

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, NOVEMBER 15, 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 Herter	Legal	11/07/2013	10 years
Glenn Park	Public Works	11/17/2008	15 years
Edward Cafarella	Public Works	11/10/2008	15 years
Jerald Ford	Sanitation	11/17/2003	20 years

(b) Proclaiming November 6, 2023 - November 10, 2023, as Municipal Court Week.

(5) REPORTS

(a) Emergency Management Report (Emergency Management)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

(a) Approve City Commission Minutes for the November 1, 2023 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2023-126, authorizing the purchase of six (6) vehicles, for multiple departments, from Chastang Ford in Houston, Texas via the BuyBoard Purchasing Cooperative. (Public Works)
 - (c) Consider and take action on Resolution No. 2023-127, authorizing the casting of one hundred ninety-three (193) for Matt Doyle and two (2) votes for Donald Gartman by the City of Texas City, to serve on the Galveston Central Appraisal District (GCAD) Board of Directors, for the 2024-2025 term. (City Secretary's Office)
 - (d) Consider and take action on Resolution No. 2023-128, approving an engagement of ABHR (a law firm) for review, representation, and legal counsel regarding the formulation of a TIRZ (Tax Increment Reinvestment Zone) for the Minto Communities Texas, LLC project. (City Engineer)
 - (e) Consider and take action on Resolution No. 2023-129, approving the executing of an Engineering Agreement with ARKK Engineer, LLC., from Houston, Texas, for the Water Line Replacement Project - Phase 21. (Public Works)
 - (f) Consider and take action on Resolution No. 2023-130, approving the execution of an Engineering Service Agreement with ARKK Engineers, LLC., from Houston Texas, for the Sanitary Sewer Rehabilitation Project - Phase 23. (Public Works)
 - (g) Consider and take action on Resolution No. 2023-131, approving the execution of an Engineering Agreement with ARKK Engineers, LLC., from Houston, Texas, for the Lift Stations 7 and 15 Rehabilitation Project. (Public Works)
 - (h) Consider and take action on Resolution No. 2023-132, authorizing the first payment to Gulf Coast Water Authority for the City's portion of the Shannon pump station rehabilitation. (Public Works)
 - (i) Consider and take action on Resolution No. 2023-133, authorizing the disbursement and awarding a Commissioners Community Grant to the Front Door Social and Charity Club (FDSCC) on behalf of Mayor Pro Tem Bowie. (Mayor's Office - Grants Administration)
 - (j) Consider and take action on Resolution No. 2023-134, renewing an agreement between the City of Texas City and the Texas City-La Marque Chamber of Commerce. (Economic Development)
- (8) REGULAR ITEMS
- (a) Consider and take action on the third and final 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)

- (b) Consider and take action on the third and final 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)
- (c) Consider and take action on the third and final 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)
- (d) Consider and take action on the third and final 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)
- (e) Consider and take action on the first reading of Ordinance No. 2023-43, amending the Texas City Code of Ordinances entitled "General Regulations", Chapter 90: "Streets Sidewalks and Other Public Places" to adopt and become effective upon its final reading. (City Engineer)
- (f) Consider and take action on Ordinance No. 2023-44, amending the fiscal year 2023/2024 budget to include outstanding encumbrances from the 2022/2023 fiscal year. (Finance)
- (g) Consider and take action on Ordinance No. 2023-45 to permanently rezone for Linda Duncan/Moses Lake Marina Boat and RV Storage from District "O" (Open Space) to District "E-4" (Commercial Warehouse). (City Engineer)
- (h) Consider and take action on Ordinance No. 2023-46, amending the 2023-2024 Fiscal Year Budget to account for repairs to the Dike Road bridge. (Finance)
- (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 NOVEMBER 10, 2023, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF

SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 11/15/2023

November 2023 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Human Resources

Information

ACTION REQUEST

Service Awards

Justin Herter	Legal	11/07/2013	10 years
Glenn Park	Public Works	11/17/2008	15 years
Edward Cafarella	Public Works	11/10/2008	15 years
Jerald Ford	Sanitation	11/17/2003	20 years

BACKGROUND (Brief Summary)

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

RECOMMENDATION

Human Resources recommend approval of the November service awards.

Fiscal Impact

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 11/15/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Proclamation For Municipal Courts Week 2023

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

attachment

Office of the Mayor

PROCLAMATION

Whereas, the Municipal Court of Texas City, Texas plays a significant role in preserving public safety and promoting quality of life in Texas. More people come in contact with municipal courts than all other Texas courts combined, and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

Whereas, the City of Texas City is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

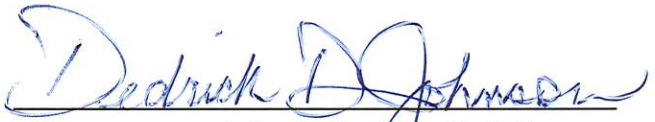
Whereas, the Municipal judges and court support personnel have pledged to be ever mindful of their neutrality and impartially, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and,

Now, therefore, I, Dedrick D. Johnson, Mayor of the City of Texas City, and on behalf of the City Commission do hereby proclaim,

**NOVEMBER 6 - NOVEMBER 10, 2023,
AS MUNICIPAL COURT WEEK**

And further extend appreciation to the fair and impartial justice offered to our citizens by the Municipal Court of Texas City.

In testimony whereof, witness my hand and the Seal of the City of Texas City, this the **15th** day of **November A.D. 2023**.



Mayor Dedrick D. Johnson



Attest: 

City Secretary, Rhomari Leigh

CITY COMMISSION REGULAR MTG

(5) (a)

Meeting Date: 11/15/2023

Emergency Management Report

Submitted For: Joe Tumbleson, Emergency Management

Submitted By: Rhomari Leigh, City Secretary

Department: Emergency Management

Information

ACTION REQUEST

Emergency Management Report (Emergency Management)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Staff Report

CITY OF TEXAS CITY

**EMERGENCY MANAGEMENT
&
HOMELAND SECURITY**

JOE TUMBLESON

EMERGENCY MANAGEMENT DEPARTMENT

- Myself and Mike Nations
 - Communications, Police, Fire, Public Works, Parks, IT, Engineering, Finance, Purchasing, Legal, Library, Courts, City Hall, Mayor and Commissioners.
-

Phases of Emergency Management

- **Mitigation**

- Prevent or lessen the effects of a disaster.

- **Preparedness**

- Planning for disasters in an all-hazards approach. Trying to predict what the next disaster might be and ensuring everyone is prepared.

- **Response**

- Utilize the ICS to ensure the most efficient and effective response
- This would include responses from different types of agencies, PD, Fire, EMS, state, local, federal, contractors, non-profits, media, RP, and numerous other types of organizations.

- **Recovery**

- Use every available resource to recover from the disaster, not only to get back to normal but to be better than before.
-

PRIMARY RESPONSIBILITY OF EMERGENCY MANAGEMENT

- **To ensure the safety and security of the public**
 - Industrial/hazmat incidents
 - Weather-related incidents
 - Active violence incidents
 - Medical emergencies
-

- Citizens (largest stakeholder)
- Local Businesses (public-private relationships)
- FEMA
- EPA
- TDEM
- TCEQ
- TRRC
- USCG
- DPS
- GCSO
- GCEM
- GCHD
- LEPC
- GLO

STAKEHOLDERS

- IMAS
- CTEH
- TNMP
- TxDOT
- CTEH
- CenterPoint
- Port of Texas City
- Army Corp of Engineers
- NWS
- Storm Geo
- TCISD
- Dickinson ISD
- College of the Mainland
- Local Police, Fire, EMS, Public Works,
Parks, IT
- Hospitals

STAKEHOLDERS

- United Way
- Red Cross
- Salvation Army
- Food Bank
- Mainland Community Partners
- Gulf Coast Centers
- 4B Disaster Response Network
- Gulf Coast Transit District
- Churches
- Industry
- Contractors
- Debris removal contractors
- Monitoring contractors
- Environmental contractors
- News media
- Texas City LaMarque Chamber of Commerce

STAKEHOLDERS

EMERGENCY ALERTS AND WARNINGS

- **Emergency Management Facebook, Instagram, Twitter (over 13K followers)**
 - **City of Texas City Facebook, Instagram, Twitter (over 40k followers)**
 - **City website**
 - **Community sirens**
 - **Everbridge system to notify the public (51,502 contacts)**
 - **IPAWS**
-

STAY UP TO DATE:

- www.mytcalerts.com
 - www.texascitytx.gov
 - www.facebook.com/texascityem
-

ACTIVATED THE EOC 17 TIMES SINCE DECEMBER 2022

- 12-23-22 Industrial flaring
 - 01-05-23 Dow vapor leak
 - 01-09-23 Dow vapor leak
 - 01-12-23 Marathon Level 1a small fire
 - 01-13-23 Marathon upset-flaring
 - 01-18-23 Dunn Heat Level 1A fire
 - 01-18-23 Marathon Level IIA - oil spill
 - 03-16-23 O'Reilly Auto Parts fire
 - 05-17-23 Marathon fire/fatality
-

ACTIVATED THE EOC 17 TIMES SINCE DECEMBER 2022

- 06-14-23 Enterprise pipeline leak
 - 06-27-23 Marathon shelter-in-place
 - 07-06-23 Boil water notice
 - 07-19-23 Sulfur Bentonite spill on FM 1765
 - 08-31-23 Hoax active shooter threat to TCHS
 - 09-07-23 Marathon fire
 - 10-08-23 Air Products HCL
 - 10-12-23 Eastman DMT
-



Texas City Emergency Management

Situation Report

EOC Level	Level 1
Event Name	(UPDATE) Air Products HCL spill
Date	October 8, 2023
Time	1750 hours
Area Affected	5 th Street at 3 rd Ave S.

CURRENT SITUATION:

IMAS level 1a has been declared. A tanker truck owned by Air Products has developed a leak. The product is Hydrogen Chloride. An estimated amount of several hundred gallons has escaped its container. The product has been contained by a series of man-made dams. 3rd Ave S. is closed east of 6th Street.

On scene are Air Products, TCFD, TCPD, TC EM, Clean Harbors, CTEH, and Eastman Chemical. Phone conversations are occurring with TCEQ, EPA, USCG, and NWS.

Currently, there is no threat to the city and no unmet needs.

UPDATE at 7:00 pm

The incident was upgraded to a level 3. The 6th Street between Texas Avenue and F.M. 519 has been closed in both directions due to a strong odor at the roadway. All agencies listed are still on the scene.

UPDATE at 8:15 pm

The incident was downgraded to a level 1A. 6th Street between Texas Ave. and F.M. 519 is reopened in both directions.


SITREP REPORTS

Significant Activation of the Emergency Operations Center




THANK YOU

 Joe Tumbleson

 409.739.4799

 jtumbleson@texascitytx.gov

 www.texascitytx.gov



CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 11/15/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Approve City Commission Minutes for the November 1, 2023 meeting. (City Secretary)

BACKGROUND (Brief Summary)

RECOMMENDATION

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, NOVEMBER 1, 2023 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, NOVEMBER 1, 2023, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:01 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Present: Dedrick D. Johnson, Mayor
Abel Garza, Jr. , Commissioner At-Large
Felix Herrera, Commissioner District 2
Dorthea Jones Pointer, Commissioner District 3
Jami Clark, Commissioner District 4

Absent: Thelma Bowie, Commissioner At-Large, Mayor Pro Tem
DeAndre' Knoxson, Commissioner District 1

2. INVOCATION

Led by Jon Branson, Executive Director of Management Services.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Felix Herrera.

4. REPORTS

a. Human Resources Annual Report (HR)

Jennifer Price, HR Director, gave a PowerPoint presentation on open enrollment for 2024 health insurance.

b. Finance Quarterly Report for the quarter ended September 30, 2023.

Laura Boyd, Finance Director, gave a presentation on the investment portfolio for the quarter ending September 30, 2023.

5. PUBLIC COMMENTS

There were none.

6. CONSENT AGENDA

Commissioner District 4 Jami Clark motioned to approve Consent Agenda items a, b, c, d, f, g, h, i, and j. The motion was seconded by Commissioner District 2 Felix Herrera.

- a. Approve City Commission Minutes for the October 18, 2023 meeting. (City Secretary)

Vote: 5 - 0 CARRIED

- b. Consider and take action on Resolution No. 2023-117, approving a ARKK Engineers, LLC. purchase order change orders for the City of Texas City's GLO Contract No. 22-119-003-D373 Community Development Block Grant Mitigation Program Infrastructure Projects Non-Research & Development Mitigation Funding. (Public Works)

Vote: 5 - 0 CARRIED

- c. Consider and take action on Resolution No. 2013-118, approving an extension of the agreement for professional services with Public Consulting Group, Inc. (PCG) to continue a program that provides additional revenue to the Fire Department EMS program through the Centers for Medicare and Medicaid Services (CMS) Ambulance Supplemental Pay Program (ASPP). (Fire Department)

Vote: 5 - 0 CARRIED

- d. Consider and take action on Resolution No. 2023-119, authorizing the purchase of 462 Visa gift cards in the amount of \$50.00 each to be given to the City Employees (full time and part-time), as an incentive for continued outstanding customer service and performance. (Human Resources)

Vote: 5 - 0 CARRIED

- e. Consider and take action on Resolution No. 2023-120, ratification of the submission of the application to HUD for the PRO Housing Grant. (Community Development/Grants Administration)

This item was pulled and removed by Mayor Dedrick Johnson.

- f. Consider and take action on Resolution No. 2023-121, authorizing the purchase of a 2025 International 14 yard dump truck from Santex Truck Center, LTD in San Antonio, Texas through the HGACBuy Cooperative Purchasing Program for the total contract price of \$140,381.00. (Public Works)

Vote: 5 - 0 CARRIED

- g. Consider and take action on Resolution No. 2023-122, authorizing the purchase of a Tymco model 600 sweeper from Tymco, Inc. through a BuyBoard purchasing cooperative for the total contract amount of \$358,948.20. (Public Works)

Vote: 5 - 0 CARRIED

- h. Consider and take action on Resolution No. 2023-123, authorizing the purchase of a 2024 F350 truck with utility bed and crane, for the Traffic Department, from Chastang Ford via BuyBoard, a Local Government Purchasing Cooperative for the contract price of \$68,296.00. (Public Works)

Vote: 5 - 0 CARRIED

- i. Consider and take action Resolution No. 2023-124, authorizing the purchase, delivery and installation of a Covered Outdoor Commercial Adult Fitness Station for Carver Park from Playpower LT Farmington, Inc through BuyBoard (Contract No. 679-22) – local government purchasing cooperative, in the amount of \$112,073.00. (Recreation and Tourism)

Vote: 5 - 0 CARRIED

- j. Consider and take action on Resolution No. 2023-125 approving the purchase of construction services for Godard Park Buildings from Generocity Services, Inc. (Contract No. 23/016MR-17) - local government purchasing cooperative, in the amount of \$59,732.05. (Recreation and Tourism)

Vote: 5 - 0 CARRIED

7. REGULAR ITEMS

- a. Consider and take action on the third and final 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)

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

Vote: 5 - 0 CARRIED

- b. Consider and take action on the second 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)

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

Vote: 5 - 0 CARRIED

- c. Consider and take action on the second 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)

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

Vote: 5 - 0 CARRIED

- d. Consider and take action on the second 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)

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

Vote: 5 - 0 CARRIED

- e. Consider and take action on the second 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)

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

Vote: 5 - 0 CARRIED

8. Commissioner District 1 DeAndre Knoxson entered the meeting.

9. ADJOURNMENT

Having no further business, Commissioner At-Large Abel Garza, Jr. made a MOTION to ADJOURN at 5:26 p.m.; the motion was SECONDED by Commissioner District 3 Dorthea Jones Pointer. All present voted AYE. MOTION CARRIED.

DEDRICK D. JOHNSON, MAYOR

ATTEST:

Rhomari Leigh, City Secretary

Date Approved:

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 11/15/2023

Multi Departmental Vehicle Purchase

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST

Approve the purchase of six (6) vehicles, for multiple departments, from Chastang Ford in Houston Texas via the BuyBoard Purchasing Cooperative.

BACKGROUND (Brief Summary)

As municipal fleet vehicles are still fairly scarce, staff has secured the following six (6) vehicles for purchase:

Recreation and Tourism - 2 each of the 2023 Ford Escapes - \$30,332.00 ea. Total \$60,664.00 (In stock)

Utilities - 2 each Ford Mavericks - \$27,188.50 Total \$54,377.00 (Build date in December should be May or June for receiving)

Inspections - 1 each Ford Maverick - 27,188.00 (Build date in December should be May or June for receiving)

Waste Water Treatment Plant - 1 Ford F150 \$44,996.00 (No build date yet but already on dealer order)

In order to insure availability on these six vehicles beyond November 1, 2023, a "Letter of Intent" was signed by the Public Works Director. This will hold these vehicles until Commission approval.

The worksheets are attached for review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve the purchase of the six (6) vehicles as described above.

Fiscal Impact

Attachments

- Exhibit A
- Exhibit B
- Exhibit C

Resolution

I.	Contract Price Adjustment:	2024 CONCESSION DIFFERENCE & PRICE INCREA	<input type="text" value="2210"/>
J.	Additional Delivery Charge:	<hr/> 0 miles	<input type="text" value="0"/>
K.	Subtotal:	<hr/>	<input type="text" value="27055"/>
L.	Quantity Ordered	3 x K =	<input type="text" value="81165"/>
M.	Trade in:	<hr/>	<input type="text"/>
N.	BUYBOARD FEE	<hr/>	<input type="text" value="400"/>
O.	TOTAL PURCHASE PRICE		<input type="text" value="81565"/>
			<input type="text"/>

CHASTANG ENTERPRISES HOUSTON LLC / DBA CHASTANG FORD

ITEM 3
BUYBOARD 601-19

End User: TEXAS CITY CHASTANG ED MILLER
 Contact: _____ Phone/fax: 713-678-5007
 Phone/email: _____ Date: 10/25/223
 Product Descr: 2023 FORD ESCAPE UOF email: emiller@chastangAUTOGROUP.com

A. Bid Series: ITEM 120 A. Base Price: 25455

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	1.5L ECOBOOST	INCL	MC23PA		
	8 SPEED AUTO	INCL			
QD1	OUT OF STOCK QUICKDEL	\$ 1,995.00			
Total of B. Published Options:					\$ 1,995.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0 %

Options	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection: 0

E. Texas State Inspection: \$ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 488.00

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ 244.00

I. Contract Price Adjustment: CONCESSION DIFFFERENC 1950

J. Additional Delivery Charge: 0 miles 0

K. Subtotal: 30132

L. **Quantity Ordered** 2 x K = 60264

M. Trade in:

N. BUYBOARD FEE 400

O. TOTAL PURCHASE PRICE 60664




Prepared by: Ed Miller
10/16/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 415 | Quote ID: txcty24x1l

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X1L	Base Vehicle Price (X1L)	\$44,980.00
Packages		
101A	Equipment Group 101A Standard <i>Includes:</i>  <ul style="list-style-type: none"> - Transmission: Electronic 10-Speed Automatic - Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Radio: AM/FM SiriusXM w/360L - Includes 6 speakers and auxiliary audio input jack. - SYNC 4 w/Enhanced Voice Recognition - Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply. 	N/C
Powertrain		
998	Engine: 3.5L V6 EcoBoost <i>Includes auto start-stop technology.</i> <i>Includes:</i> <ul style="list-style-type: none"> - GVWR: 7,050 lbs Payload Package 	\$1,660.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included
XL9	Electronic Locking w/3.55 Axle Ratio	Included
NONGV	GVWR: 7,050 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 265/70R17 BSW A/T	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

10/16/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 415 | Quote ID: txcty24x11

As Configured Vehicle (cont'd)

Code	Description	MSRP
64C	Wheels: 17" Silver Steel	Included
Seats & Seat Trim		
A	Vinyl 40/20/40 Front Seat	N/C
Other Options		
145WB	145" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM SiriusXM w/360L <i>Includes 6 speakers and auxiliary audio input jack.</i>	Included
	<i>Includes:</i> - SYNC 4 w/Enhanced Voice Recognition Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.	
53T	Tow/Haul Package <i>Includes:</i> - Integrated Trailer Brake Controller - Electronic Locking w/3.55 Axle Ratio - Upgraded Rear Bumper	\$785.00
67T	Integrated Trailer Brake Controller	Included
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code.	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

10/16/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 415 | Quote ID: txcty24x11

As Configured Vehicle (cont'd)

Code	Description	MSRP
------	-------------	------

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

425	50 State Emissions System	STD
-----	---------------------------	-----

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

Interior Color

AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
-------	--	-----

SUBTOTAL		\$47,425.00
-----------------	--	--------------------

Destination Charge		\$1,995.00
--------------------	--	------------

TOTAL		\$49,420.00
		+400.00 for buyboard
		\$49,820.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ed Miller

10/16/2023

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)

Price Level: 415 | Quote ID: txcty24x1l

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$44,980.00
Options	\$2,445.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$49,420.00

Pre-Tax Adjustments

Code	Description	MSRP
01 ft	DISCOUNT AND CONCESSION	-\$4,424.00
Total		\$44,996.00

Customer Signature

10/17/2023

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

RESOLUTION NO. 2023-126

A RESOLUTION APPROVING THE PURCHASE OF SIX (6) VEHICLES, FOR MULTIPLE DEPARTMENTS, FROM CHASTANG FORD INC., HOUSTON, TEXAS, VIA THE BUYBOARD PURCHASING COOPERATIVE (WORKSHEET 601-19 AND CONTRACT NO. 724-23); AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, municipal fleet vehicles are scarce, but the City has been able to locate six (6) vehicles; and

WHEREAS, two (2) vehicles will go to Recreation and Tourism, two (two) vehicles will go to Utilities, one (1) will go to Waste Water, and one (1) to the Inspections Department. The total price of the six (6) vehicles is \$825,469.92; see attached; and

WHEREAS, funds for this purchase are available in the City's 2023/2024 budget.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby approves the purchase of six (6) vehicles for Recreation and Tourism, Utilities, Inspections, and Waste Water departments for a total price as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 15th 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) (c)

Meeting Date: 11/15/2023

Voting on the Election of Members of the Board of Directors for GCAD 24-25

Submitted For: Rhomari Leigh, City Secretary

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Authorize the casting of one hundred ninety-three (193) for Matt Doyle and two (2) votes for Donald Gartman by the City of Texas City, to serve on the Galveston Central Appraisal District (GCAD) Board of Directors, for the 2024-2025 term.

BACKGROUND (Brief Summary)

Bi-annually, the City of Texas City is offered the opportunity to cast all or a portion of their total number of votes (195) for up to five (5) individuals to serve on the GCAD Board of Directors. In accordance with the Property Tax Code, the City of Texas City must pass a formal resolution designating the number of votes cast for candidates. The written resolution along with the attached Ballot must be acted upon and submitted to Galveston Central Appraisal District (GCAD) office before December 15, 2023. Once all votes are received by GCAD, they will tally the votes and notify all voting units of the outcome of the voting prior to December 31, 2023.

There is no direct financial impact regarding this action.

RECOMMENDATION

It is the recommendation of the Mayor to cast one hundred ninety-three (193) votes for Matt Doyle and two (2) votes for Donald Gartman.

Fiscal Impact

Attachments

attachment
Resolution



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980

Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

October 27, 2023

The Honorable Dedrick Johnson Sr.
Mayor
City of Texas City
P. O. Box 2608
Texas City, TX 77592

Dear The Honorable Johnson Sr.,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution before ***December 15th, 2023.***

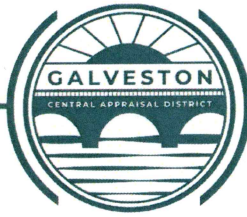
You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in brown ink, appearing to read "Krystal L. McKinney".

Krystal L. McKinney
Chief Appraiser

KLM:ldff
Enclosures



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

2024-2025

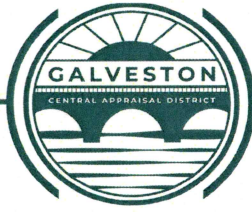
Board of Directors Election

BALLOT

<p>Number of Votes Taxing Unit is Eligible to Cast:</p> <p style="text-align: center;">195</p>	<p>Voting Unit:</p> <p style="text-align: center;">City of Texas City</p>
--	---

CANDIDATES	VOTES
Brast, Scott	
Collins, Robin	
Doyle, Matt	
Farmer, Thomas E.	
Gartman, Donald	
Tressler, Chad	

- ◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT
- ◆ DEADLINE: *before December 15th, 2023*



9850 Emmett F. Lowry Expressway, Suite A
Texas City, Texas 77591

Phone: (409) 935 - 1980
Fax: (409) 935 - 4319

Chief Appraiser, Krystal L. McKinney RPA, CCA

October 27, 2023

Ms. Rhomari Leigh
City Secretary
City of Texas City
P.O. Box 2608
Texas City, TX 77592

Dear Ms. Leigh,

Enclosed is the ballot for the selection of (5) five Galveston Central Appraisal District directors. Also attached is a copy of the vote allocation and a resolution form for your convenience.

All votes may be cast for (1) one candidate or distributed among the candidates listed on the ballot. Please comply with the following:

- ◆ The votes must be cast by written resolution.
- ◆ A copy of the resolution must accompany the completed ballot.
- ◆ Return the completed ballot and resolution before ***December 15th, 2023.***

You will be notified of the results as soon as the returned ballots are summarized. If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in brown ink that reads "Krystal L. McKinney".

Krystal L. McKinney
Chief Appraiser

KLM:ldff

*Ballot & Resolutions enclosed in Presiding Officers letter

RESOLUTION NO. 2023-127

A RESOLUTION CASTING THE CITY OF TEXAS CITY'S ONE HUNDRED AND NINETY-THREE (193) VOTES TO NOMINATE MATT DOYLE AND TWO (2) VOTES FOR DON GARTMAN AS CANDIDATES TO SERVE ON THE BOARD OF DIRECTORS OF THE GALVESTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, this is the selection year for the Board of Directors of the Galveston Central Appraisal District; and,

WHEREAS, the Board of Directors consists of five (5) members who serve (2) year terms, beginning January 1, 2024, through December 31, 2025; and,

WHEREAS, the City of Texas City is a voting unit entitled to vote for up to five (5) candidates from a ballot submitted by the Galveston Central Appraisal District, if so desired; and,

WHEREAS, the City Commission of the City of Texas City, Texas, nominates Matt Doyle and Don Gartman as the candidates for the Board of Directors of the Galveston Central Appraisal District; and,

WHEREAS, the Board of Directors of the Galveston Central Appraisal District requests that the City Commission of the City of Texas City, Texas, cast its votes for the nominated candidates by written Resolution to the Chief Appraiser before December 16, 2023.

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

SECTION 1: That the City Commission of the City of Texas City, Texas, authorizes casting one hundred and ninety-three (193) votes to nominate Matt Doyle and casts two (2) votes to nominate Don Gartman to serve on the Board of Directors for the Galveston Central Appraisal District for the term January 1, 2024, through December 31, 2025.

SECTION 2: That the number of votes cast for the candidate(s), as exhibited in the attached ballot, be submitted by the City of Texas City to the Galveston Central Appraisal District.

SECTION 3: That the City Commission of the City of Texas City, Texas, hereby directs the City Secretary to submit a certified and true copy of this Resolution to the Chief Appraiser of the Galveston Central Appraisal District before December 16, 2025.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th 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

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

I, Nicholas J. Finan, Secretary of the City Commission of the City of Texas City, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Commission of the City of Texas City, Texas, at its Regular Called Meeting held on the 2nd day of October, 2013, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Texas City, Texas, this _____ day of _____, 2013.

Nicholas J. Finan, City Secretary
City of Texas City, Texas

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 11/15/2023

ABHR Engagement Letter for Legal Representation in Connection with Proposed Minto Communities Development

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Approve engagement of ABHR (a law firm) for review, representation and legal counsel regarding formulation of a TIRZ (Tax Increment Reinvestment Zone) for the Minto Communities Texas, LLC project.

BACKGROUND (Brief Summary)

Minto Communities Texas, LLC, is proposing a large planned unit development subdivision to be located on approximately 1300 acres in Texas City which development plans will include the formulation of one or more special districts, including but not limited to a Tax Increment Reinvestment Zone (TIRZ). The City will need to perform due diligence including legal review to evaluate the proposed development. ABHR has expertise regarding planned unit developments and the formulation of special districts, including specifically the TIRZ, and has previously represented the City and provided similar services satisfactorily. Minto Communities has waived all conflicts and agreed to pay ABHR's fees for this legal representation.

RECOMMENDATION

Staff has reviewed and recommend approval of the engagement of ABHR for services relating to the Mintos Communities Texas, LLC, proposed development.

Fiscal Impact

Attachments

ABHR Engagement Letter
Resolution

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhllp.com

Direct Line: (713) 860-6465
Direct Fax: (713) 860-6665

doliver@abhllp.com

David. Oliver
Partner

October 26, 2023

Mayor Dedrick D. Johnson, Sr.
City of Texas City, Texas
1801 9th Ave N
Texas City, Texas 77590

Dear Mayor Johnson and Commissioners:

We appreciate being asked to represent the City of Texas City, Texas (the "City") in connection with the preparation and review of agreements between the City and Minto Communities, LLC (the "Developer") regarding development of approximately 1,300 acres of land (the "Property") and use of special districts (the "Districts"), including a tax increment reinvestment zone and local government corporation, to finance certain infrastructure needed to develop the Property.

Our experience has been that it is mutually beneficial to set forth, at the outset of our representation, the role and responsibilities of both our law firm and the client, as described in this letter and the separate Standard Terms of Engagement for Legal Services that is enclosed with this letter.

Client

The client for this engagement is the City. This engagement does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders, or partners. The Developer is not the client for this engagement; however, they will agree to pay, on behalf of the City, our fees related to this engagement.

Once the Districts are in fact created, our firm intends to enter into engagement letters with the Districts. However, until such creation, our client will be the City upon the City's acceptance of this letter.

Scope of Engagement

As the City's counsel, we will provide the legal services described in the first paragraph of page one hereof. We will work cooperatively with other consultants engaged by the City for this purpose.

This engagement will include only the matters described in the paragraph above and any additional matters that are made part of the engagement by written supplement to this letter. If you determine to engage the Firm on additional legal matters, this engagement letter will apply to those matters as well and such other work will be billed at our regular hourly rates.

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We recognize that we shall be disqualified from representing any other client with interests materially and directly adverse to yours (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage; however, the City acknowledges and agrees to our representation of the Developer, all as described herein. You understand and agree that, with the exceptions described above, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters. You agree that our representing you in this matter will not prevent or disqualify us from representing clients adverse to you in other matters and that you consent in advance to our undertaking such adverse representations.

We have been requested by the City and the Developer to represent the City and the Developer in the preparation and review of agreements between the City and the Developer regarding the development of the Property and use of special districts to finance certain infrastructure needed to develop the Property. We have discussed with the City the advantages and disadvantages of the City engaging independent counsel to represent the City in connection with such matters because of the potential conflict of interest in our representation of the Developer. We have informed the City that we reasonably believe that the representation of the City will not be affected by our representation of the Developer and that we are fully able and willing to represent the City and the Developer fairly and adequately in connection with these matters. With a full understanding of the City's option to retain independent counsel or us to represent it in these matters, and the advantages and disadvantages of either choice, the City has requested that we represent the City in these matters.

We have explained to the City that normally information and communications from persons to a law firm that represents both persons are not confidential between the persons and may be obtained by either person. However, the City has previously agreed (because of request from the Developer, but without any request or advice from us) that

it will not seek to obtain confidential information received by us from the Developer and that we will not be required to disclose same to the City. We understand that the Developer (because of request from the City, but without request or advice from us) intends to likewise agree that it will not seek to obtain confidential information received by us from the City and that we will not be required to disclose same to the Developer. Our firm will screen those lawyers working on matters for the Developer from confidential information related to our representation of the City. Our firm will also screen those lawyers working on matters for the City from confidential information related to our representation of the Developer. We will implement policies and procedures to assure that we comply with these commitments.

This engagement and our attorney-client relationship will be terminated when we have completed the services in the matters covered by this engagement letter and any written supplements to this engagement letter. If you later retain us to perform further or additional services, our attorney-client relationship will be established by another engagement letter.

Our Firm may have represented, may currently represent, or in the future may represent (i) landowners or developers owning property within your corporate boundaries and/or extra-territorial jurisdiction and (ii) special districts, including municipal utility districts, located within your boundaries and/or extra-territorial jurisdiction, opposing your interests in a matter in which we represent you. This will not in any way affect the diligence or vigor with which we represent your interests in the matter or the matters on which you engage our Firm. If this is a concern to you, please let us know and we will check on the particular lawyers involved in your matter or matters.

Cooperation

In order to enable us to render effectively the legal services contemplated, the City has agreed to disclose fully and accurately all facts and keep us informed of all developments relating to this matter. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us. To the extent it is necessary for your representatives to attend meetings in connection with this matter, we will attempt to schedule them so that the convenience of those representatives can be served.

Fees

All legal work will be billed on a separate hourly basis. For legal work billed on an hourly basis, our fees will be based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing the interests of the City, including, by way of illustration, telephone and in-person conferences with the City's representatives, consultants, and others; conferences among

our legal and paralegal personnel; factual investigation; legal research; responding to requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel.

Billing rates for our attorneys vary according to the experience of the individuals. In an effort to reduce overall legal costs, we utilize paralegal personnel whenever appropriate. Billing rates for both attorneys and paralegal personnel are, from time to time, reviewed and adjusted and may be changed with or without notice. Please feel free at any time to ask for our current rates.

Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The basis upon which we establish these other charges is set forth in the attached Standard Terms of Engagement for Legal Services.

Billing Cycle

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

Fees and expenses that are billed on an hourly basis will be billed monthly on a separate hourly basis.

Our fees and services and other charges are being incurred on behalf of the District. The City agrees that we will bill the Developer for these services and charges and the Developer agrees that it will provide payment accordingly on behalf of the District.

Investment Disclosures

Many of the Firm's lawyers, directly or beneficially, own interests in corporations and other entities or in real property. Although our computerized system used for checking conflicts of interest tracks all investments made in the name of the Firm, it does not contain data as to investments made individually by each of the Firm's lawyers. If you are at all concerned about these individual investments, we will be pleased to canvass our lawyers about their individual investments in any entity or entities about which you may be concerned.

Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflicts of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

Other

If the foregoing, including the items set forth in the enclosed Standard Terms of Engagement for Legal Services, correctly reflects your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to the undersigned. We understand that the City also obtains legal services from its City Attorney and that the City has reviewed the foregoing with the City Attorney.

Please contact me if you have any questions. We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

ALLEN BOONE HUMPHRIES ROBINSON LLP

By: David M Oliver Jr
David Oliver, Partner

AGREED TO AND ACCEPTED on this _____ day of _____, 2023:

CITY OF TEXAS CITY, TEXAS

Dedrick D. Johnson, Sr.
Mayor

APPROVED AS TO FORM:

Kyle Dickson
City Attorney

The Developer acknowledges that Allen Boone Humphries Robinson will represent the City with respect to the services provided in this engagement letter. With a full understanding of the Developer's option to retain independent counsel or us to represent it in these matters, and the advantages and disadvantages of either choice, the Developer has requested that we represent the Developer in these matters and hereby waives the legal conflict. The Developer hereby agrees to provide prompt payment of all the fees and expenses described herein on this _____ day of _____, 2023.

MINTO COMMUNITIES, LLC

By: _____

Name: _____

Title: _____

ALLEN BOONE HUMPHRIES ROBINSON LLP

Standard Terms of Engagement for Legal Services

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express written agreement to the contrary does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived according to the terms of an engagement letter that we enter into at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct. We also wish to advise you of the contents of The Texas Lawyer's Creed, a copy of which is included at the end of these Standard Terms of Engagement for Legal Services.

All of our and your rights and obligations arising under and/or related to this engagement shall be governed by the laws of the State of Texas.

By signing and entering into this engagement, we verify, pursuant to Chapter 2271 of the Texas Government Code, that the Firm does not boycott Israel and will not boycott Israel during the term of this engagement.

Additionally, as required by Subchapter J, Chapter 552, Government Code, to the extent our client for this engagement is a governmental body, we agree that the Firm will (1) preserve all contracting information related to this engagement as provided by your records retention requirements for the duration of this engagement; (2) promptly provide to you any contracting information related to this engagement that is in the custody or possession of the Firm upon your request; and (3) upon completion of this engagement, either (i) provide at no cost to you all contracting information related to this engagement that is in the custody or possession of the Firm, or (ii) preserve the contracting information related to this engagement as provided by your records retention requirements. For purposes of this paragraph, "contracting information" has the meaning assigned by Section 552.003, Texas Government Code. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this engagement and the Firm agrees that the engagement can be terminated if the Firm knowingly or intentionally fails to comply with a requirement of that subchapter. This paragraph does not apply to this engagement if our client for this engagement is not a governmental body.

Who Will Provide the Legal Services

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers, paralegals, and administrative personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our lawyers, paralegals, and administrative personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers, paralegals, and administrative personnel are reviewed and increased from time to time, and at least annually, to reflect current levels of experience, changes in overhead costs, and other factors.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

Additional Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, including photocopying, messengers, travel expenses, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, record maintenance and storage, administrative meeting costs, and filing fees. The current basis for these charges is set forth below. The Firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

Duplicating

The Firm charges \$.15 per page for black and white copies and \$.50 per page for color copies.

Courier Services

The Firm charges an amount which generally represents cost including the distribution service provided by the Firm. Depending on the volume of work performed by a service provider, the Firm may receive a volume discount during a particular accounting period for which no adjustment is made on an individual client's bill.

Computer Aided Legal Research (CALR)

Third party providers of CALR services charge the Firm amounts each month based on the type, extent, and duration of the services provided. The Firm charges clients for client research only based on the computed cost to the Firm for the use of the services. This cost is monitored and revised periodically to achieve an average "at cost" rate for clients.

Telefax

The Firm does not charge for telefaxes.

Telephone

The Firm does not charge for local or long distance calls.

Travel-Related Expenses

Airfare, meals, and related travel expenses charged to the client represent actual, out-of-pocket cost. Credits earned under frequent flyer programs accrue to the individual traveler and not to the Firm.

Administrative Meeting Charge

The Firm charges an administrative meeting charge for each client meeting held at the Firm's offices where food is served. This flat fee approximates the cost of supplies, beverages, utensils, materials, incidental personnel, and miscellaneous costs related to a client meeting conducted at the Firm's offices where food is served. This charge may be increased from time to time to reflect an increase in costs.

All Other Costs

The Firm charges an amount which generally represents costs for maintenance and storage of client electronic and hard copy records. In addition, the Firm charges actual disbursements for third-party services like court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as mail services, secretarial overtime, file retrieval, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees and expenses for the services described herein will be billed from time to time as the work is performed or at such regular intervals, not to exceed 30 days, as the client may direct and are payable within thirty days of receipt.

Advances

A client of the Firm may be asked to deposit funds as an advance payment with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

Client and Firm Documents

We will maintain a client file (or files) for this matter. At the conclusion of this matter (or earlier, if appropriate), it is your obligation to tell us which, if any, of the documents in our files you want returned. We will return those documents to you promptly after our receipt of payment for outstanding fees and charges, including costs of retrieval and delivery of records. We may keep copies of any documents we provide to you. Any documents retained by the Firm will be kept for a certain period of time, and ultimately we will destroy them in accordance with our record retention program schedule then in effect.

Attorney Complaint Information

The State of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at our office and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Grievance Information Helpline of the State Bar of Texas at 1-800-932-1900.

THE TEXAS LAWYER'S CREED - A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM. A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT. A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this Creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is

without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER. A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are canceled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony

towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE. Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize,

misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

RESOLUTION NO. 2023-128

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN ENGAGEMENT OF ABHR (A LAW FIRM) FOR REVIEW, REPRESENTATION AND LEGAL COUNSEL REGARDING FORMULATION OF A TIRZ (TAX INCREMENT REINVESTMENT ZONE) FOR THE MINTO COMMUNITIES TEXAS, LLC PROJECT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Minto Communities Texas, LLC, is proposing a large, planned unit development subdivision to be located on approximately 1300 acres in Texas City; and

WHEREAS, The development plans will include the formulation of one or more special districts, including but not limited to a Tax Increment Reinvestment Zone (TIRZ); and

WHEREAS, The City will need to perform due diligence including legal review to evaluate the proposed development. ABHR has expertise regarding planned unit developments and the formulation of special districts, including specifically the TIRZ, and has previously represented the City and provided similar services satisfactorily. Minto Communities has waived all conflicts and agreed to pay ABHR's fees for this legal representation.

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, authorizes the Mayor to approve the engagement of ABHR (a law firm) for review, representation and legal counsel regarding formulation of a TIRZ (Tax Increment Reinvestment Zone) for the Minto Communities Texas, LLC in the form attached hereto as **Exhibit "A,"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 15th 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) (e)

Meeting Date: 11/15/2023

Engineering Services For The City Of Texas City Water Line Replacement Project - Phase 21

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

Department: Public Works

Information

ACTION REQUEST

Approve and execute and engineering agreement with ARKK Engineer, LLC., from Houston Texas, for the Water Line Replacement Project - Phase 21.

BACKGROUND (Brief Summary)

ARKK Engineers, LLC.has submitted an Agreement for Services for the engineering services for the Water Line Replacement Project - Phase 21 totaling \$213,175.00. This project is in the 2023-2024 Budget. A copy of the agreement is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute an Agreement for Services with ARKK Engineers, LLC.for the Water Line Replacement Project - Phase 21 for the engineering services from the design phase through all construction phases. It is further recommended that the Mayor be authorized to execute change orders, not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

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

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Water Line Replacement Project – Phase 21**" ("Project").

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of **\$213,175.00** for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend, and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all

claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
DIRECTOR OF FINANCE



ATTACHMENT "A"

November 6, 2023

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Water Line Replacement Project – Phase 21".

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Water Line Replacement and Rehabilitation Program. The proposal is based on our understanding of the project as discussed in our meetings and conversations with City staff. This phase consists of providing engineering design and construction phase services for the replacement of water lines at various locations throughout the City. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The City of Texas City's water distribution system includes 224 miles of pipe (does not include the new developments on Highway 3 and Lago Mar). Approximately 441,075 L.F. (83.5 miles) of water lines at various locations throughout the City have been replaced to date (including on-going Phase 20) as part of this Waterline Replacement Program and the 2001 Bond Program. Phase 20 of this Water Line Replacement Program is currently under construction and should be complete by July 2024. This Waterline Replacement Project - Phase 21 is a continuation of this program. The water lines selected for replacement have been identified and provided by City staff based on on-going maintenance efforts; deteriorated water lines; recommendations from a modeling study performed previously; problem lines, and may include lines not replaced as part of previous projects.

The project budget allocated for the Water Line Replacement Project – Phase 21 is **\$1.6 million**, which includes construction costs, engineering, construction phase services, and other costs. Based on preliminary cost estimates prepared by ARKK, approximately 14,900 L.F. of water lines can be replaced as part of this phase. The estimated construction cost to perform the work is approximately **\$1.39 million**, which includes the water line replacement, service line

replacement (to the right-of-way/easement line), and associated work. Based on updated construction costs developed by ARKK during the design phase, ARKK may include design of additional areas that may be included as an add alternate to this bid package. This add alternate will be awarded by the City if competitive bids are received from the contractors and adequate budget is available.

As performed previously, the design documents for the water line replacements will consist of specifications and schematic layout maps that will be utilized for the drawings portion of the construction documents (in lieu of obtaining detailed topographic surveys). City of Texas City's GIS drawings will be utilized in the preparation of the schematic maps. ARKK staff will conduct site visits to the project areas and gather additional information to aid with the design and include pertinent information in the bid documents. If it is determined that more detailed information will be required for any of these project areas, then authorization to perform additional survey work will be obtained from the City and a separate proposal will be submitted to the City. To this end, a geotechnical investigation of the soil conditions in the water line areas will not be performed. Geotechnical data from the recently completed projects in the vicinity (if available) will be utilized to aid with the design. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

As requested by the City, ARKK will provide one (1) project site representative to observe the construction of both the proposed Water Line Replacement Project - Phase 21 and the Sanitary Sewer Rehabilitation Project - Phase 23 (construction should be occurring concurrently). To facilitate utilizing one project site representative for both the projects, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts. Due to multiple contractors performing construction activities, the site representative will not be present at multiple sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the water line replacement project is 240 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if construction on both the projects does not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as other services necessary to support the project. The proposal is separated into Basic Services and Special Services.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Obtain private and public utility information, where appropriate.
- Perform field reconnaissance of the water line locations areas to obtain information on surface features and other information that would impact construction. The information gathered from the field visit will be included in the schematic layout drawings that would aid the design efforts. A detailed topographic survey of all project areas is not part of this scope.
- Meet with City to discuss and finalize design criteria and acquire pertinent information regarding the Project.
- Coordinate with the City during the design phase.
- The design shall include the water lines identified by the City that can be replaced with the available construction budget. ARKK will update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide draft sets of plans and specifications for review and comments.
- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way areas and apply for approval for utility improvements within their right-of-way.
- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Coordinate with other governmental entities, which may be impacted by the project.

- Incorporate appropriate comments from pertinent entities into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.

B. Special Services - Design Phase

1. Reproduction

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

2. Miscellaneous Services

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

II. BID PHASE SERVICES

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

- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration Phase

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

- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide a site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities. The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 210 calendar days (in conjunction with the Sanitary Sewer Rehabilitation Project – Phase 23).
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- The site representative(s) will be on site daily during construction activity.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.

- The site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The site representative will aid in the coordination of activities of the testing laboratory.
- The site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

2. Construction Materials Testing

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

FEE

The fees for the services are as follows:

Design Phase: Lump Sum Amount of:	\$99,750.00
Reproduction Budget: Lump Sum Amount of:	\$ 950.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Bid Phase Services: Lump Sum Amount of:	\$3,250.00
Construction Administration Services: Lump Sum Amount of:	\$27,475.00
*Construction Materials Testing Budget: Cost plus 10%:	\$4,000.00
*Construction Observation Services: Hourly and cost plus 10%:	<u>\$72,750.00</u>
Total All Services	\$213,175.00

*At this time the magnitude of these tasks are not known. Therefore, budgetary amounts are provided. These figures may increase or decrease based on the actual work required. If an increase is necessary, it can be accomplished by utilizing available funds from other line items that have underrun, or by contract amendment.

The construction observation budget fee includes hourly costs for an on-site representative, and vehicle charge of \$40/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

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

RESOLUTION NO. 2023-128

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS LLC, FOR THE CITY OF TEXAS CITY'S WATER LINE REPLACEMENT PROJECT-PHASE 21; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department is requesting approval of an agreement with ARKK Engineers, LLC, for the City of Texas City's Water Line Replacement Project – Phase 21; and

WHEREAS, ARKK Engineers, LLC, has submitted a proposal and agreement for services to provide engineering services for the Water Line Replacement Project – Phase 21, as set out on **Exhibit "A"**, attached hereto and made a part hereof for all intents and purposes; and

WHEREAS, the total cost, as set out in the attached proposal, is \$213,175.00, and funds are available in the City's 2023/2024 budget.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, for the Texas City's Water Line Replacement Project – Phase 21.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Services with ARKK Engineers, LLC, in the form attached hereto as **Exhibit "A,"** and made a part hereof for all intents and purposes, and the Mayor is authorized to execute change orders, not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

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

PASSED AND ADOPTED this 15th 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) (f)

Meeting Date: 11/15/2023

Engineering Services For The City Of Texas City Sanitary Sewer Rehabilitation Project - Phase 23

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

Department: Public Works

Information

ACTION REQUEST

Approve the execution of an Engineering Service Agreement with ARKK Engineers, LLC., from Houston Texas, for the Sanitary Sewer Rehabilitation Project - Phase 23.

BACKGROUND (Brief Summary)

ARKK Engineers, LLC. has submitted an Agreement for Services, for the Sanitary Sewer Rehabilitation Project - Phase 23, for the total sum of \$232,590.00. This includes, design phase, bid phase, construction administration services, construction materials testing, construction observation, and construction evaluation services. Funds for this project are made available in the 2023 / 2024 City of Texas City Budget. A copy of this agreement is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC. on behalf of the City Commission, for the Sanitary Sewer Rehabilitation Project - Phase 23. It is further recommended that the Mayor be authorized to approve any change orders, not to exceed 25% of the total amount, without taking the matter before Commission.

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

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

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Sanitary Sewer Rehabilitation Project - Phase 23**" ("Project").

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

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

4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of **\$232,590** for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all

claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

DIRECTOR OF FINANCE



ATTACHMENT "A"

November 6, 2023

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's
"Sanitary Sewer Rehabilitation Project – Phase 23".

Dear Mr. Ballast:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering services for the above referenced Phase of Texas City's Sanitary Sewer Rehabilitation Program. The proposal is based on our understanding of the project as discussed with City staff. This phase consists of providing engineering design services and the preparation of bid documents for the rehabilitation of sanitary sewer lines at various locations throughout the City, and for providing construction phase services. For your convenience this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

The Sanitary Sewer Rehabilitation Project – Phase 23 project is a continuation of an ongoing program underway in the City of Texas City (City). Phase 22 of this Sanitary Sewer Rehabilitation Program is currently under construction. Approximately 533,460 L.F. of sanitary sewer lines (approximately 101 miles) at various locations throughout the City have been rehabilitated or replaced to date as part of this program (including on-going Phase 22 Project that is currently under construction).

This proposal includes providing engineering design and construction phase services for the rehabilitation of existing sanitary sewers at various locations throughout the City. The sanitary sewers identified for rehabilitation will be identified and provided by City staff based on on-going maintenance efforts; known deteriorated sewer lines; rehabilitation of selected sanitary sewer lines identified from the SSES Study (City's SSO Initiative Agreement); problem lines, and lines not replaced as part of previous projects.

The project budget allocated for the Sanitary Sewer Rehabilitation Phase 23 Project is **\$1.5 million**, which includes construction costs, engineering, construction phase services and other costs.

Based on a preliminary cost estimate prepared by ARKK, it is estimated that approximately **18,100 L.F. of 6" through 18" sanitary sewers** can be rehabilitated as part of this phase. The estimated construction cost to perform this work is approximately **\$1.265 million** which includes the sanitary line rehabilitation, manhole rehabilitation, service line replacement (to the right of way), and associated work. Based on updated construction costs developed by ARKK during the design phase, ARKK may add or delete rehabilitation design of sanitary sewer lines. Addition of sanitary sewer lines will be accomplished by including an add alternate to this bid package. This add alternate will only be added to the project if competitive bids are received from rehabilitation contractors and adequate budget is available.

As performed previously, the design documents for the sanitary sewer rehabilitation project will consist of schematic drawings and specifications with bid items. Schematic layout maps will be prepared and utilized for the drawings portion of the construction documents in lieu of obtaining detailed topographic surveys. City of Texas City's GIS drawings will be utilized in the preparation of the schematic maps. ARKK staff will conduct site visits to accessible areas and gather additional information to aid with the design and include pertinent information in the bid documents.

It is City's desire that ARKK provide one (1) project site representative to observe the construction of both the Sanitary Sewer Rehabilitation Project – Phase 23 and the proposed Water Line Replacement Project – Phase 21. As discussed with City staff, the water line replacement project and the sanitary sewer rehabilitation project will be designed and bid concurrently, and constructed under separate construction contracts during the same time frame. This will allow utilizing one project site representative for both projects. Due to multiple contractors performing construction activities, the site representative cannot be present at various sites at the same time. The City of Texas City will provide additional City personnel for site support to aid in observing the work. The estimated construction duration for the Sanitary Sewer Rehabilitation Project – Phase 23 is 210 calendar days. ARKK's project representative will observe the construction on both the projects that should be occurring simultaneously; the project site representation budget will be affected if constructions on both the projects do not occur concurrently. ARKK will coordinate with the City for additional services if this should occur.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, and other services necessary to support the project. The proposal is separated into Basic Services and Special Services. Geotechnical investigation will not be performed for this project. Geotechnical data from the recently completed projects in the vicinity (if available) will be utilized to aid with the design. However, if it is determined that geotechnical investigation is necessary; ARKK will submit a separate proposal to the City.

SCOPE OF SERVICES

I. DESIGN PHASE

A. *Design Services*

- Obtain utility information on the sanitary sewer lines designated for rehabilitation.
- Obtain any available record drawings on sanitary sewer lines designated for rehabilitation from the City.
- Meet with City Staff to discuss and finalize sanitary sewer segments and obtain additional information on maintenance issues.
- Perform field visits of the sanitary sewer line locations to gather information on surface features and other information that would aid with the design. Information gathered from the field visit may be used to aid with the design efforts and if required, will be included on the schematic layout drawings. Topographic survey of the project areas is not part of this scope and will not be performed for this project.
- Perform general manhole inspections on the sewer lines designated for rehabilitation. These inspections will be for general deterioration and condition purposes.
- Review and evaluate manhole inspection data gathered from the field visits and recommend suitable rehabilitation methods. Manholes that cannot be accessed during the design phase will either be uncovered by City personnel during the design phase or by the construction contractor during the construction phase.
- Coordinate with the City during the design phase.
- The design shall include the sanitary sewers identified by the City that can be rehabilitated with the available construction budget. ARKK will endeavor to update the City of Texas City of the cost estimate as the project progresses.
- Prepare project specifications, bid documents, and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide draft sets of plans and specifications for review and comments.
- Coordinate with Texas Department of Transportation for improvements performed in their right-of-way areas and apply for approval for utility improvements within their right-of-way.

- Furnish documentation to TxDOT for their review and the issuance of a permit. The construction contractor will then submit pertinent documentation during the construction phase and obtain final approval to proceed with construction.
- Incorporate appropriate comments from the City into the final bid documents.
- Coordinate and submit plan drawings to the utility companies for review and comments.
- Incorporate comments into the bid documents.
- Coordinate with Texas Commission on Environmental Quality (TCEQ) during the design phase. Furnish necessary documentation to TCEQ for their review.
- Prepare final cost estimate for the project.
- Furnish two (2) sets of plans and specifications for each construction package to the City.

B. Special Services –Design Phase

1. Reproduction

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

2. Miscellaneous Services

- Due to the nature of work, it is recommended that a budget for miscellaneous services be allocated. This item will not be utilized unless approved by the City of Texas City.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City of Texas City will arrange for the newspaper advertisement and will absorb the related advertising costs charged by the local newspaper. ARKK will assist the City in developing the wording of the advertisement.

- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare agenda for the pre-bid meeting.
- Conduct a pre-bid conference for prospective bidders.
- Prepare project addendums as necessary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare an engineering letter of recommendation for City Commission award of the construction contract.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare four sets of contracts for execution by the successful bidder.
- Review and submit the contract documents to City for execution.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if

such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.

- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide a record drawing set based on Contractor's provided red line marked up as-built drawings.

B. Special Services – Construction Phase

1. Construction Evaluation Services

- Review pre-rehabilitation television inspection data provided by the construction Contractor and verify the method of rehabilitation. Approximately 18,100 L.F. of sanitary sewer pipe video data will be reviewed as part of this project. The actual footage of lines that will be reviewed will not be known until the completion of the pre-television inspection efforts by the construction contractor.
- Provide documentation of the review and coordinate with the Contractor during construction. Evaluation of the pre-rehabilitation television inspection provides the City access to the Contractor's pre-construction video inspection data and provides the City the ability to verify the rehabilitation prior to the construction contractor performing the work.
- Coordinate the rehabilitation efforts with the construction Contractor.

- Review post-rehabilitation television inspection data of approximately 18,100 L.F. of sanitary sewer pipe. Evaluation of post construction inspection video data provides a good measure of quality control.
- Coordinate the findings of the post-rehabilitation television inspection data review efforts with the City.

2. Construction Observation Services

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site an average of 20 hours per week during the duration of active construction. ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.
- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.

- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.
- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to ARKK's project manager.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

3. Construction Materials Testing

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

FEE

The fees for the services are as follows:

Design Services: Lump Sum amount of:	\$94,615.00
Reproduction: lump sum amount of:	\$950.00
Bid Phase: lump sum amount of:	\$3,250.00
Miscellaneous Services: Hourly and cost plus 10%:	\$5,000.00
Construction Administration Services: lump sum amount of:	\$ 23,650.00
*Construction Materials Testing Budget: Cost plus 10%:	\$ 4,000.00
*Construction Observation: Hourly and cost plus 10%:	\$72,750.00
Construction Evaluation Services: lump sum amount of:	<u>\$28,375.00</u>
Total Fee	\$232,590.00

The anticipated construction contract duration for the project is estimated to be 210 calendar days. The construction observation budget is based on providing a project site representative an average of 20 hours/week for 210 calendar days (in conjunction with the Water Line Replacement Phase 21 Project). The fee includes hourly costs for a project site representative, and vehicle charge of \$40/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.

Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

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

RESOLUTION NO. 2023-130

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS LLC, FOR THE CITY OF TEXAS CITY’S WATER LINE REPLACEMENT PROJECT-PHASE 23; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department is requesting approval of an agreement with ARKK Engineers, LLC., for the City of Texas City’s Water Line Replacement Project – Phase 23; and

WHEREAS, ARKK Engineers, LLC, has submitted a proposal and agreement for services to provide engineering services for the Water Line Replacement Project – Phase 23, as set out on **Exhibit “A”**, attached hereto and made a part hereof for all intents and purposes; and

WHEREAS, the total cost, as set out on the attached proposal, is \$232,590.00, and fund are available in the City’s 2023/2024 budget.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, for the Texas City’s Water Line Replacement Project – Phase 23.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Services with ARKK Engineers, LLC, in the form attached hereto as **Exhibit “A,”** and made a part hereof for all intents and purposes, and that the Mayor be authorized to approve any change orders, not to exceed 25% of the total amount, without taking the matter before Commission.

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

PASSED AND ADOPTED this 15th 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) (g)

Meeting Date: 11/15/2023

Engineering Services for the Lift Stations No. 7 and 15 Rehabilitation Project

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

Department: Public Works

Information

ACTION REQUEST

Approve the execution of an engineering agreement with ARKK Engineers, LLC., from Houston, Texas, for the Lift Stations 7 and 15 Rehabilitation Project.

BACKGROUND (Brief Summary)

ARKK Engineers, LLC. has submitted an Agreement For Services, for the engineering services necessary for the Lift Stations No.7 and 15 Rehabilitation Project, not to exceed \$172,175.00. Funds are made available for this project in the City of Texas City 2023/2024 Annual Budget. A copy of this agreement is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department that the City Commission approve a resolution authorizing the Mayor to execute the Agreement For Services with ARKK Engineers, LLC. on behalf of the City Commission for the Lift Stations No. 7 and 15 Rehabilitation Project. It is further recommended that the Mayor be authorized to execute change orders, not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

Fiscal Impact

Attachments

Exhibit A
Resolution

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

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

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering Services for the City of Texas City's "**Lift Station No. 7 and 15 Rehabilitation Project**" ("Project").

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

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.
3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The

Consultant is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.

5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$172,175** for Design Services and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts

or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

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

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

ARKK ENGINEERS, LLC
Consultant

BY: Madhu Kilambi

MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____

MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____

Director of Finance



ATTACHMENT "A"

November 6, 2023

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

Re: Proposal for Engineering and Construction Phase Services for the City of Texas City's "**Lift Station 7 and 15 Rehabilitation Project**"

Dear Mr. Ballast:

ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for engineering services associated with the referenced project. This proposal is based on our meetings and conversations and information provided by the City. A brief overview of the project and scope of services are provided below:

GENERAL OVERVIEW

This project involves rehabilitation of two lift stations (Lift Station #7 and Lift Station #15) located in the City of Texas City. The improvements proposed at these lift stations are summarized below.

Lift Station # 7

The existing lift station #7 is located on a small site within the street right of way of 23rd Street, just north of 2nd Avenue North. The wet well is 6' diameter; the firm capacity is approximately 350 gallons per minute; and the existing force main is 8-inch diameter. The scope of work will be to rehabilitate the lift station, while keeping the existing wet well basin intact. All new submersible pumps, hardware, piping, and slabs will be installed and a new electric service by Texas New Mexico Power (TNMP) will be provided. The new electric service at Lift Station No. 7 will also include the necessary switchgear to meet service standards including a manual transfer switch for connection to a portable generator, if necessary. The existing fence will be replaced and the interior of the lift station site will be paved.

Lift Station # 15

The existing lift station #15 is located just west of and adjacent to the SH 146 railroad corridor, north of FM 1765, just north of the GCWA's industrial pump station forebay raw water basin. Access is through a gravel road easement. The existing station is in a suction-lift type pump

configuration, with valves in a wooden shed. The facility will be converted to a submersible type pump station. The wet well is 6' diameter, and the firm capacity is approximately 650 gallons per minute. The existing force main is 8-inch diameter. The scope of work will be to rehabilitate the lift station, while keeping the existing wet well basin intact. All new submersible pumps, control panel, hardware, piping, and fencing will be installed. The interior of the lift station site will be paved and a new automatic transfer switch will be installed to be used with the existing generator on site.

The project budget allocated for improvements to lift station #7 and lift station #15 is **\$1,225,000**, which includes construction costs, engineering, construction phase services, and other costs.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as associated Surveying, and other services necessary to support the project. The two lift stations will be bid as one construction package. The proposal is separated into Basic Services (expected normal engineering services) and Special Services.

During construction of the project, ARKK will provide a project representative to observe the progress of construction. The project representative will observe the progress of construction in conjunction with other on-going City projects with support from City's inspection services team. Therefore, full time inspection by ARKK Engineers personnel is not included in this proposal. A budget for inspection services is included in this proposal.

The following section details the scope of engineering services proposed for this Project.

SCOPE OF WORK

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Perform field reconnaissance and measurements of both lift station sites' geometry to verify the wet well dimensions and other information that would impact design and construction.
- Prepare project specifications, civil drawings, electrical drawings, and structural drawings, and bid documents based on the anticipated improvements.
- Coordinate with lift station contractors for constructability review and comments.
- Provide draft sets of 60% plan drawings to the City for review and comments.
- Incorporate comments into the bid documents.

- Provide draft sets of 90% plan drawings and specifications to the City for review and comments.
- Incorporate comments from the City into the final bid documents.
- Prepare a final cost estimate for the project.
- Furnish two (2) sets of construction documents to the City.
- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

B. Special Services - Design Phase

1. Topographic Surveying Services

- Conduct topographic survey of the lift station sites and +/- 20' around the perimeter, of the project area.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

2. Geotechnical Services

- Geotechnical services are not proposed for this project, as they are not anticipated to be needed.

3. Reproduction

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports beyond the two (2) sets of construction documents provided (as listed in the design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

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

III. CONSTRUCTION PHASE SERVICES

A. Basic Services – Construction Administration

- Prepare four sets of contracts for execution by the successful bidder.
- Review and submit the contract documents to City for execution.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, coordinate the completed work with City representative, and make payment recommendations to the City.

- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Prepare a set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

B. Special Services – Construction Support Services

- Provide a project representative to periodically observe the progress of construction activities and to assist in the interpretation of plans and specifications.
- This budget for this proposal is based on the project representative being on-site an average of 8 to 10 hours per week during the active construction periods of the construction contract. The anticipated construction contract duration for the project is estimated to be 180 calendar days.
- The project representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- This support will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

FEE

Design Services (Civil & Mechanical)- Lump Sum Amount of:	\$73,750.00
Design Services (Electrical & Structural)- Lump Sum amount of:	\$21,000.00
Topographic Surveying - Subcontractor’s Cost plus 10%:	\$10,750.00
Reproduction Budget – Lump Sum Amount of:	\$1,250.00
Bid Phase Services - Lump Sum Amount of:	\$3,250.00
Construction Administration Services (Civil & Mechanical) - Lump Sum Amount of:	\$22,325.00
Construction Administration Services (Electrical/ Structural) - Lump Sum Amount of:	\$7,600.00
Construction Support Services Budget: (Hourly and cost plus 10%, plus \$40 daily vehicle cost)	\$ 29,750.00
Construction Material Testing Budget - Cost plus 10%:	\$2,500.00

Total Fee **\$172,175.00**

The anticipated construction contract duration for the project is estimated to be 180 calendar days. The construction support services budget is based on providing a project representative an average of 8 to 10 hours per week during construction. The budget includes hourly costs for a project representative, and supervisory services, and vehicle charges. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

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

Sincerely,
ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager / Principal

cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"

INSURANCE LIMITS

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

RESOLUTION NO. 2023-131

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SERVICES WITH ARKK ENGINEERS, LLC, FOR THE CITY OF TEXAS CITY'S LIFT STATIONS NO.7 AND 15 REHABILITATION PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Public Works Department is requesting approval of an agreement with ARKK Engineers, LLC, for the City of Texas City's Lift Stations No.7 and 15 Rehabilitation Project; and

WHEREAS, ARKK Engineers, LLC, has submitted a proposal and agreement for services to provide engineering services for the Lift Stations No.7 and 15 Rehabilitation Project, as set out on **Exhibit "A"**, attached hereto and made a part hereof for all intents and purposes; and

WHEREAS, the total cost, as set out on the attached proposal, is \$172,175.00, and funds are available in the 2023/2024 budget.

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

SECTION 1: That the City Commission hereby accepts the proposal by ARKK Engineers, LLC, for the Texas City's Lift Stations No.7 and 15 Rehabilitation Project.

SECTION 2: That the Mayor is hereby authorized to execute the Agreement for Services with ARKK Engineers, LLC, in the form attached hereto as **Exhibit "A,"** and made a part hereof for all intents and purposes, and that the Mayor be authorized to execute change orders, not to exceed 25% of the total amount of the initial agreement, without going before the Commission.

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

PASSED AND ADOPTED this 15th 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) (h)

Meeting Date: 11/15/2023

First Payment to Gulf Coast Water Authority for Shannon Pump Station Rehabilitation

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

Department: Public Works

Information

ACTION REQUEST

Approve the first payment to Gulf Coast Water Authority for our portion of the Shannon pump station rehabilitation.

BACKGROUND (Brief Summary)

The payment to GCWA (Gulf Coast Water Authority) in the amount of \$537,322.11 is for the first part of our portion of the Shannon pump station rehabilitation. We are paying a lump sum instead of bond payment. Funds are made available in the 2023/2024 City of Texas City Annual Budget. A copy of this invoice is attached for your review.

RECOMMENDATION

It is the recommendation of the Public Works Department to approve payment of this invoice, in the total amount of \$537,322.11, for the first part of our portion of the Shannon pump station rehabilitation.

Fiscal Impact

Attachments

Exhibit A
Resolution

Corbin - PO# 11-7-23

#243



Gulf Coast Water Authority

INVOICE NO:
M37CC0922

INVOICE DATE:
9/22/2023

DUE DATE:
10/31/2023

CUSTOMER NO: M37
BILLED TO: CITY OF TEXAS CITY
ACCOUNTS PAYABLE
P O DRAWER 2608
TEXAS CITY, TX 77592-2608

ATTENTION: bnorwood@texascitytx.gov; rmcclellen@texascitytx.gov



DESCRIPTION	AMOUNT
SHANNON CASH CALL FY23-24 BUDGETED COST OF SERVICES	537,322.11
CONTRACT QUANTITY 11.505 MGD	

TOTAL DUE \$ 537,322.11

Reliably Delivering Water to our Customers

REMIT TO: GULF COAST WATER AUTHORITY
4243 EMMETT F. LOWRY EXPRESSWAY
TEXAS CITY, TX 77591

Questions concerning this invoice can be sent to: accounting@gcwatx.gov

Thomas Mackey Water Treatment Plant				Phase 1 Oct 2023	
Customer Type	Contract Quantity	% of Total Contract Quantity	Cash Option \$10m	Annual Debt Service	
Texas City	Municipal	11.50500	5.37322%	537,322.11	51,817.15
La Marque	Municipal	4.02700	1.88074%	188,074.41	18,137.13
WCID #1 Dickinson	Municipal	4.16500	1.94519%	194,519.48	18,758.67
Bacliff	Municipal	1.19000	0.55577%	55,576.99	5,359.62
Bayview	Municipal	0.38800	0.18121%	18,120.90	1,747.51
WCID #12 Kemah	Municipal	3.08700	1.44173%	144,173.26	13,903.48
San Leon	Municipal	1.78500	0.83365%	83,365.49	8,039.43
League City	Municipal	5.54400	2.58923%	258,923.40	24,969.52
Galveston	Municipal	20.99000	9.80303%	980,303.44	94,536.47
Hitchcock	Municipal	2.00000	0.93407%	93,406.71	9,007.76
WCID #8 Santa Fe	Municipal	1.65900	0.77481%	77,480.87	7,471.94
MUD #12 Bayou Vista	Municipal	0.45000	0.21017%	21,016.51	2,026.75
FWSD #6 Tiki Island	Municipal	0.81000	0.37830%	37,829.72	3,648.14
Sub Total		57.600	26.90113%	2,690,113.30	259,423.56

RESOLUTION NO. 2023-132

A RESOLUTION AUTHORIZING THE FIRST PAYMENT TO GULF COAST WATER AUTHORITY FOR THE CITY'S PORTION OF THE SHANNON PUMP STATION REHABILITATION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Shannon Plant was damaged during Hurricane Harvey and is in need of replacement.

WHEREAS, the total project cost is approximately \$100,000,000; and

WHEREAS, The Galveston County Water Authority obtained a FEMA grant to pay for a large portion of the project, with the rest coming from their customers, municipal agencies, and industry; and

WHEREAS, work will be done in two (2) phases, and the City has chosen to pay cash for phase one.

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 payment of \$537,322.11 for phase one of the project.

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

PASSED AND ADOPTED this 15th 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) (i)

Meeting Date: 11/15/2023

Award Commissioners' Community Grant to the Front Door Social & Charity Club (FDSCC)

Submitted For: Dedrick Johnson, Mayor's Office

Submitted By: Titilayo Smith, Community Development/ Grant Admin

Department: Mayor's Office

Information

ACTION REQUEST

Consider and approve the award of a Commissioners Community Grant to the Front Door Social and Charity Club (FDSCC) on behalf of Mayor Pro Tem Bowie.

BACKGROUND (Brief Summary)

The FDSCC has faithfully served Galveston County residents since 1987. While they serve all of Galveston County, 80% of their support has been dedicated to the residents and students of Texas City. FDSCC exists to provide scholarships and charitable assistance to the less fortunate (i.e. Senior Citizen’s Monthly Electricity Program, youth sports teams, school and hygiene supplies, LMHS band, cheerleaders, football team support, etc.). FDSCC raises funds for its charitable endeavors and scholarships with various annual fundraisers. Covid-19 drastically impacted their fundraising capabilities. Their biggest annual expenditure is the Christmas food and toy drive. Each year FDSCC provides boxes of food and turkeys, gift cards, and a limited number of bikes. This year the Club hopes to bless 100 families with food (instead of 50). Additionally, they want to initiate a Christmas blessing for older children with haircuts, hair salon visits, and gift cards. This year the FDSCC is collaborating with the owners of ENDS to provide a Santa Claus, toys, games, and 100 bikes. The Texas City Commissioners Community Grant would be a blessing to Texas City as well as the FDSCC.

RECOMMENDATION

It is the recommendation of the Mayor and the Director of Community Development and Grants Administration that the Commission approve the award of this grant.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$4,000

Source of Funds: Commission Community Grant Fund

Account #: 220101-54901-00013

Fiscal Impact:

The award of the grant will leave \$1,000 for FY' 24 in Mayor Pro Tem Bowie's account.

Attachments

- IRS Verification
- Grant Application
- Scholarship Photo

School Supply Donation Pic
School Supply Donation Pic
Toiletries Donation Pic
Christmas Toy Donation Pic
Resolution

The Front Door Social & Charity Club

EIN: 76-0356549 | La Marque, Texas, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC [?](#)

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

✓ **Tax Year 2022 Form 990-N (e-Postcard)**

✓ **Tax Year 2021 Form 990-N (e-Postcard)**

✓ **Tax Year 2020 Form 990-N (e-Postcard)**

✓ **Tax Year 2019 Form 990-N (e-Postcard)**

✓ **Tax Year 2018 Form 990-N (e-Postcard)**

✓ **Tax Year 2017 Form 990-N (e-Postcard)**

✓ **Tax Year 2016 Form 990-N (e-Postcard)**

 **Tax Year 2015 Form 990-N (e-Postcard)**

 **Tax Year 2014 Form 990-N (e-Postcard)**

 **Tax Year 2013 Form 990-N (e-Postcard)**

 **Tax Year 2012 Form 990-N (e-Postcard)**

 **Tax Year 2011 Form 990-N (e-Postcard)**

 **Tax Year 2010 Form 990-N (e-Postcard)**

 **Tax Year 2009 Form 990-N (e-Postcard)**

 **Tax Year 2008 Form 990-N (e-Postcard)**

 **Tax Year 2007 Form 990-N (e-Postcard)**



Texas City Commissioners Community Grant Fund Application

**This grant application is to be completed and submitted to the Mayor by a member of the Texas City Commission.*

Mayor Pro-Tem Thelma Bowie
Name of Sponsoring Commissioner

At-Large
District

Front Door Social and Charity Club (FDSCC)
Name of Benefitting Organization

76-0356549
Tax Exempt / 501c3 Nonprofit Status Number

Amount Requested: \$4,000

Date: September 28, 2023

Statement of Purpose and benefit to the Citizens of Texas City: The FDSCC has faithfully served Galveston County residents since 1987. While we serve all of Galveston County, 80% of our support has been dedicated to the residents and students of Texas City. We exist to provide scholarships and charitable assistance to the less fortunate (i.e. Senior Citizen’s monthly electricity program, youth sports teams, school and hygiene supplies, LMHS band, cheerleaders, football team support, etc.) The FDSCC raises funds for its charitable endeavors and scholarships with various annual fundraisers. Covid-19 drastically impacted our fundraising capabilities, and we are playing catch up. Our biggest annual expenditure is our Christmas food and toy drive. Each year we provide boxes of food and turkeys, gift cards, and a limited number of bikes. This year we hope to bless 100 families with food (instead of 50). Additionally, we want to initiate a Christmas blessing for older children with haircuts, hair salon visits, and gift cards. This year the FDSCC is collaborating with the owners of

ENDS to provide a Santa Clause, toys, games, and 100 bikes. The Texas City Commissioner Community Grant would be a blessing to Texas City as well as the FDSCC. Please refer to attached pictures.

Other Sources of Funding This Organization is Currently Receiving: Other sources of funding include member monthly dues, club fundraisers, and donations.

**Please note that the submission of this application does not guarantee an allocation of funds. The awarding of this grant is contingent upon several factors, including, but not limited to those it being a qualifying organization, funds availability, purpose of funds requested, and final commission approval.*

COMMISSIONER COMMUNITY GRANTS

GUIDELINES

- 1.) Each member of the Commission can sponsor up to \$5,000 (MAXIMUM) in Commissioner's Community grant funds in a fiscal year, provided the budget is approved with those grant funds available.
- 2.) Grant requests must be submitted to the Mayor, from the Commissioner who represents the district most impacted by the grant, or the district where the requesting organization is based. Mayor will ensure all required documents are included in the Commissioner's request. Mayor will subsequently decide whether or not to advance the request to the City Commission for final approval.
- 3.) The organization requesting funds from the City / Commissioner, must do so with a letter or an email. (This should be included in the sponsoring Commissioner's request.)
- 4.) The organization requesting funds should be a nonprofit / 501c3 / tax exempt organization whose services will directly benefit citizens of Texas City, Texas.
- 5.) An organization may only receive funds from this funding mechanism once in a three-year period. This ensures fair opportunity and equitable distribution of funds to others who may need assistance and make requests.
- 6.) A majority vote of the City Commission is required for final approval.
- 7.) Commissioners should be conservative with the allocation of such funds as they will be requested often by all those aware of the program. We can't solve every financial crisis, but the PURPOSE of these Community Grants is to help those organizations who help our citizens by enhancing the quality of life here in Texas City.

Required Documents:

- A.) Letter requesting funds, that also outlines what the funds will be used for.
- B.) A completed Community Grant Fund Application (from the sponsoring Commissioner)
- C.) Valid Documentation of Tax Exempt / Non-Profit Status



CONGRATULATIONS

THE COMMUNITY SERVICE CENTER

De'Ashia Jones

Awarded by

The Heart Gate Society and Charity Club

2023

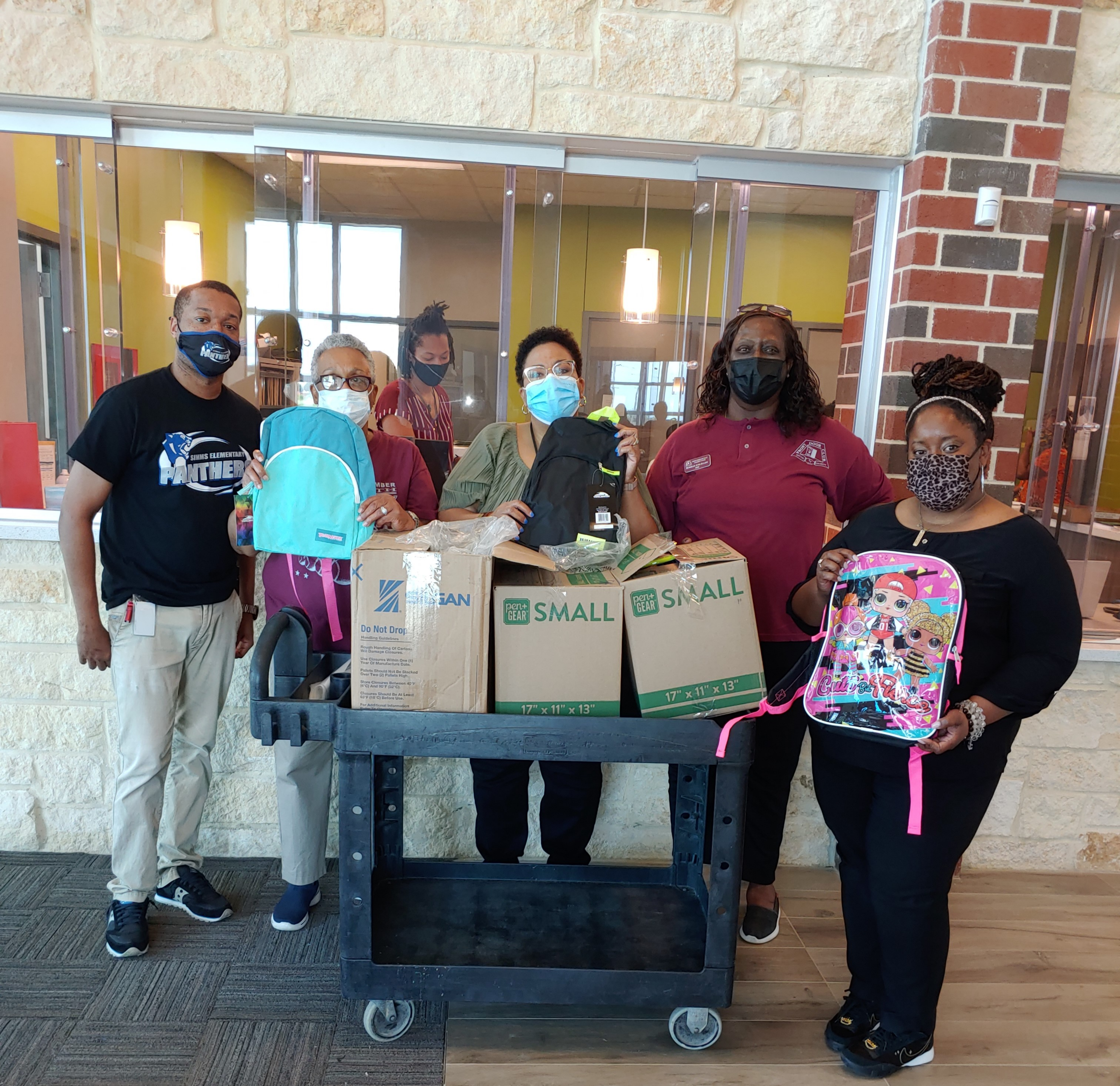


Aa Bb Cc Dd

COUNT BY 2'S

2	4
6	8
10	12
14	16
18	20

LOOCIS DAYS



SIMMS ELEMENTARY PANTHER

Do Not Drop
Handling Guidelines:
Rough Handling Of Cartons Will Damage Closures.
Use Closures Within One (1) Year Of Manufacture Date.
Pallets Should Not Be Stacked Over Two (2) Pallets High.
Store Closures Between 40°F (4°C) And 90°F (32°C).
Closures Should Be At Least 60°F (18°C) Before Use.
For Additional Information

pen+GEAR SMALL
17" x 11" x 13"

pen+GEAR SMALL
17" x 11" x 13"

Cutie & Kawaii



57^c Small School Box

Kleenex

STAPLES copy paper 8 1/2 x 11 letter size 135848-WH 5000 sheets white + 92 + 20

\$124

78150-24 Filler Paper wide ruled

78150-24 Filler Paper wide ruled

STAPLES copy paper 8 1/2 x 11 letter size 135848-WH 5000 sheets white + 92 + 20

STAPLES copy paper 8 1/2 x 11 letter size 135848-WH 5000 sheets white + 92 + 20

STAPLES copy paper 8 1/2 x 11 letter size

Disney Junior
PUPPY DOG PALS
WORLD OF ART & ACTIVITY
OVER 100 ITEMS

Barbie
Dress Up
Barbie
Dress Up

Sticker, Paint, Raw!
Crayons
Water

48 PUZZLE

48 PUZZLE

vtech
Kids Phone

vtech
Little Apps Tablet

GO PUP
OLD BONE
TUG OF WAR

GO PUP
OLD BONE
TUG OF WAR

INFERNO
46

THE ME
3+

GO PUP
OLD BONE
TUG OF WAR



RESOLUTION NO. 2023-133

A RESOLUTION AWARDING A COMMUNITY GRANT TO THE FRONT DOOR SOCIAL AND CHARITY CLUB (FDSCC) ON BEHALF OF MAYOR PRO TEM THELMA BOWIE, IN THE AMOUNT OF \$4,000.00; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, FDSCC exists to provide scholarships and charitable assistance to the less fortunate (i.e. Senior Citizen's Monthly Electricity Program, youth sports teams, school and hygiene supplies, LMHS band, cheerleaders, football team support, etc.). FDSCC raises funds for its charitable endeavors and scholarships with various annual fundraisers. Covid-19 drastically impacted their fundraising capabilities. Their biggest annual expenditure is the Christmas food and toy drive. Each year FDSCC provides boxes of food and turkeys, gift cards, and a limited number of bikes. The Club hopes to bless 100 families with food (instead of 50) this year. Additionally, they want to initiate a Christmas blessing for older children with haircuts, hair salon visits, and gift cards. This year the FDSCC is collaborating with the owners of ENDS to provide a Santa Claus, toys, games, and 100 bikes; and

WHEREAS, it is the recommendation of Mayor Johnson and the Director of Community Development & Grants Administration that a grant be awarded in the amount of \$4,000.00 on behalf of Mayor Pro Tem Thelma Bowie.

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, approves the expenditure of a Community Grant to the Baby Stewart Foundation, on behalf of Mayor Pro Tem Bowie, in the amount of \$4,000.00 to provide scholarships and charitable assistance to the less fortunate (i.e. Senior Citizen's Monthly Electricity Program, youth sports teams, school and hygiene supplies, LMHS band, cheerleaders, football team support, etc.).

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

PASSED AND ADOPTED this 15th 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) (j)

Meeting Date: 11/15/2023

Renewal of Professional Services Agreement with Texas City-La Marque Chamber of Commerce

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

Information

ACTION REQUEST

Consider and take action on Resolution No. 2023-134, renewing agreement with Texas City-La Marque Chamber of Commerce.

BACKGROUND (Brief Summary)

On November 18, 2020, City Commission approved Resolution No. 20-121, approving a three-year Professional Services Agreement between the City of Texas City and the Texas City-La Marque Chamber of Commerce.

The agreement included a clause allowing the agreement to be renewed for an additional three (3) years.

Staff is requesting that the agreement be renewed for an additional three (3) years, with an adjustment in compensation to the Chamber from \$50,000 to \$60,000 to allow for additional services as detailed in **Exhibit A**.

RECOMMENDATION

Approve Resolution No. 2023-134, renewing agreement with Texas City-La Marque Chamber of Commerce.

Fiscal Impact

Funds Available Y/N: Y

Amount Requested: \$60,000

Source of Funds: Co-funded: Hotel Occupancy Tax fund and EDC

Account #: 201-401-54630

Fiscal Impact:

Per above, the \$60,000 agreement will be co-funded from HOT (201-401-54630) and EDC funding from Contributions/Donations (801-050-54180).

Attachments

Chamber Agreement
Resolution



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is by and between the City of Texas City ("City"), and the Greater Texas City- La Marque Chamber of Commerce, a Texas non-profit corporation ("Chamber") located at 9702 Emmett F Lowry Expressway, Texas City, Texas, 77590 for fiscal years 2024-2026.

RECITALS

WHEREAS, the Texas City-La Marque Chamber of Commerce provides community and economic development services to businesses and potential businesses in Texas City;

WHEREAS, the Texas City-La Marque Chamber of Commerce provides marketing and advocacy services to position Texas City as a destination for tourism and tourism related activities;

WHEREAS, the City of Texas City desires to contract with the Texas City-La Marque Chamber of Commerce for a three-year period with an option to renew to provide community and economic development services; and

NOW, TIHEREFORE, for and in consideration of the mutual covenants, promises and agreements contained herein, the parties do hereby covenant and agree as follows:

AGREEMENT

1. **Services:** Chamber agrees to fully preform, or cause to be performed, with good faith and due diligence, all measurable ("Services") described in the attached Exhibit "A" and incorporated herein for all purposes incident to this Agreement.

2. **Term:** The term of this agreement shall be for three (3) years ("Term"), beginning November 18, 2023, and ending November 17, 2026, renewable for an additional term of three (3) years by mutual consent of the Parties. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

3. **Reporting:** The Chamber shall provide a written report regarding the achievement of the Services not less than annually to the Texas City Economic Development Corporation, ("TCEDC") and the City's Commission. The reports shall include progress towards accomplishing the measurables described in Exhibit "A."

4. **Use of Funds:** The Chamber agrees to utilize the funds provided by the City only for Services described in Exhibit "A".

5. **Compensation:** In consideration for the Services to be provided by the Chamber as outlined in Exhibit 4'A", the City shall compensate the Chamber in the total amount of \$60,000.00 annually during the Term of this Agreement. Payment for Services rendered by the Chamber shall be paid by the City quarterly within 30 days of submittal of a written invoice.

6. **Miscellaneous:**

6.1 It is expressly understood and agreed that under this Agreement the City neither waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

6.2 Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.

6.3 In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

6.4 This Agreement may be amended or modified by the mutual agreement of both parties hereto in writing. such writing to be attached hereto and incorporated unto this Agreement.

6.5 This Agreement contains all commitments and obligations of the parties and represents the entire agreement of said parties. Verbal or written conditions not contained herein shall not have any force or effect to alter any term of this Agreement.

6.6 This Agreement may be terminated at any time before its expiration with mutual consent of both parties. Neither party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe occur and cause such damage or prevent the performance of such obligation.

6.7 The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

6.8 By execution of this Agreement, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

6.9 Any notices due under the provisions of this Agreement shall be made in writing and shall be addressed to the following:

City of Texas City
1801 9th Avenue North
Texas City, TX 77590
Attention: Dedrick Johnson, Mayor

Texas City-La Marque Chamber of Commerce
9702 E.F. Lowry Expressway
Texas City, Texas 77590
Attention: Tim Culp, President/CEO

EXECUTED this _____ day of November, 2023.

CITY OF TEXAS CITY

By: _____

Dedrick Johnson, Mayor

TEXAS CITY-LA MARQUE CHAMBER OF COMMERCE

By: _____

Tim Culp, President/CEO

Exhibit A: Texas City-La Marque Chamber of Commerce Services

- I. Special Events: The Chamber will provide to the City sponsor recognition at its annual special events. These events are intended to provide business development opportunities for citizens in the community. This will include tables/tickets and signage signifying the City of Texas City as an event sponsor. The events included are:
 - a. Golf Classic (2 teams)
 - b. Annual Banquet (24 tickets)
 - c. Industrial Trade Show (8 tickets)
 - d. Health Expo (8 tickets)
 - e. Community Shrimp Boil (8 tickets)
 - f. New Teacher Event (signage)

- II. Business Luncheons: The Chamber hosts business luncheons throughout the year and will provide 8 tickets for the City to attend these luncheons. The luncheons are intended to provide promotion of existing businesses within the City of Texas City and to promote further economic development.

- III. The Chamber develops and distributes an annual publication titled "Community Guide & Business Directory." As part of this publication, the City will be provided one full-page advertisement and space for editorial text about City amenities and services to include housing and economic activity.

- IV. The Chamber develops and releases an Economic Profile publication, which is intended to provide detailed information for prospects, legislators, visitors, and new residents alike. The City will provide input to the Chamber and current data for the publication. It will be updated as necessary throughout the year. It is available online and in print.

- V. City staff will collaborate with the Chamber on coordinated marketing efforts to promote tourism, economic development, and the health of the local economy.

- VI. The Chamber will provide administrative services and clerical support for Texas City visitor information requests via phone, walk-ins, mail and internet on an on-going basis during the contract period.

- VII. The Chamber will provide digital copies of the Hot Deals publication to City staff for local and industry publication.

- VIII. The Chamber will host a minimum of four (4) meetings with local/regional hotel operators to include City staff.

- IX. Chamber Board: As part of this agreement, the Chamber will allocate one (1) seat on the Chamber of Commerce Board of Directors to a City staff member.

RESOLUTION NO. 2023-134

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF TEXAS CITY AND TEXAS CITY - LA MARQUE CHAMBER OF COMMERCE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on November 18, 2020, the City Commission approved Resolution No. 2020-121, approving a three-year Professional Services Agreement between the City of Texas City and the Texas City-La Marque Chamber of Commerce.

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

SECTION 1: That the City Commission approves the renewed agreement with the Texas City- La Marque Chamber of Commerce for an additional (3) three years.

SECTION 2: That the Mayor is hereby authorized to execute the renewed agreement with the Texas City- La Marque Chamber of Commerce as detailed in the form attached hereto as **Exhibit “A”** and made a part hereof for all intents and purposes.

SECTION 3: The term of this agreement shall be for three (3) years (“Term”), beginning November 18, 2023, and ending November 17, 2026, renewable for an additional term of three (3) years by mutual consent of the Parties. Either party may terminate this Agreement at any time by giving thirty (30) day's written notice to the other party.

SECTION 4: In consideration for the Services to be provided by the Chamber as outlined in **Exhibit “A,”** the City shall compensate the Chamber with an adjustment in compensation from \$50,000.00 to \$60,000.00 to allow for additional services.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th 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

(8) (a)

Meeting Date: 11/15/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on the second 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

Fiscal Impact

Attachments

Ordinance

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

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.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this 1st 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

(8) (b)

Meeting Date: 11/15/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on the second 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

Fiscal Impact

Attachments

Ordinance

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

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:

Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this 1st 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

(8) (c)

Meeting Date: 11/15/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on the second 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

Fiscal Impact

Attachments

Ordinance

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

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.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this 1st 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

(8) (d)

Meeting Date: 11/15/2023

Submitted By: Rhomari Leigh, City Secretary

Department: City Secretary

Information

ACTION REQUEST

Consider and take action on the second 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

Fiscal Impact

Attachments

Ordinance

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**

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 1st 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

(8) (e)

Meeting Date: 11/15/2023

amending the Texas City Code of Ordinances entitled "General Regulations", Chapter 90: "Streets Sidewalks and Other Public Places" to adopt and become effective upon its final reading

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Approve recommended changes to Chapter 90.012 of the Code or Ordinances regarding the use of unimproved/unopened rights of way.

BACKGROUND (Brief Summary)

This change is recommended to conform with existing city policies regarding the construction and maintenance of city streets by Public Works and the operation of fire engines and aerial apparatus on solid surfaced roadways defined as asphalt or concrete surface pavement.

Through annexation and past practices some areas of Texas City have unimproved, unopened rights of way which are not city maintained streets. The Subdivision Ordinance requires all new residential lots to have frontage on a public street. However, there is some confusion about the requirements for existing residential lots or parcels adjacent to an unimproved, unopened right of way. The recommended change to Chapter 90.012 will resolve the confusion by making the street standards of the Subdivision Ordinance Chapter 159 applicable to existing residential lots or parcels adjacent to unimproved, unopened rights of way.

RECOMMENDATION

The following departments have worked together in drafting the proposed revisions to Chapter 90.012 of the Code of Ordinances and recommend its approval:

- Engineering & Planning,
- Building Permits & Inspections,
- Public Works,
- Fire Department

Fiscal Impact

Attachments

FINAL Proposed revision to 90.012 - use of rights of way

ORDINANCE 23-

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF TEXAS, TEXAS AMENDING THE CODE OF ORDINANCES TITLE IX ENTITLED “GENERAL REGULATIONS”, CHAPTER 90 ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES”; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, there are several unimproved/unopened rights of way in Texas City which predate the current provisions the Subdivision and Zoning ordinances, and

WHEREAS, it is the policy of the City of Texas City to maintain roads that are constructed in accordance with the design standards and applicable provisions of Chapter 159 – Subdivisions, including the donation of additional rights of way if necessary, and

WHEREAS, it is the policy of the City of Texas City that the public works department does not construct roads, and

WHEREAS, it is the policy of the fire department for fire engines and aerial apparatus to remain on solid surfaced roadways defined as asphalt or concrete surfaced pavement; and

WHEREAS, clarification is needed for the use of unimproved/unopened rights-of-way in residential zones.

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

Section 1: That the Code of Ordinances of the City of Texas City, Texas Chapter 90, Section 90.012 Use of Unimproved/Unopened Rights of Way be amended as follows:

§ 90.012 USE OF UNIMPROVED/UNOPENED RIGHTS-OF-WAY.

An owner of real property within the city may be issued a permit to erect, construct and build a single-family residence adjacent to and accessible only by unimproved/unopened city-accepted right-of-way on the following conditions:

(A) The parcel of land upon which the residence is to be constructed shall be a minimum of two acres;

~~(B) The parcel of land has not been subdivided from a larger parcel of land since 1-18-1989, unless said subdivision occurred by city’s approval of a subdivision plat, plat amendment or replat;~~

(B) No certificate of occupancy shall be issued unless and until all the requirements of this section are met;

(C) The parcel of land shall not be subdivided into smaller parcels unless approved by the city through a subdivision platting process;

~~(D) Only one single family residence shall be constructed on the parcel of land for the purpose of homestead;~~

(D) The property owner(s) shall construct and donate a street in accordance with the design standards and applicable provisions of Chapter 159 – Subdivisions, including the donation of additional rights of way if necessary;

~~(E) A maximum of four single family residences may be accessed by the same unimproved/unopened right of way. If, however, an application to construct a fifth single family residence is sought, the owner of each existing single family residence shall participate in the city's street assessment program for road improvements;~~

(E) The street shall connect to an existing improved paved public street which is maintained by the City or other public entity;

~~(F) The property owner(s) shall construct and maintain an all-weather access road capable of providing ingress and egress to emergency vehicles on the unimproved/unopened right of way. The construction shall be in accordance with the plans and specifications approved by the City Engineer; and~~

(F) The street shall be donated to the City for ownership and perpetual maintenance only after inspection and testing, final approval of the testing and inspection results by the City Engineer, and acceptance by the City. The City may require the property owner(s) to provide the inspection and testing services prior to acceptance by the City;

~~(G) The city is not, nor shall it be, responsible for the construction, installation or maintenance of any road and/or roadside drainage improvements on the unimproved/unopened right of way.~~

(G) The City shall only accept and maintain streets which comply with the requirements of Chapter 159 - Subdivisions upon donation to the City and dedication to the public for use as a public street; and

(H) The City is not, nor shall it be, responsible for the construction, installation or maintenance of any road and/or roadside drainage improvements on any unimproved/unopened rights of way not meeting the design standards and applicable provisions of Chapter 159 – Subdivisions.

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 ___ day of _____ 202__.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED ON SECOND READING this ___ day of _____ 202__.

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

ATTEST:

Rhomari D. Leigh
City Secretary

PASSED AND FINALLY ADOPTED this ___ day of _____ 202__.

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

Ord 13-52

Meeting Date: 11/15/2023

Amend the fiscal year 2023/2024 budget to include outstanding encumbrances from the 2022/2023 fiscal year.

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST

Consider approval of a request to amend the fiscal year 2023-2024 budget to include outstanding encumbrances from the 2022-2023 fiscal year.

BACKGROUND (Brief Summary)

Purchase orders for purchases or projects outstanding at the end of the 2022-2023 fiscal year are to be canceled and rolled into the current fiscal year 2023-2024. Since encumbrances impact budgets, the current fiscal year's budget must be increased to reflect outstanding encumbrances from the 2022-2023 fiscal year.

RECOMMENDATION

Recommend approval.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2023-44

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET TO INCLUDE OUTSTANDING ENCUMBRANCES FROM THE 2022/2023 FISCAL YEAR; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2023-36 the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2023-2024; and

WHEREAS, a budget amendment is needed to close the 2022/2023 Fiscal Year Purchase Orders.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2023 - 2024 of the City of Texas City, Texas, is hereby amended as follows: amend the Fiscal Year 2023-2024 Budget to close 2022/2023 fiscal year purchase orders.

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 15th 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

(8) (g)

Meeting Date: 11/15/2023

to permanently rezone for Linda Duncan/Moses Lake Marina Boat and RV Storage from District "C (Open Space) to District "E-4" (Commercial Warehouse).

Submitted For: Kim Golden, Transportation and Planning

Submitted By: Veronica Carreon, Transportation and Planning

Department: Transportation and Planning

Information

ACTION REQUEST

Consider and take action on Ordinance No. 23-45 to permanently rezone for Linda Duncan/Moses Lake Marina Boat and RV Storage from District "O" (Open Space) to District "E-4" (Commercial Warehouse).

BACKGROUND (Brief Summary)

The City Commission advertised and held a public hearing to receive comments in support and opposition to the subject rezoning at its regular meeting on November 15, 2015, and then gave preliminary zoning approval. Texas City Code of Ordinances provides for preliminary zoning approval to be made final by ordinance upon the application for a building permit within 12 months from the preliminary zoning approval. Applicant received a building permit for construction of the board and RV storage at 3902 SH 146 on December 8, 2015. Therefore, the requirements to finalize the zoning change have been met.

RECOMMENDATION

The Building Official and Director of Engineering & Planning, having confirmed the requirements for permanent rezoning have been met and that the subject property is in compliance with the requirements of District E-4 Commercial Warehouse recommend approval of the ordinance.

Fiscal Impact

Attachments

Ordinance for Permanent Rezoning of 3902 Hwy 146

3902 Hwy 146 Permits

ORDINANCE NO. 23-___

AN ORDINANCE AMENDING CHAPTER 40 OF THE CODE OF ORDINANCES OF THE CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS, ALSO KNOWN AS THE ZONING ORDINANCE, TO PERMANENTLY REZONE PROPERTY FOR LINDA DUNCAN/MOSES LAKE MARINA BOAT AND RV STORAGE FROM "O" (OPEN SPACE) TO "E-4" (COMMERCIAL WAREHOUSE) BEING A 9.60 ACRE TRACT LOCATED IN THE 3900 BLOCK OF STATE HIGHWAY 146, TEXAS CITY, GALVESTON COUNTY, TEXAS; ORDERING SAID CHANGES MADE ON THE CITY ZONING MAP; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; DISPENSING WITH THE CHARTER REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, proper notice has been given and public hearing was held and given preliminary approval by the City Commission on November 15, 2015; and

WHEREAS, in accordance with the Section 160.106(D)(3) the Building Official hereby provides notice that the applicant has requested a building permit for the requested uses so the preliminary zoning approval is ready to be made permanent; and

WHEREAS, it is the considered opinion of the City Commission that said Zoning Ordinance be amended and changed to permanently rezone said property.

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

SECTION 1: That certain property described as being a 9.60 Acre tract located in the 3900 block of State Highway 146, Texas City, Galveston County, Texas Texas City, Galveston County, Texas currently zoned as "O" (Open Space), is hereby rezoned and classified as "E-4" (Commercial Warehouse) to construct a marina and boat and RV storage with 200 stalls.

SECTION 2: That the City Engineer shall designate said changes from "O" (Open Space) to "E-4" (Commercial Warehouse), as hereinabove provided, on the original zoning map, as amended, and on the duplicate copy thereof kept in the Office of the City Planning Board.

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. 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 the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

PASSED AND ADOPTED this _____th day of _____, 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

3902 HWY 146 Permits

Permit	Type	Stat	Proj #	Permit	Location	Master Permit	Contractor ID	Record #
1601772	BL	I	15 OW	3902 HWY 146	BLDG. #		7411	72048
1602382	BL	I	15 OW	3902 HWY 146	BLDG. #		7500	72658

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Permit#: 16-02382 Type: BL Status: I Project: 15 OW

Rec#: 72658

Address: 3902 HWY 146 BLDG. #1
 3902 HWY 146 BLDG. #1

Class:
Hold:

Applied: 10-21-16
Issued: 10-21-16
Complete: - -

Master Permit:

Cost: \$35,000.00
Due: \$185.00
Paid: \$0.00

Descript MOVE JOB TRAILER ONTO SITE
of work

Contractor: 7500
Engineer:
Designer:
Applicant: MOSES LAKE BOAT, RV AND STORAGE

Iss. By: 24
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: 328 # of Units: Plan Review Required (Y/N):

Notes:

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Permit#: 16-01772 Type: BL Status: I Project: 15 OW

Rec#: 72048

Address: 3902 HWY 146 BLDG. #1
 3902 HWY 146 BLDG. #1

Class:
Hold:

Applied: 08-23-16
Issued: 08-23-16
Complete: - -

Master Permit:

Cost: \$125,000.00
Due: \$535.00
Paid: \$0.00

Descript CONCRETE PAVING
of work

Contractor: 7411
Engineer:
Designer:
Applicant: AZTEC REMODELING & LANDSCAPING

Iss. By:
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: 329 # of Units: Plan Review Required (Y/N):

Notes:

3902 HWY 146 Permits

Permit	Type	Stat	Proj #	Permit	Location	Master Permit	Contractor ID	Record #
1502115	DM	I	15 OW	3902 HWY.	146		7219	69638
1502264	EL	I	15 OW	3902 HWY.	146		7229	69787
1502602	BL	V	15 OW	3902 HWY.	146		7219	70125
1600045	BL	I	15 OW	3902 HWY.	146		7262	70321
1600482	BL	I	15 OW	3902 HWY.	146		3675	70758
1601095	EL	I	15 OW	3902 HWY.	146		4642	71371
1601103	EL	I	15 OW	3902 HWY.	146		7229	71379

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Permit#: 16-01103 Type: EL Status: I Project: 15 OW

Rec#: 71379

Address: 3902 HWY. 146
 3902 HWY. 146

Class:
Hold:

Applied: 06-07-16
Issued: 06-07-16
Complete: - -

Master Permit:

Cost: \$0.00
Due: \$13.00
Paid: \$0.00

Descript WIRING FOR GATE CLOSURE
of work

Contractor: 7229
Engineer:
Designer:
Applicant: MY ELECTRICIAN

Iss. By:
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: # of Units: Plan Review Required (Y/N):

Notes:

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Permit#: 16-01095 Type: EL Status: I Project: 15 OW

Rec#: 71371

Address: 3902 HWY. 146
 3902 HWY. 146

Class:
Hold:

Applied: 06-06-16
Issued: 06-06-16
Complete: - -

Master Permit:

Cost: \$0.00
Due: \$43.20
Paid: \$0.00

Descript INSTALL WIRING IN EXISTING BUILDING AND ADD LIGHTS OUTSIDE
of work

Contractor: 4642
Engineer:
Designer:
Applicant: CLARK ELECTRIC

Iss. By:
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: # of Units: Plan Review Required (Y/N):

Notes:

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Permit#: 16-00482 Type: BL Status: I Project: 15 OW

Rec#: 70758

Address: 3902 HWY. 146
 3902 HWY. 146

Class:
Hold:

Applied: 03-15-16
Issued: 03-15-16
Complete: - -

Master Permit:

Cost: \$1,200.00
Due: \$20.00
Paid: \$0.00

Descript INSTALL WALL SIGN ON BUILDING - NON-ILLUMINATED
of work

Contractor: 3675
Engineer:
Designer:
Applicant: TNT SIGNS & GRAPHICS

Iss. By:
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: 329 # of Units: Plan Review Required (Y/N):

Notes:

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Permit#: 16-00045 Type: BL Status: I Project: 15 OW

Rec#: 70321

Address: 3902 HWY. 146
 3902 HWY. 146

Class:
Hold:

Applied: 01-08-16
Issued: 01-08-16
Complete: - -

Master Permit:

Cost: \$350,000.00
Due: \$0.00
Paid: \$0.00

Descript BUILD MARINA AND BOAT STORAGE
of work REPLACING PERMIT #15-02602

Contractor: 7262
Engineer:
Designer:
Applicant: SHOTWELL DOZER

Iss. By: 24
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: 328 # of Units: Plan Review Required (Y/N):

Notes:

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Permit#: 15-02602 Type: BL Status: V Project: 15 OW

Rec#: 70125

Address: 3902 HWY. 146
 3902 HWY. 146

Class:
Hold:

Applied: 12-08-15
Issued: 12-08-15
Complete: - -

Master Permit:

Cost: \$350,000.00
Due: \$1,210.00
Paid: \$0.00

Descript CONSTRUCT NEW METAL BLDG. NOT TO BE OCCUPIED UNTIL FINAL APPROVAL
of work IS GIVEN FOR ENTIRE PROJECT. APPLICANT IS AT RISK FOR THIS PARTIAL

Contractor: 7219
Engineer:
Designer:
Applicant: A-1 ALUMINUM CO.

Iss. By:
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: 328 # of Units: Plan Review Required (Y/N):

Notes: PERMIT CANCELLED AT THE REQUEST OF BRYAN LOGAN

Screen printed 9/15/2023 1:30:29 PM

Permit#: 15-02264 Type: EL Status: I Project: 15 OW

Rec#: 69787

Address: 3902 HWY. 146
 3902 HWY. 146

Class:
Hold:

Applied: 10-13-15
Issued: 10-13-15
Complete: - -

Master Permit:

Cost: \$0.00
Due: \$15.00
Paid: \$0.00

Descript INSTALL T-POLE FOR DEVELOPMENT
of work

Contractor: 7229
Engineer:
Designer:
Applicant: MY ELECTRICIAN CONTRACTOR

Iss. By:
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: # of Units: Plan Review Required (Y/N):

Notes:

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Permit#: 15-02115 Type: DM Status: I Project: 15 OW

Rec#: 69638

Address: 3902 HWY. 146
 3902 HWY. 146

Class:
Hold:

Applied: 09-25-15
Issued: 09-25-15
Complete: - -

Master Permit:

Cost: \$0.00
Due: \$50.00
Paid: \$0.00

Descript DEMOLISH QUANSET BUILDING ON PROPERTY
of work

Contractor: 7219
Engineer:
Designer:
Applicant: A-1 ALUMINUM

Iss. By:
Condition 1:

Occ Type:
Cons Type:
Sq Ft:

Permit For:

Report Code: 649 # of Units: Plan Review Required (Y/N):

Notes:

Inspections for 3902 HWY 146

Permit	Type	Insp Type	Proj #	Permit	Location	Insp Id	Inspect Date	Rs	Contractor ID	Record #
1502264	EL	203	15 OW	3902 HWY.	146	24	102315	P	7229	58069
1502602	BL	101	15 OW	3902 HWY.	146	22	121115	P	7219	58640
1502602	BL	101	15 OW	3902 HWY.	146	22	122215	P	7219	58751
1502602	BL	101	15 OW	3902 HWY.	146	24	010416	P	7219	58852
1502602	BL	103	15 OW	3902 HWY.	146	24	120715	P	7219	58586
1600045	BL	103	15 OW	3902 HWY.	146	24	011416	P	7262	58967
1601095	EL	202	15 OW	3902 HWY.	146	24	061716	P	4642	61208
1601095	EL	205	15 OW	3902 HWY.	146	24	080216	P	4642	62066
1601103	EL	201	15 OW	3902 HWY.	146	22	060916	P	7229	61041
1601772	BL	103	A 15 OW	3902 HWY.	146				7411	62625
1601772	BL	103	15 OW	3902 HWY.	146	24	082916	C	7411	62624
1601772	BL	103	15 OW	3902 HWY.	146	24	090116	P	7411	62726
1601772	BL	103	15 OW	3902 HWY.	146	23	090816	P	7411	62813
1601772	BL	103	15 OW	3902 HWY.	146	24	091216	P	7411	62865

Inspection Screen printed 9/15/2023 1:32:11 PM

Permit: 16-01772 Type: BL Location: 3902 HWY. 146

Rec#: 62865

Contractor: 7411

Inspection Type: 103 Project: 15 OW Re-Inspect Sequence:

Request Date: 09-13-16 Time: 07:20A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 09-13-16 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 09-12-16

Current Status: RS

Status Date: 09-12-16

Started: 07:20A

Ended: 07:20A

List Code 1:

List Code 2: JV

Portable Unit Data

Beg Insp Date: PI-MG-T

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 103 DRIVEWAY

Notes 2:

Inspection Screen printed 9/15/2023 1:32:30 PM

Permit: 16-01772 Type: BL Location: 3902 HWY. 146

Rec#: 62813

Contractor: 7411

Inspection Type: 103 Project: 15 OW Re-Inspect Sequence:

Request Date: 09-08-16 Time: 04:18P Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 09-08-16 Time: Comment:

Inspector ID: 23

Portable Unit Data

Vehicle:

Current Status: RS

Site Odom:

Status Date: 09-08-16

Date Inspected: 09-08-16

Started: 04:18P

Beg Insp Date: PI-H\ -R

Beg Insp Time:

Ended: 04:18P

Beg Odometer:

List Code 1:

End Insp Date: - -

List Code 2:

End Insp Time:

End Odometer:

Notes 1: 103 DRIVEWAY

Notes 2: PAVING

Inspection Screen printed 9/15/2023 1:32:16 PM

Permit: 16-01772 Type: BL Location: 3902 HWY. 146

Rec#: 62726

Contractor: 7411

Inspection Type: 103 Project: 15 OW Re-Inspect Sequence:

Request Date: 09-02-16 Time: 04:27P Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 09-02-16 Time: Comment:

Inspector ID: 24
Vehicle:
Site Odom:
Date Inspected: 09-01-16

Current Status: RS
Status Date: 09-01-16
Started: 04:27P
Ended: 04:27P
List Code 1:
List Code 2:

Portable Unit Data

Beg Insp Date: PI-B\-[]
Beg Insp Time:
Beg Odometer:
End Insp Date: - -
End Insp Time:
End Odometer:

Notes 1: 103 DRIVEWAY

Notes 2: CALL-OUT INSPECTION...PARTIAL DRIVEWAY

Inspection Screen printed 9/15/2023 1:32:35 PM

Permit: 16-01772 Type: BL Location: 3902 HWY. 146

Rec#: 62624

Contractor: 7411

Inspection Type: 103 Project: 15 OW Re-Inspect Sequence:

Request Date: 08-29-16 Time: 10:15A Insp/Re-insp: I

District: Result: C

ReInspect Required: Y

Hold: ReInspect Fee Required: Y

Date Desired: 08-29-16 Time: Comment:

Inspector ID: 24
Vehicle:
Site Odom:
Date Inspected: 08-29-16

Current Status: RS
Status Date: 08-29-16
Started: 10:15A
Ended: 10:15A
List Code 1:
List Code 2:

Portable Unit Data

Beg Insp Date: PH-J-Oll
Beg Insp Time:
Beg Odometer:
End Insp Date: - -
End Insp Time:
End Odometer:

Notes 1: 103 DRIVEWAY
Notes 2: NO ACCESS FOR INSPECTION

Inspection Screen printed 9/15/2023 1:32:42 PM

Permit: 16-01772 Type: BL Location: 3902 HWY. 146

Rec#: 62625

Contractor: 7411

Inspection Type: 103 Project: 15 OW Re-Inspect Sequence: A

Request Date: - - Time: Insp/Re-insp: R

District: Result:

ReInspect Required:

Hold: ReInspect Fee Required:

Date Desired: - - Time: Comment:

Inspector ID:		Portable Unit Data
Vehicle:	Current Status: IN	-----
Site Odom:	Status Date: 08-29-16	Beg Insp Date: PH-]J-O]
Date Inspected: - -	Started:	Beg Insp Time:
	Ended:	Beg Odometer:
	List Code 1:	End Insp Date: - -
	List Code 2:	End Insp Time:
		End Odometer:

Notes 1:
Notes 2:



Inspection Screen printed 9/15/2023 1:32:47 PM

Permit: 16-01103 Type: EL Location: 3902 HWY. 146

Rec#: 61041

Contractor: 7229

Inspection Type: 201 Project: 15 OW Re-Inspect Sequence:

Request Date: 06-09-16 Time: 10:12A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 06-09-16 Time: Comment:

Inspector ID: 22

Vehicle:

Site Odom:

Date Inspected: 06-09-16

Current Status: RS

Status Date: 06-09-16

Started: 10:12A

Ended: 10:12A

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: PF-IJ-L

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 201 ROUGH IN INSPECTION

Notes 2: UNDERGROUND FOR GATE

Inspection Screen printed 9/15/2023 1:33:13 PM

Permit: 16-01103 Type: EL Location: 3902 HWY. 146

Rec#: 61041

Contractor: 7229

Inspection Type: 201 Project: 15 OW Re-Inspect Sequence:

Request Date: 06-09-16 Time: 10:12A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 06-09-16 Time: Comment:

Inspector ID: 22

Vehicle:

Site Odom:

Date Inspected: 06-09-16

Current Status: RS

Status Date: 06-09-16

Started: 10:12A

Ended: 10:12A

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: PF-IJ-LJ

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 201 ROUGH IN INSPECTION

Notes 2: UNDERGROUND FOR GATE

Inspection Screen printed 9/15/2023 1:33:18 PM

Permit: 16-01095 Type: EL Location: 3902 HWY. 146

Rec#: 62066

Contractor: 4642

Inspection Type: 205 Project: 15 OW Re-Inspect Sequence:

Request Date: 08-03-16 Time: 07:54A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 08-03-16 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 08-02-16

Current Status: RS

Status Date: 08-02-16

Started: 07:55A

Ended: 07:55A

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: PH-CG-vl

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 205 FINISH WIRING INSPECTION

Notes 2: BUILDING 1 WIRING

Inspection Screen printed 9/15/2023 1:33:23 PM

Permit: 16-01095 Type: EL Location: 3902 HWY. 146

Rec#: 61208

Contractor: 4642

Inspection Type: 202 Project: 15 OW Re-Inspect Sequence:

Request Date: 06-20-16 Time: 07:06A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 06-20-16 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 06-17-16

Current Status: RS

Status Date: 06-17-16

Started: 07:07A

Ended: 07:07A

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: PF-TG-F

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 202 SERVICE INSPECTION

Notes 2:

Inspection Screen printed 9/15/2023 1:33:29 PM

Permit: 16-00045 Type: BL Location: 3902 HWY. 146

Rec#: 58967

Contractor: 7262

Inspection Type: 103 Project: 15 OW Re-Inspect Sequence:

Request Date: 01-14-16 Time: 09:57A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 01-14-16 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 01-14-16

Current Status: RS

Status Date: 01-14-16

Started: 09:57A

Ended: 09:57A

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: PA-NI-yll

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 103 DRIVEWAY

Notes 2: PAVING IN FRONT OF NEW BUILDING

Inspection Screen printed 9/15/2023 1:33:35 PM

Permit: 15-02602 Type: BL Location: 3902 HWY. 146

Rec#: 58586

Contractor: 7219

Inspection Type: 103 Project: 15 OW Re-Inspect Sequence:

Request Date: 12-09-15 Time: 07:58A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 12-09-15 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 12-07-15

Current Status: RS

Status Date: 12-07-15

Started: 07:58A

Ended: 07:58A

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: OL-IG-zll

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 103 DRIVEWAY

Notes 2:

Inspection Screen printed 9/15/2023 1:33:40 PM

Permit: 15-02602 Type: BL Location: 3902 HWY. 146

Rec#: 58852

Contractor: 7219

Inspection Type: 101 Project: 15 OW Re-Inspect Sequence:

Request Date: 01-05-16 Time: 09:19A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 01-05-16 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 01-04-16

Current Status: RS

Status Date: 01-04-16

Started: 09:19A

Ended: 09:19A

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: PA-EI-S

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 101 FOUNDATION INSPECTION

Notes 2: DETAIL SLAB

Inspection Screen printed 9/15/2023 1:33:45 PM

Permit: 15-02602 Type: BL Location: 3902 HWY. 146

Rec#: 58751

8640

Contractor: 7219

Inspection Type: 101 Project: 15 OW Re-Inspect Sequence:

Request Date: 12-22-15 Time: 03:13P Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 12-22-15 Time: Comment:

Inspector ID: 22

Vehicle:

Site Odom:

Date Inspected: 12-22-15

Current Status: RS

Status Date: 12-22-15

Started: 03:13P

Ended: 03:13P

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: 01-V[-M]

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 101 FOUNDATION INSPECTION

Notes 2:

Inspection Screen printed 9/15/2023 1:33:56 PM

Permit: 15-02264 Type: EL Location: 3902 HWY. 146

Rec#: 58069

Contractor: 7229

Inspection Type: 203 Project: 15 OW Re-Inspect Sequence:

Request Date: 10-23-15 Time: 01:49P Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 10-23-15 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 10-23-15

Current Status: RS

Status Date: 10-23-15

Started: 01:50P

Ended: 01:50P

List Code 1:

List Code 2:

Portable Unit Data

Beg Insp Date: OJ-WY-q

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 203 T-POLE INSPECTION

Notes 2:

Inspctions

for 3102 HWY 146

Permit	Type	Insp Type	Proj #	Permit	Location	Insp Id	Inspect Date	Rs	Contractor ID	Record #
1601772	BL	107	15 OW	3902	HWY 146 BLDG.	24	091516	P	7411	62967

2

Inspection Screen printed 9/15/2023 1:31:26 PM

Permit: 16-01772 Type: BL Location: 3902 HWY 146 BLDG. #1

Rec#: 62967

Contractor: 7411

Inspection Type: 107 Project: 15 OW Re-Inspect Sequence:

Request Date: 09-16-16 Time: 07:05A Insp/Re-insp: I

District: Result: P

ReInspect Required: N

Hold: ReInspect Fee Required: N

Date Desired: 09-16-16 Time: Comment:

Inspector ID: 24

Vehicle:

Site Odom:

Date Inspected: 09-15-16

Current Status: RS

Status Date: 09-15-16

Started: 07:05A

Ended: 07:05A

List Code 1:

List Code 2: JV

Portable Unit Data

Beg Insp Date: PI-PG-E

Beg Insp Time:

Beg Odometer:

End Insp Date: - -

End Insp Time:

End Odometer:

Notes 1: 107 COMPLETION

Notes 2:

A-1 Aluminum Co.

Invoice

A-1 Aluminum Co.

6808 FM 1942 Rd
Baytown, TX 77521-9535

Date	Invoice #
10/30/2015	1051

Bill To
Lloyd Duncan 1822 Gaucho Cir. LaPorte, TX 77571-2562

Work To Be Performed At:
3902 Hwy 146 Texas City, TX

P.O. Number	Terms	Due Date
	Due on receipt	10/30/2015

Quantity	Description	Rate	Amount
1	SWPPP permit	225.00	225.00
1	SWPPP charges for installing and keeping up plastic fence and log book. (Construction Eco Services Inv#1511117)	3,149.21	3,149.21
1	SWPPP charges for monthly compliance assurance plan (Construction Eco Services Inv #1512099)	450.00	450.00
2	Porta Potty per month 11-12-15, 12-03-15	97.43	194.86
1	Dumpster Rental from Same Day Dumpster Rental	588.00	588.00
1	Office Depot printing of drawings \$19.10, 14.32, 22.79, .63, 10.77	67.61	67.61
1	Receipt Builders Wholesale for wood and rebar for driveway 12-09-15	6,160.75	6,160.75
1	Receipt Builders Wholesale for more rebar 12-10-15	2,128.68	2,128.68
1	Receipt Builders Wholesale 12-11-15	5,410.63	5,410.63
1	COTC-Inspections Permit from City of Texas City for the building and the building pad 12-08-15	1,210.00	1,210.00
	Subtotal		19,584.74
		Subtotal	\$19,584.74
		Sales Tax (6.25%)	\$0.00
		Total	\$19,584.74
		Payments/Credits	\$0.00
		Balance Due	\$19,584.74

713-851-4041

www.a1aluminum.net

THANK YOU!

CITY COMMISSION REGULAR MTG

(8) (h)

Meeting Date: 11/15/2023

Amend Fiscal Year 2023-2024 Budget for repairs to Dike Road bridge.

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST

Request City Commission approval to amend the 2023-2024 Fiscal Year Budget to account for repairs to the Dike Road bridge.

BACKGROUND (Brief Summary)

From Public Works: The Dike Road bridge is in dire need of repair. The original plan for Texas Department of Transportation to replace this bridge has been put on hold until 2027. The repairs are needed now. The estimated cost is \$250,000 and requires a budget amendment from the Dike Fund Unassigned Fund Balance.

Budget Amendment:

Texas City Dike Fund (279) Department (301):

Maintenance of Parks & Stadiums \$250,000.00

Unassigned Fund Balance (\$250,000.00)

RECOMMENDATION

Recommend approval of the budget amendment.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2023-46

AN ORDINANCE AMENDING ORDINANCE NO. 2023-36, ADOPTING THE 2023-2024, FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE REPAIRS TO THE DIKE ROAD BRIDGE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 2023-36, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2023-2024; and

WHEREAS, a budget amendment is needed to appropriate funds for repairs to the Dike Road bridge.

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

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2023-2024 of the City of Texas City, Texas, is hereby amended as follows:

Texas City Dike Fund (279) Department (301):

Maintenance of Parks and Stadiums	\$250,000.00
Unassigned Fund Balance	(\$250,000.00)

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 15th 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