

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, JANUARY 3, 2024 - 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) Fire Department Promotions:  
Joshua Eby - Engineer  
Daniel Carlson - Engineer
- (5) REPORTS
  - (a) Parks Division (Recreation and Tourism)
  - (b) City Secretary's Office Update
- (6) PUBLIC COMMENTS
- (7) CONSENT AGENDA
  - (a) Approve City Commission Minutes for the December 20, 2023 meeting. (City Secretary)

- (b) Consider and take action on Resolution No. 2024-001, approving the extension of Bid Contract No. 2018-053 Solid Waste Management Services Annual Contract - 5-Year Extension. (Public Works)
- (c) Consider and take action on Resolution No. 2024-002, approving the Consolidated Annual Performance Evaluation Report (CAPER), for the City's CDBG activities for PY' 2022, submission to the U.S. Department of Housing and Urban Development. (Community Development)
- (d) Consider and take action on Resolution No. 2024-003, approving and awarding the purchase of Construction Service for repairs of (4) pedestrian walking bridges at Bay Street Park from Generocity Services Inc. through Choice Partners (Contract No. 23/016MR-17)- local government purchasing cooperative. (Recreation and Tourism)
- (e) Consider and take action on Resolution No. 2024-004, calling a General Election to be held in Texas City on May 4, 2024, and designating the polling locations. (City Secretary)
- (f) Consider and take action on Resolution No. 2024-005, Authorizing the Mayor to enter into an Election Service Contract between the County of Galveston and the City of Texas City and naming the City Secretary as the Authorized Representative for all contract purposes. (City Secretary)
- (g) Consider and take action on Resolution No. 2024-006, appointing Renee Edgar, Records Manager, as the liaison for Texas State Library and Archives Commission (TSLAC) on behalf of the City of Texas City. (City Secretary)
- (h) Consider and take action on Resolution No. 2023-007, authorizing the Economic Development Corporation to process a quote for furniture at the 6th Street Business Incubator/Accelerator from The Luck Company. (Economic Development)
- (i) Consider and take action on Resolution No. 2024-008, appointing Lisa Autrey-Salinas as an Alternate for the Zoning Commission. (City Secretary)

(8) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 2024-01, amending the fiscal year 2023-2024 budget to appropriate funds for the creation, salary, and benefits of a new Customer Service Representative position. (Finance)
- (b) Consider and take action on Ordinance No. 2024-02, amending the fiscal year 2023-2024 budget to appropriate funds for the creation, salary, and benefits of a new Combination Inspector position. (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 DECEMBER 29, 2023, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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RHOMARI LEIGH  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(4) (a)**

**Meeting Date:** 01/03/2024

Promotions

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

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

**Department:** Fire Department

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**Information**

**ACTION REQUEST**

Joshua Eby - Engineer

Daniel Carlson - Engineer

**BACKGROUND (Brief Summary)**

The Department currently has five (5) open Engineer positions. Eby and Carlson passed the Engineer's Exam held on Dec. 14th and are eligible for promotion to fill two (2) of the vacant positions.

**RECOMMENDATION**

The Fire Chief recommends promotion of Joshua Eby and Daniel Carlson to Engineer.

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**Fiscal Impact**

**Funds Available Y/N:** Yes

**Amount Requested:** 11,000.00

**Source of Funds:** FY 23-24 Operating Budget

**Account #:** 101 202 5 1010

**Fiscal Impact:**

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**CITY COMMISSION REGULAR MTG**

**(5) (a)**

**Meeting Date:** 01/03/2024

Parks Division Report 2023

**Submitted For:** Dennis J Harris, Recreation and Tourism

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

**Department:** Recreation and Tourism

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**Information**

**ACTION REQUEST**

Parks Division (Recreation and Tourism)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Staff Report

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CITY OF TEXAS CITY  
DEPARTMENT OF PARKS, RECREATION & TOURISM

PARKS DEPARTMENT DIVISION  
PROJECTS AND BEAUTIFICATION EFFORTS

COMMISSION MEETING

JANUARY 3, 2024



# Beautification Efforts

# CONVENTION CENTER PALM TREES

## "MEDJOOOL" PALMS REPLACED

- EIGHT 14FT PALMS
- FOUR 28FT PALMS
- EXISTING PALMS LOST AND REMOVED DUE TO THE FREEZE



# TREE PLANTING

- 50 MEXICAN SYCAMORE TREES(15 GALLON) WERE DONATED FROM MOON VALLEY NURSERY PROGRAM.
- "TREES ACROSS AMERICA" WERE PLANTED AT BAY STREET PARK AND SHOOTING RANGE IN EARLY JANUARY OF 2023





# OAK TREE PLANTING INITIATIVE

- 25 OAK TREES PLANTED AT VARIOUS LOCATIONS





# TANGER OUTLETS EARTH DAY VOLUNTEER PROJECT

APRIL 21, 2023,

- RAINBOW PARK FLOWERBED PLANTS WERE PLANTED
- VOLUNTEERS FROM TANGER OUTLETS






# ROTARY PAVILION OAK TREE DONATION

**APRIL 14, 2023**

- TWO OAK TREES WERE PLANTED (SPADE IN) ROTARY PAVILION HILL
- ROTARY CLUB DONATED TO CITY OF TEXAS CITY PARKS, RECREATION & TOURISM DEPARTMENT







# Playgrounds/Splashpads

# RAINBOW PARK PLAYGROUND REPAIRS

- NEW PIP WAS INSTALLED, TO REPLACE THE FALLING PIP AT THE BASE
- BASE WAS DROPPING SEVERAL INCHES WHERE SIDEWALK AND HANDICAP RAMP WERE NOT MATCHING UP





## WESTLAND RIDGE PARK PLAYGROUND

- REMOVED OUTDATED  
PLAYGROUND EQUIPMENT AND  
INSTALLED NEW PLAYGROUND  
MODULE





# RAINBOW PARK SPLASHPAD

- REMOVED EXISTING PIP(POUR IN PLACE)
- SURFACE WAS PREPPED FOR COATING
- SPRAY DECK WAS INSTALLED WITH 4 COLORS TO MATCH EXISTING COLOR PATTERN





# Athletic Fields/Complexes



# WESTVIEW PARKWAY TENNIS COURTS

- REMOVAL OF OLD BACKSTOP
- NEW BACKSTOP FENCES INSTALLED ON THREE TENNIS COURTS





# ATHLETIC BACKSTOPS

**8 BACKSTOPS IN VARIOUS PARKS  
WERE REPLACED**

- ONE 30' X 12' WITH 6' OVERHANG
  - SEVEN 12' X 10'



# TARPEY SOFTBALL COMPLEX

## 500'ft OF SEWER LINE REPLACED

- DUE TO THE LINE HAVING CONSTANT BLOCKAGE ESPECIALLY WHEN TOURNAMENTS ARE BEING PLAYED AT FIELD #2, CONCESSION AND RESTROOMS.





# BASKETBALL COURT RENOVATIONS

NEW BASKETBALL COURTS  
HAVE REPLACED THE  
EXISTING CRACKED  
COURTS

- THE NESSLER PARK
  - OAK PARK
- HEIGHTS PARK





# GODARD PARK PONY FIELD NYLON SLATS

## NYLON SLATS INSTALLED

- PONY FIELD AT GODARD LITTLE LEAGUE COMPLEX





# Park Projects

# BAY STREET PARK WALKING TRAIL

**525FT OF 5FT WIDE SIDEWALK**

- INSTALLED TO REPLACE THIS PART OF GRANITE TRAIL THAT WOULD CONSTANTLY WASH AWAY DURING RAINY TIMES OF THE YEAR





# PARK RULES SIGN PROJECT

- 36 NEW PARK RULE SIGNS WERE PLACED IN 24 PARKS/PLAYGROUNDS



# TRASH RECEPTACLE REPLACEMENT

## NEW TRASH RECEPTACLES INSTALLED

- CITY HALL
- LIBRARY
- SANDERS/VINCENT CENTER
  - CARVER CENTER
  - LOWRY TENNIS COURTS
- CARLOS GARZA SPORTS COMPLEX





# ST. JOHNS CHURCH GROUP VOLUNTEER PROJECT

## PAINTING PROJECT AT BAY STREET PARK

- WHITE FENCES AND RESTROOM ENCLOSURES WERE PAINTED BY GROUP OF 30+ VOLUNTEERS ON MAY 13, 2023





# Fishing Events



# RAINBOW TROUT KIDFISH

**FIRST ANNUAL RAINBOW TROUT KID  
FISH EVENT JANUARY 28, 2023**

- 1000 RAINBOW TROUT WERE STOCKED IN CARVER POND, 250+ PARTICIPANTS ATTENDED.
- NEXT RAINBOW KID FISH EVENT WILL BE JANUARY 27, 2024



# KID FISH EVENT

ANNUAL KIDFISH EVENT

JUNE 10, 2023

HAD 120+ IN ATTENDANCE

NEXT KIDFISH EVENT

JUNE 8, 2024



**CITY COMMISSION REGULAR MTG**

**(5) (b)**

**Meeting Date:** 01/03/2024

City Secretary's Office Update

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

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

City Secretary's Office Update

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Staff Report

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*Texas City*



EST. 1911

# City Secretary's Office Update

Rhomari Leigh, TRMC, VDR  
City Secretary  
January 3, 2024



# Meet the Team:



Rhomari Leigh, TRMC, VDR  
City Secretary



Renee Edgar  
Records Manager

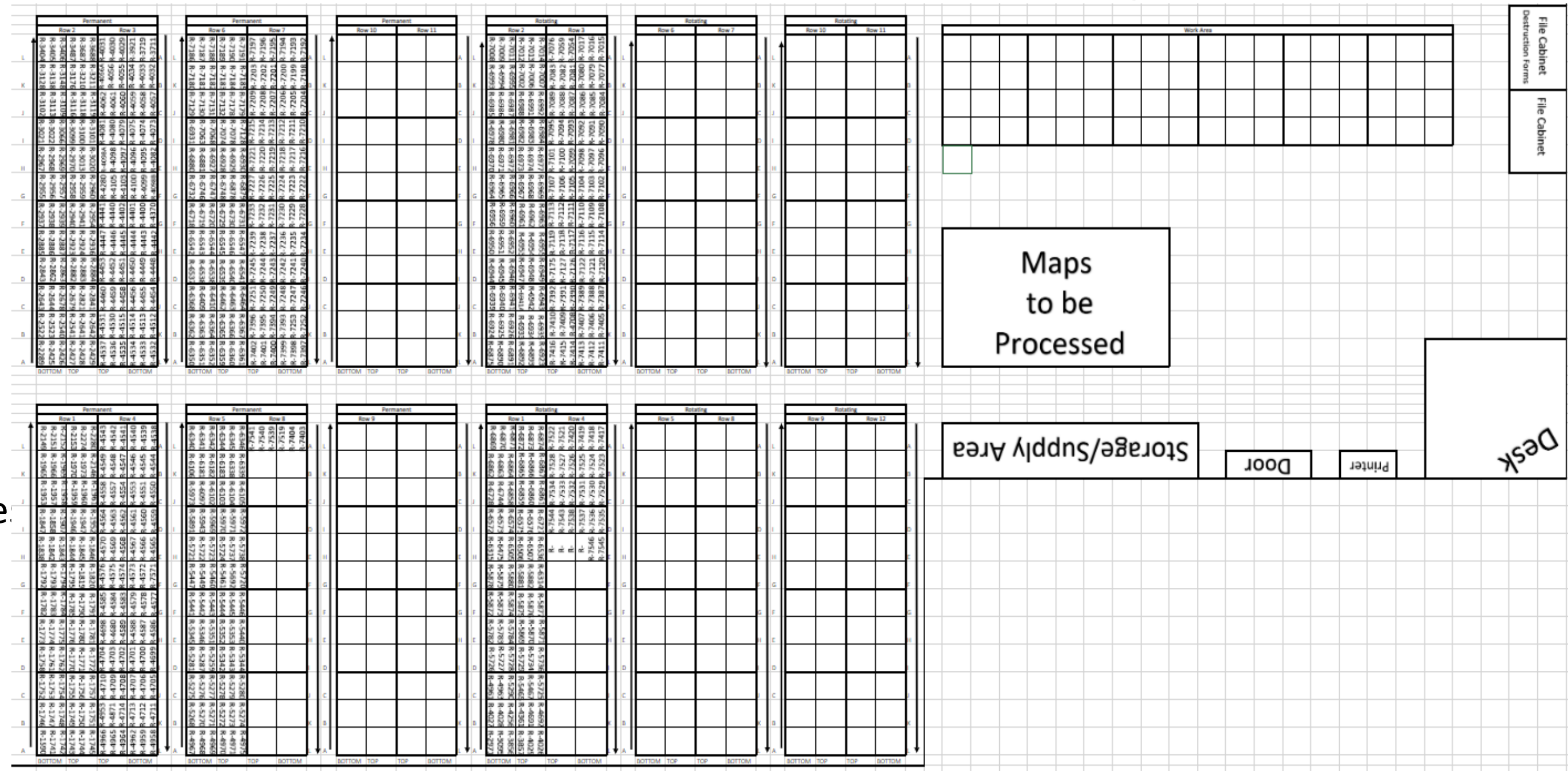


Under the general direction of the City Secretary, the Records Manager is responsible for utilizing accepted concepts, techniques, and technologies affecting record

information management to protect the assets of the City by identification, preservation, disposal, and confidential protection of City records.

Identifies, promotes, and pursues process enhancements that balance efficiency and responsiveness.

# Records Manager



# Office of the City Secretary

The position of city secretary is a statutorily required position in Texas, as stated in the Local Government Code:

Texas Local Government Code(s):

Sec. 22.071. OTHER MUNICIPAL OFFICERS. (a) In addition to the members of the governing body of the municipality, the other officers of the municipality are the **secretary**, treasurer, assessor and collector, municipal attorney, marshal, municipal engineer, and any other officers or agents authorized by the governing body.

Sec. 22.073 POWERS AND DUTIES OF SECRETARY

## Management (8)

- Agendas, Minutes, Notices
- Resolutions, Ordinances

## Compliance

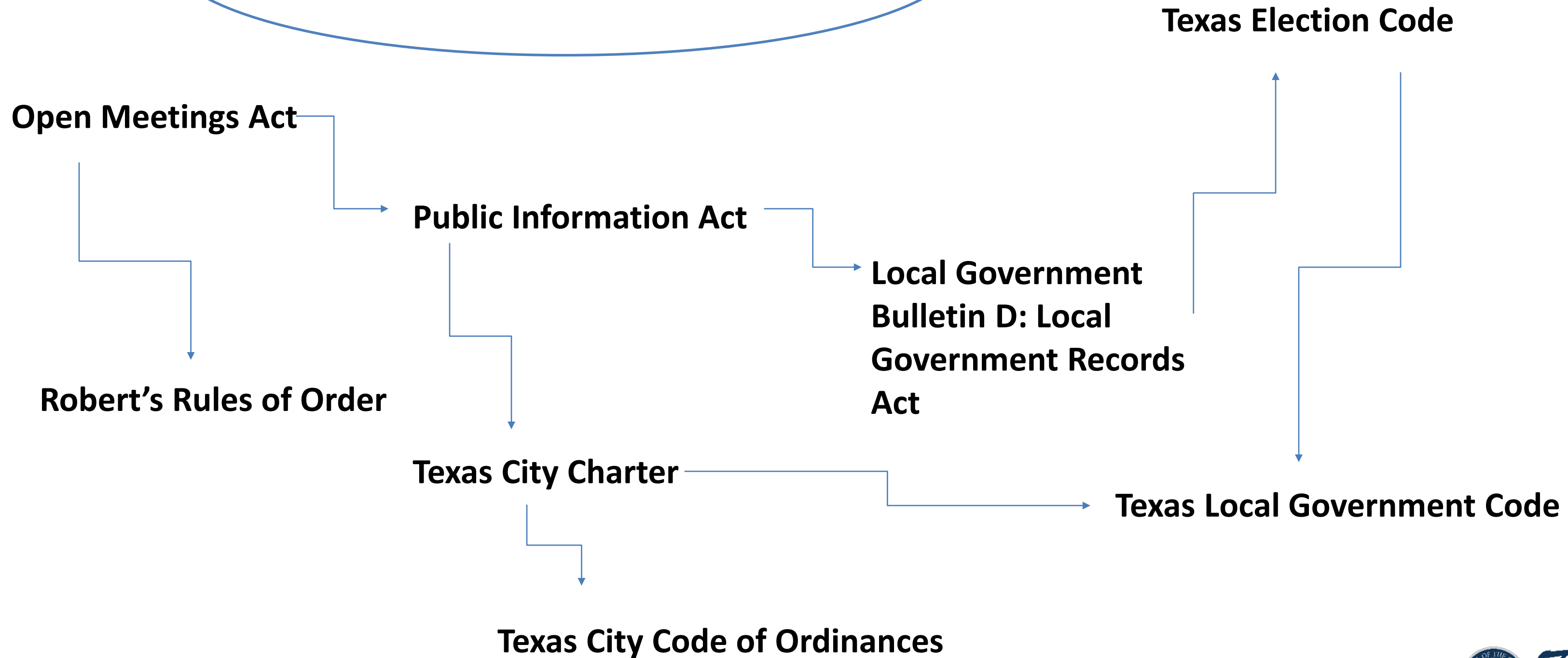
- PIRs, Alcohol Permits, Claims
- Petitions, Contracts, Complaints

## Administration

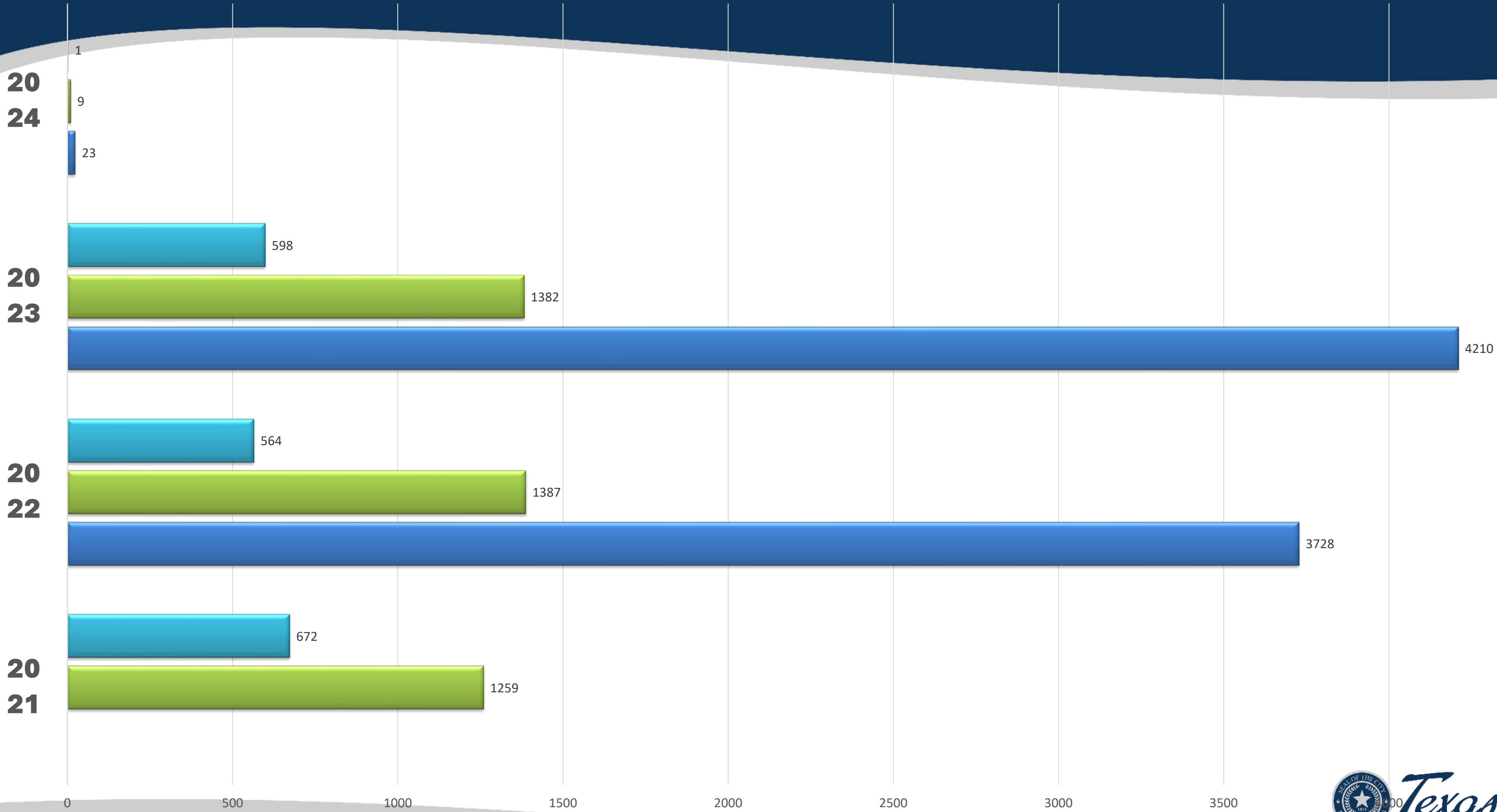
- City Elections
- Records Management, Research Projects

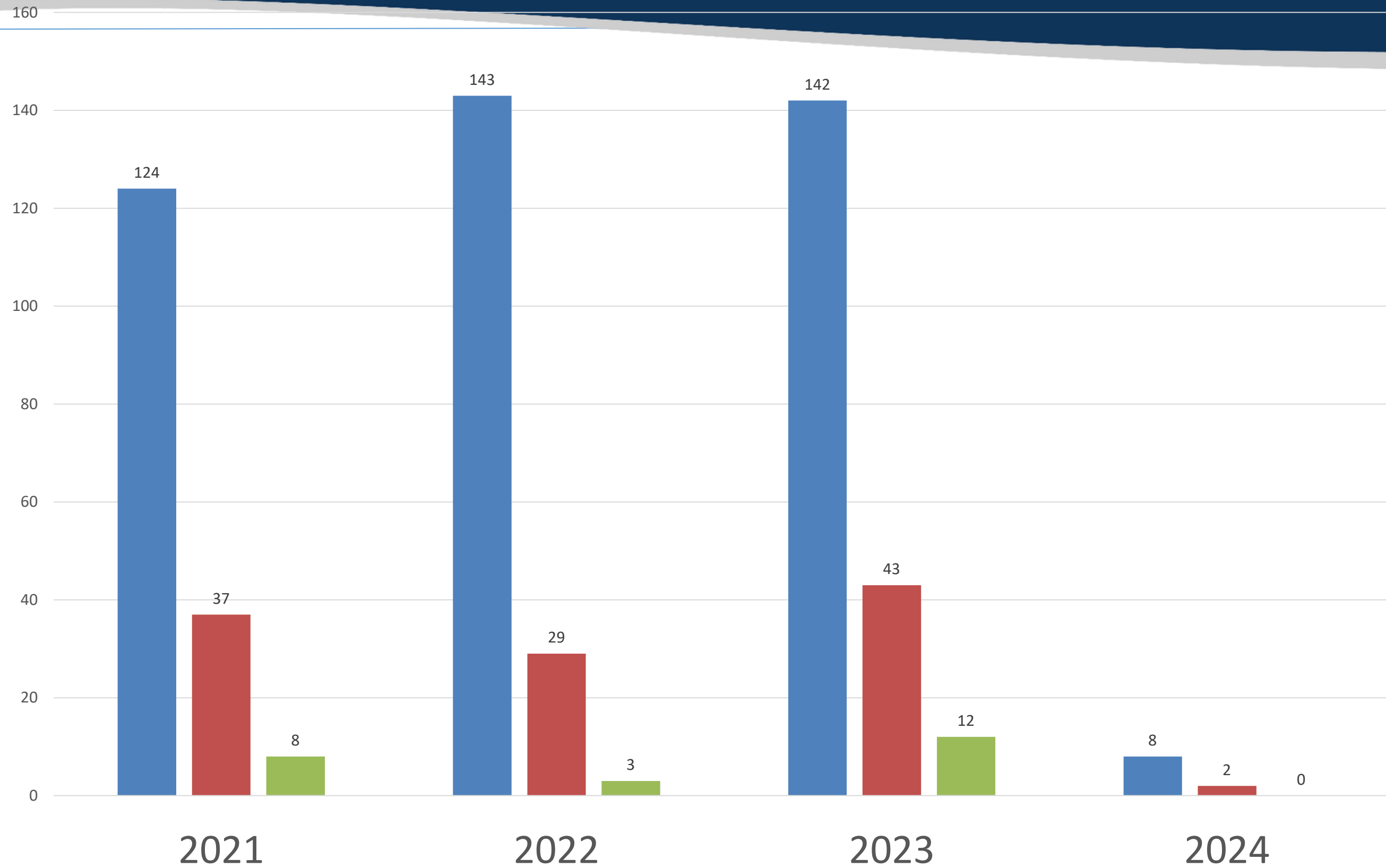


# Governance:



Hours Spent   PIRs   Phone Calls





■ Resolutions    
 ■ Ordinances    
 ■ Codified





Honorable mentions:

- \* Juneteenth Committee
- \* Texas City Citizen's Police Academy Assoc. Alumni - Secretary

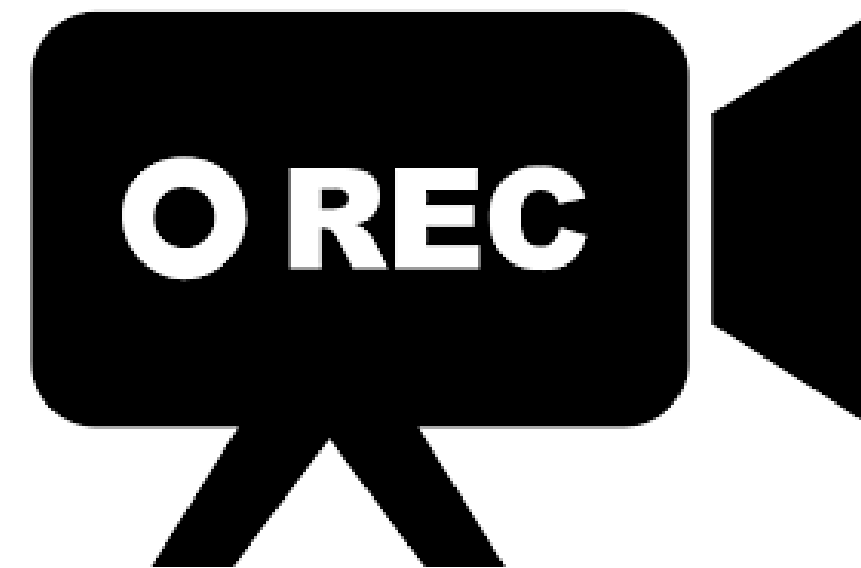


## The Future: 2024 Goals

- ❖ To become a Paper-lite department
- ❖ To enhance our electronic document management systems to streamline information retrieval and storage.
- ❖ To Implement measures to enhance transparency in government operations, such as making information accessible to the public through online portals.

## “Say Cheese!”

Section 551.128 of OMA requires an elected governing body of a home-rule municipality with a population of 50,000 or more to make a video/audio recording of each regularly scheduled open meeting.



**QUESTIONS?**



**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 01/03/2024

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Approve City Commission Minutes for the December 20, 2023 meeting. (City Secretary)

**BACKGROUND (Brief Summary)**

**RECOMMENDATION**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DECEMBER 20, 2024 – 5:00 P.M.  
CHARLES T. DOYLE CONVENTION CENTER  
2010 5th Avenue North, Texas City, TX 77590

A Regular Called Meeting of the City Commission was held on Wednesday, DECEMBER 20, 2023, at 5:00 P.M. in the Doyle Convention Center, 2010 5th Avenue North, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:03 p.m. by Mayor Dedrick D. Johnson.

1. ROLL CALL

Presentation of Colors by the Texas City Fire Department's Magnet Program students through the Texas City Independent School District.

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

Absent: Dorthea Jones Pointer, Commissioner District 3

2. INVOCATION

Led by Pastor Matthew Walker of Restoration City Church and Carol of CrossPointe Community Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 1 DeAndre Knoxson.

4. PROCLAMATIONS AND PRESENTATIONS

a. Recognition of the following:

Sergeant Mickey House was promoted to the rank of Lieutenant.  
Sergeant Bradley Macik was promoted to the rank of Lieutenant.  
Officer Brandon Shives was promoted to the rank of Sergeant.  
Officer Jeffrey Winstead was promoted to the rank of Sergeant.  
Cadet Zachary Bright was sworn in as a Probationary Police Officer.  
Cadet Albert Garza was sworn in as a Probationary Police Officer.  
Cadet Deandra Moore was sworn in as a Probationary Police Officer.

- b. Promotions:
  - 1. Julio Campana – Captain
  - 2. Andrew Blue – Captain
  - 3. Jonathan Lee – Captain
  - 4. Jason Brown – Captain
  - 5. Charles Barkman – Captain
  - 6. Samuel Bowler – Engineer
  - 7. Stephen Stanfel – Engineer
  - 8. Ian Chase – Engineer
  - 9. Christopher Martinez – Engineer
  - 10. Jonathan Zelaya – Engineer
  - 11. John Tuder – Engineer

5. PUBLIC COMMENTS

A resident spoke about the conditions of the riding fields.

6. CONSENT AGENDA

A motion was made by Commissioner District 4 Jami Clark to approve Consent Agenda items a, b, c, d, e, and f. The motion was seconded by Commissioner District 2 Felix Herrera.

- a. Approve City Commission Minutes for December 6, 2023 meeting. (City Secretary)

**Vote: 6 - 0 CARRIED**

- b. Consider and take action on Resolution No. 2023-138, approving the purchase and replacement of generators for Lift Stations No. 10 and No. 30 by Land & Sea Services 1, Inc., via BuyBoard (Contract No. 657-21) - a local purchasing cooperative. (Public Works)

**Vote: 6 - 0 CARRIED**

- c. Consider and take action on Resolution No. 2023-139, appointing Phil Roberts to the Texas City Economic Development Corporation's Board of Directors. (City Secretary)

**Vote: 6 - 0 CARRIED**

- d. Consider and take action on Resolution No. 2023-140, authorizing the purchase and delivery of a 2024 F450 box truck from Chastang Ford, Houston, Texas through BuyBoard (Contract No. 724-23) - a local purchasing cooperative. (Recreation and Tourism)

**Vote: 6 - 0 CARRIED**

- e. Consider and take action on Resolution No. 2023-141, authorizing an agreement between the City of Texas City and Bureau Veritas North America, Inc. for a Standard Professional Services Agreement. (City Engineer)

**Vote: 6 - 0 CARRIED**

- f. Consider and take action on Resolution No. 2023-142, approving the engagement of Traff Data & Associates, Inc. for professional traffic engineering services as needed for review and recommendations regarding traffic studies, planning, and reviews in Texas City. (City Engineer)

**Vote: 6 - 0 CARRIED**

7. REGULAR ITEMS

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

Kim Golden, City Engineer, stated that 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.

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

**Vote: 6 - 0 CARRIED**

8. ADJOURNMENT

Having no further business, Mayor Pro Tem Thelma Bowie made a MOTION to ADJOURN at 5:46 p.m.; the motion was SECONDED by Commissioner At Large Abel Garza, Jr. All present voted AYE. MOTION CARRIED.

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DEDRICK D. JOHNSON, MAYOR

ATTEST:

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Rhomari Leigh, City Secretary  
Date Approved:



**CITY COMMISSION REGULAR MTG**

**(7) (b)**

**Meeting Date:** 01/03/2024

2018-053 Solid Waste Management Services Annual Contract - 5 Year Extension

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

**Department:** Public Works

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**Information**

**ACTION REQUEST**

Approve the extension of 2018-053 Solid Waste Management Services Annual Contract - 5 Year Extension

**BACKGROUND (Brief Summary)**

Accommodations were made in the 2018-053 Solid Waste Management Services Contract for the negotiation of a 5-year extension with Waste Connections of Texas, LLC., in Alvin, Texas. This negotiation has resulted in a "Memo Of Understanding" which, among other things, will include a 12% increase.

A copy of this Memo of Understanding is attached for your review.

**RECOMMENDATION**

It is the recommendation of the Sanitation Department that the attached Memo Of Understanding be approved and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

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**Fiscal Impact**

**Attachments**

Exhibit A  
RFP 2018 -053 Packet  
Resolution

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**City of Texas City**

**SOLID WASTE MANAGEMENT SERVICES**

**BID #2018-053**

This Memo of Understanding (“MOU”) forms part of the Contract Documents, and modifies the original specifications, drawings addenda and exceptions as noted below. Unaltered provisions and drawings of the original Contract Documents shall remain in effect. Acknowledge receipt of the Addendum in space provided on the bid form. Failure to do so may subject the bidder to disqualification.

**Modification(s) to Contract Documents:**

Section 410. Contract Term –

The City intends for actual collection and processing services to begin February 1, 2024, and continue for a term of five years, ending at midnight January 31, 2029 with options for subsequent 5-year renewals with mutual agreement by the parties.

Section 1140. Regulatory Rate Adjustment -

Section 1140 shall be amended to the following.

Rates adjustments will be considered by the City no more than once per year during the life of the contract. Base rate adjustments will be considered during a period beginning thirty (30) days before each anniversary of the contract with the new rate to be based on CPI-U, US City Average, All Items Less Food and Energy effective for the succeeding year.

In addition the Contractor may petition the City Commission for adjustments to adjust the base rate for the reasonable **increased operational costs** to Contractor due to elimination of services provided by City, any new taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor or **other contingencies beyond the Contractor's reasonable control.**

Contractor must receive approval from the City in order to increase the base rates, which approval shall not be unreasonably withheld.

The rates will increase 12% at the beginning of the new contract term February 1, 2024.

The Contractor will provide (3) three, One Thousand Dollar (\$1000.00) Educational Scholarships per year.

The Contractor has agreed to stand upright and service up to (12) twelve 96-gallon carts per route per day. This action is focused on carts found on their side due to high winds as an example.

**Waste Connections of Texas**

**City of Texas City**

\_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Position: \_\_\_\_\_

\_\_\_\_\_  
Dedrick Johnson  
Mayor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_



**RESOLUTION NO. 18-091**

**A RESOLUTION AWARDED RFP NUMBER 2018-053 AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTACT FOR SOLID WASTE MANAGEMENT SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Request for Proposals (RFP) No. 2018-053 was advertised in the Galveston Daily Newspaper on June 11, 2018; and

**WHEREAS**, the proposals were opened August 6, 2018 at 3:00 p.m.; and

**WHEREAS**, the lowest bid meeting all specifications was received from Waste Connections, Inc., Arlington, Texas.

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

**SECTION 1:** That the City Commission hereby accepts the contract by Waste Connections, Inc. for RFP No. 2018-053 Solid Waste Management Services.

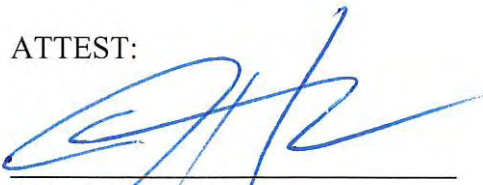
**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with Waste Connections, Inc for the respective unit price bids in **Exhibit "A"**, as attached hereto and incorporated herein for all intents and purposes.

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


**PASSED AND ADOPTED this 5th day of September 2018.**

  
Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

  
James M. Hartshorn  
City Secretary

APPROVED AS TO FORM:

  
Russell F. Plackemeier  
City Attorney

# Memo

**To:** Tom Kessler – Public Works Director  
**From:** Mike Stump – Solid Waste Manager  
**Date:** August 27, 2018  
**Re:** Solid Waste Management Services

Tom,

Unfortunately, all of the bids submitted contained sharp price increases compared to what we are currently paying. Due to international demand issues (China's green curtain) curbside recycling is cost prohibitive at this time.

**Residential rates –**

**Twice per week collection (current service)**

Company	With Recycling	Without Recycling	Commercial rates*
Republic	\$26.50	\$16.50	\$137,733.61
Waste Connections	Did not bid	\$21.75	\$124,928.00
Waste Management	Did not bid	Did not bid	\$192,712.56

**Twice per week collection with a 96 gallon cart**

Company	With Recycling	Without Recycling	Commercial rates*
Waste Connections	Did not bid	\$14.75	\$124,928.00
Republic	Did not bid	Did not bid	\$137,733.61
Waste Management	\$21.24	\$17.24	\$192,712.56

\* Commercial rates – based on the data provided in the RFP for the monthly dollar amount billed for container (dumpster) service in Texas City.

Based on the results of RFP #2018-053 for Solid Waste Management Services. I recommend awarding the contract to Waste Connections Inc. for twice per week 96 gallon cart service. WCI is low on both commercial and residential cart service. Based on my experience and in speaking with some of the cities they service, I am optimistic that they will provide better service.

# City of Texas City

## SOLID WASTE MANAGEMENT SERVICES

BID #2018-053

This memo of understanding forms part of the Contract Documents, and modifies the original specifications, drawings addenda and exceptions as noted below. Unaltered provisions and drawings of the Contract Documents shall remain in effect. Acknowledge receipt of the Addendum in space provided on the bid form. Failure to do so may subject the bidder to disqualification.

Section 1140 shall be amended to the following.

Rates adjustments will be considered by the City no more than once per year during the life of the contract. Base rate adjustments will be considered during a period beginning thirty (30) days before each anniversary of the contract with the new rate to be based on CPI-U, US City Average, All Items Less Food and Energy applied to 90% of the rate effective for the succeeding year, limited to a maximum of 2% per year.

Fuel cost adjustments will be considered by the City no more than once per year during the life of the contract. Fuel cost rate adjustments will be considered during a period beginning thirty (30) days before each anniversary of the contract. The new rate is to be based on the change in the 12 month fuel cost as reported by the U.S. Energy Information Administration - Weekly Retail On-Highway Diesel Prices - Gulf Coast the week prior submitting a fuel cost adjustment request is submitted posted, applied to 10% of the rate.

AM  
Contractor must receive approval from the City in order to increase the base rates, which approval shall not be unreasonably withheld.

In addition the Contractor may petition the City Commission for adjustments to adjust the base rate for the reasonable costs to Contractor due to elimination of services provided by City, any new taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor or other contingencies beyond the Contractor's reasonable control.

The City does not accept the exception listed below

AM  
Exceptions to Request for Proposal

(10) Contractor takes exception to the following provisions of the "Compensation" section of the RFP.

b. Section 1110 – "Deductions of Liquidated Damages" shall be deleted in its entirety.

Section 1110 – Deductions of Liquidated Damages will remain in its entirety.

Contractor's initials \_\_\_\_\_



**RESOLUTION NO. 2024-001**

**A RESOLUTION APPROVING A FIVE (5) YEAR EXTENSION TO BID NO. 2018-053 SOLID WASTE DISPOSAL ANNUAL CONTRACT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, accommodations were made in the 2018-053 Solid Waste Management Services Contract for the negotiation of a 5-year extension with Waste Connections of Texas, LLC. in Alvin, Texas; and

**WHEREAS**, this negotiation has resulted in a "Memo of Understanding" which, among other things, will include a 12% increase.

**WHEREAS**, it is the recommendation of the Sanitation Department that the attached Memo of Understanding be approved.

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

**SECTION 1:** That the Mayor is hereby authorized to execute a contract with Waste Connections of Texas, LLC. of Alvin, Texas, for Solid Waste Disposal annual contract – Five Year Extension, as stated in **Exhibit “A”**, as attached hereto and incorporated herein 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 3rd day of January 2024.**

\_\_\_\_\_  
Dedrick D. Johnson, Jr., 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:** 01/03/2024

Review and Approve C.A.P.E.R. Submission to HUD for PY' 22

**Submitted For:** Titilayo Smith, Community Development/ Grant Admin

**Submitted By:** Titilayo Smith, Community Development/ Grant Admin

**Department:** Community Development/ Grant Admin

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**Information**

**ACTION REQUEST**

Review and approve the Consolidated Annual Performance Evaluation Report (CAPER) for the City's CDBG activities for FY 2022, submission to the U.S. Department of Housing and Urban Development.

**BACKGROUND (Brief Summary)**

The City is required to submit annually by December 30th a CAPER to HUD that describes the City's progress in meeting the goals in the Five-year Consolidated Plan.

**RECOMMENDATION**

It is the recommendation of the Director of Community Development & Grants Administration that the submission of this document be approved in compliance with HUD regulations and the City of Texas City's, Citizen Participation Plan as adopted by the Commission on December 21, 2022.

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 2024-002**

**A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER), FOR THE CITY'S CDBG ACTIVITIES FOR PROJECT YEAR 2022, TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, The City is required to submit annually by December 30 a CAPER to HUD that describes the City's progress in meeting the goals in the Five-year Consolidated Plan; and

**WHEREAS**, It is the recommendation of the Director of Community Development & Grants Administration that the submission of this document be approved in compliance with HUD regulations and the City of Texas City's Citizen Participation Plan as adopted by the Commission on December 21, 2022.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby authorizes the submission this document (CAPER) be approved in compliance with HUD regulations.

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

**PASSED AND ADOPTED this 3rd day of January 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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



**CITY COMMISSION REGULAR MTG**

(7) (d)

**Meeting Date:** 01/03/2024

Purchase of (4) pedestrian bridges at Bay Street Park

**Submitted For:** Dennis J Harris, Recreation and Tourism

**Submitted By:** Dennis J Harris, Recreation and Tourism

**Department:** Recreation and Tourism

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2024-003, approving and awarding the purchase of Construction Service for repairs of (4) pedestrian walking bridges at Bay Street Park from Generocity Services Inc. through Choice Partners (contract# #23/016MR-17) local government purchasing cooperative.

**BACKGROUND (Brief Summary)**

Generocity Services Inc. was contracted on April 14, 2023, to undertake crucial construction services focusing on repairs and wood replacement for a series of four pedestrian walking bridges at Bay Street Park. Following months of careful planning and meticulous attention to detail, a comprehensive proposal was crafted and officially presented to the Parks, Recreation, and Tourism Department. This proposal, submitted on November 20, 2023, serves as a detailed road map for the proposed construction activities. Attached is a copy of the proposal for your review and consideration.

**RECOMMENDATION**

It is the recommendation of the Parks, Recreation and Tourism Department to award the purchase of Construction Services for repairs of four pedestrian walking bridges at Bay Street Park from Generocity Services, Inc. through Choice Partners (contract# 23/016MR-17) in the amount of \$98,700. Funds are available in the FY 2023-24 Dike Fund account #279-401-53530.

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 2024-003**

**A RESOLUTION APPROVING AND AWARDED CONSTRUCTION SERVICES FOR REPAIRS OF FOUR (4) PEDESTRIAN WALKING BRIDGES AT BAY STREET PARK FROM GENEROCITY SERVICES INC. THROUGH CHOICE PARTNERS (CONTRACT NO. 23/016MR-17) LOCAL GOVERNMENT PURCHASING COOPERATIVE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, Generocity Services Inc. was contracted on April 14, 2023, to undertake crucial construction services focusing on repairs and wood replacement for a series of four pedestrian walking bridges at Bay Street Park. Following months of careful planning and meticulous attention to detail, a comprehensive proposal was crafted and officially presented to the Parks, Recreation, and Tourism Department; and

**WHEREAS**, this proposal, submitted on November 20, 2023, serves as a detailed road map for the proposed construction activities. Attached is a copy of the proposal for your review and consideration; and

**WHEREAS**, the Parks, Recreation, and Tourism Department recommends awarding this contract to Generocity Services Inc., Friendswood, Texas, in the amount of \$98,700.00.

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

**SECTION 1:** That the City Commission hereby accepts the proposal from Generocity Services, Inc. to repair four pedestrian walking bridges at Bay Street Park.

**SECTION 2:** That the Mayor is hereby authorized to enter into an agreement with Generocity Services Inc. for repairs of four pedestrian walking bridges at Bay Street Park as described in **Exhibit “A,”** attached hereto and made a part hereof for all intents and purposes.

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

**PASSED AND ADOPTED this 3rd day of January 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (e)

**Meeting Date:** 01/03/2024

Calling a General Election to be held in Texas City on May 4, 2024, and designating polling location.

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

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Calling a General Election to be held in Texas City on May 4, 2024, and designating the polling locations.

**BACKGROUND (Brief Summary)**

Applications can be accepted as early as January 17, 2024: the last day to file is February 16, 2024. Applications are available from the Secretary of State on their website. Packets are available with additional information, such as a copy of the City Charter, an application to place a name on the ballot and information on finance laws, etc. Those packets are available now on the Election Information webpage on the City website (Election Information | Texas City, TX (texascitytx.gov)) and in the City Secretary's office. Early Voting will begin on April 22, 2024. Exact dates and times will be posted once those details are available. The proposed designated polling places are the Nessler Center and Carver Community Center.

**RECOMMENDATION**

Call for the General Election for the City of Texas City to take place on May 4, 2024, and designate the polling locations for election.

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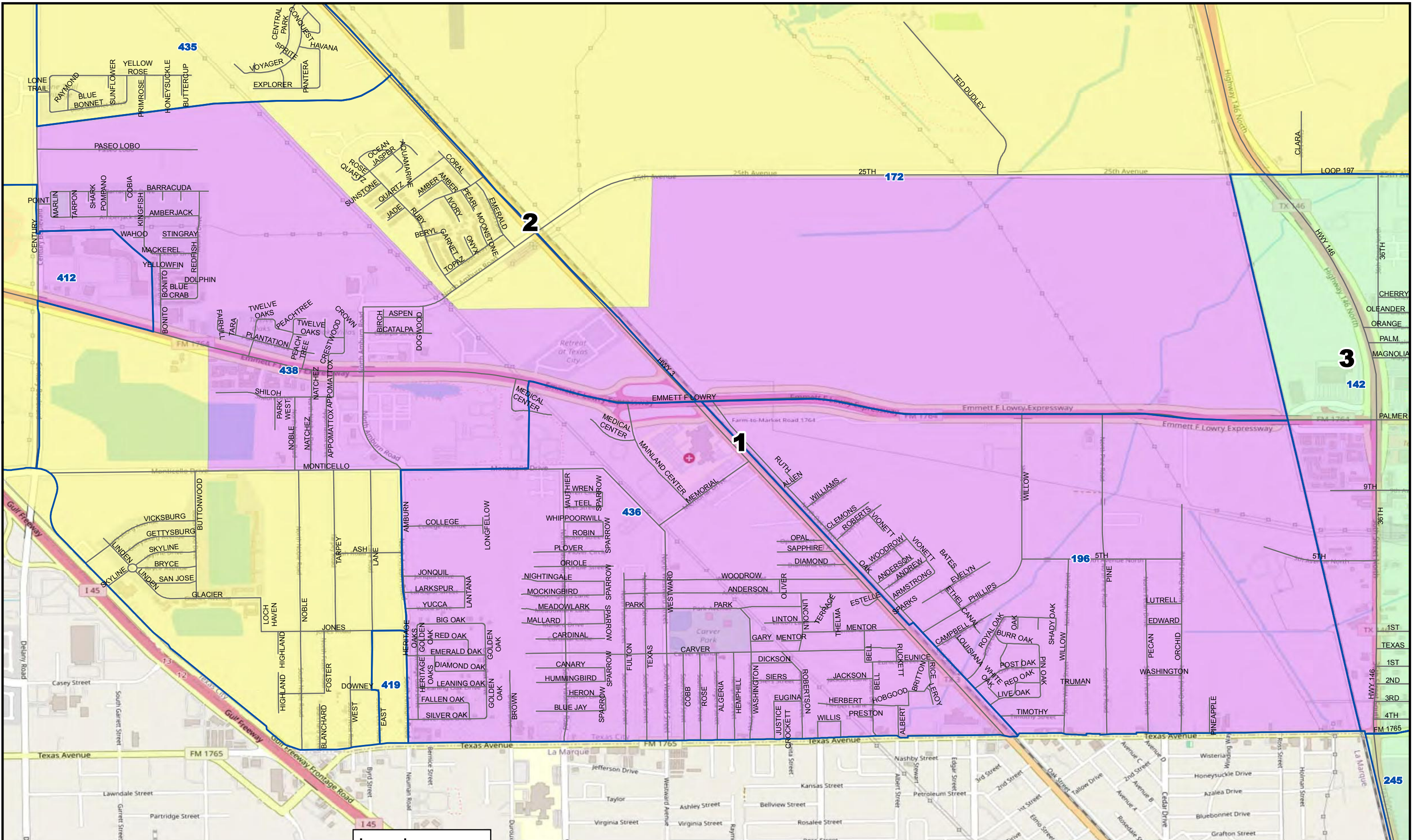
**Fiscal Impact**

**Attachments**

attachment  
Resolution

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**Legend**

2022 Election Precincts

Commissioner District

1 2 3 4

# City of Texas City

## Commissioner Districts - Plan A

### District 1

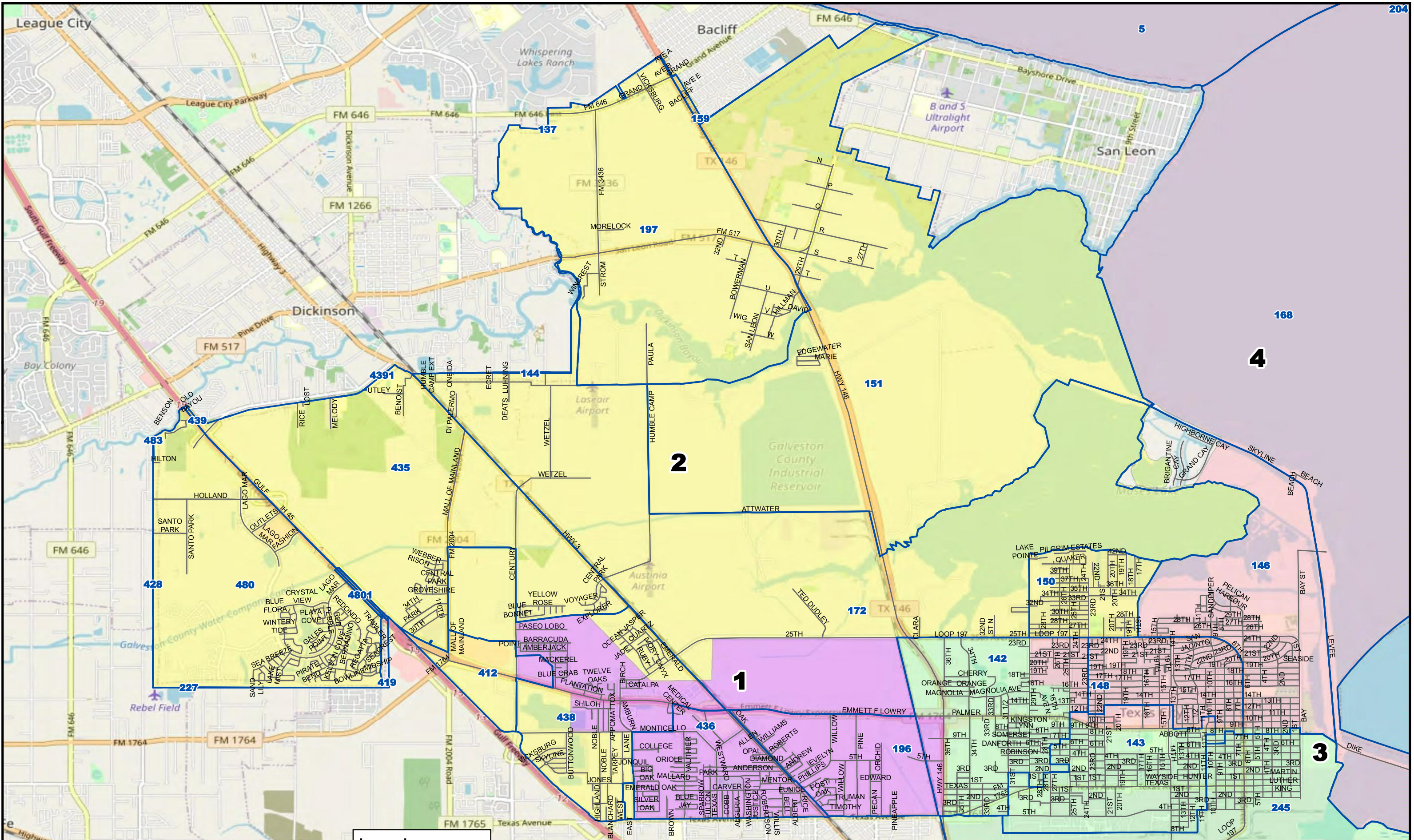
© 2022 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI OpenStreetMap



0 0.2 0.4 0.8 Miles

Created: 9/28/2022  
 Updated to include new city limit boundary and block adjustment near Bayshore Drive





**Legend**

2022 Election Precincts

Commissioner District

1 2 3 4 5

# City of Texas City

## Commissioner Districts - Plan A

### District 2

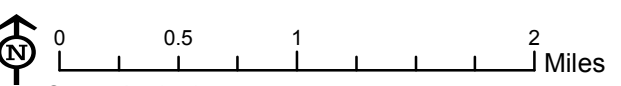
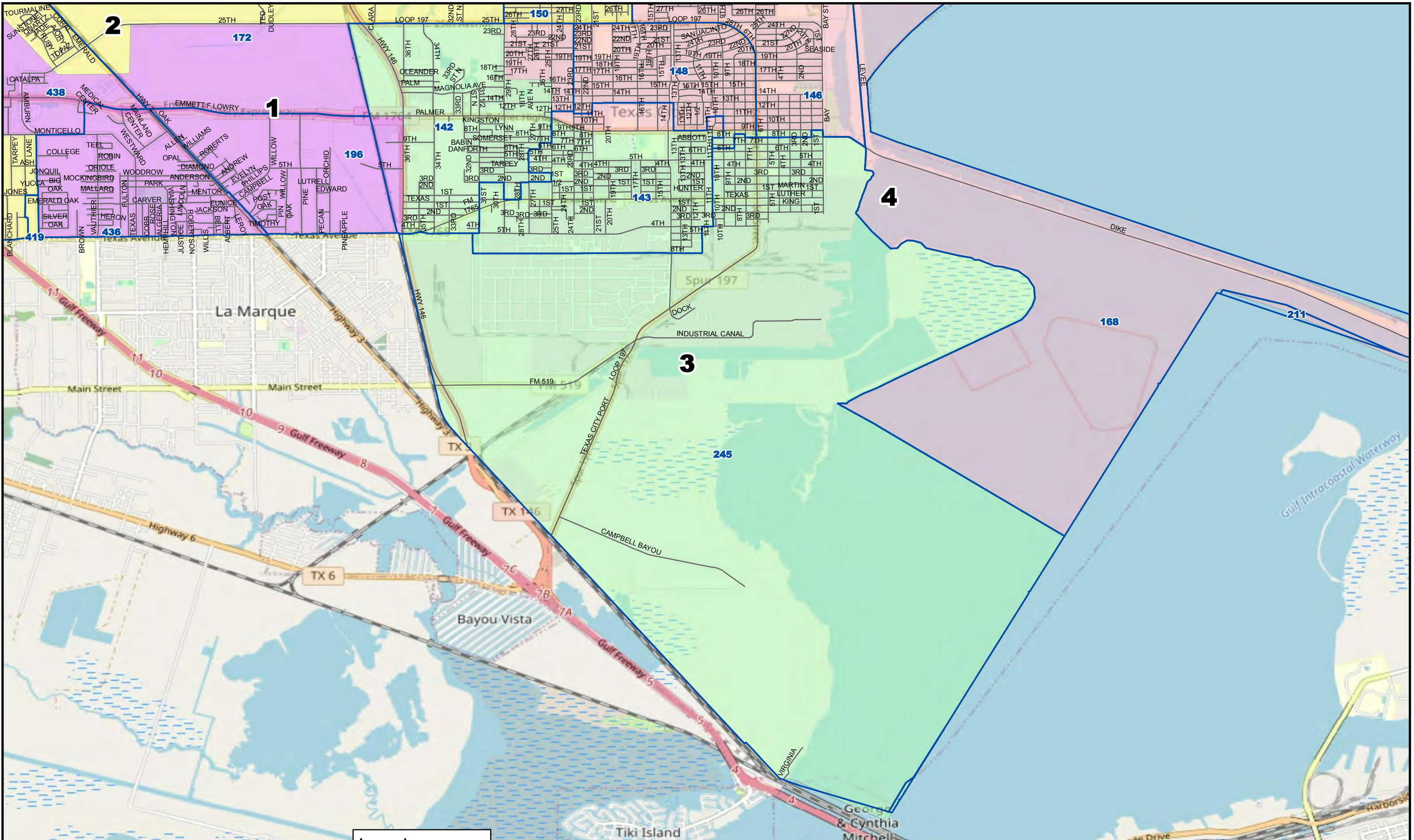
© 2022 Bickerstaff Heath Delgado Acosta LLP  
 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI OpenStreetMap

0 0.5 1 2 Miles

Created: 9/28/2022  
 Updated to include new city limit boundary and block adjustment near Bayshore Drive







Created: 9/28/2022  
 Updated to include new city limit boundary and block adjustment near Bayshore Drive

**Legend**

- 2022 Election Precincts
- Commissioner District

# City of Texas City

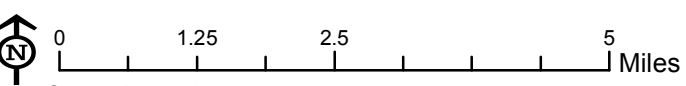
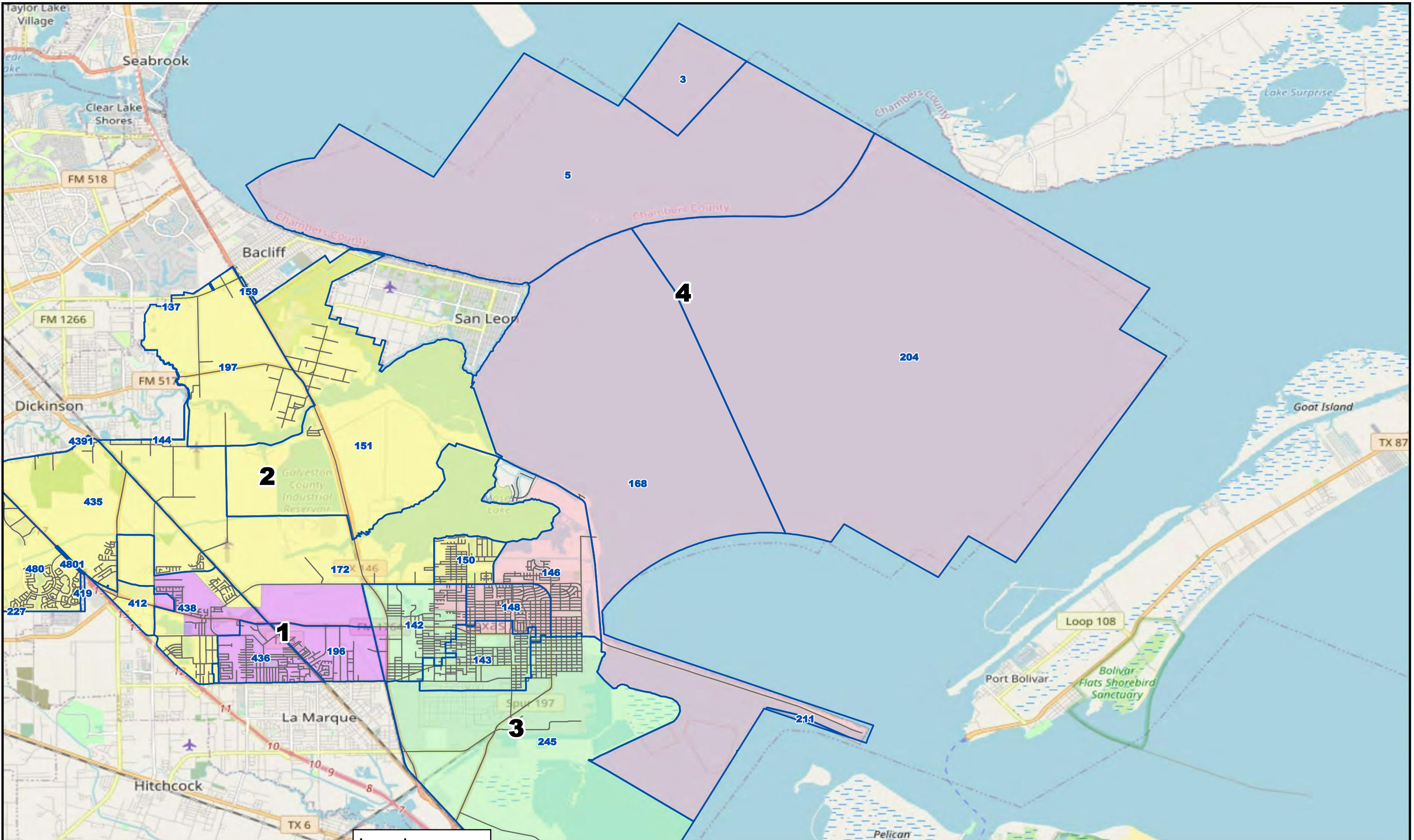
## Commissioner Districts - Plan A

### District 3

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 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI OpenStreetMap







Created: 9/28/2022  
 Updated to include new city limit boundary and block adjustment near Bayshore Drive

**Legend**

- 2022 Election Precincts
- Commissioner District

# City of Texas City

## Commissioner Districts - Plan A

### District 4

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 Data Source: Roads, Water and other features obtained from the 2020 Tiger/line files, U.S. Census Bureau  
 Background Image: ESRI OpenStreetMap





**RESOLUTION NO. 2024-004**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS, CALLING A GENERAL CITY ELECTION TO BE HELD IN THE CITY OF TEXAS CITY, TEXAS, ON SATURDAY, MAY 4, 2024, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., ESTABLISHING DAYS, HOURS AND LOCATIONS FOR EARLY VOTING, FOR THE PURPOSE OF ELECTING A MAYOR, TWO CITY COMMISSIONERS AT-LARGE, AND FOUR CITY COMMISSIONERS FROM DISTRICTS, EACH FOR TWO YEAR TERMS; PROPOSING DESIGNATED POLLING LOCATIONS; AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

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**WHEREAS**, the Mayor and City Commissioners of the City of Texas City, Texas are elected for two-year terms; and

**WHEREAS**, the terms of the Mayor and City Commissioners of the City of Texas City, Texas, are set to expire May 2024; and

**WHEREAS**, Article II of *The City Charter*, Chapter 41 of the **Texas Election Code**, and Section 26.042 of the **Texas Local Government Code** require an election for municipal officers to be held, ordered, and called on May 4, 2024, that being a uniform election date under the **Texas Election Code**, to fill the seats of the Mayor and City Commissioners; and,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS:**

**SECTION 1:** That notice is hereby given that a general City election will be held in and throughout the City of Texas City, Texas, on Saturday, May 4, 2024, at which there shall be submitted to the duly qualified resident electors of the said City as to the election of the Mayor and two (2) At-Large Commissioners that shall be elected by a vote of the qualified voters of the entire City and four (4) Commissioners shall be elected from districts as shown in **Exhibit “A,”** attached hereto and made a part hereof for all intents and purposes.

**SECTION 2:** That applications to have the name of a candidate placed on the ballot may not be filed earlier than thirty (30) days before the deadline prescribed by the Election Code for filing applications with the City Secretary and that the earliest date for a candidate to file the same will be January 17, 2024, at 8:00 a.m., with the last day for filing to be February 16, 2024, at 5:00 p.m., in accordance with **Texas Election Code** Sec. 143.007.

**SECTION 3:** That early voting for the election shall be conducted under the direction of the City Secretary.

**SECTION 4:** That the City Secretary shall have the authority to modify polling locations, if necessary, and be able to cancel the election if no seats are contested.

**SECTION 5:** That the Mayor is hereby authorized to execute a Notice of Election.

**SECTION 6:** That the City Secretary is hereby directed to cause notice to be given of said election by publication in the local newspaper of the City of Texas City, Texas, in accordance with *The City Charter* and **Texas Election Code**.

**SECTION 7:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 3rd day of January 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

(7) (f)

**Meeting Date:** 01/03/2024

County Election Agreement

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

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Authorizing the Mayor to enter into an Election Service Contract between the County of Galveston and the City of Texas City.

**BACKGROUND (Brief Summary)**

As noted in Resolution No. 2024-05, it is time to prepare for the May 4th General Election. For the last few years, the City of Texas City has entered into an agreement with the County for election services and to jointly share election costs with other entities county-wide, allowing our residents to vote anywhere in the county. If we do not have an election, then we can cancel the agreement.

Funds for the 2024 General Election were allocated in the 2023-2024 Fiscal Year Budget.

**RECOMMENDATION**

It is the recommendation of the City Secretary's Office to enter into an agreement with Galveston County for election services.

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**Fiscal Impact**

**Attachments**

Contract

Resolution

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**Contract for Election Services**  
*Local Entity Countywide Vote Center Elections*

**This Contract** is made and entered into this 3rd day of January, 2024 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and Dedrick D. Johnson on behalf of the City of Texas City ("Entity").

**This Contract** is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: General Election

May 4, 2024  
Election Date

June 15, 2024  
Runoff Election Date

Early Voting will be held on April 22, 2024 through April 26, 2024 from 8 a.m. to 5 p.m., April 29, 2024 and April 30, 2024 from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

**1. Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.
- 1.3. Provide all election services, as required by law, for all portions of Galveston County.
- 1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
- 1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.  
**[See Section 2.3 below]**

- 1.6. Provide Ballot by Mail services for the Entity.
- 1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.
- 1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.
- 1.9. Provide the Entity ***\*and where possible the candidates running for office***, a sample ballot for them to proof and approve or provide corrections.  
***[See sections 2.6 and 2.7 for related information]***  
  
***\*The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***
- 1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

- 2. *Duties and Services of the Entity.*** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 31, 2024**. Contracts submitted after this date will require a \$500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***
  - 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
  - 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
  - 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
  - 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
  - 2.5 It is understood that the Entity may need to modify its election order after **March 15, 2024**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **February 20, 2024**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

***[See Section 1.7 for additional information on the selection of countywide polling places]***

- 2.5. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 21, 2024**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***
- 2.6. Return to Galveston County, by **March 15, 2024 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 19, 2024**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

- 2.7. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.8. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.



- 2.9. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.10. Entity to pay a **\$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
3. **Cancellation of Contract:** Except for contracts consummated after **January 31, 2024**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **February 16, 2024**. The Entity will be obligated to pay Galveston County a **\$500** fee if cancelled after this grace period.
4. **Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently committed to:
- a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
  - b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
5. **Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.  
**Cost: \$100 per kit**
  - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.  
**Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.**
  - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.  
**Cost: \$465 per Verity Duo, \$506 per Verity Controller, \$577 per Verity Duo with access, \$610 per Verity Scanner and \$150 per Verity Duo Go.**
  - d) Transport the voting machines and equipment to and from the voting locations.  
**Cost: \$200 delivery per location**
  - e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.  
**Cost determined by the number of contests on the ballot: \$1500 for up to 5, \$2530 for up to 10, \$3,300 for up to 20, \$4,180 for up to 40 and \$5280 for up to 75, and \$6720 for up to 100 contests.**

- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.  
**Cost: \$1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.**
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.  
**Cost: Included in the 10% election fee**
- h) Conduct early voting and Election Day Voting training.  
**Cost: \$75 per person per class**
- i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.  
**Cost: \$100 per poll pad**
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.  
**Cost: Total amount reimbursable by the Entity.**
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.  
**Cost: up to \$500.**
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **\$ .50** per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is \$4.00 per ballot (\$4.50, if a multi-page ballot).***
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

**6. Compensation, Billing, and Payment.** In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

**7. Voting System.** The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

**8. Authorized Representatives.** Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

<u>Rhomari Leigh, City Secretary</u>	<u>409-643-5916</u>
Name	Phone #

**9. General Provisions.** As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code S251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

**10. WAIVER OF DAMAGES.** The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

**Galveston County:**

Dwight D. Sullivan, County Clerk  
Attention: Wendi Fragoso, Chief Deputy of Elections  
Galveston County Justice Center  
600 59<sup>th</sup> Street, Suite 2001  
Galveston, TX 77551-4180

P.O. Box 17253  
Galveston, Texas 77552-7253  
409-770-5108  
Email: [Wendi.Fragoso@co.galveston.tx.us](mailto:Wendi.Fragoso@co.galveston.tx.us)

**Entity:**

City of Texas City

Attn: Rhomari Leigh

Phone: 409-643-5916

1801 9th Ave. N., Texas City, TX 77590

Email: [rleigh@texascitytx.gov](mailto:rleigh@texascitytx.gov)

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

**11. Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

**Compliance with Non-Discrimination Laws and Regulations.** During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

- 1) Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.



- 2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- 4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
  - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b) cancellation, termination, or suspension of the contract, in whole or in part.
- 6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this 3rd day of January, 2024.

**Galveston County:**

\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

**Entity:**

Name: Dedrick D. Johnson  
(Please Print)

\_\_\_\_\_  
(Signature)

- City Manager
- Superintendent
- City Secretary
- Chair County Executive Committee
- Mayor
- President
- Other

***Received and Filed:***  
Galveston County

\_\_\_\_\_  
Hon. Mark Henry  
County Judge  
Attest:

\_\_\_\_\_  
Dwight D. Sullivan  
County Clerk

Date: \_\_\_\_\_

Date Copy of Agreement Furnished  
to County Treasurer: \_\_\_\_\_

Date Copy of Agreement Furnished  
to County Auditor: \_\_\_\_\_

**RESOLUTION NO. 2024-005**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ELECTION SERVICE CONTRACT BETWEEN THE COUNTY OF GALVESTON AND THE CITY OF TEXAS CITY AND NAMING THE CITY SECRETARY AS THE AUTHORIZED REPRESENTATIVE FOR ALL CONTRACT PURPOSES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City of Texas City (“City”) will hold an election on May 4, 2024; and

**WHEREAS**, the City has determined that it is in the best interest and benefit to the citizens of the City of Texas City to enter into a Contract for Election Services with Galveston County Elections Division for the purpose of early voting and Election Day voting.

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

**SECTION 1:** That the City Commission finds it in the best interest of the City to allow the Galveston County Election Division to provide election services for the Texas City General Election of May 4, 2024.

**SECTION 2:** That the Mayor, or designee, is authorized to execute such Contract for Election Services.

**SECTION 3:** That the City Secretary be named as the Authorized Representative for purposes associated with the Contract for Election Services.

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

**PASSED AND ADOPTED this 3rd day of January 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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



**CITY COMMISSION REGULAR MTG**

(7) (g)

**Meeting Date:** 01/03/2024

Records Manager Officer - TSLAC

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

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

**Department:** City Secretary

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**Information**

**ACTION REQUEST**

Appointing Renee Edgar, Records Manager Officer, as the liaison for Texas State Library and Archives Commission on behalf of the City of Texas City.

**BACKGROUND (Brief Summary)**

The Texas State Library and Archives Commission (TSLAC) requires that entities notify them if there is a change of Records Management Officer (RMO). Susan Sensat was appointed as RMO in 2009. With this recent hiring of Renee Edgar as the Records Manager for the City, she will replace Susan Sensat as the City's designee with TSLAC.

There is no fiscal impact.

**RECOMMENDATION**

To appoint Renee Edgar as the RMO liaison for TSLAC on behalf of the City of Texas City.

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**Fiscal Impact**

**Attachments**

Ordinance  
attachment  
Resolution

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ORDINANCE NO. 99-49

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF TEXAS CITY, BY AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE V. RECORDS AND INFORMATION MANAGEMENT PROGRAM, SECTION 2-207. RECORDS MANAGEMENT OFFICER DESIGNATED; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

**SECTION 1:** That the Code of Ordinances of the City of Texas City, Texas, Chapter 2. Administration, Article V. Records and Information Management Program, Section 2-207. Records Management Officer Designated, be and the same is hereby amended so that it shall hereafter read as follows, to wit:

**Sec. 2-207. Records management officer designated.**

~~The city secretary and deputy city secretary and the successive holders of such offices shall serve as records management officers for the city.~~

~~The City Commission shall appoint, upon recommendation by the Mayor, the Records Management Officer for the City.~~

**SECTION 2:** That all ordinances or parts of ordinances in conflict herewith are hereby expressly repealed to the extent of such conflict.

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

**SECTION 4:** That 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.

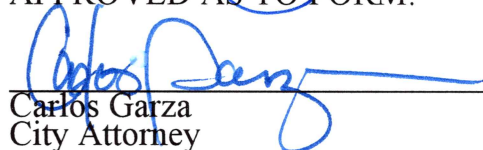
**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED and ADOPTED this 21st day of July, 1999.



Charles T. Doyle, Mayor  
City of Texas City, Texas

APPROVED AS TO FORM:



Carlos Garza  
City Attorney

ATTEST:



Tom Pedersen  
City Secretary



# Form SLR 504 – Designation of Local Government Records Management Officer For non-elected offices in Texas

*Submitted pursuant to Local Government Code §203.025*

Before filling out this form, ensure that the Records Management policy approved by your governing body under Local Government Code, §203.026 has designated your position as the Records Management Officer (RMO). If the position in the policy has changed, or if the policy names an individual who is no longer serving as RMO, a new policy must be filed with this form.

## Records Management Officer (RMO) Contact Information:

Name of Local Government: \_\_\_\_\_

Position/Title Designated in Policy: \_\_\_\_\_

Name of Individual Designated as RMO: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business email: \_\_\_\_\_ Phone: \_\_\_\_\_

Please subscribe me to The Texas Record for news and training information. <https://www.tsl.texas.gov/slr/blog/>

RMO Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please mail original, signed form within 30 days of RMO change to:**

State and Local Records Management Division  
Texas State Library and Archives Commission  
P.O. Box 12927  
Austin, TX 78711-2927

Access and download forms, publications and retention schedules  
on our website: <https://www.tsl.texas.gov/slr>

For more assistance: 512-463-7610  
[slrinfo@tsl.texas.gov](mailto:slrinfo@tsl.texas.gov)

**RESOLUTION NO. 2024-006**

**A RESOLUTION APPOINTING RENEE EDGAR, RECORDS MANAGER, AS THE LIAISON FOR TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC) ON BEHALF OF THE CITY OF TEXAS CITY; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, The Texas State Library and Archives Commission (TSLAC) requires that entities notify them if there is a change of Records Management Officer (RMO).; and

**WHEREAS**, With this recent hiring of Renee Edgar as the Records Manager for the City, she will need to be the City's designee with the Texas State Library and Archives Commission.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby appoint Renee Edgar as the Records Manager, as the RMO and liaison for the Texas State Library and Archives Commission on behalf of the City of Texas City.

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

**PASSED AND ADOPTED this 3rd day of January 2024.**

\_\_\_\_\_  
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:** 01/03/2024

Approval of a Resolution authorizing the purchase of furniture for the Business Incubator/Accelerator

**Submitted For:** Jon Branson, Management Services

**Submitted By:** Jon Branson, Management Services

**Department:** Management Services

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**Information**

**ACTION REQUEST**

Consider approval of a quote from The Luck Company in the amount of \$91,269.12.

**BACKGROUND (Brief Summary)**

In accordance with the Economic Development Corporation's five-year Strategic Plan, "Pathways to Prosperity", the Economic Development corporation directed staff to establish a Business incubator/Business Accelerator on 6th Street and purchase the property during fiscal year 2023. Since the purchase of the building and property in June 2023, staff has investigated various furniture and fixture options for the building.

Utilizing the OFS Omnia Contract # R191813, a State Purchasing Contract to satisfy competitive bidding requirements, staff secured a quote from the Luck Company to provide furniture for the Incubator/Accelerator in the amount of \$91,269.12.

A total of \$300,000 is budgeted in the current budget in the Economic Development Corporations budget (Fund 801) for building improvements and furniture/fixtures. The proposed quote is within the amount of funds budgeted for the project.

The Economic Development Corporation approved the purchase of the furniture from The Luck Company at their December 6, 2023, Board meeting. This item is being brought before the City Commission since the total quote is over \$50,000.

**RECOMMENDATION**

Staff recommends approval of a quote from the Luck Company for furniture at the 6th Street Business Incubator/Accelerator in the amount of \$91,269.12.

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**Fiscal Impact**

**Attachments**

The Luck Company Quote  
Resolution

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# QUOTE

Number AAAQ3016

Date Nov 29, 2023

## THE LUCK COMPANY

Your Single Source for Commercial Furniture

6106 WISTER LANE HOUSTON, TX 77008,

T. (713) 527-0708 F. (713) 634-2664

### Name/Address

#### City of Texas City

1801 9th Ave. N.  
Texas City, TX 77590

### Terms

Due upon receipt

Description	Qty	Cost	Total
<b>OFS Omnia Contract #R191813</b>			
Administration office: 1 - U group consisting of 1 - 72" single ped credenza, 1 - 48" bridge, 1 - 72" single ped desk, - 72" hutch with tackboard and task light. 1 - 96" single ped desk with a single ped 42" return. 1- 36" round conference table with X base. All standard laminate: Char	1	\$7,060.20	\$7,060.20
Mail Room: 1 - 72"x 24"x42" table - in Char laminate.	1	\$2,394.84	\$2,394.84
Offices 1, 2 and 3: 2 L groups consisting of 1 - 36" corner unit, 1 - 48" single ped return, and 1 - 42" single ped return. All in standard laminate: Char	3	\$4,134.48	\$12,403.44
Office 4: 2 - L groups 1 - 36" corner unit with a 48" single ped return, and a 42" single ped return 1 - 36" corner unit, and 1 - 30" single ped return, and 1 - single ped 60" return. All in standard laminate: Char	1	\$5,034.54	\$5,034.54
Office 5: 2 L groups consisting of the following: 1 - 36" corner unit, 1- 48" single ped return, and 1 - 36" single ped return. All in standard laminate: Char	1	\$4,700.64	\$4,700.64

Continued On Next Page ...

Description	Qty	Cost	Total
Conference Room: 8' racetrack table in Char laminate	1	\$4,518.78	\$4,518.78
Areas C4 and C5: 2 L group cubbies (see attached rendering) in Char Laminate	2	\$2,657.76	\$5,315.52
Areas C1, C2 and C3: L group in cubbies (see attached rendering). Standard laminate: Char	3	\$2,610.30	\$7,830.90
Kitchen area: 1 - 30" square table with cylinder base 2 - poly/poly stack chairs Standard finishes: Laminate: Char, Stainless base Poly: Black	1	\$821.94	\$821.94
Reception area: 2 - Elani guest chairs in grade 4 upholstery. Maharam/Manner/Passerine Standard veneer finish on the legs: Burnished 1 - Beck occasional table: 22" round. Standard veneer finish: Burnished	1	\$3,622.92	\$3,622.92
Genus task chair with black elastomer back, height and width adjustable arms, seat slider, lumbar support, weight balance mech, grade 2 upholstery on the seat: Spradling/Modena/Black.	22	\$574.14	\$12,631.08
Revel conference chair in grade 4 upholstery: Maharam/Manner/Passerine Fixed aluminum arms with black cap Polished aluminum base and hard floor casters	12	\$612.36	\$7,348.32
Receive, deliver and install during regular business hours, Mon-Fri, 8-5	1	\$17,586.00	\$17,586.00

NON-RETURNABLE / NON REFUNDABLE SPECIAL ORDER PRODUCT

LEAD TIME AFTER ORDER IS RECEIVED BY TLC 6-8 weeks

QUOTATION EXPIRES: 12/29/2023

DATE: \_\_\_\_\_

APPROVAL SIGNATURE: \_\_\_\_\_

<b>SubTotal</b>	\$91,269.12
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$91,269.12</b>



## TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale become a part of any sale to buyer, is intended to set forth the scope of seller's responsibilities, and together with seller's Project Form and Installation Disclaimer, constitute the entire agreement between the parties once accepted by The Luck Company, L.L.C. ("TLC"). The foregoing quote is an invitation for a offer from buyer and is not a contract until a) a signed quote is received by TLC in its offices no later than noon of the date the quote expires, b) any required deposit has been received by TLC and c) buyer's offer is accepted in writing by an authorized officer of TLC.
2. Buyer acknowledges that the goods are special order products which are custom made upon order and are generally not manufactured until receipt of the order, and once ordered cannot be canceled.
3. Title and risk of loss or damage to the goods shall pass to buyer upon tender of delivery at buyer's address shown, regardless of when partial or final payment is to be made by buyer, except that a security interest in the goods shall remain in TLC, regardless of mode of attachment to realty or other property, until full payment in cash has been made. Buyer shall execute the necessary documents to perfect TLC's security interest, failing which TLC may perfect such interest on behalf of buyer.
4. Buyer shall have the right to reasonable inspection for completeness and/or shortages of goods after delivery, which inspection must be completed within three (3) calendar days after the date of delivery. Any rejection by buyer as to part or all of the goods supplied by TLC shall be in writing specifically stating the non-conformities thereof, and delivered to TLC within three days after delivery. In such event, TLC shall have a reasonable period of time to correct the non-conformities or to replace the goods. Buyer's failure to make rejection within the time period stated or failure to allow TLC to cure buyer's objections shall be deemed to conclusively establish acceptance by buyer.
5. TLC's quoted delivery dates are estimates only; TLC is relying upon estimates from the manufacturer. In the event of delay in performance due to any cause beyond TLC's reasonable control, the date of delivery or time for completion shall be adjusted to properly reflect the delay.
6. Unless specifically itemized, the price quoted in TLC's quote does not include any federal, state or other taxes that may be applicable to this transaction, the goods, its sale, or any services performed in connection therewith. Such taxes shall be paid by buyer to TLC, unless buyer's tax exemption number is provided.
7. Any warranties on the products sold hereby are those made by the manufacturer of such products. The Luck Company, L.L.C. hereby expressly disclaims all warranties, either express or implied. Accessories or goods furnished by TLC, but manufactured by others, shall carry whatever warranty, if any, the manufacturers have conveyed to TLC and which can be passed on to buyer. TLC shall not be liable for any repairs, replacements, or adjustments to the goods or for any costs of labor performed by buyer without TLC's prior written approval.
8. TLC makes no performance warranty of any kind.
9. TLC MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT THAT OF GOOD TITLE TO THE GOODS, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. BUYER ACKNOWLEDGES IT IS NOT RELYING UPON ANY REPRESENTATION FROM TLC.
10. Buyer shall not have the right to retain, back-charge, or set off against any amounts which may become payable to TLC under this agreement or otherwise.
11. The remedies of buyer set forth herein are exclusive, and the total liability of TLC with respect to this agreement or the goods and services furnished hereunder, in connection with the performance or breach thereof, or from the manufacturer, sale, delivery, installation, repair or technical direction covered by or furnished under this agreement, whether based on contract, warranty, negligence, indemnity, strict liability, statute, or otherwise, shall not exceed the purchase price of the goods.
12. No waiver by TLC of any breach of any part of the agreement with buyer shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition, and in no event shall this provision itself be waived.
13. This contract is not cancelable by either party hereto except (a) upon previously agreed terms reduced to writing or (b) upon occurrence of an event that by law allows cancellation by a party hereto.
14. Buyer agrees to pay eighteen percent (18%) interest on all past due sums, commencing thirty days after delivery of invoice.



**RESOLUTION NO. 2024-007**

**A RESOLUTION AUTHORIZING THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION TO PROCESS A QUOTE FOR FURNITURE AT THE 6TH STREET BUSINESS INCUBATOR/ACCELERATOR FROM THE LUCK COMPANY; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, in accordance with the Texas City Economic Development Corporation's (TCEDC) five-year Strategic Plan, "Pathways to Prosperity," the TCEDC directed staff to establish a Business incubator/Business Accelerator on 6th Street and purchase the property during fiscal year 2023. Since the purchase of the building and property in June 2023, staff has investigated various furniture and fixture options for the building; and

**WHEREAS**, utilizing the OFS Omnia Contract No. R191813, a State Purchasing Contract, to satisfy competitive bidding requirements, staff secured a quote from the Luck Company to provide furniture for the Incubator/Accelerator in the amount of \$91,269.12; and

**WHEREAS**, the TCEDC approved the purchase of the furniture from The Luck Company at their December 6, 2023, board meeting. This item is being brought before the City Commission since the total quote is over \$50,000.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby authorizes the Texas City Economic Development Corporation to process a quote for furniture at the 6th Street Business Incubator/Accelerator from The Luck Company.

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

**PASSED AND ADOPTED this 3rd day of January 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY COMMISSION REGULAR MTG**

(7) (i)

**Meeting Date:** 01/03/2024

Appointment of Lisa Autrey-Salinas

**Submitted For:** Kim Golden, Transportation and Planning

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

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST**

Consider and take action on Resolution No. 2024-008, appointing Lisa Autrey-Salinas as an Alternate for the Zoning Commission. (City Secretary)

**BACKGROUND (Brief Summary)**

There is a vacancy for an Alternate to the Zoning Commission. Lisa Salinas was appointed to the Board of Adjustments as an Alternate in October 2023. She has graciously agreed to serve as an Alternate for the Zoning Commission.

**RECOMMENDATION**

The Engineering and Planning Department recommends that Lisa Autrey-Salinas be appointed as an Alternate for the Zoning Commission.

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**Fiscal Impact**

**Attachments**

Resolution

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**RESOLUTION NO. 2024-008**

**A RESOLUTION APPROVING THE APPOINTMENT OF ALTERNATE MEMBERS TO THE CITY OF TEXAS CITY ZONING COMMISSION; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**WHEREAS**, the two positions of alternate members of the Zoning Commission of the City of Texas City established by the Code of Ordinances Section 160.105(b) and one is vacant; and

**WHEREAS**, Lisa Autrey-Salinas is recommended to fill the vacancy by the Engineering Department and the Mayor.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby appoints Lisa Autrey-Salinas as an alternate member of the Zoning Commission of the City of Texas City.

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

**PASSED AND ADOPTED this 3rd day of January 2024.**

\_\_\_\_\_  
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:** 01/03/2024

Creating new position in Water Revenue - Customer Service Representative

**Submitted For:** Ryan McClellen, Finance

**Submitted By:** Ryan McClellen, Finance

**Department:** Finance

**Information**

**ACTION REQUEST**

Consider approval of a request to amend the City of Texas City's fiscal year 2023-2024 budget.

**BACKGROUND (Brief Summary)**

A budget amendment is needed to create another Customer Service Representative position and to appropriate funds to pay for the salary and benefits of this new position.

This budget amendment covers the remaining nine months of this fiscal year.

Job description is attached.

**RECOMMENDATION**

The budget amendment is as follows:

**Utility Revenue Fund (Fund 501) - Water Revenue (701)**

Salary and Benefits	\$44,000
Unassigned Fund Balance	(\$44,000)

**Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** \$44,000

**Source of Funds:** Undesignated Fund Balacne

**Account #:** 501000-39000

**Fiscal Impact:**

**Utility Revenue Fund (Fund 501) - Water Revenue (701)**

Salary and Benefits	\$44,000
Unassigned Fund Balance	(\$44,000)

**Attachments**

Customer Service Rep  
Ordinance







## Position Description

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*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

<b>Job Title:</b>	<b>Customer Service Representative</b>
-------------------	--

**Department:** Water  
**Pay Grade:** 108  
**FLSA Status:** Non-Exempt

### **JOB SUMMARY**

An individual in this position is responsible for answering accounts receivable questions regarding water accounts and cross trains with other staff in Utility Billing.

### **ESSENTIAL JOB FUNCTIONS:**

- Answers phones and attend front desk.
- Opens new accounts.
- Closes existing accounts.
- Works closely with billing clerks to answer questions and resolve customer issues.
- Communicates effectively, courteously, and professionally with customers in all manners (writing/in person/telephone).
- Performs other duties as assigned.

### **MINIMUM REQUIREMENTS TO PERFORM WORK:**

- High school diploma or equivalent;
- One (1) year of related experience;
- Or equivalent training, education, and/or experience.
- Utility billing and data entry experience preferred
- Bilingual (Spanish both writing and speaking) preferred.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of fundamental mathematical skills.
- Knowledge of Microsoft Word, Excel, and Outlook.
- Knowledge of operating fax and other office related equipment.
- Skill in effective communication, both orally and in writing.
- Skill in the use of computers and software applications related to the essential functions of the job.

- Skill in effective time management and resource utilization.
- Ability to work independently with minimal supervision.
- Ability to research, compile and summarize a variety of information and statistical data.
- Ability to work effectively with all levels of employees, management, and citizens.

**PHYSICAL DEMANDS:**

The work is sedentary to light work which requires exerting up to 25 pounds of force occasionally and/or negligible amount of force frequently or constantly. Additionally, the following physical abilities are required: (should be some listed)Lifts boxes weighing up to 25 pounds.

**WORK ENVIRONMENT:**

Work is performed in a normal office environment. Work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as office or meeting and training rooms, e.g., use of safe work place practices with office equipment, avoidance of trips and falls, and observance of fire and building safety regulations, and traffic signals when driving.

This job description is not an employment agreement, contract agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

I have read and understand this job description. By signing below, I further understand and agree that this job description applies to the position for which I am applying and/or the current position and that I am responsible for meeting the requirements outlined in this job description.

*The City of Texas City has the right to revise this position description at any time and does not represent in any way a contract of employment.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (or HR) Signature

\_\_\_\_\_  
Date

**ORDINANCE NO. 2024-01**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET TO APPROPRIATE FUNDS FOR THE CREATION, SALARY, AND BENEFITS OF A NEW CUSTOMER SERVICE REPRESENTATIVE POSITION; 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 appropriate funds for the creation, salary, and benefits of a new Customer Service Representative position; and

**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:

**Utility Revenue Fund (Fund 501) - Water Revenue (701)**

Salaries and benefits	\$44,000.00
Unassigned Fund Balance	(\$44,000.00)

**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 3rd day of January 2024.**

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



ATTEST:

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Rhomari D. Leigh  
City Secretary

APPROVED AS TO FORM:

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Kyle L. Dickson  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(8) (b)**

**Meeting Date:** 01/03/2024

Creating new position in Inspections - Combination Inspector

**Submitted For:** Ryan McClellen, Finance

**Submitted By:** Ryan McClellen, Finance

**Department:** Finance

**Information**

**ACTION REQUEST**

Consider approval of a request to amend the City of Texas City's fiscal year 2023-2024 budget.

**BACKGROUND (Brief Summary)**

A budget amendment is needed to create another Combination Inspector position and to appropriate funds to pay for salary and benefits of this new position.

This budget amendment covers the remaining nine months of this fiscal year.

Job description is attached.

**RECOMMENDATION**

Budget amendment is as follows:

General Fund (Fund 101) - Inspections (203)

Salary and Benefits	\$54,000
Unassigned Fund Balance	(\$54,000)

**Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:** \$54,000

**Source of Funds:** GF Undesignated Fund Balance

**Account #:** 101000-39000

**Fiscal Impact:**

General Fund (Fund 101) - Inspections (203)

Salary and Benefits	\$54,000
Unassigned Fund Balance	(\$54,000)

**Attachments**

Combination Building Inspector  
Ordinance





## Position Description

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*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

<b>Job Title:</b>	<b>Combination Building Inspector</b>
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**Department:** Inspection  
**Pay Grade:** 115  
**FLSA Status:** Non-Exempt

### **JOB SUMMARY**

An individual in this position is responsible for a variety of routine and complex technical work in building inspection work to ensure that uniform building, plumbing, mechanical, electrical, energy conservation and other codes and standards are met.

### **ESSENTIAL JOB FUNCTIONS:**

- Enforces local ordinances and building related codes including the International Building Code, Mechanical Code, Plumbing Code, Electrical Code, Fire Code, and the Property Maintenance Code.
- Issues correction notices and citations.
- Performs on-site inspections of footings, foundations, framing, electrical hookups, plumbing, mechanical systems, etc. for code compliance.
- Examines general framing and structural for code compliance.
- Performs electrical inspections to ensure that national codes and local regulations are adhered to.
- Performs plumbing inspections to ensure that local, state, and adopted codes are met.
- Maintains records of building and inspection activity and completes related reports. Issues certificates and permits as appropriate.
- Assists in researching problems and complaints regarding commercial and residential buildings, building construction and code compliance; responds to complex and sensitive building issues.
- Assists in resolving complex and sensitive customer service issues, either personally, by telephone or in writing; maintains records and documents of customer service issues and resolutions.
- Assists in administering the permitting functions, including application processing, fee assessment and collection, and permit issuance.



- Explains, interprets, and provides guidance regarding all applicable codes to architects, engineers, contractors, developers, and other interested parties.
- Reviews proposed subdivisions for code compliance.
- Performs the duties of a plans examiner as needed for commercial and residential projects.
- Performs other duties as assigned.

**MINIMUM REQUIREMENTS TO PERFORM WORK:**

- High School diploma or equivalent;
- Two (2) years of experience in Building Code Inspection or four (4) years in general construction;
- Or equivalent training, education, and/or experience.
- Prior HVAC, plumbing, electrical, or framing experience preferred.
- Valid driver's license with acceptable driving record.
- Must have or be able to obtain the ICC Residential and Commercial Plumbing Inspector certifications within 6 months and/or obtain a Texas State Plumbing Inspector License within 12 months of employment.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

- Knowledge of International building, electrical, plumbing, mechanical codes, or general construction codes, and a thorough knowledge of carpentry; considerable knowledge in electrical work, carpentry work, cement work, or plumbing, and skill in applying knowledge of adopted building codes, zoning, and land use applications.
- Skill in effective communication, both orally and in writing.
- Skill in the operation of personal computer, including word processing, MS Excel, phone, ladder or scaffolding, tape measure and equipment needed to perform tasks for inspections.
- Skill in the use of computers and software applications related to the essential functions of the job.
- Skill in effective time management and resource utilization.
- Ability to work independently with minimal supervision.
- Ability to work well with the public, local contractors, and co-workers.
- Ability to read and understand complicated plans and blueprints.
- Ability to research, compile and summarize a variety of information and statistical data.
- Ability to work effectively with all levels of employees, management, and citizens.

**PHYSICAL DEMANDS:**

The work is light to medium work which requires exerting up to 40 pounds of force occasionally and/or negligible amount of force frequently or constantly. Additionally, the following physical abilities are required: Must be able to lift and carry up to 40 pounds. Walk, climb, kneel, squat, stoop, bend, or crawl while reviewing and inspecting projects. Sit or stand for extended periods of time while performing inspection duties. Work in adverse weather conditions such as extreme cold, heat, or temperature swings. Work in height and extreme noise levels. Some exposure to mechanical, fume/odor and dust/mite hazards. Specific vision abilities required include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Some extended hours may be required.

**WORK ENVIRONMENT:**

Work is performed in a normal office environment. Work environment involves everyday

risks or discomforts which require normal safety precautions typical of such places as office or meeting and training rooms, e.g., use of safe work place practices with office equipment, avoidance of trips and falls, and observance of fire and building safety regulations, and traffic signals when driving.

This job description is not an employment agreement, contract agreement or contract. Management has the exclusive right to alter this job description at any time without notice.

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (or HR) Signature

\_\_\_\_\_  
Date

**ORDINANCE NO. 2024-02**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET TO APPROPRIATE FUNDS FOR THE CREATION, SALARY, AND BENEFITS OF A COMBINATION INSPECTOR POSITION; 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.**

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**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 the creation, salary, and benefits of a new Combination Inspector position; and

**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:

<b><u>General Fund (Fund 101) - Inspections (203)</u></b>	
Salaries and benefits	\$54,000.00
Unassigned Fund Balance	(\$54,000.00)

**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 3rd day of January 2024.**

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

ATTEST:

APPROVED AS TO FORM:

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Rhomari D. Leigh  
City Secretary

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Kyle L. Dickson  
City Attorney