

**Meeting Date:** 10/18/2023

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on the first reading of Ordinance No. 2023-41, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 153: Mechanical Regulations," to adopt the most current International Building Codes. (Legal/Building Official)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 2023-41**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED “LAND USAGE”, CHAPTER 153 ENTITLED “MECHANICAL REGULATIONS”; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE**

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**WHEREAS**, the City of Texas City, Texas is authorized to regulate ordinances pursuant to Texas Local Government Code;

**WHEREAS**, the City Commission of the city of Texas City, Texas needs to amend the Code of Ordinance Title XV Entitled “Land Usage”, Chapter 153 – Mechanical Regulations to adopt the most current International Building Codes;

**WHEREAS**, the City of Texas City utilizes the code council “Family of Models Building Codes;

**WHEREAS**, pursuant to TEX. LOCAL GOV’T. CODE § 214.211 *et seq.*, and TEX. HEALTH & SAFTY CODE § 388.003 *et seq.* the city of Texas City, Texas is authorized to adopt standard building codes for residential, commercial and industrial construction; and

**WHEREAS**, the City Commission determines that amending Title XV, Chapter 153, will promote the health, safety and welfare of the City;

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

**Section 1.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City’s Code of Ordinances, Chapter 153 - Entitled “Mechanical” is hereby amended by deleting in its entirety all the existing language in Section 153.01(A) and replacing it with the following:

Sec. 153.01(A) - There is hereby adopted for and by the City a standard code known as the International Mechanical Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

**Section 2.** This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.



**Section 3.** It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5.** That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

**Section 6.** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

**PASSED ON FIRST READING this 16th day of October 2023.**

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

**ATTEST:**

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Rhomari D. Leigh  
City Secretary

**PASSED ON SECOND READING this 1<sup>st</sup> day of November 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

**PASSED AND FINALLY ADOPTED this 15th day of November 2023.**

\_\_\_\_\_  
Dedrick D. Johnson, Sr., 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) (f)

**Meeting Date:** 10/18/2023

**Submitted By:** Rhomari Leigh, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Consider and take action on the first reading of Ordinance No. 2023-42, amending the Texas City Code of Ordinances Title XV Entitled "Land Usage," Chapter 154: Plumbing," to adopt the most current International Building Codes. (Legal/Building Official)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Ordinance

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**ORDINANCE NO. 2023-42**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS AMENDING THE CODE OF ORDINANCES TITLE XV ENTITLED “LAND USAGE”, CHAPTER 154 ENTITLED “PLUMBING”; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE**

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**WHEREAS**, the City of Texas City, Texas is authorized to regulate ordinances pursuant to Texas Local Government Code;

**WHEREAS**, the City Commission of the city of Texas City, Texas needs to amend the Code of Ordinance Title XV Entitled “Land Usage”, Chapter 154 – Plumbing to adopt the most current International Building Codes;

**WHEREAS**, the City of Texas City utilizes the code council “Family of Models Building Codes;

**WHEREAS**, pursuant to TEX. LOCAL GOV’T. CODE § 214.211 *et seq.*, and TEX. HEALTH & SAFTY CODE § 388.003 *et seq.* the city of Texas City, Texas is authorized to adopt standard building codes for residential, commercial and industrial construction; and

**WHEREAS**, the City Commission determines that amending Title XV, Chapter 154, will promote the health, safety and welfare of the City;

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

**Section 1.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Commission hereby further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect the public health, safety, and quality of life. The City of Texas City’s Code of Ordinances, Chapter 154 - Entitled “Plumbing” is hereby amended by deleting in its entirety all the existing language in Section 154.05(A)(1) and replacing it with the following:

Sec. 154.05(A)(1) - There is hereby adopted for and by the City a standard code known as the International Plumbing Code, 2021 edition, with appendices and amendments thereto, passed and recommended by the International Code Council, Inc., which code is published in book form and which is referred to, incorporated in this section and made a part of this section for all purposes. A copy of such code is filed of record in the office of the City Secretary. Adoption of subsequent amendments, supplement or new edition(s) is automatic upon publication by the International Code Council, Inc.

**Section 2.** This ordinance shall be cumulative of all provisions of the City of Texas City, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more restrictive provision shall apply.

**Section 3.** It is hereby declared to be the intention of the City Commission of the City of Texas City that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Commission without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.** All rights and privileges of the City of Texas City are expressly saved as to any and all violations of the provisions of any Ordinances affecting land use or development, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**Section 5.** That this Ordinance shall be read on three (3) separate days and shall become effective upon its final reading, passage, and adoption.

**Section 6.** That this Ordinance shall be finally passed upon the date of its introduction and shall become effective from and after its passage and adoption and publication by caption only in the official newspaper of the City of Texas City, Texas

**PASSED ON FIRST READING this 16th day of October 2023.**

---

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

**ATTEST:**

---

Rhomari D. Leigh  
City Secretary

**PASSED ON SECOND READING this 1<sup>st</sup> day of November 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

**PASSED AND FINALLY ADOPTED this 15th day of November 2023.**

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

**ATTEST:**

\_\_\_\_\_  
Rhomari D. Leigh  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kyle L. Dickson  
City Attorney